

In The Matter of the Factfinding Concerning)
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 The Board of Education of the City of Chicago)
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 and)
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 Chicago Teachers Union Local 1, AFT, AFL-CIO)

REPORT AND RECOMMENDATIONS

This matter arises under Section 12(a-10) of the Illinois Educational Labor Relations Act, 115 ILCS 5/12(a-10). In accordance with that provision, the Board of Education of the City of Chicago (“Board”) appointed Mr. Paul J. Ciastko as its representative on the factfinding panel. Chicago Teachers Union Local 1 (“Union” or “CTU”) appointed Mr. Robert E. Bloch as its representative. The parties jointly selected Martin H. Malin as the neutral chair of the factfinding panel.

The factfinding panel was constituted when the Board appointed Mr. Ciastko on October 7, 2024. The statute requires the panel to issue a private report to the parties if the dispute is not settled within 75 days following its appointment. The parties agreed to waive this timeline to afford them time for further negotiations. The Panel conducted a hearing on January 22 and 24, 2025.

Each party provided a list of issues it was submitting to the Panel. For the most part, the lists overlap. The Board submitted;

- Term of Agreement (Proposal to modify termination date from July 1 to May)
- Salaries (COLA and step increases; Article 36, Appendices A and F)
- Staffing
- Outstanding financial items including coaching stipends/ELPT stipends/fine arts budget/workload funds/supply money etc.
- Teacher preparation time and professional development (Articles 4, 5, 6, 19, 25 and Elementary School Day)
- Clinicians (Article 20)
- Teacher Evaluation (Article 39)
- Mid-year transfers (Article 35-4)
- Class size limits, automatic support, class size relief funding (Article 28)
- School closings and Charter expansion moratoriums (Side Letters)
- Grievance and arbitration process changes (Article 3)
- Assessments (Article 44-32)

The Union submitted:

Term of Agreement

Salaries (COLA and Step Increases)

Staffing

Teacher Preparation Time, Professional Development, and the Elementary School Day

PSRP Issues

Sports

Early Childhood Education

Clinicians and Counselors

Guest Teachers/Class Coverage

Teacher Evaluation

Assessments

Class Size

School Closings and Charter Expansion Moratoriums

The factfinding hearing was held at Franczek, PC. The Board was represented by Ms. Sally J. Scott and Ms. Nicki B. Bazer. The Union was represented by Mr. Robert E. Bloch, Mr. Thaddeus H. Goodchild and Ms. Latoyia M. Kimbrough. At the hearing, both parties were afforded full opportunity to call, examine and cross-examine witnesses, introduce documentary evidence and present arguments.

The parties have agreed that the Report and Recommendations is to be issued by the neutral factfinder without need for concurrences by or signatures from the party-appointed members of the panel. However, the party-appointed members of the panel may file concurring or dissenting opinions and the filing of such shall not constitute a rejection of the recommendations contained in the report.

Background

The CTU represents a bargaining that includes teachers and paraprofessional and school related personnel (PSRPs). The CTU-Board collective bargaining agreement (“CBA”) expired on June 30, 2024, but the parties have abided by its terms pending the outcome of impasse procedures. SEIU Local 73 (Local 73) represents a bargaining unit that includes special education classroom assistants (SECAs), bus aides, security officers, custodians (including factor custodians and lead custodians) and parent workers. Local 73 and the Board have reached agreement on the terms of a new CBA.

The current impasse procedures for CPS were enacted by the Illinois Legislature in 2011. The CTU and the Board engaged in factfinding before a panel chaired by Edwin Benn in 2012, before a panel chaired by Steven Bierig in 2016, and another panel chaired by Factfinder Bierig in 2019. Local 73 and the Board engaged in factfinding before a panel chaired by me in 2019.

The Factfinding Process under IELRA Section 12(a-10)

The statute provides that the recommendations shall be based “upon the following criteria as applicable:”

- (A) the lawful authority of the employer;
- (B) the federal and State statutes or local ordinances and resolutions applicable to the employer;
- (C) prior collective bargaining agreements and the bargaining history between the parties;
- (D) stipulations of the parties;
- (E) the interests and welfare of the public and the students and families served by the employer;
- (F) the employer's financial ability to fund the proposals based on existing available resources, provided that such ability is not predicated on an assumption that lines of credit or reserve funds are available or that the employer may or will receive or develop new sources of revenue or increase existing sources of revenue;
- (G) the impact of any economic adjustments on the employer's ability to pursue its educational mission;
- (H) the present and future general economic conditions in the locality and State;
- (I) a comparison of the wages, hours, and conditions of employment of the employees involved in the dispute with the wages, hours, and conditions of employment of employees performing similar services in public education in the 10 largest U.S. cities;
- (J) the average consumer prices in urban areas for goods and services, which is commonly known as the cost of living;
- (K) the overall compensation presently received by the employees involved in the dispute, including direct wage compensation; vacations, holidays, and other excused time; insurance and pensions; medical and hospitalization benefits; the continuity and stability of employment and all other benefits received; and how each party's proposed compensation structure supports the educational goals of the district;
- (L) changes in any of the circumstances listed in items (A) through (K) of this paragraph (4) during the fact-finding proceedings;

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

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

In my 2019 report and recommendations for the Board and Local 73, I discussed this statutory provision. That discussion bears repeating because it guides me in the instant matter. I wrote (footnote omitted):

The listing of statutory factors evokes analogy to interest arbitration under Section 14 of the Illinois Public Employment Relations Act, 5 ILCS 315/14. However, there are significant differences.

Under the IPLRA, interest arbitration is provided as a substitute for strikes by law enforcement, firefighters and a few others who for matters of public safety are prohibited from striking. Subject to very limited exceptions for review by Circuit Court and rejection by super-majority vote of the employer's governing body, the interest arbitration award provides finality to the parties' collective bargaining process. Consequently, most arbitrators, including me, view their role as determining, based on the statutory factors, the contract that the parties likely would have reached had their negotiation process not broken down.

Under the IELRA CPS impasse procedures, however, the employees retain the right to strike. Factfinding does not bring finality to the parties' collective bargaining process. Instead, it is a step in that process. It makes no sense for the factfinder to seek to determine what terms the parties would have agreed to had their process not broken down because their process is continuing. Instead, the role of the factfinder is to recommend the terms that the parties should agree to in their on-going negotiation process. Such a role recognizes that the statute envisions that once the parties receive a confidential report from the factfinder, the recommendations of that independent neutral will motivate them to reconsider their positions and move toward agreement. Furthermore, if the parties do not reach agreement and at least one party rejects the recommendation, then the factfinder's report is made public and the expectation is that public pressure will further motivate the parties to reassess their positions and reach agreement without a work stoppage

But the factfinder does not have carte blanche to recommend his personal ideal of where the parties should end up in their negotiations. Rather, the statute limits the factfinder to the enumerated factors in determining what agreement the parties should reach. Notably, IPLRA § 14(H)(8) allows the interest arbitrator to consider "Such other

factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.” The IERLA’s factors for factfinding contain no comparable provision. On the other hand, whereas the IPLRA confines the interest arbitrator to selecting the final offer of one of the parties in resolving impasses over economic issues, the IELRA factfinding statute imposes no such limitation on the neutral.

The Union emphasizes that the statute calls for basing the findings and recommendation on the enumerated criteria “as applicable.” The Union urges that Factor F’s provision precluding consideration of “an assumption that lines of credit or reserve funds are available or that the employer may or will receive or develop new sources of revenue or increase existing sources of revenue” cannot be applicable because it bears no relationship to how collective agreements are actually negotiated. The Union’s interpretation of the words “as applicable” reads them as granting me authority effectively to rewrite the statutory criterion. I cannot read those two words as broadly as the Union urges.

The Board urges that “as applicable” simply means that I need not consider criteria that obviously do not apply. For example, says the Board, here there were no stipulations by the parties and, accordingly, Criterion D is not applicable. I cannot read “as applicable” as narrowly as the Board urges.

I conclude that the statutory authority to base my findings on the delineated criteria “as applicable” authorizes me to weigh each criterion in light of the other enumerated criteria. Of particular relevance to Criterion F is Criterion C, “prior collective bargaining agreements and the bargaining history between the parties.” The record reflects that the Board does not restrict itself to the Criterion F proviso in deciding what to offer and what to agree to. CPS Chief Budget Officer Mike Sitkowski testified that in 2016, the Board had to make mid-year cuts and refinance debt (“scoop and toss”) even though the CBA provided for 0% across the board increases and in 2019 the Board did not have the funds to pay for the first year of the CBA but covered it with the savings it achieved from strike days that were not made up and covered subsequent years with federal Covid relief funds. With respect to the Board’s current proposal, Mr. Sitkowski related that the Board projects a deficit of \$750 million in FY 2026. He characterized closing that gap as “in the realm of doable” with anticipated revenues (e.g. CPS commonly receives more TIF revenues than it projects in its budget) and efficiencies that will not negatively impact the delivery of services. Criterion C carries significant weight and must be balanced against the weight to be given to Criterion F.

This does not mean that I may disregard CPS's financial condition. On the contrary, the importance of CPS's financial condition is underscored by Criteria E, G and H.

With respect to Criterion I, CTU urges that I disregard Phoenix, Dallas, Houston and San Antonio because they do not engage in collective bargaining and therefore their wages and working conditions are not applicable. Here too, the Union is asking me effectively to rewrite the statute, something that I lack authority to do. Local 73 made a similar argument in 2019. My rationale rejecting that argument bears repeating:

[I]n interest arbitration we would not consider as comparable a community where the employees are not represented in collective bargaining . . . That is because in interest arbitration the arbitrator's role is to determine the terms the parties would have agreed to had their bargaining process not broken down and terms imposed unilaterally by an employer on unrepresented employees are of no probative value for that determination. But in this factfinding my task is to recommend the terms on which the parties should agree and the statute defines the communities to which I should compare CPS as the ten most populous cities, not the ten most populous cities whose terms and conditions of employment are determined in collective bargaining.

Under the statute, the factfinding process is a continuation of the parties' collective bargaining process. That is a significant difference from the typical adjudication process. As Factfinder Bierig recognized in 2019 and as I recognized in the 2019 factfinding with the Board and Local 73, it can be appropriate to remand some matters to the parties for further negotiations.

With the above discussion in mind, I turn to the parties' differences with respect to compensation and staffing.

Compensation

Across the Board Increases (COLAs)

The parties have agreed that the CBA will cover four years. They have agreed that in years 3 and 4, the COLA will be 4.0% if the CPI-U increases 4.0% or less, using the U.S. City Average June CPI-U released in July, rounded to the nearest tenth. If the CPI-U increases between 4.0% and 5.0%, the COLA will equal the increase in the CPI. If the CPI increases more than 5.0%, the COLA will be 5.0%. The cost of each 1.0% increase in COLA is approximately \$30 million.

The Union proposes 5% increases in each of the first two years of the CBA. The Board proposes a 4% increase in the first year and applying the same formula agreed to in years three and four to the second year.

CTU observes that the COLAs in the 2019-24 CBA failed to keep pace with inflation. The COLAs totaled (non-compounded) 17% while the CPI increased 22%.¹ CTU recognizes that its proposal exceeds current and projected increases in the CPI but urges that this is necessary to make up for ground lost in the prior CBA. The Board responds that over the course of the new CBA, COLAs will make up lost ground, observing that current forecasts project average annual increases of 2.3% for 2025-2029. The Board further urges that increase in COLAs understates the actual increases in compensation experienced by most employees who also benefit from step increases and lane advancements.

I agree with the Board that in considering how employees fare vis-a-vis the cost of living one must consider the impact of step increases in addition to COLAs. And typically I would also place considerable weight on projected increases in the CPI, particularly those emanating from the Federal Reserve Bank of Philadelphia's Survey of Professional Forecasters. However, we do not live in typical times. President Trump just imposed tariffs of 25% on goods imported from Canada and Mexico, with the Mexico and Canada tariffs paused for 30 days, and 10% on good imported from China. He promises more tariffs to come with tariff impositions used to threaten countries that try to resist his agenda and to punish countries that do not bend to his will, as recently occurred with Columbia. Many economists regard such tariffs as likely to aggravate the rate of inflation. Many economists also see increased inflationary pressures resulting from the President's proposed tax cuts which, despite claims by the President to the contrary, will not be offset by revenues from increased tariffs. Many economists also foresee labor shortages resulting from the mass deportation of undocumented migrants as also adding to inflationary pressures. Under current circumstances, efforts to project future inflation rates are a fool's errand.

The Union characterizes the Board's financial position as very strong, the strongest in many years. The Union recognizes that going forward the Board will no longer have federal Covid relief funds but urges that those funds enabled the Board to greatly strengthen its financial position. The Union observes that CPS's General Fund Balance, at \$1.3 billion, is the highest it

¹CTU contends that this shortfall is aggravated by the increased costs of housing in the city of Chicago, noting that employees are required to reside in the City. CTU points to the Zillo Home Value Index which during this time period increased a compounded 32%. However, as noted above, whereas Section 14 of the IPLRA authorizes the interest arbitrator to consider "[s]uch other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment . . .", the IELRA contains no similar provision. I lack authority to add to the delineated statutory criteria.

has been in two decades. The Board urges, however, that this fund balance does not represent the amount of cash available at the end of a fiscal year because of a decision made in 2015, necessary to balance the budget that year, to extend the time period after the end of the fiscal year for recording revenues from 30 days to 60 days. This enabled the inclusion in one fiscal year's budget property tax revenues received in August, i.e., in the following fiscal year, but forces the Board to issue Tax Anticipation Notes to maintain cash flow until the next infusion of property tax revenues, typically in March. Consequently, says the Board, as of June 30, 2024, the Board only had \$66 million in cash on hand which is enough to fund only three days of operating expenses.

The FY 2025 budget that the Board adopted did not include funding for increases in labor costs resulting from this CBA. Consequently, because state law requires that the Board have a balanced budget, the budget will have to be amended and will have to account for how it will meet those costs. Fortunately, actual TIF surplus funds exceed the amount budgeted by approximately \$139 million. The cost of the Union's COLA proposal is \$150 million, i.e., it exceeds the amount of cash available to cover it. The cost of the Board's COLA proposal is \$120 million. The Board avers that the \$139 TIF revenue is also needed to fund other costs of the instant CBA (see, e.g. Steps considered in the next section), and the costs of the CBA with the Chicago Principals Association currently in negotiations. Additionally, says the Board, its proposal mirrors what is contained in its agreement with Local 73, but that agreement contains a "me too clause" which requires that if the agreement with CTU exceeds the Local 73 agreement the Local 73 agreement must be adjusted upward.

The Board further contends that teachers and PSRPs fare well when compared to the school districts in the ten largest school cities in the country. (The Board compares the bargaining unit to comparable employees in the ten largest cities not counting Chicago, as opposed to comparing their wages and working conditions to the other districts comprising the ten largest. Consequently, the Board includes Austin, which is the eleventh largest City. Whether Austin is included does not make a difference in my analysis.) CTU compares employees' wages and working conditions only to the five other unionized districts. Consequently, CTU's analysis is not helpful to my factfinding and recommendation.

CTU argues that it had no role in the Local 73 me too clause and, therefore, the clause should not be held against the CTU. I agree, but, nevertheless, find that the Local 73 agreement represents what another strong union that represents a significant portion of the CPS workforce, albeit a smaller portion than that represented by CTU, and negotiating against the same statutory criteria, considered to be a reasonable settlement. Although the parties certainly are free to agree to a higher COLA than that agreed to with Local 73, absent a strong reason to not rely on the

Local 73 CBA, I consider it inappropriate for me to recommend a higher COLA.² Accordingly, I recommend COLAs of 4% in the first year and 4% - 5% depending on the rate of inflation in the second, third and fourth years.

Steps

The Union has proposed major adjustments to the schedule for steps for teachers and PSRPs. Under the 2019-2024 CBA, teachers received an annual step increase in their first 14 years of service. Their next step increases came in years 17, 20, 23 and 25, followed by a longevity payment in year 30. The Union proposes to modify this schedule so that teachers receive annual step increases through year 25.

Under the 2019-2024 CBA, PSRPs received annual step increases of 5.1% in years 2, 3, 4, 7, 12 and 18 of service with step increases of 3.0% in years 21 and 25. CTU proposes a 5.1% step increase in year 6, followed by 3.0% step increases every two years thereafter through year 20. In year 22, the Union proposes a 5.1% step increase followed by a 5.1% in year 25. The Union also proposes adding a lane for PSRPs with master's degrees who work in positions where a master's degree is listed as a desirable qualification.

The Board opposes any changes to the step schedules. The Union urges that its changes to the teachers' step schedule is necessary to alleviate what the Union maintains is a penalty the current schedule places on experience and seniority and to alleviate what it sees as compression in the steps in the later years of a teacher's career. The Union maintains that the compression has resulted from a change the Board made as to how it applies COLAs to the steps schedule. In 2012, the Board began applying COLAs to the steps by looking at what an employee earned at a lane and step prior to the new step, applying the COLA and adding the increase to the new step. For example, if in a given year, a teacher arrived at step 10, the COLA was applied to what the teacher earned at step 9 to determine a fixed dollar amount which was added to step 10. Previously, the COLAs were applied directly to the values at each step. The parties disagree over whether the Board is experiencing a problem retaining experienced teachers.

²CTU also cites to the City of Chicago's CBA with Fraternal Order of Police Lodge 7 which provided for 5% increases. But that CBA was negotiated against the interest arbitration provisions of the IPLRA which are different in subtle but significant ways from the criteria that govern the instant proceeding. Additionally, the Union has not provided any analysis of the overall economic packages of the FOP contract and the instant contract. For example, the record says nothing about the benefits packages or about changes, if any, that the contracts have made to the benefits packages. Without evidence that enable me to put the FOP CBA in context, I am unable to give it any probative weight.

The Union argues that its proposed PSRP step refinements are necessary for equity and fairness. The Union urges that the existing PSRP step schedule deviates markedly from the teachers' schedule in ways that cannot be justified. The Union maintains that its proposal significantly mitigates these disparities. The Board finds the cost of the Union's step proposals to be excessive and therefore urges no change to the step schedules.

Over the years, the parties have refined the step schedules by mutual agreement to deal with concerns that have arisen under the existing step schedules. For example, in 2012, the parties refined the teachers' step schedule to deal with challenges CPS was having retaining less experienced teachers. Refinement of the step schedules by mutual agreement is far superior than refinement in accordance with a recommendation from an outside third party because the parties' collective experience and expertise is far superior to mine. Thus, leaving the details of how to refine the step schedules to the parties to work out is likely to have the most positive effect on "the overall educational environment, learning conditions, and working conditions with the school district" (Criterion M) and on "the interests and welfare of the public and the students and families served by the employer" (Criterion E).

In negotiating the 2019-2024 CBA, the parties allocated \$5 million per year for refining the step schedules in ways that they would work out, for a total of \$25 million over the five year life of the contract. This model is the most effective way to approach further refinement of the step schedules in keeping with the statutory criteria.

Following this model, I recommend that \$5 million be allocated each year for a total of \$20 million over the life of the CBA for such refinements in the step schedules as the parties shall agree. I recognize that the Board's TIF surplus for fiscal year 2025 is \$139 million but I believe that the \$5 million for step refinements is reasonable in light of my recommendation of the Board's COLA proposal. However, if the \$5 million for step refinements in the first year of the CBA proves unfeasible, then I recommend that it be allocated equally to years three and four of the CBA. In other words, my alternative recommendation is \$5 million in the second year of the CBA and \$7.5 million in years three and four.

Staffing

Equity Staffing Model

CPS has compiled an admirable record in the delivery of educational services. It ranks number one in reading growth and number three in combined reading and math growth since the Covid pandemic among large urban school districts. For the second consecutive year, elementary

students made gains on the Illinois Assessment of Readiness in English Language Arts (5%) and Math (2%). High school graduation rates have increased from 81% three years ago to 84% currently.

Contributing to and promising to enhance these impressive improvements has been CPS's recent change from an enrollment-based approach to funding individual schools to an approach that prioritizes need based on an Opportunity Index. The enrollment-based approach disadvantaged smaller schools, many of which served communities in low income areas and largely students of color. The Opportunity Index measures overall need, student demographics, community factors and historical funding levels. The higher the number the higher the school's needs. K-8 schools are staffed at a student-faculty ratio of 26:1; that drops to 24:1 and 22:1 based on a school's Opportunity Index. High schools are staffed at a ratio of 21:1 which drops to 19:1 or 18:1 depending on the school's Opportunity Index.

The Union proposes that the CBA contain a commitment to maintain the equity staffing model. The Board avers that it has no plans to move away from the model but, in light of CPS's financial position, it cannot guarantee staffing levels and needs flexibility to respond to unforeseen contingencies. The Union responds that it is not seeking staffing guarantees but a commitment that even if there are necessary reductions in staff levels they be carried out in accordance with the equity staffing model.

Maintaining the equity staffing model certainly advances the statutory criteria of "the overall educational environment, learning conditions, and working conditions with the school district" (Criterion M) and "the interests and welfare of the public and the students and families served by the employer" (Criterion E). The statute also calls for consideration of the impact of any economic adjustments on the employer's ability to pursue its educational mission Criterion G) and the present and future general economic conditions in the locality and State (Criterion H). And, as noted previously, Criterion E also calls for consideration of the Board's financial condition.

It is, perhaps, an understatement to say that currently we are dealing with a high level of uncertainty. As previously noted, there is considerable uncertainty with respect to future levels of inflation and the future economy as a whole. Further fueling the uncertainty with which the parties must contend is an Executive Order issued by President Trump on January 29, 2025, titled "Ending Radical Indoctrination in K-12 Schooling," *available at* <https://www.whitehouse.gov/presidential-actions/2025/01/ending-radical-indoctrination-in-k-12-schooling/>. On its face the Executive Order is a potential threat to CPS's federal funding based on legitimate curriculum decisions made by CPS.

In light of the positive effects of the equity staffing model and the uncertainties that the parties face, the model should be included in the CBA with recognition of the Board's need for flexibility to respond to funding and other uncertain contingencies. I take at face value the Union's statement that it is not seeking a guarantee of specific staffing levels. Accordingly, I recommend the following provision be included in the CBA:

The Board commits to continue to follow the Equity Staffing Model. This commitment is not a commitment to staffing at any particular level and not a guarantee against reductions in force and affords the Board the flexibility to deal with contingencies such as significant funding shortfalls.

Librarians

The Board proposes to increase the number of librarians by 10 per year. The Union proposes an increase of 30 per year, each proposal beginning in the second year of the CBA. Currently, 80% of the schools do not have a librarian and only 10% of majority African-American schools have a librarian. The parties have agreed to work toward a goal of one librarian in every school. Librarians also serve as reading specialists, i.e. they provide direct instruction to students in addition to administering the school's library. There appears to be agreement on the need for additional librarians and the difference in cost between the two proposals is minimal in light of CPS's overall budget. I recommend the Union's proposal.

Nurses

The Union proposes that every school have a nurse every day by the end of the CBA. The Board proposes that it will take into consideration the National Association of School Nurses (NASN) staffing recommendations when allocating positions. NASN recommends student to nurse ratios of 750:1 for general education, 250:1 for populations requiring daily nursing services and 125:1 for populations with complex healthcare needs.

Currently, CPS employs 598 nurses across 514 schools. However, not every school has a nurse every day. CPS has budgeted for 658 nurses, i.e., it has 60 vacancies. The issue appears to be one primarily of recruitment to fill vacant positions and allocation of positions among the schools. I lack the expertise to get into the weeds of those issues and certainly have less ability than the parties collectively. Therefore, I shall remand the issue to the parties to work out.

Teaching Assistants

The Board proposes one Teaching Assistant (TA) in every general pre-K classroom, 30 bilingual TAs, a TA in kindergarten classrooms that average 23 or more students and TAs provided as automatic class size support. The Union proposes an additional 800 positions by the end of the CBA, phased in beginning in the second year of the CBA. A large percentage of the Union-proposed new TA positions would involve working with students who have Individual Education Plans (IEP)s. Local 73 has asserted that this work is the exclusive work of Special Education Classroom Assistants (SECAs) as defined in Local 73's CBA with the Board. On November 14, 2024, Local 73 wrote to the Board protesting any effort to transfer work performed by SECAs to the CTU-represented bargaining unit and demanding "that the BOARD cease and desist from knowingly or unknowingly unlawfully negotiating terms or agreeing to terms with the CTU jeopardizing [Local 73's] exclusive bargaining unit work . . ." The issue of increased TA staffing cannot be resolved without delving into the competing claims of CTU and Local 73 to much of the work that the additional TAs would perform. Resolving such a jurisdictional dispute is not appropriate for this factfinding process, particularly recognizing that Local 73 is not a party to this process. Accordingly, I shall remand this issue to the parties.

Fine Arts Positions

Local schools decide whether to hire teachers for such "specials" as fine arts (which encompasses art and music), physical education, library, dance, computers, photography, drama, public speaking and foreign languages. The Board proposes to centrally fund a minimum of three elective holistic teacher positions which the local school may decide how to deploy. Further, the Board proposes to create network-based fine arts positions serving small schools with vacant art positions and to assign one fine arts teacher for every four schools within a network that lack a fine arts teacher. The Union largely agrees with the Board but proposes that network fine arts teachers be deployed to local schools who have no or only one fine arts teacher. The Union argues that this will enable every school to offer both art and music classes and will incentivize students to come to school. Currently, says the Union, 50 schools have no fine arts teachers and 47% of schools have only one. The Union also points out that most of the schools affected are on the south and west sides of the city, serving low income populations of mostly students of color. The Union maintains that the difference between the two proposals is 39 positions.

The parties agree and I find that providing every student with exposure to fine arts education improves the overall educational environment and learning conditions, and serves the interests and welfare of the public and the students and families served by CPS. But there is a downside to making centrally-funded network fine arts teachers available to the schools. It could deter local schools from hiring their own fine arts teachers. A principal might wonder why the

school should allocate one or more of its centrally-funded holistic positions or local school resources to arts education when it can get the position covered by a centrally funded network teacher. The Board's proposal strikes a reasonable balance between these competing concerns and I shall recommend it.

Case Managers

The parties agree that any school with at least 34 students with IEPs will have a half-time case manager. The Union proposes that any school with at least 65 students with IEPs have a full-time case manager and that the number of case managers be increased by 0.5 for every additional 65 students with IEPs. The Board proposes that any school with at least 70 students with IEPs will have a full-time case manager and that the number will be increased by 0.5 for every additional 70 students with IEPs.

CPS has had a troubled recent history with respect to its services to students with special needs. In 2017, a group of advocacy organizations, including the CTU, asked the Illinois State Board of Education (ISBE) to open an inquiry into several issues concerning CPS's compliance with its responsibilities to students with special needs. ISBE appointed a Public Inquiry Team which issued its final report in April 2018. The report found concerns with the operation of CPS's electronic IEP system, its documentation and data collection requirements, its budgeting system and its policies concerning transportation. In May 2018, the Public Inquiry Team issued a Corrective Action Report which resulted in the appointment of an ISBE Monitor. In light of this history, CTU argues that "[a]dequate case manager staffing is critical for CPS to maintain compliance with state and federal law and ensuring all students with disabilities are receiving the services to which they are legally entitled." CTU further avers, "Given CPS's troubled history in the very recent past of maintaining special education compliance, the school district should be making every investment it can in ensuring students with disabilities are receiving their legally mandated services."

I note that the difference between the two proposals is only 5 IEPs in the levels that trigger a full-time case manager at a school and an additional half-time case manager. Apart from the generalized contention that lower caseloads and the accompanying greater number of case managers is better, CTU has offered no concrete evidence that a 5 IEP reduction in triggering levels materially improves the overall educational environment and learning conditions, and serves the interests and welfare of the public and the students and families. In the absence of such evidence, I will recommend the Board's proposal.

Counselors

The Board proposes to centrally fund a second 1.0 counselor position at any school with 250 or more students in the highest decile of need on the Opportunity Index. For other schools, a second 1.0 counselor will be centrally funded at high schools with 500 or more students and at elementary schools with 600 or more students. This results in an increase in 300 counselors over what was provided under the 2019-2024 CBA. The Union proposes an additional 300 counselors (above that proposed by the Board) by School Year 2027-28.

The Board's proposal improves the overall educational environment and learning conditions, and serves the interests and welfare of the public and the students and families served by CPS. One might be tempted to decide that the Union's proposal does so to an even greater extent by providing for 300 additional counselors. But, apart from the general view that more is better, the Union has not established a case that the marginal advantages of its proposal over an already very significant increase in counselors proposed by the Board justifies the significant increase in expense. I shall recommend the Board's proposal.

Technology Coordinators

Currently CPS subcontracts a significant amount of school-based information technology work. There are also technology coordinators employed at the schools. The parties have agreed to a goal of phasing out the subcontracting of IT support by the end of the CBA. They have agreed that the Board will assign at least two centrally-funded technology coordinators in each of its 18 geographic networks in the second year of the CBA, and will add one centrally-funded technology coordinator to each network in each of the next two years of the CBA. The parties disagree over the fate of 17 school-based part-time technology coordinators. The Union proposes that these employees will continue in their school-based positions. The Board proposes that any part-time technology coordinator laid off by a school will be given the opportunity to assume the network role. Both offers provide job security to the part-time technology coordinators but the Board's proposal is more workable and I will recommend it.

English Learner Program Teachers (ELPTs)

There are approximately 70,400 English language learner (ELL) students. ELPTs coordinate services to ELL students in the schools. Under the 2019-2024 CBA, these functions were handled by regular teachers in addition to their regular classroom duties. Schools with 20-150 ELLs were allocated a half-time ELPT position; those with 150-600 were allocated a full-time position and those with more than 600 were allocated two positions. To incentivize teachers to take on these responsibilities the 2019-2024 CBA provided stipends of \$1,000 in schools with

1 - 49 ELLs, \$1,500 in schools with 50 - 99 ELLs, \$2,000 in schools with 100-199 ELLs, \$2,500 in schools with 200 - 249 ELLs and \$3,000 in schools with 250 or more ELLs.

The parties have agreed to create ELPTs as a separate position. They have also agreed to reduce the staffing ratios as follows: schools with 20 - 49 ELLs, 0.5 FTE; 51-300, 1.0 FTE; 301-599 2.0 FTE; 600 - 899, 3.0 FTE and for each additional 300 ELLs, an additional FTE. The Board proposes to eliminate the stipends. The Union proposes stipends of \$2,500 for any ELPT with 200 or more students on their caseloads.

The creation of the new ELPT position eliminates the need to provide stipends to incentivize regular teachers to take on these additional responsibilities. However, the Union points out that under the 2019-2024 CBA, some teachers saw their roles evolve into regular full-time ELPTs and these individuals still received the stipends. The Board responds that employees who were performing as full-time ELPTs will see a reduction in their caseloads from a maximum of 600 to a maximum of 300. However, this reduction in case load does not necessarily mean a reduction in workload. It more likely enables the ELPTs to devote additional time to serving the needs of each ELL student assigned to them. I find that the reduction in caseload does not justify a reduction in compensation. Therefore, I shall recommend that the stipends be eliminated but that employees who were receiving the stipends will continue to receive them to a maximum of \$2,500.

Family Engagement Coordinators

Currently there are 18 Family Engagement Coordinators at the network level who oversee and assist school-based staff with enrolling early childhood program students, supporting parents and students throughout the enrollment process and connecting students and families with social services. The Union argues that in 2018, the Board eliminated the position of Head Start Program Resource Assistant leaving their functions to principal-designated staff at each school and created the Family Engagement Coordinator position to be a bridge between the network and the school level staff who also have other full-time job responsibilities. The Union proposes that the Board hire two additional Family Engagement Coordinators in each of the four years of the CBA which, it says, would allow there to be two such personnel at each network office by the end of the CBA.

The Board does not dispute that hiring additional Family Engagement Coordinators will improve the overall educational environment and learning conditions, and serves the interests and welfare of the public and the students and families served by CPS. The Board appears to rely on its general response that the costs of the CTU's overall staffing proposals is excessive. The cost for the addition of two Family Engagement Coordinators per year is minimal. However, we are in

the middle of the first year of the CBA and adding expenses in the first year is particularly challenging. We have recognized this in many staffing increases that have either been agreed to or recommended and have phased in those increases beginning in the second year of the CBA. I will follow this pattern and recommend that the parties agree to increase the number of Family Engagement Coordinators by two each year of the CBA beginning in the second year, i.e. 2025-26.

Additional Issues

The parties have listed numerous other issues over which they are divided. As I observed earlier in this Report, this factfinding procedure is a part of the parties' on-going collective bargaining process and not a traditional adjudication. It is my hope that this report and recommendations will enable the parties to advance their collective bargaining closer to agreement and position them to resolve the remaining issues through further negotiations. Their collective experience and expertise convinces me that remanding the remaining issues to the parties' negotiations is the preferred method of proceeding, as opposed to having me adjudicate the parties' differences. Therefore, I shall follow the lead of Factfinder Bierig in 2019 and me in the 2019 Local 73 factfinding and remand any issue not expressly considered in this Report and Recommendations to the parties for further negotiations.

Summary and Conclusion

To recap, I recommend the following:

The Board's proposal on across-the-board pay increases (COLAs), i.e. 4.0% in the first year of the CBA. In the second, third and fourth years of the CBA COLAs will be 4.0% if the CPI-U increases 4.0% or less, using the U.S. City Average June CPI-U released in July, rounded to the nearest tenth. If the CPI-U increases between 4.0% and 5.0%, the COLA will equal the increase in the CPI. If the CPI increases more than 5.0%, the COLA will be 5.0%. (The provision for the third and fourth years of the CBA has been agreed to by the parties.)

\$5 million shall be allocated in each year of the CBA for such refinement of the teacher and PSRP salary schedules as the parties agree. If the \$5 million for step refinements in the first year of the CBA proves unfeasible, then the allocations for years three and four shall be \$7.5 million each.

The following language concerning staffing:

The Board commits to continue to follow the Equity Staffing Model. This commitment is not a commitment to staffing at any particular level and not a guarantee against reductions in force and affords the Board the flexibility to deal with contingencies such as significant funding shortfalls.

The CTU's proposal on Librarians, i.e. hiring an additional 30 Librarians each year of the CBA, beginning in the second year.

The Board's proposal on Fine Arts Teachers, i.e., centrally funding a minimum of three elective holistic teacher positions which the local school may decide how to deploy and creating network-based fine arts positions serving small schools with vacant art positions and to assign one fine arts teacher for every four schools within a network that lack a fine arts teacher.

The Board's proposal on Case Managers, i.e., any school with at least 34 students with IEPs shall have a 0.5 Case Manager position, any school with at least 70 students with IEPs shall have a 1.0 Case Manager position and for each 70 additional students with IEPs, a school shall have an additional 0.5 Case Manager position.

The Board's proposal on Counselors, i.e. centrally funding a second 1.0 Counselor position at any school with 250 or more students in the highest decile of need on the Opportunity Index. For other schools, a second 1.0 Counselor will be centrally funded at high schools with 500 or more students and at elementary schools with 600 or more students.

The parties' agreement on Technology Coordinators, i.e. that the Board will assign at least two centrally-funded Technology Coordinators in each of its 18 geographic networks in the second year of the CBA, and will add one centrally-funded Technology Coordinator to each network in each of the next two years of the CBA, and the Board's proposal that any of the school-based Technology Coordinators who are laid off will be given the opportunity to assume the network role.

The parties' agreement to create English Learner Program Teachers as a separate position and to reduce the staffing ratios as follows: schools with 20 - 49 ELLs, 0.5 FTE; 51-300, 1.0 FTE; 301-599 2.0 FTE; 600 - 899, 3.0 FTE and for each additional 300 ELLs, an additional FTE. Stipends shall be eliminated except that teachers who performed these duties under the 2019-2024 CBA and continue to perform them in the new position of ELPT shall retain their stipends to a maximum of \$2,500.

The number of Family Engagement Coordinators shall increase by two in each year of the CBA, beginning in the second year of the CBA.

The issues concerning Nurses and Teaching Assistants are remanded to the parties for further discussions and negotiations.

All other issues not expressly discussed in this Report and Recommendations are remanded to the parties for further negotiations.

At one time, a U.S. Secretary of Education, erroneously in my opinion, labeled CPS as the worst school system in the country. (See *Schools in Chicago Are Called the Worst by Education Chief*, *N.Y. Times*, Nov. 8, 1987, § 1, p. 38). Today, there can be no question that CPS is one of the top and most improved large urban school districts in the country. That is a tribute to all of the components of CPS: the Board, the administrators, the hard working employees, and their exclusive representatives. It is my sincere hope that this Report will help facilitate the parties to reach agreement on their CBA so that they can continue the amazing job they are doing in serving our City's most precious resource, its school children.

Chicago, Illinois
February 4, 2025



Martin H. Malin, Neutral Factfinder