

Chicago Public Schools Policy Manual

Title: TUITION SUPPORT FOR TEACHERS AND EDUCATIONAL SUPPORT PERSONNEL ENROLLED IN BOARD-SPONSORED PROFESSIONAL DEVELOPMENT OR EDUCATIONAL PROGRAMS

Section: 507.2

Board Report: 06-0726-PO6

Date Adopted: July 26, 2006

Policy:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education adopt a new Tuition Support for Teachers and Educational Support Personnel Policy.

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 and educational support personnel employed by the Board.

POLICY:

- I. **Statement of Policy.** The Chicago Board of Education seeks opportunities to improve and enhance the quality of teaching and learning in the Chicago Public Schools by providing, where possible, tuition and fee support to temporarily assigned teachers, probationary appointed teachers, tenured teachers and educational support personnel to allow them to participate in Board-sponsored professional development or educational programs that will enable them to obtain or enhance their professional educator instructional or curricular skills and qualifications, including courses of study that will qualify participants for teacher certifications or endorsements or special certifications in certain teaching methods or programs. It is in the best interest of the Board and its teachers and educational support personnel that the terms and conditions for the Board's payment of and teachers' and educational support personnel's receipt of tuition and fee supports be explicitly set forth as a personnel policy.
- II. **Applicability.** This Policy applies to any temporarily assigned teacher, probationary appointed teacher, tenured teacher or 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. **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 or educational support personnel ("participants"), the participants shall 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 shall apply for purposes of this Policy:
 1. "Participant" means a temporarily assigned teacher, probationary appointed teacher, tenured teacher or educational support personnel employee who has applied for and been approved to participate in a Board-sponsored professional development or educational program.
 2. "Board sponsored professional development or educational program" means a course of study paid for in whole or in part by the Board and arranged for by a

Board Department, in partnership with a university or educational institution, to enable the Board's temporarily assigned teachers, probationary appointed teachers, tenured teachers or educational support personnel to obtain or enhance their professional educator instructional or curricular skills and qualifications, including courses of study that will qualify participants for teacher certifications or endorsements or special certifications in certain teaching methods or programs. "Board sponsored professional development or educational programs" do not include seminars or conferences.

B. *Pre-Enrollment Terms.* Pre-participation eligibility shall include the following conditions:

1. The participant shall have a valid initial or standard teaching certificate from the Illinois State Board of Education unless the professional development program is specifically designed for temporarily assigned teachers or educational support personnel who are seeking an initial, standard teaching certificate, endorsement, special teaching or instructional assistant certificates;
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, if a teacher, has passed the Illinois Basic Skills Test;
4. The participant shall agree to post-program service requirements set forth in Section III.C of this Policy; and
5. The participant shall agree to repay the Board for its tuition support via payroll withholding or otherwise in accordance with Section III.D of this Policy in the event the participant fails to complete the program for any reason or fails to comply with the post-program completion service requirements set forth in Section III.C of this Policy.

C. *Post-Enrollment Terms – Continuing Eligibility and Disqualification.* The Chief Human Resources Officer, with or without the recommendation of 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 the reasons set forth 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 accordance 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 Human Resources Officer may take into account mitigating factors. The Chief Human Resources Officer's decision regarding disqualification and the requirement to repay 100% of the amounts paid may be grieved by employees subject to and in accordance with 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 the participant's portion of the tuition or fees for the professional development program;

3. The participant's failure to maintain a "B" grade point average or equivalent under other grading systems in 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 (also commonly referred to as an "E-3 Notice") under Section 24A-5 of the Illinois School Code or a finding that the participant has 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;
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 shall agree to and must continue to be employed for a period of years upon completion of the professional development program in accordance with the schedule set forth below. If a participant has received tuition support in the two (2) years prior to the application, the cost of the current year and prior two years' tuition shall be used to calculate the post-program service commitment. The post-service commitment may be served at any local school to which the participant has received an assignment or appointment.

Amount of Total Tuition or Professional Development Support Provided by Program	Post-Program Service Commitment
\$0.00 to \$2,500.00	None
\$2,500.01 to \$5,000.00	One (1) year
\$5,000.01 to \$7,500.00	Two (2) years
\$7,500.01 to \$10,000.00	Three (3) years
\$10,000.01 to \$12,500.00	Four (4) years
\$12,500.01 or more	Five (5) years

2. If the Board, the Chief Executive 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 shall be relieved of the service obligation set forth in Section III.D.1. For purposes of this Policy, "break in service" means that the employment relationship between the Board and the participant has been severed for a period of one (1) year.
3. A participant may petition the Chief Human Resources Officer to relieve him/her of the service commitment and/or obligation to repay on grounds that the service commitment and/or obligation to repay will impose an undue hardship on the

participant account of unforeseen circumstances beyond the participant's control. The Chief Human Resources Officer shall advise the participant in writing whether his/her 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 in accordance with the provisions of the applicable collective bargaining agreement.

4. Nothing in Sections III.D.1 or III.D.2 shall preclude the Board or the Chief Executive Officer from dismissing a participant in accordance with the Board's Employee Discipline and Due Process Policy as it exists now or as it may hereafter be amended.

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 his/her participation in a tuition support program, including the post-program completion service commitment, the Board shall have the following remedies from or against the participant:

1. Repayment of tuition and fees. The participant shall be obligated to repay to the Board, through payroll withholding or otherwise, the following amounts, under the following circumstances:
 - 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.
- IV. **Procedures to Apply for Tuition Support.** Department Heads may offer tuition support to temporarily assigned teachers, probationary appointed and tenured teachers, and educational support personnel, in the exercise of their discretion, as grant or Board funds are available for that purpose. Participants shall make application to participate in Tuition Support Programs to the Department of Human Resources on an application consistent with the facsimile set forth in Section VII of this Policy. The Chief Officer of Human Resources or his/her designee shall review all applications and may approve those applications of applicants who meet all eligibility criteria and who agree to the terms and conditions set forth in this Policy. Department Heads who offer tuition support and the Chief Officer of Human Resources shall be responsible for ensuring participant compliance with this Policy.
 - V. **Participation in Tuition Support Programs Deemed Voluntary.** Participation in a Board-sponsored tuition-support/professional development program shall be voluntary and participants shall not be paid any additional wages or salary or a stipend for participating in any such program.
 - VI. **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 prior to the effective date of this Policy is hereby ratified and approved by the Board, notwithstanding whether the terms of the participation agreement are fully consistent with this Policy. The Chief Executive Officer or his 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.
 - VII. **Facsimile Application.** A facsimile Application/Agreement for Tuition and Fee Support is attached hereto and made a part of this Policy. Said facsimile application may be modified from time to time by the Chief Executive Officer or the Chief Human Resources Officer as either of them deem fit provided that any such modification must be consistent with Sections I to VI of this Policy.

CHICAGO PUBLIC SCHOOLS
APPLICATION/AGREEMENT FOR TUITION SUPPORT
INSTRUCTIONS TO APPLICANTS, SUPERVISORS
AND SPONSORING DEPARTMENT HEADS

For a copy of the Board's Tuition Support Policy, please visit the Board's Policy Web-Site at www.cps.k12.il.us. Applications for tuition support require approval of the applicant's supervisor and the sponsoring department head and the Department of Human Resources. The Application must be completed in all respects and approved by all parties before the tuition support program begins. Sections I-IV should be completed by the applicant, the sponsoring department head and the applicant's supervisor before the application is submitted to the Department of Human Resources for approval. The following instructions will assist you in completing the application.

Section I. Except where noted, the **applicant** should complete Section I. Information regarding position number and title should be obtained from applicant's supervisor or the Department of Human Resources.

Section II. The **sponsoring department head** should complete Section II. Information regarding the program, educational institution and amount of tuition support should be obtained from the Sponsoring Department.

Section III. The **sponsoring department head** must complete this section. **IF THERE ARE SPECIFIC ADDITIONAL PROGRAM REQUIREMENTS THAT ARE NOT SET FORTH IN THE APPLICATION, THE SPONSORING DEPARTMENT MUST ATTACH THEM TO THE APPLICATION.** If there are no such specific additional program requirements, the paragraph certifying their attachment must be stricken.

Section IV. The **applicant's supervisor** must complete this section and certify that the tuition support program is relevant to the applicant's current or future responsibilities and that the participant's participation will benefit the Board of Education.

Section V. The applicant, sponsoring department head, and supervisor **MUST ENSURE THAT THE NUMBER OF YEARS OF POST-PROGRAM SERVICE** is written in the blank in this Section. The Application/Agreement is voidable by the Board unless it is completed. The number of post-service commitment years must be based upon the total amount of tuition support set forth in Section II (*that is the total tuition support received by the participant over three years consecutive years of participation*) and the corresponding years as set forth in the Tuition Support Policy, which are as follows:

Amount of Tuition or Professional Development Support	Post-Program Service Commitment
\$0.00 to \$2,500.00	None
\$2,500.01 to \$5,000.00	One (1) year
\$5,000.01 to \$7,500.00	Two (2) years
\$7,500.01 to \$10,000.00	Three (3) years
\$10,000.01 to \$12,500.00	Four (4) years
\$12,500.01 or more	Five (5) years

Section VI. Once Sections I-V are completed, the application must be submitted to the Department of Human Resources. A Department of Human Resources representative must complete Section VI and verify that all aspects of the Application/Agreement are complete. Until Application/Agreement is complete and approved, the applicant may not enroll in professional development program or receive tuition support.

**CHICAGO PUBLIC SCHOOLS
APPLICATION/AGREEMENT FOR TUITION SUPPORT**

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

Name: _____ Employee ID# _____
 Pos. No. _____ Work Location: _____ Unit# _____ Teaching Cert.#: _____
 Employee Classification: _____ Probationary Appointed Teacher _____ Tenured Teacher
 _____ Temporarily Assigned Teacher _____ Educational Support Personnel

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

Sponsoring Department: _____
 Tuition Support Program Description: _____
 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 his/her 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

Work Location

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 make application for tuition support to enable me to participate in the professional development program described in Section II above. **I hereby 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 for Teachers and Educational Support Personnel Enrolled in Board-Sponsored Professional Development or Educational Programs 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 "B" grade point average 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, or 5 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%) 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 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 Officer of Human Resources 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 Officer of Human Resources for the Board of Education of the City of Chicago.

Employee's Signature

Date

Employee's Printed Name

Employee's Home Telephone

Employee's Street Address

Employee's Business Telephone

Employee's City, State and Zip Code

Employee's e-mail Address

Section VI. Human Resources Department approval (Verify each component).

The Application/Agreement has been reviewed by Human Resources Department. 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

Amends/Rescinds:
Cross References:
Legal References:

Adopted 06-0726-PO6