THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education amend the Tuition Support for Teachers and Educational Support Personnel Enrolled in Board-Sponsored Professional Development or Educational Programs Policy and rename Tuition Support Policy. The policy was posted for public comment from December 21, 2021 to January 21, 2022.

PURPOSE: To establish a uniform terms and conditions for the Board’s payment of tuition and fees and/or professional development fees on behalf of teachers, paraprofessional and school-related personnel, and educational support personnel employed by the Board.

POLICY:

I. **Belief Statement.** The Chicago Board of Education seeks opportunities to improve and enhance the quality of teaching and learning in the Chicago Public Schools. The Chicago Board of Education will provide where possible, tuition and fee support to temporarily assigned teachers, probationary appointed teachers, tenured teachers, and paraprofessional and school-related personnel, to participate in Board-sponsored professional development or educational programs. The tuition support will enable them to obtain continued education, certificates, licenses or endorsements in high-needs or hard to fill knowledge areas. The Board acknowledges the effectiveness of a classroom teacher is the most influential in-school factor impacting student learning and seeks to reduce historical barriers to continued education for staff by creating inclusive partnerships with education providers and Board personnel.

In addition, The Chicago Board of Education seeks opportunities to improve and enhance the development and learning of full-time staff, by providing, where possible, tuition and fee support to educational support personnel to allow them to participate in Board-sponsored professional development or educational programs. The tuition support will enable them to obtain endorsements or certifications or licenses in the specific area of their work.

II. **Applicability.** This policy applies to any temporarily assigned teacher, probationary appointed teacher, tenured teacher, paraprofessional or school-related employee, and educational support personnel who receives tuition and fee support (“tuition support”) from or for whom tuition support is paid by the Board in a Board-sponsored professional development or educational program (“professional development program”).

III. **Equity Statement.** The Chicago Board of Education recognizes the importance of retaining high-quality educators, employees, and leaders. In addition to the focus on our educators, we acknowledge the other school-based and non-school based employees who contribute to the overall success of our district. We know the success of our students is directly driven by teachers, staff, and district support and are committed to ensuring our employees have access to continuing education. We believe that through constant, professional development and learning, our in school and out of school personnel can learn best practices and skills to continually push student outcomes forward. The Board recognizes and values a diverse teaching force that is representative of the students and communities that it serves, and is committed to supporting staff from Chicago’s diverse communities to pursue further culturally responsive education and training in the field.
IV. Terms and Conditions of Board-provided Tuition, Fees or Other Professional Development Support. Whenever the Board or any officer to whom it has delegated the authority to act offers tuition support to temporarily assigned teachers, probationary appointed teachers, tenured teachers, paraprofessional and school-related personnel or educational support personnel (“participants”), the participants must acknowledge and agree to the following terms and conditions as a condition of the Board’s payment of the tuition support.

A. Definitions. The following definitions apply to this Policy:

1. Participant: A temporarily assigned teacher, probationary appointed teacher, tenured teacher, paraprofessional and school-related employee, or educational support personnel employee who has applied for and been approved to participate in a Board-sponsored professional development or educational program.

2. Temporarily assigned teachers: Certified teachers who are not appointed to a full-time, permanent position, but are employed on a temporary, provisional or conditional basis, as follows: (1) regularly certified teachers assigned to fill a full-time teaching position, which is encumbered by an appointed teacher, but which has become temporarily vacant as a result of a leave taken by the appointed teacher; or (2) teachers with provisional or conditional teaching certificates who are assigned to fill a full-time role.

3. Probationary appointed teacher: Are either (1) newly appointed teachers who have not completed the statutory probationary period of continuous service necessary to attain tenure; or, (2) formerly tenured teachers who have had a break in service, been reappronted and have not completed the statutory probationary period of continuous service necessary to attain tenure since their reappointment.

4. Tenured Teacher: Any teacher who has entered upon contractual continued service and has not had a break in service.

5. Paraprofessional and school-related personnel: Full or part-time employees who are not required to have teaching or administrative certificates/licenses issued by the Illinois State Board of Education to perform the duties of their position.

6. Educational support personnel: All full-time non-teaching personnel.

7. Board sponsored professional development or educational program: Courses of study paid for in whole or in part by the Board and arranged for by the Board, in partnership with a university or educational institution, to enable the Board’s temporarily assigned teachers, probationary appointed teachers, tenured teachers, paraprofessional and school related personnel, and educational support personnel to obtain or enhance their professional educator instructional or curricular skills, endorsements, or licenses. “Board sponsored professional development or educational programs” do not include seminars or conferences.

8. Break in service: when the employment relationship between the Board and the participant has been severed for a period of one (1) year.

9. Culturally Responsive Education: In alignment with Illinois State Board of Education Culturally Responsive Teaching and Leading Standards, Culturally Responsive Teachers and Leaders:
   a) are reflective and gain a deeper understanding of themselves and how they impact others, leading to more cohesive and productive student development as it relates to academic and social-emotional development for all students;
   b) understand that there are systems in our society that create and reinforce inequities, thereby creating oppressive conditions. Educators work actively against these systems in their everyday roles in educational institutions;
c) view and value their students as individuals within the context of their families and communities;

d) (who fundamentally believe all students are capable) center learning around students’ experiences and position them as co-creators, with emphasis on prioritizing historically marginalized students;

e) will partner with families and communities to build rapport, form collaborative and mutual relationships, and engage in effective cross-cultural communication;

f) intentionally embrace student identities and prioritize representation in the curriculum. In turn, students are not only given a chance to identify with the curriculum, they become exposed to other cultures within their schools and both their local and global communities;

g) ensure the diversity of their student population is equally represented within the learning environment. In turn, all members of the student population feel seen, heard, and affirmed. Exceptionally well-versed culturally responsive teachers and leaders provide exposure to under or misrepresented minority groups even when they are not present within the population of their school and community at large. (See 23 Ill. Adm. Code 24.50)

10. Diversity: Diversity includes all the ways in which people differ, and it encompasses all the different characteristics that make one individual or group different from another. A broad definition includes not only race, ethnicity, and gender — the groups that most often come to mind when the term “diversity” is used — but also age, national origin, religion, disability, sexual orientation, socioeconomic status, education, marital status, language, and physical appearance. It also involves different ideas, perspectives, and values (The University of California Berkeley Strategic Plan for Equity, Inclusion, and Diversity, Pathway to Excellence, 2009).

11. Inclusive Partnerships: Inclusive Partnerships value and prioritize the diverse voices of students, families, caregivers, and communities when making decisions that affect their lived experiences. This relationship requires the people and institutions who hold power to account for past inequities and to create conditions for healing and co-design an equitable future. CPS prioritizes three key stakeholder groups: people with institutional or historical memory, people most impacted by inequity, and people responsible for implementing and driving change (CPS Equity Framework 2020).

B. Pre-Enrollment Terms. The following conditions must be satisfied to establish eligibility for tuition support:

1. Participants must have an active and valid teaching license or certificate from the Illinois State Board of Education unless the professional development program is specifically designed for those who are seeking a non-teaching job-related endorsement, license, or certificates or the program is designed to help the employee acquire a teaching license or certificate;

2. The participant’s school principal or other appropriate administrator shall approve/sponsor the participant’s admission to the program and certify that the participant’s participation is relevant to the participant’s current or future duties and is in the best interest of the Board, provided however, that the required approval shall not be unreasonably denied;

3. The participant agrees to the post-program service requirements in Section III.C of this Policy; and

4. The participant agrees to repay the Board for its tuition support via payroll withholding or otherwise in the event the participant fails to complete the program for any reason or fails to comply with the post-program completion service requirements as provided in Section III.C of this Policy.
C. **Post-Enrollment Terms – Continuing Eligibility and Disqualification.** The Chief Talent Officer, with or without the recommendation of the Department Head sponsoring the tuition support, may disqualify a participant from continued participation in a tuition support/professional development program and from future tuition support opportunities for one or more of the reasons below in this Section III.C. In the event a participant is disqualified from continued participation after the Board has made tuition support payments to or on behalf of the participant, the participant will be obligated to repay the Board 100% of the amounts paid in compliance with Section III.D of this Policy. In determining whether to disqualify a participant and require the participant to repay 100% of the amounts paid, the Chief Talent Officer may take into account mitigating factors. The Chief Talent Officer’s decision regarding disqualification and the requirement to repay 100% of the amounts paid may be grieved by employees under the applicable collective bargaining agreements.

1. The participant’s conviction of crime enumerated in Section 34-18.5 of the Illinois School Code;

2. The participant’s non-payment of any previous studies or courses at participating partner programs;

3. The participant’s failure to maintain a passing grade under grading systems of the professional development program;

4. The participant’s resignation, retirement, dismissal from Board employment or any other severance of the participant’s employment relationship with the Board;

5. The participant’s receipt of a Notice of Unsatisfactory Teaching Performance under Section 24A-5 of the Illinois School Code or a finding that the participant has violated Group 3-5 Acts of Misconduct in the Board’s Employee Discipline and Due Process Policy;

6. The participant’s failure to maintain an attendance rate of 85% for all courses, laboratories, practicum or other instructional sessions for which the Board has paid all or part of the tuition or fees; and,

7. The participant’s failure to complete mentoring, course, internship, practicum or other requirements of the professional development program.

D. **Post-Program Completion Service Commitments.**

1. Except as provided in Section III.C.2, participants must agree to and must continue to be employed for a period of time upon completion of the professional development program in compliance with the following schedule:

<table>
<thead>
<tr>
<th>Amount of Total Tuition or Professional Development Support Provided by Program</th>
<th>Post-Program Service Commitment</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00 to $2,500.00</td>
<td>One (1) year</td>
</tr>
<tr>
<td>$2,500.01 to $5,000.00</td>
<td>Two (2) years</td>
</tr>
<tr>
<td>$5,000.01 to $7,500.00</td>
<td>Three (3) years</td>
</tr>
<tr>
<td>$7,500.01 to $10,000.00</td>
<td>Four (4) years</td>
</tr>
<tr>
<td>$10,000.01 to $12,500.00</td>
<td>Five (5) years</td>
</tr>
<tr>
<td>$12,500.01 or more</td>
<td>Six (6) years</td>
</tr>
</tbody>
</table>
If a participant has received tuition support prior to the application, the cost of the current year and prior years’ tuition will be used to calculate the post-program service commitment. The post-service commitment may be served at any local school or district office to which the participant has received an assignment or appointment.

2. If the Board, the Chief Executive Officer, Chief Talent Officer or any administrator closes a participant’s position and the participant suffers a break in service as result of the position closing, the participant must be relieved of the service obligation in Section III.D.1 above.

3. A participant may petition the Chief Talent Officer to relieve them of the service commitment or obligation to repay, or both, on grounds that the service commitment or obligation to repay will impose an undue hardship on the participant on account of unforeseen circumstances beyond the participant’s control. The Chief Talent Officer must advise the participant in writing whether their petition is granted and, if not, the grounds for the denial. Participants who are covered by collective bargaining agreements may grieve a denial of the petition using the provisions of the applicable collective bargaining agreement.

4. Nothing in Sections III.D.1 or III.D.2 above preclude the Board, Chief Executive Officer, the Chief Talent Officer, or their designees from dismissing a participant in compliance with the Board’s Employee Discipline and Due Process Policy.

E. **Board Remedies in the Event Participant Fails to Meet Conditions of Tuition Support.** If a participant fails to meet any of the conditions of their participation in a tuition support program, including the post-program completion service commitment, the Board may pursue the following remedies from or against the participant:

1. Repayment of tuition and fees. The participant must repay to the Board, through payroll withholding or otherwise, in the following amounts:
   a) One hundred percent (100%) of the tuition support paid by the Board if:
      i) the participant fails to satisfactorily complete the educational program; or
      ii) the participant fails to satisfactorily complete the educational program in a timely manner; or
      iii) the participant completes less than twenty percent (20%) of post-program completion service requirements.
   b) Seventy-five percent (75%) of the tuition support paid by the Board if the participant completes twenty percent (20%) but less than forty (40%) of the post-program completion service requirements;
   c) Fifty percent (50%) of the tuition support paid by the Board if the participant completes forty percent (40%) but less than sixty percent (60%) of the post-program completion service requirements;
   d) Twenty-five percent (25%) of the tuition support paid by the Board if the participant completes sixty percent (60%) percent but less than eighty percent (80%) of the post-program completion service requirements;
   e) Ten percent (10%) of the tuition support paid by the Board if the participant completes eighty percent (80%) but less than one hundred percent (100%) of the post-program completion service requirements.
2. Discipline and Dismissal. The Board reserves the right to discipline or dismiss a participant for acts or omissions occurring in connection with the participant’s participation in the Board sponsored professional development or educational program.

3. Reassignment and layoff of employees. The Board reserves the right to reassign or layoff any participant who fails to meet the conditions of his/her participation in the educational program if, in so doing, the participant fails to maintain or become qualified for the position to which he/she is assigned.

4. Other. The Board reserves its right to seek any other remedies against a participant who fails to meet the conditions of his/her participation in the educational program.

V. Procedures to Apply for Tuition Support. Department Heads, in consultation with the Talent Office, may offer tuition support to temporarily assigned teachers, probationary appointed, tenured teachers, paraprofessional/school-related personnel, and educational support personnel, in the exercise of their discretion, as grant or Board funds are available for that purpose. Participants must submit an application to participate in Tuition Support Programs to the Talent Office on an application consistent with the form in Appendix A of this Policy. The Chief Talent Officer or their designee must review all applications and may approve those applications of applicants who meet all eligibility criteria and who agree to the terms and conditions in this Policy. Department Heads who offer tuition support and the Talent Office are responsible for monitoring participant compliance with this Policy.

VI. Participation in Tuition Support Programs Deemed Voluntary. Participation in a Board-sponsored tuition-support/professional development program is voluntary and participants will not be paid any additional wages or salary or a stipend for participating in one of these programs.

VII. Grandfather of Participation Agreements Entered Prior to Effective Date of this Policy. Any participation agreement for tuition and fee support entered between a Board employee and a Board Department before the effective date of this Policy is hereby ratified and approved by the Board, regardless of whether the terms of the participation agreement are fully consistent with this Policy. The Chief Talent Officer or their designee is hereby delegated the authority to resolve any disputes arising out of those participation agreements with the participants’ bargaining representative, if any, as such disputes arise either through applicable grievance procedures or through collective bargaining.

Amends/Rescinds: Amends 06-0726-PO6
Cross References:
Legal References:
CHICAGO PUBLIC SCHOOLS
APPLICATION/AGREEMENT FOR TUITION SUPPORT

Section I: Eligibility Information (To be completed by Employee/Applicant)

Name:_________________________________________________   Employee ID#______________________

Employee Classification:  
☑ Probationary Appointed Teacher  ☐ Tenured Teacher
☐ Temporarily Assigned Teacher  ☐ Educational Support Personnel
☐ Paraprofessional/school-related personnel  ☐ Substitute Teacher

Section II: Tuition Support/Professional Development Program Information (To be completed by Department offering tuition support program)

Sponsoring Department:_________________________________________________________________________

Tuition Support Program Name:___________________________________________________________________

Educational Institution where Program is offered:____________________________________________________

Professional Development Program Description:______________________________________________________

____________________________________________________________________________________________

Amount of Tuition Support Offered:_______________________________  Length of Program:_________________

Amount Paid for tuition support over two years immediately prior to application?  $___________________________

Tuition support for current year?  $_________________________________________________________________

Total Tuition Support (Add Current and Prior Amounts):$____________________________________________

Post-program service requirement: _________years
(Insert years from Tuition Support Policy)

Section III: Sponsor Department's Approval of Application/Attachment of Specific Program Requirements.

I have reviewed this application for tuition support for the above-named Tuition Support/Professional Development Program sponsored by this Department. I verify that all of the information and representations in the application are true and correct and that the Applicant is eligible to participate in the program.

(Strike the following if inapplicable.)
The Tuition Support/Professional Development Program sponsored by the Department has additional specific program requirements, which have been delivered to the Applicant and are attached hereto and incorporated here.

I approve this application.

_____________________________________________   ____________________________________________
Department Head’s Signature                                                                            Date
Section IV: Supervisor’s approval/sponsorship (To be completed by Employee’s Supervisor)

I am the applicant’s supervisor. The professional development program is relevant to the applicant’s current and/or future job duties and the applicant’s participation will benefit the Board of Education. I hereby approve and sponsor the employee’s participation in the Tuition Support Program described in this application.

Supervisor’s Name

Title

Supervisor’s Signature

Date

Section V. Employee’s Application and Acceptance of Terms and Conditions of Tuition Support (Application cannot be approved without employee’s signature below).

I hereby apply for tuition support to enable me to participate in the professional development program described in Section II above. I acknowledge that I have received a copy of all attachments to this application which set forth any additional specific requirements of the professional development program in which I am enrolled. I agree to comply with all requirements of the Tuition Support Program, as set forth in the Board’s Tuition Support Policy and all terms set forth in this Application/Agreement. I further agree to comply with any other specific requirements in any attachment to this Application/Agreement. In making this application for tuition support, I accept and agree to the following terms and conditions of the Board’s payment of tuition support to me or on my behalf:

1. **Disqualification from participation:** I understand that, after approval and acceptance of my application, I may be disqualified and consent to any such disqualification from continuing participation in the program and from future tuition support opportunities for one or more the reasons set forth in subparagraphs a) to g) below. If I am disqualified from continued participation after the Board has made tuition support payments to or on my behalf, I shall repay the Board one hundred percent (100%) of the amounts paid via payroll withholding or otherwise.

   a) My conviction of crime enumerated in Section 34-18.5 of the Illinois School Code;

   b) Non-payment of my portion of the tuition or fees for the professional development program;

   c) My failure to maintain a passing grade or equivalent under other grading systems in the professional development program;

   d) My resignation, retirement, dismissal from Board employment or any other severance of my employment relationship with the Board;

   e) My receipt of a Notice of Unsatisfactory Teaching Performance (also commonly referred to as an “E-3 Notice”) under Section 24A-5 of the Illinois School Code or a finding that I have violated Group 4 or 5 Acts of Misconduct set forth in the Board’s Employee Discipline and Due Process Policy as it exists now or as it may hereafter be amended;

   f) My failure to maintain an attendance rate of 85% for all courses, laboratories, practicum or other instructional sessions for which the Board has paid all or part of the tuition or fees; or

   g) My failure to complete mentoring, course, internship, practicum or other specific requirements of the professional development program.
2. **Post-Program Service Requirements.** I agree to continue my employment with Board of Education of the City of Chicago for a period of ___ years *(insert 1, 2, 3, 4, 5 or 6 in accordance with Board’s Tuition Support Policy)* after I complete my participation in the professional development program for which tuition support is being provided. I understand that I must fulfill my post-program service requirement at a local school to which I am appointed or assigned. I understand that I may be relieved of this service requirement only if my position closes and I suffer a break in service as a result of my position closing.

3. **Repayment of Tuition Support.** I agree that I shall repay the Board any tuition support paid to me or on my behalf by the Board under the following circumstances:

a) One hundred percent (100%) of the tuition support paid by the Board if I:
   i) fail to satisfactorily complete the educational program; or
   ii) fail to satisfactorily complete the educational program in a timely manner; or
   iii) complete less than twenty percent (20%) of post-program completion service requirements;

b) Seventy-five percent (75%) of the tuition support paid by the Board if I complete twenty percent (20%) but less than forty (40%) of the post-program completion service requirements;

c) Fifty percent (50%) of the tuition support paid by the Board if I complete forty percent (40%) but less than sixty percent (60%) of the post-program completion service requirements;

d) Twenty-five percent (25%) of the tuition support paid by the Board if I complete sixty percent (60%) but less than eighty percent (80%) of the post-program completion service requirements;

e) Ten percent (10%) of the tuition support paid by the Board if I complete eighty percent (80%) but less than one hundred percent (100%) of the post-program completion service requirements.

4. **Acknowledgement that Application is Voluntary.** I acknowledge that I have voluntarily applied to participate in the Professional Development Program described in Section II of this Application. I further acknowledge, consent and agree that the Board is under no obligation to pay me a salary, stipend or wage for time spent in completing the requirements of the professional development program. I specifically waive any claim of right to such payment. I further consent and agree that the Board’s presentation of this signed application/agreement to any administrative hearing officer, arbitrator or judicial officer shall be sufficient to defeat such claim.

5. **Payroll Withholding Authorization.** In the event the Board or its designee declares that I am obligated to repay the Board for tuition support under paragraphs 1, 2 or 3 above, I authorize the Board to obtain repayment from me by withholding fifteen percent (15%) of my gross wages or salary each payroll period until the entire amount of the tuition support paid by the Board is repaid by me or, in the event, that I have resigned or retired, to withhold the entire amount to be repaid from any vacation or sick leave payouts due me. I agree that the Board will be not required to take any other action to commence the withholdings authorized by this paragraph. I also agree that the Board may institute an action in any court of competent jurisdiction to obtain a judgment against me or my heirs for any tuition support repayment obligation not satisfied by the payroll withholding authorized by this paragraph.

6. **Authorization to Release Student Records.** I hereby authorize the educational institution described in Section II of this Application to release to the Chief Talent Officer, or their designee, of the Board of Education of the City of Chicago any and all of my student records maintained by the educational institution covering the period of the professional development program described in Section II of this Application/Agreement and I hereby release that educational institution from any all claims or demands arising out of its good faith release of such records to the Chief Talent Officer for the Board of Education of the City of Chicago.
<table>
<thead>
<tr>
<th>Employee’s Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee’s Printed Name</td>
<td>Employee’s Home Telephone</td>
</tr>
<tr>
<td>Employee’s Home Address</td>
<td>Employee’s CPS e-mail Address</td>
</tr>
<tr>
<td>Employee’s City, State and Zip Code</td>
<td>Employee’s Personal e-mail Address</td>
</tr>
</tbody>
</table>

**Section VI. Talent Office approval** (Verify each component).
The Application/Agreement has been reviewed by the Talent Office.
1) Any additional specific program requirements have been tendered to the Applicant are attached to this Application/Agreement;
2) The number of post-program completion years has been correctly calculated and entered on the Application/Agreement;
3) The Applicant/Agreement has all required approvals and is complete in all respects;
4) Employee is eligible for tuition support in accordance with the Tuition Support Policy.

Approved: ___________________________   Date ____________

**Routing:** Upon approval, this application shall be routed to:
   _____ Personnel File   _____ Sponsoring Department   _____ Employee Supervisor   _____ Employee