

**Agreement Between the
Board of Education of
the City of Chicago and
the Chicago Teachers
Union, Local No. 1,
American Federation of
Teachers, AFL-CIO July
1, 2007 - June 30, 2012**

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AGREEMENT
between
THE BOARD OF EDUCATION
of the
CITY OF CHICAGO
and the
CHICAGO TEACHERS UNION,
Local No. 1, American Federation of Teachers, AFL-CIO

Agreement made and entered into on the twenty-sixth day of September, A.D. two thousand and seven, by and between the Board of Education of the City of Chicago (hereinafter referred to as the BOARD) and the Chicago Teachers Union, Local No. 1, American Federation of Teachers, AFL-CIO (hereinafter referred to as the UNION).

Preamble

The BOARD and the UNION recognize that they have a common responsibility to work together toward the achievement of quality education. The attainment of this objective requires mutual understanding and cooperation between both parties and all members of the professional staff.

It is recognized that teaching requires specialized qualifications as well as educational requirements and that the success of the educational program depends upon the maximum utilization of the abilities of teachers and other bargaining unit members who are reasonably well satisfied with the conditions under which they work, who are assured of a fair reward and security in their profession and who are cooperatively working for the achievement of effective programs of education.

A free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to agreement in matters of mutual concern and to approaches that will increase the effectiveness of teachers and other bargaining unit members in the classroom and in the community.

The BOARD, the Chief Executive Officer and staff, and the UNION, through a series of meetings, have set up this Agreement, have formulated general objectives that are mutually acceptable and shall develop long-range educational goals and programs in areas of mutual concern.

The Chief Executive Officer, administrative officers and the officers of the UNION recognize that the best interests of public education will be served through the establishment of procedures that will provide an orderly way to discuss matters of common concern, to reach agreement satisfactory to each and to appeal through channels designated in this Agreement.

It is the intent that this joint effort will contribute in significant measure to the advancement of public education in the City of Chicago.

It is the intent of both parties that all discussions and conferences growing out of this Agreement be held in an atmosphere of good faith, confidence and mutual respect.

ARTICLE 1. RECOGNITION

1-1. The BOARD recognizes the CHICAGO TEACHERS UNION, LOCAL NO. 1, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, as the sole and exclusive bargaining representative of all employees employed in the titles or categories of elementary and secondary teachers, retired teachers employed under Article 44-39 and other teachers and related service personnel as defined in Appendix D (hereinafter referred to as **teachers**); and full-time teacher assistants, school clerks, school community representatives, library assistants, audiometric and vision screening technicians, computer technicians, technology coordinators I, technology coordinators II, technology coordinators III and other paraprofessional and school-related personnel as defined in Appendix D (hereinafter referred to as **other bargaining unit members**). If the BOARD reclassifies titles or categories of positions or employs a new title or category of position having a community of interest with employees in the existing bargaining unit, employees in such new title or category of position shall be included within the existing bargaining unit. Upon the UNION's request, the parties shall negotiate the terms and conditions of employment for such new or reclassified title or category of position. Nothing contained in this section shall be construed to require renegotiation of terms and conditions of employment applicable to employees in an existing bargaining unit as a result of the BOARD's reclassification of the title or category of employees in the unit.

1-2. The UNION, in accordance with **Board Reports** 74-069, 67-1256, 68-169 and 70-1092, is recognized as the sole and exclusive bargaining representative for all those categories listed in the bargaining unit (Article 1-1). No other group or organization or representative thereof shall be recognized or permitted to engage on behalf of any employees included in the UNION bargaining unit in any activities concerning wages, hours or terms and conditions of employment, including the submission of proposals, participation in hearings, conferences or meetings for the above purposes and any other group or collective action dealing with above-described matters. However, the above provisions shall not preclude the right of an individual to present grievances on his or her own behalf or to submit suggestions to the Chief Executive Officer as individuals or to prevent groups or organizations from presenting suggestions or proposals at the annual public hearing on the budget prescribed by statute.

1-3. It is not the intent of this Agreement to discriminate in any way against any teacher or other bargaining unit member regardless of membership or non-membership in any employee organization.

1-4. Teachers or other bargaining unit members who participate in the process of resolving grievances or professional problems in the manner indicated herein shall not be subject to discrimination for such action.

1-5. The Chief Executive Officer and the UNION shall have the right of free choice in designating representatives for the purpose of resolving grievances and professional problems.

1-6. The resolution of all grievances and professional problems shall be in accordance with the procedures which are a part of this Agreement.

1-7. The Office of the Chief Executive Officer shall, upon request, furnish to the UNION available and pertinent reports, statistics and general information concerning the Chicago schools. The Chief Executive Officer shall have the same right to receive pertinent information from the UNION.

The Office of the Chief Executive Officer shall furnish to the UNION information necessary to the intelligent and professional resolution of specific grievances and professional problems of teachers or other bargaining unit members. Any such information shall be made available only with the consent of the teacher or other bargaining unit member involved and shall be kept in confidence unless otherwise agreed. The Chief Executive Officer shall have the same right to receive pertinent information from the UNION.

Copies of special BOARD reports distributed at regular BOARD meetings shall be given to the UNION representative attending such meetings, upon request from said representative, at the time said reports are given to representatives of city-wide organizations.

BOARD reports pertaining to matters covered in the AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE CITY OF CHICAGO AND THE CHICAGO TEACHERS UNION, LOCAL NO. 1, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, shall be sent to the President of the UNION prior to the Wednesday BOARD meeting at which they are to be considered. Insofar as it is possible to do so, at the request of the President of the UNION, the Chief Executive Officer shall discuss any such report with the President prior to said meeting. Bulletins pertaining to matters covered in the AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE CITY OF CHICAGO AND THE CHICAGO TEACHERS UNION, LOCAL NO. 1, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, shall be discussed with the President of the UNION before they are distributed.

1-7.1. The Office of the Chief Executive Officer agrees to supply the UNION with the following reports as long as such reports are prepared: (1) teacher payroll step and lane report and (2) monthly teacher substitute activity report.

1-7.2. The UNION shall furnish the Office of the Chief Executive Officer with five copies of the current school delegate's handbook.

1-7.3. The Office of the Chief Executive Officer shall provide the principal of each school through e-mail or otherwise with a weekly (or as published) Chief Executive Officer's bulletin. Upon receipt, the principal shall provide a copy of the bulletin to the school delegate.

1-8. The BOARD shall deduct from the pay of each teacher or other bargaining unit member from whom it receives an authorization to do so the required amount of fees for the payment of UNION dues. Such fees, accompanied by a list of persons from whom they have been deducted and the amount deducted from each, and by a list of persons who had authorized deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the UNION office no later than five school days after such deductions were made. Such lists shall be made on a school-by-school basis.

Any bargaining unit member may terminate the dues check-off during August by submitting written notice to the Department of Human Resources and the UNION.

1-8.1. Effective September 1, 1995 and thereafter, the BOARD shall deduct from the pay of each full-time teacher or full-time other bargaining unit member who is a member of the United Credit Union from whom it receives an authorization to do so the bi-weekly amount authorized by the member for savings/shares in the United Credit Union.

Each eligible member of the collective bargaining unit may have one authorization agreement and options to increase or decrease the member's share/savings during the calendar year.

Such amounts deducted from the member's bi-weekly payroll shall be forwarded electronically via the Automatic Clearing House (ACH) to the member's account at the United Credit Union no later than five school days after such deductions are made. A list of persons from whom funds have been deducted (in Social Security sequence) or other sequence mutually acceptable to the BOARD and the United Credit Union shall be made available to the United Credit Union no later than five school days after such deductions are made.

The United Credit Union shall submit authorization cards for deduction upon forms approved by the Chief Executive Officer. The authorization card shall include a statement of acceptance of the conditions which incorporates the provisions of Recommendations, parts two through six, of the **Board Report** No. 73-304 (September 22, 1965).

1-8.2.

- A. All full-time employees covered by this Agreement who are not members of the UNION, commencing on the effective date of this Agreement, or sixty days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the UNION, shall pay to the UNION each month their fair share of the costs of the services rendered by the UNION that are chargeable to non-members under state and federal law.
- B. The UNION shall certify to the BOARD a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.

- C. Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the non-member employees and remitted to the UNION within ten work days of said deduction unless required to remit a fee to the Labor Board for escrow.
- D. The BOARD shall cooperate with the UNION to ascertain the names of all employee non-members of the UNION from whose earnings the fair share payments shall be deducted and their work locations and shall provide the UNION space to post a notice concerning fair share.
- E. The UNION and the BOARD shall comply with the rules of the Labor Board concerning notice, objections and related matters contained in its fair share rules.
- F. Upon adoption of any UNION internal appeal procedure, the UNION shall supply the BOARD with a copy. In addition, the UNION shall advise the BOARD of subsequent changes therein.
- G. The UNION shall indemnify and hold harmless the BOARD and its members, officers, agents and employees from and against any forms of liability that shall arise out of, or by reason of action taken by the BOARD for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished by the UNION under any such provisions. The UNION shall be responsible for the attorney's fees of any attorney for the BOARD. Such attorney shall be selected by the UNION subject to approval by the BOARD, which approval shall not be unreasonably withheld.
- H. If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the UNION and the BOARD agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.
- I. Nothing in this Article shall inhibit or interfere with the right of non-association of employees based upon *bona fide* religious tenets or teachings of a church or religious body of which such employees are members. Such employees shall pay an amount equal to their proportionate share determined under a proportionate share agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are unable to reach an agreement on the matter, an organization shall be chosen from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board.

1-8.3. Effective with pay period number 21, 1999 and thereafter, the BOARD agrees to electronically wire transfer monies deducted from the salary warrants of each applicable member of the bargaining unit to the respective tax sheltered annuity carrier or mutual fund after such deductions are made.

1-8.4. The BOARD agrees to deduct from the pay of each teacher or other bargaining unit member from whom it receives an authorization to do so the monthly amount authorized by the member to be paid to the Chicago Teachers Union Political Action Committee. The BOARD shall charge the UNION a service fee of \$1.00 per member enrolled per year.

1-9. The Chief Executive Officer shall meet monthly at a mutually agreeable time with the President of the UNION and/or the President's designee to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.

1-10. The principal of a school shall meet at least once a month during the school term with the UNION's Professional Problems Committee at the request of either party to discuss school operations and questions other than grievances relating to the implementation of the Agreement provided, however, that there shall be such a meeting at least once a month at the Professional Problems Committee's request. The principal shall be supplied with an agenda of the items the Committee wishes to cover at least forty-eight hours before any meeting is to take place. The principal may have in attendance any resource person whose presence is needed in connection with a subject on the agenda. Any item the principal places on a meeting agenda shall be supplied to members of the Professional Problems Committee at least forty-eight hours prior to the meeting.

1-10.1. The Professional Problems Committee in each school shall be composed of not less than three nor more than five members.

The names of the members of the Professional Problems Committee shall be submitted in writing to the school principal by the school delegate within five school days after their election to the committee. Any change of membership on the Professional Problems Committee shall be submitted in writing to the school principal by the school delegate.

1-10.2. If the members of the Professional Problems Committee and the principal agree, the Professional Problems Committee and the principal shall mutually develop a procedure for reporting the proceedings of the meeting between the Professional Problems Committee and the principal to the entire faculty.

1-11. The principal and the chairperson of the Professional Problems Committee shall exchange available and pertinent information concerning the operation of the school when such information is necessary for the understanding and resolution of professional problems under discussion by the principal and the Professional Problems Committee.

1-11.1. Implementation at the local school of any UNION-BOARD program will be preceded by discussion and planning between the Professional Problems Committee and the principal.

1-11.2. Implementation of any new instructional program at the local school level will be discussed and reviewed by the principal and those teachers and other staff members who will be involved in effecting said program.

1-11.3. Each school delegate shall secure from the principal a copy of the most recent "Procedural Manual for Educating Students with Disabilities in the Chicago Public Schools," and any updates thereto shall be available to each school delegate either electronically or in print. If said Manual is revised, a copy of the revised Manual will be substituted within twenty school days after the publication of the new Manual.

1-11.4. School delegates shall be provided the necessary information so that they may compile an up-to-date staff list. Said staff list shall be restricted to members of the bargaining unit assigned to that school.

1-11.5. UNION delegates shall be provided with one additional forty-minute duty-free preparation period per month during which time they shall conduct UNION business, including but not limited to the investigation of professional problems and grievances, development of Professional Problems Committee agendas, distribution of *bona fide* UNION materials and maintenance of the UNION bulletin board. Teacher representatives of the Local School Council shall be provided with one additional forty-minute duty-free preparation period per month during which time they shall conduct Local School Council business.

City-wide delegates shall be provided with two forty-minute periods each school year, one per each city-wide in-service day, during which time they shall be allowed to conduct UNION business.

1-12. Upon notification to the school principal, or in the principal's absence to the acting administrator, the principal or acting administrator shall permit the President of the UNION or the President's designated representative to visit the schools for any purpose relating to the terms and conditions of this Agreement provided that such visitation does not interfere with normal teaching duties of either the teachers interviewed or the UNION delegate. If conferences with teachers or other bargaining unit members are necessary, they shall be scheduled so as not to interfere with the instructional program. The UNION representative shall report to the school office immediately upon arrival and sign the official register.

1-13. Whenever teachers or other bargaining unit members are mutually scheduled by the BOARD and the UNION to participate during working hours in conferences, meetings or negotiations with respect to the Agreement, they shall suffer no loss in pay.

1-14. Appointed teachers who are elected or appointed to full-time positions with the UNION, Illinois Federation of Teachers, American Federation of Teachers or Chicago Federation of Labor-Industrial Union Council shall be granted leaves of absence

without pay for the purpose of accepting those positions. Such leaves shall be granted upon appropriate application by the UNION but no more than fourteen shall be granted for any one school year. Those granted such leaves of absence shall retain all other benefits as if they were in regular service. They shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor, and the absence shall not be construed as a break in service for any purpose.

Appointed teachers on such leaves of absence shall be permitted to make their own and the BOARD's regular contribution to all plans requiring such contribution. They shall also be permitted to pay the contributions required or permitted by law to be made by the employee and the BOARD to the Public School Teachers' Pension and Retirement Fund of Chicago to ensure that full credit for retirement purposes is granted for the time spent on such leaves of absence.

An appointed teacher elected to an elective office in the UNION, the Illinois Federation of Teachers, the American Federation of Teachers or the Chicago Federation of Labor–Industrial Union Council shall be returned to his or her original position at the conclusion of said term of office, but a teacher elected to a subsequent term or terms shall be returned to an equivalent position upon return to the school system.

An appointed teacher appointed to such position who returns to the school system within one school year or at the beginning of the next semester after the expiration of one year after the leave begins shall be returned to his or her original position; but if the return to the system occurs thereafter, the teacher shall be returned to an equivalent position.

Effective October 15, 1977, two additional appointed teachers elected or appointed to a full-time position with the UNION, Illinois Federation of Teachers or American Federation of Teachers shall be granted a leave of absence without pay for the purpose of accepting this position upon appropriate application by the UNION.

Effective November 1, 1979, two additional appointed teachers or PSRPs elected or appointed to a full-time position with the UNION, Illinois Federation of Teachers or American Federation of Teachers shall be granted a leave of absence without pay for the purpose of accepting this position upon appropriate application by the UNION.

Effective November 1, 1981, one additional appointed teacher or PSRP elected or appointed to a full-time position with the UNION, Illinois Federation of Teachers or American Federation of Teachers shall be granted a leave of absence without pay for the purpose of accepting this position upon appropriate application by the UNION.

Effective September 1, 1984, one additional appointed teacher or PSRP elected or appointed to a full-time position with the UNION, Illinois Federation of Teachers, American Federation of Teachers or Chicago Federation of Labor - Industrial Union Council shall be granted a leave of absence without pay for the purpose of accepting this position upon appropriate application by the UNION.

Effective September 1, 1985, one additional appointed teacher or PSRP elected or appointed to a full-time position with the UNION, Illinois Federation of Teachers or American Federation of Teachers shall be granted a leave of absence without pay for the purpose of accepting this position upon appropriate application by the UNION.

Effective September 1, 1987, one additional appointed teacher or PSRP elected or appointed to a full-time position with the UNION, the Illinois Federation of Teachers or American Federation of Teachers shall be granted a leave of absence without pay for the purpose of accepting this position upon appropriate application by the UNION.

Effective July 1, 2007 and thereafter, the BOARD and the UNION agree that thirty-five appointed teachers or PSRPs elected or appointed to full-time positions with the UNION, the Illinois Federation of Teachers, the American Federation of Teachers or the Chicago Federation of Labor-Industrial Union Council shall be granted leaves of absence without pay for the purpose of accepting these positions upon appropriate application by the UNION. The BOARD and the UNION agree to process all leave requests above the current number of thirty-five according to past practice for such leave requests in effect on the date of ratification.

The foregoing provisions shall be applicable to such teachers with the exception that if said teacher returns to the school system said teacher shall be assigned to an equivalent position in the area of his or her certification, but shall not have the right to return to the teacher's original school.

A PSRP elected or appointed to an office in the UNION, Illinois Federation of Teachers, American Federation of Teachers or the Chicago Federation of Labor - Industrial Union Council shall be returned to an equivalent position upon return to the school system after ninety calendar days' notice has been given to the BOARD. Such persons shall have priority to transfer to the position from which the leave was granted.

1-15. The UNION shall be provided adequate bulletin board space in a place readily accessible to and normally frequented by all teachers and other bargaining unit members in each school for the posting of official notices and other official materials relating to UNION activities. The bulletin board space allocated shall be identified with the name of the UNION and the name of the school delegate. The school delegate or the delegate's designee shall have the responsibility for posting materials on the bulletin board.

1-15.1. The names of the members of the Professional Problems Committee shall be posted on the UNION bulletin board.

1-16. The UNION shall have the right to place material in the mailboxes of teachers and other bargaining unit members. Placement will be made by the school delegate or the delegate's designee. Material placed in mailboxes shall be restricted to official material supplied by the UNION or material signed by the school delegate.

1-16.1. An information copy of all materials placed in mailboxes of teachers and other bargaining unit members by the UNION shall be placed in the principal's mailbox.

1-17. On twenty-four hours' notice to the principal of the school, the UNION shall have the right to schedule meetings in the building before or after regular duty hours and during lunch time of teachers or other bargaining unit members involved in matters concerning their employment, the provisions of this Agreement and for the conduct of UNION business, provided said meetings do not interfere with an in-service or general faculty meeting previously scheduled and posted prior to the twenty-four-hour notification given to the principal by the UNION. Where such meetings are held outside of the operating hours of that school, the UNION shall pay the additional costs.

1-17.1. The names of all school delegates of the UNION shall be furnished to the principal within ten school days after the election. Any change in school delegate shall be reported to the principal in writing as soon as possible after the election.

The UNION shall furnish at the beginning of each school year a current copy of the House of Delegates Directory to the Chief Labor Relations Officer.

1-17.2. Effective September 7, 1987 and thereafter, the UNION shall supply, in writing, at the beginning of each school year to the BOARD, through the Chief Labor Relations Officer, a complete list of elected officers and field representatives.

1-18. The terms of this Agreement shall not apply where inconsistent with constitutional, statutory or other legal provisions. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such cases, all other provisions of this Agreement shall remain in effect.

Nothing contained in this Agreement shall be construed to deny to any teacher or other bargaining unit member or to the BOARD the right to resort to legal proceedings. No decision on or adjustment of a grievance shall be contrary to any provision of this Agreement.

1-19. Where used in this Agreement —

School shall mean any work location or functional division or group.

Principal shall mean the chief administrator of a school or unit.

School delegate shall mean the agent of the UNION in any work location or functional division or group.

PSRP (Paraprofessional and School-Related Personnel) shall mean an employee who is a member of the bargaining unit appointed to a paraprofessional and school-related personnel position (or, as referred to in current BOARD policy, an educational support personnel (ESP) position).

The **singular** shall include the **plural**.

1-20. In the event a school does not elect a school delegate, the UNION President shall designate a school delegate *pro tem* at the school. The school delegate *pro tem* shall perform all duties of the school delegate until an election is held and school delegate appointed.

ARTICLE 2. FAIR PRACTICES

2-1. In accordance with the laws of the United States and State of Illinois and the established policies and practices of the BOARD and the UNION, there shall be no discrimination against any teacher or other bargaining unit member on the basis of race, creed, color, age, sex, national origin, marital status, sexual orientation or membership or participation in, or association with the activities of, the UNION. The BOARD and the UNION shall work affirmatively to the end that each student may have the educational advantage of an integrated school.

2-2. There shall be no discrimination by the BOARD against any teacher or other bargaining unit member on account of any disability unrelated to the individual's ability to perform the essential functions of his or her job. If reasonable accommodation under the Americans with Disabilities Act conflicts with any provision of this Agreement, a waiver shall be obtained under the provisions of Appendix C in order to make said accommodation. Any such waiver shall be effective for the duration of the disability, provided that reasonable accommodation remains necessary. No such waiver shall be sought, however, without the written consent of the employee seeking the accommodation.

ARTICLE 3. GRIEVANCE PROCEDURE

Definition: A grievance is a complaint involving a work situation; a complaint that there has been a deviation from, misinterpretation of or misapplication of a practice or policy; or a complaint that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement.

3-1. Adjustment of Grievances — School Level.

3-1.1. A sincere attempt should be made to resolve any dispute on an informal basis between the grievant or the school delegate and the principal or the grievant's immediate supervisor if the grievant is not assigned to an individual school before the dispute becomes formalized as a grievance.

3-1.2. Any grievant or the UNION may present a grievance in writing to the principal or the grievant's immediate supervisor if the grievant is not assigned to an individual school within forty-five school days after the occurrence of the event giving rise to the alleged violation, or within forty-five school days from the time the grievant or the UNION should reasonably have become aware of the occurrence of the event giving rise to the alleged violation, whichever is later, with the further proviso, however, that this time limitation shall not apply to any salary grievance. If two or more grievants have the same grievance, a joint grievance may be presented and processed as a single grievance.

A grievance must bear the signature of the grievant, the UNION school delegate or the UNION President, specifying the complaint(s) and/or violation(s) alleged and a brief statement of facts sufficient to allow a response.

3-1.3. Upon receipt of a grievance in writing, the principal or the grievant's immediate supervisor if the grievant is not assigned to an individual school shall confer within five school days with the grievant and others involved in the grievance. At this conference the facts shall be brought out, and an effort shall be made to adjust the matter to the satisfaction of all concerned.

3-1.4. The grievant may be heard personally and may be represented by the UNION school delegate, the UNION President or the UNION President's designee.

3-1.5. The principal or the grievant's immediate supervisor if the grievant is not assigned to an individual school shall make a decision and communicate it and the bases for the decision in writing to the grievant, the school delegate or UNION designee and the Director of Employee Relations within five school days after the completion of the conference.

3-2. District Superintendent's Review. Deleted effective September 1, 1989.

3-2.1. Procedures for Grievances under Article 28-2 (Maximum Class Size). Deleted effective September 1, 1989.

3-3. Chief Executive Officer's Review. Within fifteen school days after receiving the decision of the principal or the grievant's immediate supervisor if the grievant is not assigned to an individual school, the grievant, through the UNION, may appeal to the Chief Executive Officer or the Director of Employee Relations or his or her designee through the Director of Employee Relations. Copies of the original grievance, the

appeal and any decision rendered shall be forwarded to the Director of Employee Relations with the request for review.

The Chief Executive Officer or the Director of Employee Relations or his or her designee shall meet within ten school days with the concerned parties who will be given two school days' notice of the time and place of the conference. The Chief Executive Officer or the Director of Employee Relations or his or her designee shall make a written decision and communicate the same and the bases for the decision to the parties involved within ten school days after completion of the conference.

3-4. Board of Education Review. Deleted effective September 1, 1989.

3-5. Arbitration. The parties agree to establish a permanent panel of arbitrators. Arbitrators may be removed from the permanent panel by written notice from one party to the other requesting removal. Cases pending before a removed arbitrator shall not be affected. The parties shall make every effort to agree upon a substitute arbitrator. In no event may the arbitration panel be fewer than seven arbitrators.

Within fifteen school days after receiving the decision of the Chief Executive Officer or the Director of Employee Relations or his or her designee, pursuant to Articles 3-3 and 3-6 of this Agreement, the UNION only may file a demand for arbitration with the Director of Employee Relations. Within fifteen school days thereafter, the parties will mutually agree to an arbitrator for that grievance, selecting from the permanent panel. If the parties cannot mutually agree upon an arbitrator, then the arbitrator shall be selected through a striking process with the UNION striking first and then the BOARD until one arbitrator remains. Within five school days of selection of an arbitrator, the parties will contact the arbitrator directly and notify the arbitrator of his or her appointment, request available hearing dates and mutually agree to a hearing date. At least seven calendar days before the hearing, the arbitrator shall mail notice of the date, time and place of the hearing to the BOARD and the UNION. The arbitrator for good cause shown may postpone the hearing or extend any period of time upon request of a party or upon his or her own initiative and shall postpone the hearing or extend any period of time upon mutual agreement of the parties. Within thirty calendar days after the completion of the hearing, the arbitrator shall render a decision and opinion. The decision shall be final and binding on the parties. The cost of the arbitrator shall be equally shared by the parties.

3-5.1. It is agreed and understood that if any hearing, under the above procedures of Article 3-5, is not completed within one school day, neither party shall request an adjournment for a period of more than fifteen school days.

3-5.2. Whenever the UNION requests the issuance of subpoenas for the appearance of witnesses at an arbitration hearing, the UNION shall immediately forward copies of such requests to the Director of Employee Relations. The UNION shall agree to pay the full cost of substitute service for the teacher or other bargaining unit member required to appear as a witness at said arbitration hearing.

3-6. Procedures for Certain Grievances Which Are Not Under Jurisdiction of a Principal. Any grievance based upon the action of authority higher than the principal shall be initiated directly with the Office of Employee Relations whose decision thereon shall be rendered within fifteen school days. The grievance must specify the complaint(s) and/or violation(s) alleged, a brief statement of facts sufficient to allow a response and any documentation which may expedite the resolution of the grievance. Within fifteen school days after receiving the decision of the Office of Employee Relations, the grievant may then appeal the decision of said office to the Chief Executive Officer, by requesting, in writing, a meeting with the Office of Employee Relations, acting as representative of the Chief Executive Officer. Copies of the grievance and the decision shall accompany the appeal forwarded to the Office of Employee Relations.

The Chief Executive Officer or the Director of Employee Relations or his or her designee shall meet within ten school days with the concerned parties who will be given two school days' notice of the time and place of the conference. The Chief Executive Officer or the Director of Employee Relations or his or her designee shall make a written decision and communicate the same to the parties involved within ten school days after completion of the conference. Decisions of the Chief Executive Officer or the Director of Employee Relations or his or her designee may be appealed to arbitration under Article 3-5.

3-7. General Provisions.

3-7.1. The UNION may initiate or appeal a grievance at any step of this procedure. All decisions below the level of the BOARD shall be subject to review and reconsideration by the Chief Executive Officer. Such review shall be initiated by the Chief Executive Officer or the Chief Executive Officer's designee within five school days from the time the decision is rendered and shall follow the procedure specified in Article 3-3.

3-7.2. It is understood between the parties that any teacher or other bargaining unit member may belong to any employee organization and that any such person who is not a member of the UNION or has not expressed a desire to be represented by it shall have the right to present grievances and appeals on his or her own behalf as an individual through the Chief Executive Officer's Review (Article 3-3) and submit suggestions to the BOARD as an individual.

3-7.3. Appearance and Representation. Conferences held under this grievance procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses. The UNION shall have the right to be present at each stage of the grievance procedure and to present its views and introduce evidence. Every effort shall be made to hold such conferences during the school day and when held during the school day all participants shall be entitled to attend without loss of pay.

If the grievant fails to appear at a scheduled grievance conference, and fails to appear at another grievance conference scheduled at the grievant's or the UNION's request,

the grievance shall be deemed to have been resolved; provided, however, that the grievant was given notification of said conference in accordance with the appropriate step of the grievance procedure. It is agreed and understood that the provisions of Article 3-7.4 would be applicable in the scheduling of said conferences.

3-7.4. Time Limits. Failure on the part of the administrator at any step of this procedure to communicate a decision concerning a grievance within the specified time shall permit it to be advanced to the next higher step. Additional time at a specified step of this procedure may be granted by mutual agreement between the parties.

3-7.5. Investigation of Grievances. The school UNION delegate or UNION designee shall be allowed reasonable time by the principal during the school day to investigate grievances. In the event clarification is necessary as to what constitutes reasonable time, the Director of Employee Relations, after consultation with the UNION, shall make the final determination. The President of the UNION or the UNION President's designee shall be accorded all the rights of the UNION school delegate in any school. Time allowed shall be confined to investigating grievances that have been brought to the principal's attention.

3-8. Grievance Mediation.

The UNION, simultaneously with a demand for arbitration pursuant to Article 3-5 of this Agreement, may submit a written request for mediation to the Director of Employee Relations. The grievance will proceed to mediation unless the Director of Employee Relations notifies the UNION, in writing, within ten school days that the BOARD does not agree to submit the grievance to mediation. Further, within ten school days of receiving the UNION's demand for arbitration of a particular grievance, the Director of Employee Relations may request, in writing, that the grievance be submitted to mediation. Any such grievance will proceed to mediation unless the UNION notifies the Director of Employee Relations, in writing, within ten school days that it does not agree to submit the grievance to mediation. Grievances not submitted to mediation will proceed to arbitration in accordance with Article 3-5.

Grievances submitted to mediation shall be submitted to a five-person mediation panel consisting of the following: (a) a mediator selected by the parties and (b) two permanent representatives designated by each party. One of the BOARD's representatives shall be a current or former principal.

Within five school days of the selection of a mediator, the parties will contact the mediator directly and notify the mediator of his or her appointment, request available mediation dates and mutually agree to a mediation date. At least seven calendar days before the mediation session, the mediator shall mail notice of the date, time and place of the session to the BOARD and the UNION. The mediator for good cause shown may postpone the mediation session or extend any period of time upon request of a party or upon his or her own initiative and shall postpone the session or extend any period of time upon mutual agreement of the parties. Prior to the mediation session, the BOARD and the UNION will submit to the mediator all relevant grievance documents for the

grievance or grievances to be addressed at that session. Mediation sessions will be conducted upon request of the BOARD or the UNION on an as needed basis.

If appropriate, the mediation panel may make recommendations for resolution to the Chief Executive Officer and President of the UNION. If the Chief Executive Officer and President mutually agree to a resolution for a specific grievance, that agreement will be reduced to writing, executed by the parties and implemented. All resolutions shall be non-precedential and not cited in any arbitration case or labor board, administrative or judicial proceeding. In the event of a resolution, the grievance will be withdrawn with prejudice.

If the parties cannot mutually agree to a resolution, they may mutually agree to table and further mediate the grievance at a subsequent mediation session. Absent a resolution or an agreement to table the grievance, the grievance will proceed to arbitration. Any grievance agreed to be submitted to mediation and not considered by the mediation panel within sixty school days after the request for mediation will be submitted to arbitration.

3-9. The BOARD shall remove records of disciplinary action from employees' personnel files four years after the conclusion of disciplinary action.

3-10. Employee disciplinary actions resulting in an accumulated fifteen or more days of suspension in an academic year will be subject to mediation under Article 3-8 of this Agreement.

ARTICLE 4. ELEMENTARY SCHOOL

4-1. The principal shall receive pertinent information from the kindergarten teacher and shall have the counsel of the elementary school counselor in placement of students completing kindergarten.

4-2. If a school is organized on a departmental basis, said departmental classes shall begin on or before the second Wednesday following the opening of the school year unless precluded by the unavailability of teachers with the required subject skills.

4-3. At the beginning of each semester, the kindergarten teacher and the early childhood education teacher shall be scheduled a sufficient amount of non-teaching time, to the extent that use of teacher assistants employed at the school will permit, to complete cumulative record cards, registration cards, emergency information cards and transfer records for kindergarten and early childhood education students.

4-4. The principal or the principal's designee shall advise each subject area department or grade level and the Professional Problems Committee of the total amount of funds available under all BOARD funds each year as contained in the annual school budget for the purchase of supplies and materials.

On or before a specific date to be established by the Professional Problems Committee and the principal, each subject area or grade level teacher may submit, in writing, to the principal or the principal's designee, a suggested list of supplies for his or her students. It is understood that supply allocations are limited to the available funds.

Funds for items which are ordered and marked "out-of-stock" and which remain unexpended at the end of the school year shall be added to the local school's regular supply appropriation for the following year.

4-5. Books and supplies shall be available for distribution to teachers on the first day of school.

4-6. The regular school day for elementary school teachers shall not exceed six hours and forty-five minutes with a continuous duty-free lunch period of forty-five minutes. Effective the 2004-2005 school year, the regular school day for elementary school teachers shall not exceed seven hours with a continuous duty-free lunch period of forty-five minutes. The BOARD and the UNION shall develop up to five models for elementary and high schools for the use of the additional fifteen minutes provided for in this Agreement. The models shall be disseminated to the schools by March 1, 2004. The principal shall select two of the models and the staff shall vote for one of the two. Eight minutes of instruction shall be banked for professional development for school improvement. The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee. Where the duty-free lunch period presents an administrative problem, a solution shall be worked out by the BOARD and the UNION. The day normally shall begin at 8:30 a.m. and end at 3:15 p.m. Effective the 2004-2005 school year, the day normally shall begin at 8:30 a.m. and end at 3:30 p.m. However, the principal (or Chief Executive Officer, if appropriate) may change the beginning and ending times provided that he or she receives the affirmative concurrence of the majority of classroom teachers voting.

4-7. In implementation of present policy, reassigned status of a kindergarten teacher shall be determined by the length of continuous service in the Chicago Public Schools on a regular teaching certificate.

4-8. Additional teachers shall be provided as necessary in elementary schools to give elementary teachers three preparation periods per week.

Teachers so relieved shall use this time for self-directed professional activities which shall include conferences and the preparation of class work.

If an additional music or art teacher is assigned to an elementary school, the principal shall schedule additional self-directed duty-free preparation time for classroom teachers. Library and physical education teachers shall be considered as classroom teachers in the scheduling of said additional duty-free preparation time.

4-9. In all elementary schools, including those on closed campus programs, duty-free preparation time shall be provided for elementary teachers through scheduling the period from 8:30 a.m. to 9:00 a.m. on three days each week for this purpose, and four

days each week when there is a five-day work week, said days to be designated by the principal. Teachers so relieved shall use this time for self-directed professional activities which shall include conferences and the preparation of class work. The teacher shall be ready to teach or perform other assigned duties at 9:00 a.m.

The entry time for students shall be set for 9:00 a.m., except when in the considered judgment of the principal inclement weather presents a threat to the health, safety or welfare of the students.

Teachers assigned to supervisory duty during the 8:30 a.m. to 9:00 a.m. conference and preparation period shall be provided with an equal amount of time for preparation periods at another time.

4-10. Professional preparation periods shall be scheduled through Wednesday of the last week of the school year.

4-11. Upon reasonable notification to the principal in the case of late arrival or early departure to or from school for good cause in an emergency situation only, a teacher or other bargaining unit member assigned to a school present more than one-fourth and less than three-fourths of the working day is considered as having worked one-half day, and a teacher or other bargaining unit member assigned to a school present three-fourths or more of the regular working day is considered as having worked a full day.

4-12. In accordance with current policy, library and physical education programs in all elementary schools where certificated physical education teachers or teacher-librarians have been assigned shall begin no later than Wednesday of the first week of the school year.

4-13. It is agreed that prior to submission by the school principal to the community of the closed campus school day in the elementary schools, a secret ballot vote of all classroom teachers will be conducted no more than once each school year or at the normal reorganization cycle. The procedures for conducting such a vote shall be mutually agreed upon between the principal and the school delegate.

Sixty-seven percent of the classroom teachers voting shall approve the adoption of the closed campus school day at each school. Any teacher who receives supply money under the provisions of Article 44-32 of this Agreement shall be eligible to vote. It is agreed and understood that any classroom teacher already on the closed campus school day program shall not be eligible to vote.

The school hours of teachers in the closed campus school day program shall be from 8:30 a.m. to 3:15 p.m. with a continuous duty-free lunch period of forty-five minutes beginning at 2:30 p.m. at which time teachers may sign out for the day. Effective the 2004-2005 school year, the school hours of teachers in the closed campus school day program shall be from 8:30 a.m. to 3:30 p.m. with a continuous duty-free lunch period of forty-five minutes beginning at 2:45 p.m. at which time teachers may sign out for the day. The BOARD and the UNION shall develop up to five models for elementary and high schools for the use of the additional fifteen minutes provided for in this Agreement.

The models shall be disseminated to the schools by March 1, 2004. The principal shall select two of the models and the staff shall vote for one of the two. Eight minutes of instruction shall be banked for professional development for school improvement. The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee.

In those schools where a recess period for the students is not scheduled in the forenoon, a procedure shall be developed at each school to relieve the teacher for a period of ten minutes. The procedure for supervising the students shall be developed at the local school level.

In those schools where a recess period for the students is not scheduled in the afternoon, a procedure shall be developed at each school to relieve the teacher for a period of ten minutes. The procedure for supervising the students shall be developed at the local school level.

For schools that have adopted the closed campus school day program, a review committee shall be formed at the local school level to review and evaluate the program prior to the close of each school year. This review committee shall be made up of the principal, school delegate, three teachers (one primary, one intermediate and one upper grade teacher where such levels exist) and three parent representatives from the Local School Council. Said teachers are to be elected by the appropriate classroom teachers in a secret ballot election. This review committee shall determine whether the closed campus shall continue for the subsequent school year.

4-13.1. Teachers assigned to schools on the closed campus school day may elect to remain in the main building during their duty-free lunch period from 2:30 p.m. to 3:15 p.m. Effective the 2004-2005 school year, teachers assigned to schools on the closed campus school day may elect to remain in the main building during their duty-free lunch period from 2:45 p.m. to 3:30 p.m.

4-14. A duty schedule for all teachers, teacher assistants, school assistants, instructor assistants and interpreter assistants shall be posted in each elementary school in September and February of each school year.

4-15. In order to ensure that kindergarten students who attend the afternoon session receive the full instructional time allocation on days when one-half day in-service meetings are scheduled, other available staff, in addition to the kindergarten teacher, already at each local school and any available space shall be utilized by the principal to meet the instructional needs of said students.

4-16. A half-time kindergarten teacher who spends the morning at one building and the afternoon at another building shall be given a daily uninterrupted duty-free lunch period of forty-five minutes exclusive of travel time.

4-17. Textbook committees for language arts, mathematics, social studies, science and special education composed of teachers elected by their peers shall be established in each elementary school. The textbook committees shall present written

recommendations to the principal concerning the purchase of textbooks and instructional materials in each subject.

4-18. In those elementary schools in which a student recess period is not scheduled during the morning session, a procedure shall be developed at each school to relieve classroom teachers for a period of ten minutes. The procedure for supervising the students shall be developed at the local school level.

In those elementary schools in which a student recess period is not scheduled during the afternoon session, a procedure shall be developed at each school to relieve classroom teachers for a period of ten minutes. The procedure for supervising the students shall be developed at the local school level.

4-19. All teachers in the early childhood programs should have the same student matriculation dates for entrance and pre-screening procedures.

4-20. Effective July 1, 2004, Teacher Institute Days shall not be scheduled during the week prior to report card distribution.

4-21. The Professional Personnel Leadership Committee shall make written recommendations regarding school safety to the principal and Local School Council.

ARTICLE 5. MIDDLE SCHOOL

5-1. Books and supplies shall be available for distribution to teachers on the first day of school.

5-2. In accordance with current policy, library and physical education programs in all middle schools shall begin no later than Monday of the second-week following the opening of the school year unless certificated physical education teachers or teacher-librarians have not been assigned to the school.

5-3. It is agreed that prior to submission, by the school principals, to the community on the closed campus school day in middle schools, a secret ballot vote of all classroom teachers will be conducted no more than once each school year or at the normal reorganization cycle. The procedure for conducting such a vote shall be mutually agreed upon between the principal and the school delegate.

Sixty-seven percent of the classroom teachers voting shall approve the adoption of the closed campus school day at each school. Any teacher who receives supply money under the provisions of Article 44-32 of this Agreement shall be eligible to vote. It is agreed and understood that any classroom teacher already on the closed campus school day program shall not be eligible to vote.

The school hours of teachers in the closed campus school day program shall be from 8:30 a.m. to 3:15 p.m. with a continuous duty-free lunch period of forty-five minutes beginning at 2:30 p.m. at which time teachers may sign out for the day. Effective the

2004-2005 school year, the school hours of teachers in the closed campus school day program shall be from 8:30 a.m. to 3:30 p.m. with a continuous duty-free lunch period of forty-five minutes beginning at 2:45 p.m. at which time teachers may sign out for the day. The BOARD and the UNION shall develop up to five models for elementary and high schools for the use of the additional fifteen minutes provided for in this Agreement. The models shall be disseminated to the schools by March 1, 2004. The principal shall select two of the models and the staff shall vote for one of the two. Eight minutes of instruction shall be banked for professional development for school improvement. The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee.

In those schools where a recess period for the students is not scheduled in the forenoon, a procedure shall be developed at each school to relieve the teacher for a period of ten minutes. The procedure for supervising the students shall be developed at the local school level.

In those schools where a recess period for the students is not scheduled in the afternoon, a procedure shall be developed at each school to relieve the teacher for a period of ten minutes. The procedure for supervising the students shall be developed at the local school level.

For schools that have adopted the closed campus school day program, a review committee shall be formed at the local school level to review and evaluate the program prior to the close of each school year. This review committee shall be made up of the principal, school delegate, three teachers and three representatives from the Local School Council. Said teachers are to be elected by the appropriate classroom teachers in a secret ballot election. This review committee shall determine whether the closed campus shall continue for the subsequent school year.

5-4. Professional preparation periods shall be scheduled through Wednesday of the last week of the school year.

5-5. Upon reasonable notification to the principal in the case of late arrival or early departure to or from school for good cause in any emergency situation only, a teacher or other bargaining unit member assigned to a school present more than one-fourth and less than three-fourths of the working day is considered as having worked one-half day, and a teacher or other bargaining unit member assigned to a school present three-fourths or more of the regular working day is considered as having worked a full day.

5-6. In accordance with current policy, the number of students attending a middle school library class during one class period shall not exceed the number of tables, chairs and/or other work areas available.

5-7. A duty schedule for all teachers, teacher assistants, school assistants, instructor assistants and interpreter assistants shall be posted in each middle school at least once each semester or at the regular reorganization time.

5-8. The regular school day shall not exceed six hours and forty-five minutes with a continuous duty-free lunch of forty-five minutes, except that if the regular lunch period is shortened, the teachers' day shall be shortened an equal number of minutes. Effective the 2004-2005 school year, the regular school day for elementary school teachers shall not exceed seven hours with a continuous duty-free lunch period of forty-five minutes. The BOARD and the UNION shall develop up to five models for elementary and high schools for the use of the additional fifteen minutes provided for in this Agreement. The models shall be disseminated to the schools by March 1, 2004. The principal shall select two of the models and the staff shall vote for one of the two. Eight minutes of instruction shall be banked for professional development for school improvement. The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee. Where the duty-free lunch period presents an administrative problem, a solution shall be worked out by the BOARD and the UNION.

The day normally shall begin at 8:30 a.m. and end at 3:15 p.m. Effective the 2004-2005 school year, the day normally shall begin at 8:30 a.m. and end at 3:30 p.m. However, the principal (or Chief Executive Officer, if appropriate) may change the beginning and ending times provided he or she receives the affirmative concurrence of the majority of classroom teachers voting.

The BOARD affirms that this provision will be adopted as BOARD policy.

ARTICLE 6. HIGH SCHOOL

6-1. The high school day may begin and end at different times from school to school as determined at the local school level following discussion between the principal and local school faculty, but shall not exceed 406 minutes in length for a high school teacher. The high school teacher is to be in his or her room with the class ready to teach at the time designated on the teacher's schedule. The regular school day shall consist of eight forty-five-minute periods, including five teaching periods, one fourteen-minute division period and eight four-minute passing periods. Any time increase in the division period shall be deducted from the regular class periods. High school teachers shall have a duty-free lunch period of forty-five minutes, except that if the regular lunch period is shortened to less than forty-five minutes, the teacher's school day shall be shortened an equal number of minutes. Each teacher's schedule shall include five forty-five-minute duty-free, self-directed preparation periods per week. Each teacher assigned a division shall have one forty-five-minute conference/preparation period per week. Each teacher's schedule shall include one forty-five-minute advisory period, one forty-five-minute advisory preparation period, one forty-five-minute staff development period and one forty-five-minute teacher collaboration period. Effective the 2004-2005 school year, the high school day shall not exceed 421 minutes in length for a high school teacher. The BOARD and the UNION shall develop up to five models for elementary and high schools for the use of the additional fifteen minutes provided for in this Agreement. The models shall be disseminated to the schools by March 1, 2004. The principal shall select two of the models and the staff shall vote for one of the two. Eight minutes of

instruction shall be banked for professional development for school improvement. The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee.

As an alternative to a forty-five-minute schedule, the principal, with the affirmative concurrence of a majority of the UNION teacher members voting on that schedule, may choose an alternative schedule. The schedules of a forty-, forty-two- or fifty-minute school day, however, shall be limited to the following:

- A. Forty-minute schedule:** The high school day may begin and end at different times from school to school as determined at the local school level following discussion between the principal and the local school faculty, but shall not exceed 406 minutes in length for a high school teacher. The high school teacher is to be in his or her room with the class ready to teach at the time designated on the teacher's schedule. The regular school day shall consist of nine forty-minute periods, including five teaching periods, one ten-minute division period and nine four-minute passing periods. Any time increase in the division period shall be deducted from the regular class periods. High school teachers shall have a duty-free lunch period of forty minutes, except that if the regular lunch period is shortened to less than forty minutes, the teacher's school day shall be shortened an equal number of minutes. Each teacher's schedule shall include five forty-minute self-directed duty-free preparation periods per week. Each teacher assigned a division shall have five forty-minute conference/preparation periods per week. Each teacher's schedule shall include one forty-minute advisory period, one forty-minute advisory preparation period, one forty-minute staff development period, one forty-minute collaboration period and one forty-minute department/school meeting period. Effective the 2004-2005 school year, the high school day shall not exceed 421 minutes in length for a high school teacher. The BOARD and the UNION shall develop up to five models for elementary and high schools for the use of the additional fifteen minutes provided for in this Agreement. The models shall be disseminated to the schools by March 1, 2004. The principal shall select two of the models and the staff shall vote for one of the two. Eight minutes of instruction shall be banked for professional development for school improvement. The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee.
- B. Forty-two-minute schedule:** The high school day may begin and end at different times from school to school as determined at the local school level following discussion between the principal and the local school faculty, but shall not exceed 406 minutes in length for a high school teacher. The regular school day shall consist of eight forty-two-minute periods, including five teaching periods, one nine-minute division period and nine four-minute passing periods. Any time increase in the division period shall be deducted from the regular class periods. High school

teachers shall have a duty-free lunch period of forty-two minutes, except that if the regular lunch period is shortened to less than forty-two minutes, the teacher's school day shall be shortened an equal number of minutes. Each teacher's schedule shall include five forty-two-minute self-directed duty-free preparation periods per week. Each teacher assigned a division shall have five forty-two-minute conference/preparation periods per week. Each teacher's schedule shall include one twenty-five-minute advisory period, one twenty-five-minute advisory preparation period, one twenty-five-minute staff development period, one twenty-five-minute collaboration period and one twenty-five-minute department/school meeting period. Effective the 2004-2005 school year, the high school day shall not exceed 421 minutes in length for a high school teacher. The BOARD and the UNION shall develop up to five models for elementary and high schools for the use of the additional fifteen minutes provided for in this Agreement. The models shall be disseminated to the schools by March 1, 2004. The principal shall select two of the models and the staff shall vote for one of the two. Eight minutes of instruction shall be banked for professional development for school improvement. The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee.

- C. Fifty-minute schedule:** The high school day may begin and end at different times from school to school as determined at the local school level following discussion between the principal and the local school faculty, but shall not exceed 406 minutes in length for a high school teacher. The high school teacher is to be in his or her room with the class ready to teach at the time designated on the teacher's schedule. The regular school day shall consist of seven fifty-minute periods, including five teaching periods, one division period and seven four-minute passing periods. Any time increase in the division period shall be deducted from the regular class periods. High school teachers shall have a duty-free lunch period of fifty minutes, except that if the regular lunch period is shortened to less than fifty minutes, the teacher's school day shall be shortened an equal number of minutes. Each teacher's schedule shall include four fifty-minute self-directed duty-free preparation periods per week. Each teacher assigned a division shall have one conference/preparation period per week. The principal shall designate said weekly period. The period designated for the conference/preparation period shall be determined by the teacher based upon the needs of the division and the teacher shall notify the principal of his or her decision. If there is a change in the designated conference/preparation period, the teacher shall notify the principal by Friday of the week preceding the change. Effective the 2004-2005 school year, the high school day shall not exceed 421 minutes in length for a high school teacher. The BOARD and the UNION shall develop up to five models for elementary and high schools for the use of the additional fifteen minutes provided for in this Agreement. The models shall be disseminated to the schools by March 1,

2004. The principal shall select two of the models and the staff shall vote for one of the two. Eight minutes of instruction shall be banked for professional development for school improvement. The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee.

Time for staff development, planning activities and teacher interaction with parents, following discussion between the Professional Problems Committee and the principal, may be accumulated. Up to ninety minutes of such time may be utilized at the beginning and end of the school day with one week's notice to the faculty. Any other use of the accumulated time must be agreed to by the Professional Problems Committee and the principal.

A thirty-minute advisory period once a week paid at the teacher's regular rate of pay may be added to the fifty-minute high school schedule by following the procedures for waivers outlined in Appendix C.

Nothing herein shall prevent high schools from amending their state Chapter 1 expenditures or from utilizing their state Chapter 1 funds to supplement the basic program.

The BOARD affirms that this provision will be adopted as BOARD policy.

6-2. The principal shall consult all department chairpersons in connection with programming the respective school departments.

Prior to March 1, each department chairperson shall submit written recommendations to the principal or the principal's designee concerning the programming of the department for the following school year.

6-3. There shall be consultation among student, teacher and administrator in placing students in advanced placement classes.

6-4. Separate foreign language classes for native speakers shall be provided where enrollment makes this possible.

6-5. The term **minor** shall be eliminated in relation to Art 1 and one-half unit shall be credited for successful completion of the year's course.

6-6. New buildings shall include adequate facilities in all classrooms designated for the teaching of art including adequate lighting, sinks and cabinet and storage space.

6-7. Whenever possible, mathematics classes shall be assigned to rooms with adequate chalkboard space and provisions for maps, charts, graphs and other teaching aids.

6-8. The chorus room and instrumental rooms shall be made available to the chorus or instrumental music teacher during his or her preparation period whenever possible.

6-9. One period every six school weeks shall be allowed for departmental meetings during the school day provided that this does not necessitate the dismissal of students or cancellation of classes.

6-10. The teacher individually or through the department chairperson shall request in writing approval of the principal prior to inviting a guest speaker to address the class one week prior to the date of the appearance, and written approval of the principal must be secured before the invitation is extended. Any disapproval by the principal shall be submitted in writing.

6-11. Professional journals and other publications shall be purchased through the high school library for use in each high school.

6-12. To the extent that funds can be made available, suitable equipment shall be provided for marketing occupations classes.

6-13. Whenever funds can be made available, the BOARD shall institute an in-service training program for newspaper and yearbook sponsors.

6-14. Workshops for teachers assigned as teacher-coordinators shall be held during the school day.

6-15. As funds, staff and space are available, a materials service center to provide commonly used films, tapes, records, filmstrips, maps, diagrams and paperback books shall be provided in every high school.

6-16. Upon reasonable notification to the principal in the case of late arrival or early departure to or from school for good cause in an emergency situation only, a teacher or other bargaining unit member assigned to a school present more than one-fourth and less than three-fourths of the working day is considered as having worked one-half day, and a teacher or other bargaining unit member assigned to a school present three-fourths or more of the regular working day is considered as having worked a full day.

6-17. High school science laboratory teachers on a forty-five-minute period day shall be programmed for a twenty-five-period teaching week. Each science laboratory teacher's schedule shall include six periods a week for duty-free, self-directed professional preparation and for preparation of experiments, equipment maintenance and inventory. Each science laboratory teacher's schedule shall include one forty-five-minute advisory period, one forty-five-minute advisory preparation period, one forty-five-minute staff development period and one forty-five-minute teacher collaboration period. Effective the 2004-2005 school year, this provision is subject to the additional fifteen minutes per day set forth in Article 6-1 of this Agreement.

High school science laboratory teachers on a forty-minute period day shall be programmed for a twenty-eight-period teaching week. Each science laboratory teacher's schedule shall include seven periods a week for duty-free, self-directed professional preparation and for preparation of experiments, equipment maintenance and inventory. Each science laboratory teacher's schedule shall include one forty-

minute advisory period, one forty-minute advisory preparation period, one forty-minute staff development period and one forty-minute teacher collaboration period. Effective the 2004-2005 school year, this provision is subject to the additional fifteen minutes per day set forth in Article 6-1 of this Agreement.

High school science laboratory teachers on a forty-two-minute period day shall be programmed for a twenty-eight-period teaching week. Each science laboratory teacher's schedule shall include seven periods a week for duty-free, self-directed professional preparation and for preparation of experiments, equipment maintenance and inventory. Each science laboratory teacher's schedule shall include one twenty-five-minute advisory period, one twenty-five-minute advisory preparation period, one twenty-five-minute staff development period and one twenty-five-minute teacher collaboration period. Effective the 2004-2005 school year, this provision is subject to the additional fifteen minutes per day set forth in Article 6-1 of this Agreement.

High school science laboratory teachers on a fifty-minute period day shall be programmed for a twenty-five-period teaching week. Each science laboratory teacher's schedule shall include five periods a week for duty-free, self-directed professional preparation and for preparation of experiments, equipment maintenance and inventory. Effective the 2004-2005 school year, this provision is subject to the additional fifteen minutes per day set forth in Article 6-1 of this Agreement.

6-18. The principal or the principal's designee shall advise each subject area department and the Professional Problems Committee of the total amount of funds available under all BOARD funds each year as contained in the annual school budget for the purchase of supplies and materials.

On or before a specific date to be established by the Professional Problems Committee and the principal, each subject area teacher may submit, in writing, to the principal or the principal's designee, a suggested list of supplies for his or her students. It is understood that supply allocations are limited to the available funds.

Funds for items which are ordered and marked "out-of-stock" and which remain unexpended at the end of the school year shall be added to the local school's regular supply appropriation for the following year.

6-18.1. Funds allocated for the purchase of supplies in drafting classes shall be increased as follows:

\$3.00 per student for 5x classes

\$4.00 per student for 10x classes

\$6.00 per student for 20x classes

6-18.2. The principal or the principal's designee shall advise the high school art teachers, within twenty school days after the budget is received in the school, of the total amount of funds available under all BOARD funds each year as contained in the annual school budget for the purchase of supplies and materials.

Each art teacher shall submit, in writing, to the principal or the principal's designee a suggested list of supplies.

6-19. All instrumental music, band or orchestra rooms in high school buildings over ten years old shall be surveyed for rehabilitation.

6-20. Each foreign language teacher shall submit written recommendations to the principal or the principal's designee relative to organization of classes, level and placement of students in language classes.

6-21. All division teachers shall review the records and programs of the students in their respective divisions to ensure that the prerequisites for advancement in mathematics classes have been met. Any deviations shall be immediately reported to the program office for correction.

6-22. Textbook committees for English, social studies, mathematics, science, business, foreign languages and special education composed of teachers elected by their peers shall be established in each high school. On or before a specific date to be established by the principal and the Professional Problems Committee of each high school, said textbook committees shall present written recommendations to the principal concerning the purchase of textbooks and instructional materials in each subject.

6-23. A duty schedule for all teachers and teacher assistants shall be posted in each high school in September and February of each year.

6-24. Only those members of the high school staff who are properly trained may be required to conduct or directly assist in screening or searching students or others, whether by mechanical, electrical or other means, on a daily or random basis.

6-25. Principals shall establish a process to seek and receive the input of department members prior to selecting a department chair.

ARTICLE 7. ELEMENTARY SCHOOL COUNSELORS

7-1. Wherever possible, no more than forty students shall be tested at any one time.

7-2. Elementary school counselors shall each have a telephone available for their use. Elementary school counselors shall be provided with space which is as free from noise and interruption as the administration of the educational program and the location of the school permits.

7-3. A professional orientation meeting for elementary school counselors shall be held once each year during the regular school day. The BOARD shall also conduct one annual staff development workshop for elementary school counselors to review the duties and responsibilities of elementary school counselors.

7-4. Effective July 1, 2008, the BOARD shall amend its formula for BOARD-funded elementary school counselors so that all elementary schools are allocated a 1.0 elementary school counselor position.

ARTICLE 8. PROFESSIONAL DEVELOPMENT TEACHERS AND TEACHER LEADERS

8-1. Professional Development Teachers ("PD Teachers").

8-1.1. All PD Teachers assigned to instructional or professional development schools whose daily duties include instruction and professional development activities beyond a regular teacher's work day (i.e., 6.25 hours exclusive of lunch and seven hours inclusive of lunch) shall be placed in teacher positions with a value of 1.2, and their compensation for their regular hours of work shall be considered regular salary and pensionable under Article 36-3.1 of this Agreement.

8-1.2. The regular work hours of PD Teachers in 1.2 positions in instructional or professional development schools will include an additional 1.25 actual work hours (or seventy-five minutes) beyond the PD teachers' work day. In every case, however, the total number of hours actually worked by PD teachers in instructional or professional development schools (including the two ten-minute breaks) shall be 7.5 hours, exclusive of the forty-five-minute duty-free lunch period. The regular work day for PD teachers in 1.2 positions at instructional or professional development schools shall not exceed 8.25 hours, including two ten-minute breaks and a forty-five-minute duty-free lunch period.

8-1.3. If in any payroll period a PD Teacher's hours of work exceed seventy-five hours, the BOARD shall pay the PD Teacher for the additional time at his or her hourly rate of pay.

8-1.4. The BOARD may reclassify PD Teacher positions to regular teacher positions with a 1.0 value at the BOARD's sole discretion at the conclusion of a school year.

8-2. Teacher Leaders.

8-2.1. Teacher Leaders shall be placed in teacher positions with a value of 1.2, and all such salary is pensionable under Article 36-3.1 of this Agreement.

8-2.2. Teacher Leaders shall work an eight-hour work day exclusive of a forty-five-minute duty-free lunch period. The eight-hour work day shall include two ten-minute breaks. The "closed campus" option (i.e., taking the duty-free lunch period at the end of the work day) shall not apply to Teacher Leader positions.

8-2.3. If in any payroll period a Teacher Leader's hours of work exceed eighty hours, the BOARD shall pay the Teacher Leader for the additional time at his or her hourly rate of pay.

8-2.4. The BOARD may reclassify Teacher Leader positions to regular teacher positions with a 1.0 value at the BOARD's sole discretion at the conclusion of a school year.

ARTICLE 9. PARAPROFESSIONAL AND SCHOOL-RELATED PERSONNEL (PSRPs)

9-1. Truant Officers.

9-1.1. Initial assignments of truant officers and senior truant officers shall be made from eligibility lists provided by the BOARD.

Persons employed as substitutes shall be those who have passed an appropriate career service examination.

9-1.2. Truant officers shall work from 9:00 a.m. to 4:30 p.m. with one hour for lunch with such variations, not to exceed the total number of working hours, to meet local circumstances as are agreed upon by the truant officer and the principal.

9-1.3. Each school shall provide a desk, a chair and space for the wraps of the truant officer. Telephone service shall be available when necessary for follow-up calls.

9-1.4. The BOARD and the UNION recognize the value of professional orientation workshops and in-service meetings. One city-wide in-service meeting per school year shall be scheduled for truant officers on record-staff development day.

9-1.5. Where possible, a truant officer on temporary assignment shall have the truant officer's regular assignment covered by a substitute truant officer.

9-1.6. Truant officers required to appear in court shall have the services in court of an attorney provided by the BOARD.

9-1.7. Truant officers shall not be responsible for the transfer of school records.

9-1.8. In the physical transfer of students to special schools, the truant officer shall be relieved of custody of the student without undue delay.

9-1.9. Truant officers may be employed in social centers provided that they have the necessary qualifications for the positions they seek.

9-1.10. All other things being equal, seniority will be considered in the selection of senior truant officers seeking transfer to an announced vacancy.

For this purpose, seniority shall be determined from the date of appointment to the grade of senior truant officer. In the event two or more applicants meet all requirements and have equal seniority, the selection shall be made by the director of the Bureau of School Attendance.

9-1.11. When special programs are operated beyond the regular school year, in order to provide the continuity of service, the truant officer regularly assigned to said program shall be retained for summer service. Such service shall be considered as summer employment. If the truant officer regularly assigned to said program waives this opportunity, summer assignments shall be made by the Office of Specialized Services, in consultation with the principal.

Nothing herein shall be construed to authorize additional days of service for these programs in excess of service necessary.

9-2. School Library Assistants.

9-2.1. School library assistants shall receive work orders only from the principal, the assistant principal or the head teacher-librarian.

9-2.2. School library assistants shall perform work related only to the school library.

9-2.3. School library assistants shall not be responsible for giving formalized instruction to classes of students.

9-2.4. All school library assistants shall attend professional development workshops conducted by the BOARD for the purpose of upgrading their skills. Each school library assistant shall attend a minimum of one such workshop annually.

9-3. School Clerks.

9-3.1. The BOARD shall review annually the current school clerk staffing to allow modification of staffing of school clerks at any work location where such a need is determined by the BOARD.

9-3.2. The BOARD will allocate \$250,000.00 in 2003-2004 and \$300,000.00 in 2004-2005 and each year thereafter for additional substitute school clerks who will be assigned to perform the duties of absent school clerks in those schools with less than

two clerks beginning with the second day of absence, and in all other schools, beginning with the fourth day of absence.

9-3.3. School clerks authorized by BOARD action to work on student orientation and articulation days in the weeks preceding the first employee work day of a new school year shall be paid at the clerk's regular rate of salary.

9-3.4. Effective September 2003, there shall be a School Clerk I in every school.

9-3.5. The BOARD and the UNION recognize the value of professional orientation workshops and in-service meetings. Two workshops per year shall be scheduled in order to provide school clerks with new techniques required to fill their job responsibilities and to familiarize school clerks with new technology utilized by the BOARD.

9-3.6. Effective September 3, 1984, any regular School Clerk Assistant assigned in a School Clerk I position for a period of twenty consecutive school days shall be paid at the appropriate step of the School Clerk I salary schedule, effective on the twenty-first consecutive school day.

It is agreed and understood that, upon the assignment or transfer of a regular School Clerk I to said position, the School Clerk Assistant shall revert to the former pay status as a School Clerk Assistant.

9-3.7. School clerks shall be provided necessary training in the implementation of any new programs or responsibilities that are introduced into the schools and performed by the school clerk. When such training is provided, the BOARD shall determine the nature, extent, location and duration of the training.

9-3.8. School clerks will be moved from salary grade 7 to salary grade 8 effective July 1, 1999 and from grade 8 to grade 9 effective July 1, 2000.

9-4. Audiometric and Vision Screening Technicians.

9-4.1. Only qualified audiometric and vision screening technicians and temporary audiometric and vision screening technicians shall administer vision and hearing screenings.

9-4.2. When schedules are assigned, ability and qualifications being equal, audiometric and vision screening technicians shall be given preference based on seniority.

9-4.3. Two city-wide or district cluster meetings shall be held on orientation day and record-staff development day for audiometric and vision screening technicians in order to review new procedures and other related matters.

9-4.4. Travel between schools required by the BOARD shall be conducted within the established seven-hour duty day.

9-4.5. Audiometric and vision screening technicians shall be informed, in writing, of any procedural changes and recording procedures. Said audiometric and vision screening technicians shall implement and comply with said changes.

9-4.6. Any change in the date for submission of time sheets and monthly travel reimbursement applications shall be issued in writing to audiometric and vision screening technicians. All audiometric and vision screening technicians shall implement and comply with said procedures.

9-4.7. Audiometric and vision screening technicians, regardless of the program they are staffed into, shall conform with the screening guidelines outlined by the State of Illinois, Department of Public Health, and the duties established by the BOARD.

9-4.8. As determined by the Office of Specialized Services, audiometric and vision screening technicians shall be provided with replacement equipment to the extent possible and printed forms when necessary.

9-4.9. Current state certifications for audiometric and vision screening technicians shall be kept on file by the Office of Specialized Services of the BOARD.

9-4.10. Effective July 1, 2008, the Audiometric and Vision Screening Technician job title shall be upgraded from Grade G06 to Grade G07, and all employees in this job title shall be placed on the appropriate step of Grade G07 and shall retain their seniority for all purposes. Effective July 1, 2011, the Audiometric and Vision Screening Technician job title shall be upgraded from Grade G07 to Grade G08, and all employees in this job title shall be placed on the appropriate step of Grade G08 and shall retain their seniority for all purposes.

9-5. Teacher Assistants.

9-5.1. If social adjustment schools or industrial skill centers are operated beyond the regular ten school months of the regular school year, and if teacher assistants are to be employed in said summer program, teacher assistants regularly assigned to said schools shall be given preference for summer service. Such service shall be considered as summer employment.

9-5.2. In schools where there are two or more teacher assistants and where outside recess is scheduled, and where the principal determines that all teacher assistants are not needed for recess duty, the recess duties of the teacher assistants shall be rotated.

9-5.3. The BOARD shall employ and maintain nine hundred teacher assistants in the elementary schools and nine hundred teacher assistants in the high schools. The Chief Executive Officer shall consult and advise the President of the UNION monthly on status and progress.

Teacher assistants employed in the elementary schools, high schools and vocational guidance centers shall be employed to relieve teachers of non-professional duties and clerical chores in the schools.

9-6. General Provisions.

9-6.1. Notwithstanding any other provision of this Agreement to the contrary, the provisions of this Article shall govern the transfer and assignment of PSRPs within the bargaining unit, including but not limited to the following classifications: School Community Representatives, School Assistants, Educational Sign Language Interpreters, Interpreter Clerks, Instructor Assistants, Teacher Assistants-Montessori, School Social Service Assistants, Speech Pathology Assistants, Speech Pathology Aides, Licensed Practical Nurses, Guidance Counselor Aides and Occupational Therapists. PSRPs shall be appointed from eligible lists provided by the Department of Educational Support Personnel.

If the majority of the duties of a PSRP position within the bargaining unit are to be performed at a single attendance center, the principal shall appoint a qualified person from the eligible list provided by the Department of Educational Support Personnel. When less than the majority of the duties of a PSRP position within the bargaining unit are to be performed at any single attendance center, the appointment shall be made by the appropriate administrator from the appropriate eligible list. For all positions under the jurisdiction of the Office of Specialized Services where less than the majority of the duties of the position are to be performed at a single attendance center, the appropriate administrator is the Director of the Office of Specialized Services.

9-6.2. Any PSRP who is eligible to transfer shall remain on the transfer list while on an approved leave for illness granted under the provisions of **Board Rule 4-11**, provided that the principal, during the official visitation period established by the Department of Educational Support Personnel, may go to the next name on the transfer list for visitation and approval for transfer if the first name on the list is that of a PSRP on a leave for illness. PSRPs returning from said leave described above shall notify, in writing, each principal of a school to which transfer has been requested that the PSRP is now available for the purpose of visitation by the principal and possible transfer at the next period.

9-6.3. The BOARD shall publish a schedule of PSRP paydays, and when this schedule is changed, prior notice shall be given to all PSRPs.

9-6.4. PSRPs shall be paid on alternate Fridays with no longer than a one-week delay between the end of the pay period and the pay date.

9-6.5. PSRPs other than truant officers are on duty seven hours each school day, exclusive of a thirty-minute lunch period. Effective the beginning of the 2004-2005 school year, PSRPs other than truant officers are on duty seven hours and fifteen minutes each school day, exclusive of a thirty-minute lunch period. PSRPs shall be scheduled for a ten-minute relief period during the morning and a ten-minute relief period during the afternoon. PSRPs assigned to a local school site shall not be required to sign out for lunch unless they are leaving the school building. The hours of arrival and departure and lunch time are designated by the principal.

In setting the starting and ending time for PSRPs, principals shall not act arbitrarily or capriciously nor shall they establish these times as a form of discipline.

9-6.6. Performance ratings shall be distributed at the work location on or before September 30.

Said performance ratings shall indicate the final grade for the performance rating period ending in June.

9-6.7. Whenever, in the opinion of the principal, the service of a PSRP is considered unsatisfactory, the following procedures take place:

- A. The principal of the school notifies the employee in writing stating the reasons for the unsatisfactory rating and offering suggestions and assistance to the employee for improving services. This notification is given to the employee in a private conference, and a copy of the notification is sent to the Director of Employee Relations.
- B. If the principal feels that the work of the employee is still unsatisfactory, after at least thirty school days following the issuance of the notice of unsatisfactory service, the principal sends a letter to the Director of Employee Relations notifying the Director of Employee Relations of this unsatisfactory service. A copy of this letter shall be distributed to the employee.
- C. The Director of Employee Relations shall schedule a conference with the employee and the principal. At this conference, the Director of Employee Relations and the principal shall give positive suggestions for improvement to the employee. The UNION may be present at the conference.

9-6.8. No PSRP shall be requested to remain in a school building after that employee's regular working hours unless security is provided in the work area.

9-6.9. Utilization of all PSRPs shall be in conformity with applicable statutes and established guidelines. Such personnel shall not be used as a substitute for a teacher except for temporary emergency supervisory duty where the welfare of students is involved. Said temporary supervisory duty shall not exceed sixty minutes.

It is agreed and understood that no teacher may leave the teacher's assigned classroom under the supervision of said personnel unless said teacher has received the approval of the principal or the principal's designee.

9-6.10. PSRPs may apply to transfer to not more than three schools after having served in their present school a minimum of five school months.

After serving one full year, the applicant is eligible for transfer. Requests for transfer shall be recorded in transfer books according to the date of application, and the applicant shall be given a dated, written receipt of application.

Transfers shall be processed once a year, after the April 1st deadline for application, to become effective the first day of the ensuing school year.

Any PSRP who is eligible to transfer and who has followed the prescribed procedures shall take precedence over newly appointed or provisional PSRPs in filling a vacancy at the time that transfers are being processed. At that time, only vacancies shall be filled from the transfer list before appointments are made from the PSRP eligible list.

No PSRP shall be transferred without the prior approval of the receiving school principal who shall visit or interview the applicant in the position order on the transfer list before appointments are made from the PSRP eligible list. All disapprovals must be submitted in writing by the principal to the Director of Educational Support Personnel. The PSRP shall receive a copy of said disapproval. The final decision as to transfer shall be made by the receiving school principal.

If a PSRP who is eligible for transfer is not visited or interviewed by the receiving school principal prior to the annually established deadline for visitation, said PSRP transfer will be processed automatically.

A PSRP may apply for transfer to a vacancy which may be created by the opening of a new school. However, no PSRP shall apply for such vacancy if said employee is presently on the transfer list of three schools.

Vacancies created by the opening of a new school, encumbered by a transfer list, shall be filled from the transfer list at the time of such opening.

A PSRP may withdraw from a school transfer list. Such withdrawal shall be in writing. A PSRP who has applied for transfer to the maximum number of schools and has withdrawn the application from any school will not be eligible to apply for additional schools for ten months from the date of withdrawal.

9-6.11. PSRPs shall continue to be subject to the **Rules of the Board of Education**, applicable BOARD guidelines, BOARD policies and procedures and the AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE CITY OF CHICAGO AND THE CHICAGO TEACHERS UNION, LOCAL NO. 1, AMERICAN FEDERATION OF TEACHERS, AFL-CIO.

9-6.12. When programs are discontinued or reclassified, all PSRPs shall be eligible to apply for any newly created position with similar duties.

9-6.13. Staff development at the school level shall include PSRPs.

9-6.14. Administrative transfers shall be executed promptly by the sending school's principal.

9-6.15. When the BOARD appoints a PSRP to a full-time teaching position and the PSRP has been employed by the BOARD for a minimum of one full school year without a break in service prior to appointment to the teaching position, the BOARD shall place the PSRP on a step equivalent to his or her years of service as a PSRP with the BOARD up to Step 5. He or she shall retain all accumulated sick and personal business days accumulated as a PSRP. All additional applicable benefits shall be transferred to said new teacher and he or she shall be granted one year of teacher seniority for the years employed as a PSRP.

9-6.16. Any BOARD decision to lay off or reappoint PSRPs shall be governed by the applicable provisions of Appendix I. The BOARD will approve an amended "Policy on the Layoff, Interim Assignment and Reappointment of Educational Support Personnel Employees" to comply with this section.

Notwithstanding the above paragraph, PSRPs who are assigned to schools that are subject to closing, consolidation, reconstitution or phase-out at the end of a school year and who are not reappointed prior to the first day of the work year for the following school year shall be eligible for a severance package equal to a \$1,000.00 one-time payment and nine months of BOARD-paid insurance premiums for health care continuation coverage.

For the purposes of conducting a seniority analysis required under the "Policy on the Layoff, Interim Assignment and Reappointment of Educational Support Personnel Employees," PSRPs or other employees in separate budgetary units with one principal shall be treated as being in one student attendance center.

9-6.17. PSRP Child-Rearing Leave. PSRPs may take a child-rearing leave of up to five school months provided that they are eligible for a child-rearing leave under the BOARD's policies on family and medical leaves. PSRPs' benefits shall be maintained in accordance with **Board Rule 4-12**.

9-6.18. PSRP Discharge. A PSRP who is discharged has the right to file a grievance and appeal the grievance to arbitration in accordance with the grievance and arbitration procedure set forth in Article 3.

9-7. School Assistants.

9-7.1. In schools where there are two or more school assistants assigned and present, if outside recess is scheduled and the principal determines that all school assistants are not needed for recess duty, the recess duties of the school assistants shall be rotated.

9-7.2. Effective July 1, 2008, all employees in the School Assistant I job titles, who are highly qualified as defined by the No Child Left Behind Act and applicable state and federal regulations, shall be reclassified to corresponding Teacher Assistant I job titles, and the affected employees in the School Assistant I job title shall be placed on the appropriate step of Grade GB1 and shall retain their seniority for all purposes. Effective July 1, 2008, the minimum qualifications for all Teacher Assistant I job titles shall be a

high school diploma plus highly qualified status as defined by the No Child Left Behind Act and applicable state and federal regulations.

Effective July 1, 2008, all employees in the School Assistant II job titles, who are highly qualified as defined by the No Child Left Behind Act and applicable state and federal regulations, shall be reclassified to corresponding Teacher Assistant II job titles, and the affected employees in the School Assistant II job title shall be placed on the appropriate step of Grade GB2 and shall retain their seniority for all purposes. Effective July 1, 2008, the minimum qualifications for all Teacher Assistant II job titles shall be an associate's degree from a regionally accredited institution of higher learning plus highly qualified status as defined by the No Child Left Behind Act and applicable state and federal regulations.

9-8. Computer Technicians and Technology Coordinators I, II and III.

9-8.1. Each school shall provide a desk and a chair for the Computer Technicians and Technology Coordinators I, II and III. Telephone service and computer access shall be available.

9-8.2. The BOARD and the UNION recognize the value of professional orientation workshops and in-service meetings. A minimum of one city-wide in-service meeting per school year shall be scheduled during the school day for Computer Technicians and Technology Coordinators I, II and III.

9-8.3. Seniority will be considered in the selection of Computer Technicians and Technology Coordinators I, II and III seeking transfer to an announced vacancy. For this purpose, seniority shall be determined from the date of hire.

9-8.4. Computer Technicians and Technology Coordinators I, II and III shall receive work orders only from the principal and the assistant principal.

9-8.5. The pay grades for Computer Technicians and Technology Coordinators I, II and III are set forth in Appendix A-1E.

ARTICLE 10. COUNSELORS

10-1. The recommendation of the 1960 White House Conference on Children and Youth of a counselee-counselor ratio of six hundred to one at the elementary level is accepted as a desirable goal.

10-2. Counselors shall each have a telephone available for their use. Counselors shall be provided with space which is as free from noise and interruption as the administration of the educational program and the location of the school permits.

10-3. New buildings shall include adequate space to conduct interviews and meetings and provide counseling for students.

10-4. A list of schools with names of principals and counselors shall be sent to each elementary and high school for the guidance staff.

10-5. Wherever possible, no more than eighty students shall be tested at any one time.

10-6. In programming and directing the work of a counselor, a principal shall endeavor to assign duties to the counselor that are consistent with the recommendations of the American School Counselor Association or other recognized organizations, except when such recommendations are inconsistent with the responsibilities expected of all faculty members or BOARD or local school level administrative and educational requirements. Disagreements over this section shall be resolved by the counselor, principal and Professional Problems Committee.

ARTICLE 11. DRIVER EDUCATION TEACHERS

11-1. The assignment of driver education teachers shall be based upon the date of their approval to teach this subject by the BOARD.

11-2. As far as possible, all work assignments at each center shall be equalized to guarantee to each teacher an equal share of available work and, except where an unusual condition exists, the work load for each teacher shall be thirty-two hours per pay period.

11-3. There shall be no change in the status of elementary teachers now employed in the program.

11-4. Teachers assigned to a center who are being transferred shall have the right to a conference, if requested, and may be represented by the UNION.

11-5. All assignments shall be made through the Department of Sports Administration.

11-6. In implementation of present practice, funds allotted for driver education supplies for high school may be utilized for the purchase of approved driver education films provided there is no greater need.

11-7. In addition to established certification and educational requirements, all teachers employed in the summer driver education program must have received a satisfactory teacher efficiency rating during the preceding school year, and preference shall be given to those who received an excellent or superior rating as a driver education teacher during the preceding school year.

11-8. A driver education teacher shall receive regular driver education pay for the national holiday July 4 when this holiday is celebrated on the day that teacher is scheduled to work, provided that said driver education teacher works the day before and the day after the holiday. This provision shall not be applicable when July 4 occurs on Saturday.

11-9. Summer driver education employment applications shall be available on or before the Friday following spring recess. Nothing herein shall be construed to be applicable to any program which may be developed, funded or implemented subsequent to the above-stated date.

ARTICLE 12. LEGISLATIVE PARTNERSHIP

12-1. A joint BOARD-UNION Commission shall be established in accordance with the BOARD-UNION Partnership Agreement under section 34-3.5 of the **Illinois School Code** [105 ILCS 5/34-3.5]. The Commission shall study, discuss, formulate and submit recommendations to the Chief Executive Officer and President of the UNION regarding a joint legislative strategy to advance the shared interests of the BOARD and the UNION and facilitate passage of legislation in the following areas: extension of pension pick-up for after-school programs and summer school; "5+5" early retirement, early retirement without discount and any other appropriate early retirement legislation for teachers; the State's assumption of the BOARD's obligation to contribute to the Public School Teachers' Pension and Retirement Fund of Chicago; State funding for reduced class sizes in schools targeted by the BOARD and the UNION; and modifications to the No Child Left Behind Act.

Membership on this Commission shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel.

This Commission shall submit recommendations to the Chief Executive Officer and the President of the UNION by April 1, 2008.

ARTICLE 13. EXTRACURRICULAR PERSONNEL

13-1. Compensation for teachers engaged in extracurricular activities, such as coaching athletic teams and drama groups, directing instrumental and vocal groups, and sponsoring student activities, shall be based on the schedule appearing in Appendix A-3D of this Agreement.

13-1.1. A high school teacher appointed by the principal as the advisor for the official school yearbook or newspaper, which newspaper shall be published at intervals scheduled by the principal, shall be programmed for a normal program less one teaching period.

Where an advisor sponsors both the school newspaper and yearbook, said advisor shall be programmed for a normal program less two teaching periods.

13-2. Physical education teachers shall be given priority in coaching positions; however, qualified persons presently serving in coaching positions will not be replaced by this provision.

13-3. Each school shall develop a schedule of activities for the first five months, other than class field trips, no later than September 30 and for the second five months no later than February 1, and the events and rehearsals warranting student excuses from class shall be kept to a minimum. Deviation from the activity calendars will be made only in exceptional cases.

13-4. The principal shall be responsible for the conduct of the entire extracurricular program within the school. Whenever in the estimation of the principal any of the activities being conducted do not continue to meet requirements of the school, such activity shall be discontinued at once in that school. If the activity is discontinued, the teacher will be paid on a prorated basis.

13-5. No teacher shall be assigned to a head coaching position in more than one of the following sports: football, baseball, basketball or track; or to more than two coaching assignments in interscholastic sports during a school year.

When a teacher, because of extenuating and special circumstances, is assigned to teach two activities and the official season of the first activity has not been terminated before the official opening date of the second activity, full compensation will be allowed only for that activity in connection with which the teacher serves the entire official season. Compensation for the other activity will be made on the basis of the percent of the total official season during which service was rendered.

13-6. At least one teacher is to remain with the students after the close of any activity, practice session or game until the last student has left the premises. This rule applies whether the group is at the home school or field or is away.

13-7. To be eligible for appointment as a coach of a swimming team, an applicant must submit to the BOARD's Department of Sports Administration a teaching certificate indicating that the applicant has passed the swimming requirements test administered by the Board of Examiners, a current Red Cross Senior Life Saving certificate, a current Red Cross Water Safety Instructor's certificate or a current YMCA Aquatic Leader Examiner's certificate.

13-8. A copy of the BOARD's parental permission procedures for in-school and after-school clubs and extracurricular activities will be provided to each activity and club sponsor no later than September of each school year.

ARTICLE 14. YEAR-ROUND SCHOOLS

14-1. Year-round teachers off-track and available to substitute shall be listed by their date of original appointment on a regular certificate and shall be assigned to substitute during their inter-sessions in the following order:

- A. teachers available to teach five days per week in seniority order;
- B. teachers available to teach four days per week in seniority order;

- C. teachers available to teach three days per week in seniority order;
- D. teachers available to teach two days per week in seniority order;
- E. teachers available to teach one day per week in seniority order.

14-2. Attendance books, payroll raises and professional supplies shall be ready on July 1 for year-round schools.

ARTICLE 15. LIBRARIANS: ELEMENTARY AND HIGH SCHOOL

15-1. The standard (prescribed by the American Library Association in its **Standards for School Library Programs**, 1960, and supported by the Office of the Superintendent of Public Instruction in **Standards for School Library Programs in Illinois**, 1966) that there shall be one librarian for every five hundred students or major fraction thereof shall be a goal toward which to work as funds become available.

15-2. The standard (prescribed by the American Library Association in its **Standards for School Library Programs**, 1960, and supported by the Office of the Superintendent of Public Instruction in **Standards for School Library Programs in Illinois**, 1966) that there shall be one library clerk for every six hundred students or major fraction thereof shall be a goal toward which to work as funds can be made available.

15-3. The needs of the students shall be taken into consideration when determining the priority for assignment of additional library clerical help in high schools and elementary schools.

15-4. Adequate library facilities shall be provided in all new school buildings. In existing buildings, the BOARD shall provide such facilities as funds and space can be made available.

15-5. As a goal toward which the BOARD shall work as funds become available, provision shall be made for all primary school students in each elementary school to have one library period per week under the direction of the teacher-librarian.

15-6. In accordance with current policy, the number of students attending a middle school or elementary library class during one class period shall not exceed the number of tables, chairs and/or other work areas available.

15-7. If the elementary school library facilities are to be used when the teacher-librarian is absent from the premises, guidelines for their use which are not in conflict with BOARD policy shall be established by the librarian, the principal and the UNION's Professional Problems Committee of that school.

15-8. The program of the elementary teacher-librarian shall be so arranged as to provide for a minimum of four preparation periods per week for processing books and

kindred library tasks, provided that, in addition, teacher-librarians shall be provided not less than the average number of preparation periods accorded to other educational personnel in the school.

15-9. Every effort shall be made to send pertinent bulletins explaining library policies, practices and procedures to the teacher-librarians.

15-10. One workshop or in-service meeting per school year for teacher-librarians shall be conducted at the area or district level during the regularly scheduled in-service time to provide information about new materials, equipment, techniques and new approaches to library media service and the teaching of reading.

15-11. The principal shall designate a high school librarian to serve as department chairperson, and such chairperson shall attend all school department chairperson meetings.

15-12. In accordance with current policy, the professional high school library staff in conjunction with the faculty and administration shall plan and implement a school-wide library program.

15-13. A librarian shall be included on all high school curriculum committees.

15-14. Clerical assistants in the schools shall not replace teacher-librarians in class instruction or library administration.

15-15. Where administratively possible, elementary librarians serving more than one school during one school week and high school librarians shall be assigned duties related only to the library program.

15-16. On the day when a half-time librarian spends the morning at one building and the afternoon at another, said half-time librarian shall be assigned no duties outside of those resulting directly from said library assignment.

15-17. New buildings shall include adequate storage facilities for audio-visual equipment. In existing buildings, the BOARD shall provide the necessary storage facilities as funds and space can be made available.

15-18. To the extent that funds can be made available, the BOARD shall provide trained teacher assistants to distribute and maintain audio-visual equipment in the elementary school library.

15-19. Trained audio-visual assistants shall be provided in the high school library as soon as funds can be made available.

15-20. The principal or the principal's designee shall advise librarians within twenty school days after the budget is received in the school of the amount of funds that have been budgeted for non-personnel library purposes. On or before a specific date to be established by the principal and the Professional Problems Committee at each school,

each librarian shall submit, in writing, to the principal or the principal's designee, a list of supplies requested for the library media center, collection and materials. It is understood that supply allocations are limited to the funds available.

ARTICLE 16. PHYSICAL EDUCATION TEACHERS

16-1. The time allotment for physical education classes will be reviewed and clarified.

16-2. Teachers of physical education who sponsor the school safety patrol shall have one period per week for patrol gym and/or administration of the patrol.

16-3. Applicants for supervisory positions in the BOARD's Department of Sports Administration may apply for such positions on the basis of teaching experience at the elementary or secondary level by submitting an application to the Department of Human Resources.

16-4. Wherever possible, physical education programs shall be planned to avoid frequent attire changes in successive classes.

16-5. New buildings shall include proper dressing and toilet facilities for the physical education department.

16-6. Equipment shall be available from the supply lists or through special order for all activities in the physical education course of study.

16-7. In-service training for physical education teachers shall be provided in city-wide or district level meetings during the school day.

16-8. On a day when a half-time physical education teacher spends the morning at one building and the afternoon at another, said half-time physical education teacher shall be allowed seventy-five minutes including lunch for travel time.

16-9. Physical Education Class Supplies. Effective July 1, 2008, the BOARD shall appropriate the sum of \$225,000.00 to be allocated to schools for supplies and equipment for physical education classes for the 2008-2009 school year. The per student allocation for the 2009-2010, 2010-2011 and 2011-2012 school years shall be determined by the Chief Executive Officer or his or her designee in consultation with a representative of the UNION.

ARTICLE 17. PLAYGROUND TEACHERS

17-1. All playground teachers shall be placed on the appropriate step of the regular teachers salary schedule.

17-2. Playground teachers shall be paid on a forty-seven-week basis.

17-3. Playground substitutes shall meet the requirements for regular or temporary certification of a teacher in playgrounds or for regular or temporary certification of a teacher of physical education.

17-4. Each playground shall have a fund of \$100.00 each calendar year to be used to purchase emergency supplies and equipment, all expenditures to be approved by the bureau director.

17-5. Playground teachers shall work a six-hour day schedule, Monday through Friday. The hours of playground teachers shall be as follows -

Monday through Friday, inclusive — 2:30 p.m. to 9:15 p.m. with forty-five minutes for dinner to be taken separately as follows:

one teacher from 5:15 p.m. to 6:00 p.m.

one teacher from 6:00 p.m. to 6:45 p.m.

17-6. Vacation periods and unpaid layoff time shall be on a consecutive-week basis unless otherwise requested by the employee, to the extent permitted by the needs of the program through arrangement with the school principal.

Written requests for vacation and/or unpaid layoff time shall be filed by the playground teacher with the school principal at least five school days prior to the vacation or unpaid layoff time.

Seniority in the Chicago public school system of the two regularly assigned playground teachers at any given playground shall be the determining factor to the extent permitted by the needs of the program.

17-7. As long as the playground teachers are assigned in the present organizational structure, the Bureau of Health, Physical Education, Recreation and Safety and one additional administrator designated by the Chief Executive Officer shall meet with the playground Professional Problems Committee at the request of either party to discuss playground operations and questions other than grievances relating to the implementation of the Agreement provided, however, that there shall be such a meeting at least once a month at the playground Professional Problems Committee's request.

The Bureau of Health, Physical Education, Recreation and Safety shall be supplied with an agenda of the items the committee wishes to cover at least forty-eight hours before any meeting is to take place. The Bureau of Health, Physical Education, Recreation and Safety may have in attendance any resource persons whose presence is needed in connection with a subject on the agenda. Any item the director places on a meeting agenda shall be supplied to members of the Professional Problems Committee at least forty-eight hours prior to the meeting.

Membership of the Professional Problems Committee shall be limited to four members.

17-8. Appointed playground teachers may apply for transfer after having served a minimum of five school months in their present assignment. Effective September 1, 1977, playground teachers whose names do not now appear on any transfer list, or those playground teachers whose names appear on only one transfer list, will be permitted to apply for transfer to a total of two playgrounds. After serving one full year, the applicant is eligible for transfer.

Requests for transfer shall be recorded in transfer books according to the date of application, and the applicant shall be given a dated, written receipt of application.

Transfers shall be processed once a year after the deadline date for application to become effective the first day of the ensuing school year in September.

The final decision as to the transfer shall be made by the principal of the receiving school.

Withdrawal requests must be submitted over the signature of the playground teacher before transfer notices are issued. In all cases, it is the playground teacher's responsibility to know if application was made for transfer to a playground and to withdraw if transfer is no longer desired.

Playground teachers granted a voluntary transfer effective September 1, 1985 and thereafter may apply for another voluntary transfer after having served a minimum of two years in their present school.

17-9. The BOARD will review the need for security in playgrounds and will provide security personnel where it deems necessary.

ARTICLE 18. PRACTICAL ARTS AND VOCATIONAL EDUCATION TEACHERS

18-1. Effective September 1, 1990:

- A. A teacher of drafting, industrial arts or unit shop subjects shall be allowed credit for salary step placement up to and including the third step for service and experience as a registered architect, registered professional engineer or drafter senior level or above, journey-level crafts worker qualified through completion of a registered apprenticeship program or industrial experience at the technician level or above in the areas to be taught in the industrial education curriculum, gained through full-time employment in a position satisfactory to the Chief Executive Officer, provided that such service and experience occurred subsequent to receiving a bachelor's degree from an accredited college or university.

- B. A teacher of drafting or shop with a trade certificate shall be allowed credit for salary step placement up to and including the third step for full-time service and experience as a registered architect, registered professional engineer or drafter senior level or above, journey-level crafts worker qualified through completion of a registered apprenticeship program or industrial experience at the technician level or above in the occupation for which certification is used, in a position satisfactory to the Chief Executive Officer.

The present practice of lane placement of teachers employed under a trade certificate will continue.

18-2. Effective July 1, 1999, vocational teachers assigned to junior and senior level shop classes shall be programmed for 15x classes and 5x classes in schools on fifty-minute schedules (or 20x and 10x for forty-, forty-two- or forty-five-minute periods). Vocational teachers assigned to freshman and sophomore classes shall be programmed for 5x classes in schools on fifty-minute schedules (or 10x for forty-, forty-two- or forty-five-minute periods). Shop teachers on a regular day program shall have no more than twenty-five teaching periods. Shop teachers on an extended day program shall not have more than thirty teaching periods.

18-3. Where administratively possible, there should be no more than one class programmed for any one shop or home economics laboratory area at any given time.

18-3.1. Effective September 1978, where possible for teachers of food and/or food services in the high schools, one of their professional preparation periods each week shall be programmed at the end of the day for the purpose of securing authorized supplies when classes are scheduled for food preparation and/or demonstration.

18-4. The amount appropriated in the 2003-2004, 2004-2005, 2005-2006 and 2006-2007 school years for supplies for PAVE classes shall exceed by \$250,000.00 for the 2003-2004 school year and \$300,000.00 for the 2004-2005 school year and thereafter the full regularly established per student appropriation for supplies for practical arts and vocational education classes. The per student allocation of \$250,000.00 for the 2003-2004 school year and \$300,000.00 for the 2004-2005 school year and thereafter shall be determined by the Office of Education to Careers in consultation with a representative of the UNION. One-half of such funds shall be allocated to practical arts and vocational education teachers by October 1 of each school year. The remaining one-half shall be allocated by February 1. The amount appropriated in the 2007-2008 and 2008-2009 school years for supplies for PAVE classes shall be increased by \$55,000.00 over the 2006-2007 and 2007-2008 school years respectively. The per student allocation for the 2009-2010 school year and thereafter shall be determined by the Office of Education to Careers in consultation with a representative of the UNION. One half of such funds shall be allocated to practical arts and vocational education teachers by October 1 of each school year. The remaining one half shall be allocated by February 1 of each school year.

18-5. Whenever a teacher of shop or home economics laboratory determines that the classroom conduct of a student may create a safety hazard for said student or for other students enrolled in the class, the shop teacher or home economics laboratory teacher shall immediately notify the principal or the principal's designee, requesting exclusion of that student, stating in writing the reasons therefore.

Upon receipt of written directions from the principal or the principal's designee as to where the student is to be sent, the student may be excluded from that home economics laboratory or shop class.

The principal or the principal's designee shall immediately investigate the matter. Based on the findings of the investigation and a conference with the shop teacher or home economics teacher and other appropriate members of staff, as determined by the principal, the principal shall determine the disposition of the matter.

18-6. Newly assigned teacher coordinators of marketing occupations shall be certified business education teachers.

18-6.1. Newly assigned teacher coordinators of home economics related occupations shall be certified teachers on a BOARD homemaking arts certificate.

ARTICLE 19. PSYCHOLOGISTS

19-1. School psychologists employed in the Office of Specialized Services prior to December 16, 1967 have had the option of working ten school months (forty weeks), eleven school months (forty-four weeks), twelve school months (forty-eight weeks) or twelve calendar months. Subsequent to December 16, 1967, all school psychologists newly assigned to the Office of Specialized Services and all school psychologists who

elected to convert from twelve calendar months to twelve school months shall be employed on a twelve-school-month basis.

Pension contributions and sick leave shall be based on the work year for forty-eight-week personnel. Pension contributions and sick leave for all other employment period classifications shall be based on the forty-week year.

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

Employment of ten-school-month personnel beyond ten school months shall be considered as summer employment. Pension contributions and sick leave shall be based on a ten-school-month year.

Employment of eleven-school-month personnel beyond eleven school months shall be considered as summer employment. Pension contributions and sick leave shall be based on a ten-school-month year.

19-1.1. School psychologists continuously employed in the Office of Specialized Services since on or before December 31, 1976 on a 46.6-week work year schedule (or its previous equivalent of forty-eight weeks) shall maintain their 46.6-week work year schedule, unless they voluntarily elect to transfer to a position with a lesser work year. At the beginning of each school year, the BOARD shall provide to the UNION a list of school psychologists who have continuously held forty-eight-week positions since on or before December 31, 1976 and whose schedules shall be maintained under this section.

Pension contributions and sick leave shall be based on the work year for 46.6-week personnel. Pension contributions and sick leave for all other employment period classifications shall be based on the 38.6-week year.

Employment of ten-school-month (38.6-week) personnel beyond ten school months shall be considered as summer employment. Pension contributions and sick leave shall be based on a ten-school-month year.

Employment of eleven-school-month (42.6-week) personnel beyond eleven school months shall be considered as summer employment. Pension contributions and sick leave shall be based on an eleven-school-month year.

19-2. Pay shall be based upon the school month. Psychologists who are qualified as school psychologists as defined by state statute and who are assigned as psychologists by the Department of Human Resources will receive the monthly increment set forth in Appendix A-2C in addition to their base salaries.

Psychologists shall furnish the Department of Human Resources prior to the beginning of each school year documented evidence of possession of a valid State of Illinois Qualified School Psychologist Permit or a School Psychologist Certificate issued by the Illinois State Teacher Certification Board, registered for that school year and endorsed by the Office of Superintendent, Educational Service Region of Cook County.

19-3. The work day shall be six hours and forty-five minutes including a forty-five-minute lunch period. Effective the 2004-2005 school year, the work day shall be seven hours including a forty-five-minute lunch period.

19-4. School psychologists may indicate their desire to transfer to posted vacancies.

Vacancies shall be filled based upon city-wide needs. First consideration for such vacancies shall be given to those psychologists who have expressed a desire to transfer. The final decision as to transfer shall be made by the Office of Specialized Services based upon the recommendations from the Psychological Services Unit.

ARTICLE 20. SCHOOL SOCIAL WORKERS

20-1. Effective December 16, 1967, all newly assigned school social workers and all school social workers who elected to convert from twelve calendar months to twelve school months shall be employed on a twelve-school-month basis.

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

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

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

20-1.1. School social workers continuously employed in the Office of Specialized Services since on or before December 31, 1976 on a 46.6-week work year schedule (or its previous equivalent of forty-eight weeks) shall maintain their 46.6-week work year schedule, unless they voluntarily elect to transfer to a position with a lesser work year. At the beginning of each school year, the BOARD shall provide to the UNION a list of school social workers who have continuously held forty-eight-week positions since on or before December 31, 1976 and whose schedules shall be maintained under this section.

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

All newly appointed school social workers and all provisional and temporarily certificated school social workers shall be employed on a ten-school-month (38.6-week) basis. All school social workers currently employed on a twelve-school-month (46.6-week) basis who convert to a ten-school-month (38.6-week) basis shall not be entitled to return to a twelve-school-month (46.6-week) work year schedule.

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

20-2. Confidential case records of school social workers shall be maintained in a locked file cabinet or shall be secured in an available facility at the local school.

Telephone service shall be available when necessary for follow-up calls.

20-3. School social workers may indicate their desire to transfer to posted vacancies.

Vacancies shall be filled based upon city-wide needs. First consideration for such vacancies shall be given to those social workers who have expressed a desire to transfer. The final decision as to transfer shall be made by the Office of Specialized Services based upon the recommendations from the Social Work Services Unit.

ARTICLE 21. SPECIAL EDUCATION TEACHERS

21-1. Definition of Special Education Teacher: The term "special education teacher" includes all teachers who are deemed highly qualified by the Illinois State Board of Education rules and regulations to teach students with disabilities and who are assigned or appointed by the BOARD as teachers of students with disabilities.

21-1.1. Effective July 1, 2004 and thereafter, temporarily assigned teachers (TATs) with a minimum of eight semester hours of approved credit in special education may replace TATs with no training in special education.

21-1.2. Effective July 1, 2004 and thereafter, appointed teachers and TATs who are deemed highly qualified by the Illinois State Board of Education rules and regulations to teach students with disabilities, who are assigned or appointed by the BOARD as teachers of students with disabilities and who have completed thirty semester hours of approved graduate credit in the areas of special education shall be permitted to advance to Lane II of the salary schedule. Termination of service in the area of special education shall cause said appointed teacher or TAT to revert to the appropriate lane of the salary schedule and, further, it shall be the responsibility of the teacher to notify the Department of Human Resources of such termination.

21-1.3. Teachers who possess the necessary qualifications for possible assignment in the area of special education are encouraged to submit applications for such assignment.

21-1.4. The principal or the principal's designee shall advise special education teachers within twenty school days after the budget is received in the school of the amount of funds that have been budgeted for non-personnel special education purposes.

On or before a specific date to be established by the principal and the Professional Problems Committee at each school, each special education teacher shall submit, in writing, to the principal or the principal's designee a list of supplies requested for his or her students. It is understood that supply allocations are limited to the funds available.

21-1.5. The educational and extracurricular program of a student with disabilities shall be developed by the Individualized Education Program (IEP) team in accordance with the student's IEP.

21-1.6. Related Services Personnel (school psychologists, school social workers, school nurses, physical therapists, occupational therapists and/or other district resource personnel) shall meet periodically with special education teachers to discuss matters of professional interest.

Related Services Personnel shall arrange conferences periodically with the teachers of students with disabilities during the school day at times, if possible, when students are not scheduled for their classrooms.

21-1.7. One full-day or two half-day in-service meetings per year for all special education teachers shall be scheduled on Teacher Institute Days, professional development days (such meetings held on professional development days shall be limited to half-day in-service meetings) or staff development days for school improvement planning. Such meetings shall be held on an area, district, assignment or similar basis to discuss educational, medical and other topics related to their assignment.

21-1.8. The BOARD shall distribute a copy of the most recent "Procedural Manual for Educating Students with Disabilities in the Chicago Public Schools," and any updates thereto shall be available to each appointed teacher and TAT assigned to a special education position either electronically or in print no later than September 15 of each school year.

21-1.9. New special education teachers of high school students with cognitive disabilities shall be provided with appropriate in-service education during the school day to the extent possible with the supervisory staff and the substitute service available.

21-1.10. A high school or elementary school special education teacher shall refer a student with cognitive disabilities in that teacher's class at any time said teacher believes re-evaluation is desirable. Said teacher shall continue to be alert to students who appear in need of different special education placement.

21-1.11. In accordance with the provisions of Article 29-1 of this Agreement, the UNION shall have representation on city-, area- or school-level committees established to plan and develop proposals seeking government funding for programs in special education subject areas.

21-2. Teachers of the Deaf and Hard of Hearing.

21-2.1. In schools with students with disabilities whose Individualized Education Programs (IEPs) require American Sign Language interpreters, one staff member who is able to communicate with such students shall be designated to remain in the school until such students have been released for the day. Hours worked beyond the regular work day shall be compensated at the regular rate of pay.

21-3. Speech Pathology Teachers.

21-3.1. Each semester the Department of Human Resources shall make available to speech pathology teachers a list of vacancies to which they may indicate their desire to transfer. The BOARD shall supply the UNION with said list of vacancies.

Vacancies shall be filled based upon city-wide needs. First consideration for such vacancies shall be given to those teachers who have expressed a desire to transfer. The final decision as to the transfer shall be made by the Office of Specialized Services, unless the duties of the position are performed at a single attendance center, in which case the final decision as to transfer shall be made by the receiving school principal.

21-3.2. Speech pathology teachers who travel from one school to another during the noon hour shall be allowed seventy-five minutes including lunch for travel time.

21-3.3. Speech pathology teachers shall each be provided with a telephone available for their use. Speech pathology teachers shall be provided with space which is as free from noise and interruption as the administration of the educational program and the location of the school permits.

21-3.4. The BOARD shall also conduct one annual staff development workshop for speech pathology teachers.

ARTICLE 22. STADIUM DIRECTORS

22-1. Stadium directors shall receive the following increment in addition to their regular salary:

Effective September 1, 1993:

| | |
|----------------------------|-------------------|
| First year | \$64.37 per month |
| Second year and thereafter | \$96.52 per month |

22-2. The working schedule of days and hours for stadium directors shall be determined by the BOARD's Director of Sports Administration in accordance with the needs of the program.

ARTICLE 23. CLASSIFICATION OF TEACHERS

23-1. Definitions. For the purpose of this Agreement, it is the intent of the parties that the following terms have the meaning stated in this provision regardless, and to the express exclusion of, any previous interpretation or meaning ascribed by either party to these terms.

Appoint, Appointed or Appointment: When used in reference to a teaching position, the term "appoint," "appointed" or "appointment" means the employment of a qualified teacher in a vacant full-time position.

Tenured Teacher: A full-time certified teacher who has successfully completed the probationary period prescribed in 105 ILCS 5/34-84 or Article 23-2.1.

Probationary Teacher: A full-time certified teacher who is serving the probationary period prescribed in 105 ILCS 5/34-84 or Article 23-2.1.

Temporarily Assigned Teacher (TAT): A certified teacher who is employed on a temporary basis and who is temporarily assigned to the position of an appointed teacher on leave.

Cadre Substitute: A teacher who holds a regular teaching certificate and is assigned to the "Cadre" established under Article 27 of this Agreement.

Day-to-Day Substitute: A teacher who either holds a regular teaching certificate or is certified to substitute teach and serve on a temporary basis in accordance with the Illinois State Board of Education rules and regulations and who is employed on a day-to-day basis to fill temporary, day-to-day vacancies, as needed, with no guarantee of a daily assignment.

Filled Position: A teaching position to which a probationary or tenured teacher is appointed.

Vacant Position or Vacancy: A teaching position to which a probationary or tenured teacher is not appointed.

23-2. Probationary Teachers.

23-2.1. Probationary teachers shall be appointed on a school-year basis in accordance with this Article and section 34-84 of the **Illinois School Code** [105 ILCS 5/34-84]. Notwithstanding the provisions of 105 ILCS 5/34-84 and Article 39 (Tenured Teacher Evaluations) of this Agreement, probationary appointed teachers who achieve three years of consecutive service beginning with the 2008-2009 school year shall be afforded all rights received by tenured teachers under 105 ILCS 5/34-85 and Article 39 of this Agreement.

23-2.2. A probationary teacher who is completing his or her first, second or third year of probationary service shall receive written notice at least thirty calendar days before the end of the school year as to whether the teacher will be reappointed for the following school year. Effective for the 2008-2009 school year and thereafter, a probationary teacher who is completing his or her first or second year of probationary service shall receive written notice at least thirty calendar days before the end of the school year as to whether the teacher will be reappointed for the following school year. Such notice does not need to provide a reason for the non-renewal of the probationary teacher's employment. A probationary teacher who is not recommended for reappointment shall be afforded the opportunity to submit a resignation within ten days of receipt of the recommendation of non-renewal, and the resignation will be effective at the end of the school year. If the probationary teacher resigns, the BOARD agrees to maintain the probationary teacher's health insurance coverage through August. A probationary teacher who does not receive such notice shall be deemed reappointed for the following school year. A probationary teacher's reappointment for the following school year is subject to the "20th Day Rule" set forth in 105 ILCS 5/34-84. A probationary teacher who is displaced in accordance with the "20th Day Rule" will become a Cadre substitute for the remainder of the school year.

23-2.3. A probationary teacher who is completing his or her final year of probationary service prior to earning tenure shall receive written notice at least thirty calendar days before the end of the school year as to whether or not the teacher will be reappointed for the following school year. A probationary teacher who is not reappointed shall be provided a reason in the notice for the non-renewal of his or her employment. A probationary teacher who is not recommended for reappointment shall be afforded the opportunity to submit a resignation within ten days of receipt of the recommendation of non-renewal, and the resignation will be effective at the end of the school year. If the probationary teacher resigns, the BOARD agrees to maintain the probationary teacher's health insurance coverage through August. A probationary teacher who does not receive such notice shall be deemed reappointed for the following school year and shall

become a tenured teacher during the next school year on the anniversary date of his or her initial appointment as a teacher.

23-2.4. Break in Service. A probationary teacher who is reappointed within ten months of the probationary teacher's non-renewal shall not be considered as suffering a break in service for purposes of the consecutive years' requirement for achieving tenure.

23-3. Temporarily Assigned Teachers.

23-3.1. A TAT who is assigned to a vacant position shall be appointed as a probationary teacher.

23-3.2. When a TAT is assigned to a position for a teacher on leave and that position becomes vacant, the TAT shall be appointed as a probationary teacher to such position within ten days of the date on which the position became a vacancy.

23-3.3. When a TAT is assigned to a position for a teacher on leave and the appointed teacher returns from the leave, the TAT shall become a Cadre substitute for the remainder of the school year and shall be eligible to continue as a Cadre substitute for the next school year.

23-3.4. TATs removed from an assignment during the school year, except when replaced by an appointed teacher, shall have the right to a conference at the Office of Employee Relations and may be represented by the UNION.

23-4. Teachers who hold temporary teaching certificates (other than provisional certificates) and who are employed as TATs shall be eligible to receive salary adjustments up to and including the second step of the appropriate lane to allow credit for prior service as a full-time teacher in the Chicago Public Schools or in schools outside the Chicago public school system provided, however, that the provisions of section 302.8 of the **Chicago Public Schools Policy Manual** (Compensation and Pay Plan) (Board Report: 05-0824-PO8) covering salary adjustments are met and an application (Salary Adjustment T. Per. 41) and, if outside time is involved, an affidavit (Affidavit Form T. Per. 42) are filed with the Department of Human Resources. The Department of Human Resources shall acknowledge within twenty-five days, in writing, the receipt of such application and shall indicate any deficiency in the application. At the time application is made, the teacher shall furnish the Department of Human Resources with a stamped, self-addressed envelope.

To be eligible for a salary adjustment based on teaching experience in the Chicago Public Schools effective on the date of employment, TATs must make proper claim to the Department of Human Resources within sixty days of the date of employment. After sixty days the effective date for a salary adjustment based on teaching experience in the Chicago Public Schools shall be the date proper claim is received in the Department of Human Resources.

Salary step adjustments for outside teaching experience for TATs shall be made effective from the date of employment provided that proper claim and documentary

proof are on file within ninety days of employment. After ninety days of employment, the effective date for salary adjustments becomes the date on which the application and affidavit are received in the Department of Human Resources.

No salary adjustment claim or verification of employment outside of the Chicago Public Schools will be considered if filed after one year of original placement as a TAT.

23-5. TATs who agree to obtain a regular teaching certificate shall be eligible for an additional salary adjustment up to and including the third step of the appropriate lane provided, however, that they have not had such a salary lane adjustment at a previous time and that the provisions of section 302.8 of the **Chicago Public Schools Policy Manual** (Compensation and Pay Plan) (Board Report: 05-0824-PO8) covering salary adjustment are met and an application (Salary Adjustment T. Per. 41) and, if outside time is involved, an affidavit, (Affidavit Form T. Per. 42) is filed with the Department of Human Resources.

Any TAT who has had the above-mentioned salary adjustment and who fails to obtain a regular teaching certificate within one year, shall revert to the appropriate step and lane, but no higher than step two.

Whenever a TAT obtains a regular teaching certificate, said TAT shall not be subject to the salary step limitations outlined in this section.

23-5.1. The full burden of responsibility for submitting claim and proof thereof of all salary and/or lane advancements rests with the teacher. Experience outside of Chicago must be documented.

23-6. In filling vacant positions, the principal shall exercise good faith to assure that, where possible, the racial composition, experience and education training of each school's faculty approaches the system-wide proportions.

ARTICLE 24. SUMMER SCHOOL

24-1. Assignments to regular summer school positions shall be made ten school days prior to the end of the school year.

24-1.1. Each year summer school employment applications shall be available on or before the Monday following spring recess. Nothing herein shall be construed to be applicable to any program which may be developed, funded or implemented subsequent to the above-stated date.

24-1.2. To the extent possible, assignments for summer school employment for other bargaining unit members shall be made by June 1.

24-1.3. The BOARD shall establish a list of teachers and other bargaining unit members assigned to summer schools during the 2008, 2009, 2010, 2011 and 2012

summer school sessions within ten days after the date summer school assignments are made under the provisions of Article 24 of this Agreement.

24-2. Effective September 1, 2003 and thereafter, assignments to all summer schools shall be made in the following order: (1) appointed teachers certified in the subject matter or grade level within the school; (2) if certified teachers within the school are unavailable or insufficient, then preference will be given first to tenured teachers and then non-tenured teachers outside the school, but within the school district; (3) TATs; (4) Cadre substitutes; and (5) day-to-day substitutes.

24-3. It is agreed and understood that any exception to Articles 24-2, 24-4, 24-4.1 and 24-10 of this Agreement shall be discussed between a three-member committee of the UNION and a three-member committee of the BOARD, which shall include a representative of the Chief Executive Officer. Such discussion shall include all programs designated as on-going. Exceptions to the above-cited Articles shall not be implemented unless there is agreement between the BOARD and the UNION. Every effort will be made to conclude the discussions by March 1, each year.

24-4. Effective July 1, 2004 and thereafter, in schools which have summer programs where there are more qualified teacher applicants for summer school positions than positions available, preference shall be given to teachers who have taught fewer than two summer sessions immediately preceding the current summer session. Efficiency ratings may be a consideration.

In the case of special education teachers, assignments to all summer schools shall be made in the following order: (a) appointed special education teachers working on their special education certificate; (b) tenured teachers with a special education certificate or endorsement and then non-tenured teachers with a special education certificate or endorsement within the school; and (c) certificated or endorsed tenured special education teachers and then non-tenured special education teachers outside the school, but employed by the BOARD.

24-4.1. Effective July 1, 2007 and thereafter, in schools which have summer programs where there are more qualified PSRP applicants in a given job title for summer school positions than positions available, preference shall be given to PSRPs who have worked fewer than two summer sessions immediately preceding the current summer session. Efficiency ratings may be a consideration.

24-5. Textbooks shall be available Thursday of the first week, or as soon thereafter as possible considering the need to reorganize classes because of enrollment, and shall not be required to be collected prior to Wednesday of the last week. The inventory and accounting of summer school textbooks and materials shall be completed on the last day of summer school.

24-6. Each summer high school will continue to establish a list of summer school subject offerings based upon a consideration of the needs of the students it serves.

24-7. Summer school teachers shall be paid their regular base rate as teachers prorated for the length of the day with no lane or step limitation.

24-8. Any school clerk position established in summer programs shall be filled by regular school clerks.

24-9. When summer school programs are operated at a school site, in order to provide continuity of service, one of the regular school clerks regularly assigned to the school shall be retained for summer service, if a school clerk position is necessary for said program. Such service shall be considered as summer school employment.

If the regular school clerks assigned to the school during the regular school year waive this opportunity, the position shall be filled in accordance with Article 24-4.1.

24-10. When summer school programs are so designated as on-going in accordance with Article 24-3, in order to provide continuity of service, a PSRP regularly assigned to said program shall be selected for that summer school program if a position in the PSRP's job title is necessary. Such service shall be considered as summer employment. Efficiency ratings may be a consideration.

ARTICLE 25. TEACHER ASSISTANTS

25-1. The BOARD shall employ and maintain nine hundred teacher assistants in the elementary schools and nine hundred teacher assistants in the high schools. The Chief Executive Officer shall consult and advise the President of the UNION monthly on status and progress.

Teacher assistants employed in the elementary schools, high schools and vocational guidance centers shall be employed to relieve teachers of nonprofessional duties and clerical chores in the schools.

ARTICLE 26. SCHOOL NURSES

26-1. Each semester the Department of Human Resources shall make available to the school nurses a list of vacancies to which they may indicate their desire to transfer. Vacancies shall be filled based upon city-wide needs. First consideration for such vacancies shall be given to those school nurses who have expressed a desire to transfer. The final decision as to the transfer shall be made by the Office of Specialized Services based on the recommendations from the Student Health Services Unit.

26-2. The final decision as to transfer shall be made by the Office of Specialized Services, unless the duties of the position are performed at a single attendance center, in which case the final decision as to transfer shall be made by the receiving school principal.

26-3. Effective December 16, 1967, all newly assigned school nurses and all school nurses who elected to convert from twelve calendar months to twelve school months shall be employed on a twelve-school-month basis.

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

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

Employment of ten-school-month school nurses beyond ten school months shall be considered summer employment. Pension contributions and sick leave shall be based on a ten-school-month year.

26-3.1. School nurses continuously employed in the Office of Specialized Services since on or before December 31, 1976 on a 46.6-week work year schedule (or its previous equivalent of forty-eight weeks) shall maintain their 46.6-week work year schedule, unless they voluntarily elect to transfer to a position with a lesser work year. At the beginning of each school year, the BOARD shall provide to the UNION a list of school nurses who have continuously held forty-eight-week positions since on or before December 31, 1976 and whose schedules shall be maintained under this section.

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

All newly appointed school nurses and all provisional and temporarily certificated school nurses shall be employed on a ten-school-month (38.6-week) basis. All school nurses currently employed on a twelve-school-month (46.6-week) basis who convert to a ten-school-month (38.6-week) basis shall not be entitled to return to a twelve-school-month (46.6-week) work year schedule.

Employment of ten-school-month school nurses beyond ten school months shall be considered as summer employment. Pension contributions and sick leave shall be based on a ten-school-month year.

26-4. The school nurse and the health assistants assigned to a school are under the supervision of the principal. The school nurse shall have direct supervision over health records as well as responsibility for assigning specific duties to the health assistant which relate to the health program.

26-5. Each school shall provide a desk, chair and file cabinet for the school nurse. Telephone service shall be available when necessary for follow-up calls.

In those schools where space is not available for a school nurse office, every effort shall be made to provide suitable space for confidential interviews. It shall be the responsibility of the school nurse to notify the principal or the principal's designee when a confidential interview has been scheduled.

26-6. At least one professional orientation meeting shall be held during the regular school in-service meeting time for all school nurses. Said meeting may be held at the area or city-wide level. It is understood that area meetings may be on different dates in order to provide appropriate resource personnel, if such resource personnel are needed.

26-7. Effective September 1, 1990, all newly appointed and new full-time-basis (FTB) substitute school nurses shall receive credit on the teacher salary schedule for full-time nursing experience subsequent to receipt of a bachelor's degree in accordance with the provisions of Articles 23-4, 23-5 and 23-5.1 of this Agreement.

Effective July 1, 2007, all newly appointed PATs and new TATs who are school nurses shall receive credit on the teacher salary schedule for full-time nursing experience subsequent to his or her receipt of a bachelor's degree in accordance with section 302.8 of the **Chicago Public Schools Policy Manual (Compensation and Pay Plan)** (Board Report: 05-0824-PO8).

26-8. Health Service Nurses (HSNs) shall be allowed to participate in an on-the-job internship for school nurse certification, under the supervision of a certificated school nurse or an instructor from the certification program. This internship shall be allowable during school hours as long as they are providing services to students and staff in the Chicago Public Schools.

26-9. School nurses shall be provided with clerical assistance in consultation with and approval of the principal.

ARTICLE 27. CLASS COVERAGE

27-1. Effective January 1, 1969, the BOARD shall hire and maintain additional day-to-day substitutes in addition to the nine hundred previously agreed upon to cover the classes of absent teachers so that educational programs in elementary schools, middle schools, education and vocational guidance centers and high schools shall not be curtailed.

In removing the ceiling heretofore in effect, it is agreed that the BOARD will diligently utilize all possible means to hire and assign up to three hundred of such additional substitutes.

27-1.1. Effective July 1 of each year, the BOARD shall establish a Cadre to which it will select and assign Cadre substitutes for each school year to cover the classes of absent teachers in the elementary schools, middle schools, upper grade centers and high schools. On all student attendance days through November 1, when the number of

teachers absent is less than three hundred, the remaining Cadre substitutes shall be sent to those schools which the BOARD identifies as having the greatest instructional needs. On all student attendance days after November 1, when the number of teachers absent is less than three hundred, the remaining Cadre substitutes shall be sent to the schools which the BOARD identifies as having the greatest instructional needs.

The Department of Human Resources shall establish criteria to be used in the selection and retention of Cadre substitutes. The Cadre substitutes selected by the BOARD shall be employed on all student attendance days during the time they are assigned to the Cadre other than on the final day of the school year. Said Cadre substitutes shall be continuously available to perform substitute service. Further, they shall accept all assignments in any and every school.

Cadre substitutes are eligible to become TATs. Whenever a Cadre substitute becomes a TAT, a replacement for the Cadre substitute shall be employed immediately. If a Cadre substitute who becomes a TAT is subsequently released as a TAT for reasons other than unsatisfactory service, said TAT shall be reassigned to the Cadre in accordance with Article 38-3 of this Agreement.

The number of Cadre substitutes shall not fall below nine hundred. Every effort shall be made to recruit Cadre substitutes who meet the needs of students who are English Language Learners.

Cadre substitutes shall be paid the daily rate set forth in Appendix A-1J(i) of this Agreement. The provisions of Article 44-2 shall not apply to required in-service training for Cadre substitutes up to a limit of three such sessions of up to two hours per session. Except as provided in Appendix B, the BOARD agrees to pay the cost of individual health insurance for each Cadre substitute. A full-time Cadre substitute shall have the option of purchasing at the Cadre substitute's own expense family plan hospitalization and major medical insurance coverage at the group rate during the period said Cadre substitute is assigned to the Cadre. A Cadre substitute shall receive holiday pay provided he or she is present and serves as a teacher on the school day immediately before and after the holiday. Any and all benefits associated with duty in the Cadre are limited to those enumerated in this Article.

27-2. The BOARD agrees, in principle, that no teacher shall be requested to assume responsibility for students from classrooms of absent teachers when substitutes are unavailable.

In elementary schools, middle schools, education and vocational guidance centers and high schools, at no time should special programs, such as library, physical education, shop, TESL, bilingual or special reading classes, be discontinued so that substitute service may be performed by teachers of these programs, except in the case of emergencies, in which case the above teachers shall be subject to last call after available non-teaching certificated personnel have been assigned.

27-2.1. Teachers shall report their anticipated absences to the substitute center as early as possible in order to enable substitute teachers to arrive in the school before the beginning time of the teachers' work day. Teachers shall also report their anticipated absences to the school no later than their reporting time. If the teachers cannot report because the telephone lines are busy or similar such occurrences, the teachers shall report as soon thereafter as possible.

27-3. The BOARD agrees, in principle, that teachers, during their duty-free professional preparation periods, shall not be requested to take the class of an absent teacher. Effective October 29, 1979, whenever a teacher's duty-free professional preparation period is canceled, the principal shall schedule a make-up duty-free professional preparation period for that teacher at a future time.

27-4. A substitute shall be provided to cover the classes of classroom teachers required by the BOARD to attend BOARD-sponsored workshops or BOARD in-service meetings when held during the regular school day.

27-5. The BOARD agrees to maintain a list of day-to-day substitutes who wish to make themselves available for work each day.

27-6. Day-to-day substitutes shall indicate their availability for work on a given school day by contacting the substitute center prior to 5:00 p.m. on the preceding school day or between 6:00 a.m. and 7:00 a.m. on that given school day.

ARTICLE 28. CLASS SIZE

28-1. Section 301.2 of the BOARD Policy Manual on Class Size provides as follows:

I. Elementary Schools and Vocational Guidance Centers (if any)

A. Staffing:

28 at the kindergarten level

28 at the primary level

31 at the intermediate level and upper grade level

20 in the education and vocational guidance centers (if any)

1. The number of classroom teaching positions provided to each elementary school will generally be determined as follows:

a. the total number of intermediate and upper grade students will be divided by 31 on a whole number basis, i.e., the division will not be extended to a decimal place. If the division is uneven, then the remaining students will be included in the primary membership;

b. the total number of primary students will be divided by 28 extended to one decimal place, and rounded up to the nearest whole number;

c. the total number of kindergarten students will be divided by two, extended to one decimal place, and rounded up to the nearest whole number; this number will then be divided by 28, extended to one decimal place, and rounded up to the nearest half (0.5) number;

d. the sum of a, b, and c represents the total number of teaching positions which shall be provided to each elementary school;

e. teachers assigned to the Intensive Reading Improvement Program or to bilingual programs will not be counted as part of the number provided to implement the maximum class size program in each school.

2. The total number of education and vocational guidance center students will be divided by 20, extended to one decimal place, and rounded up to the nearest whole number.

B. Organization

1. Elementary Schools With Space Available

In those elementary schools in which space is available, the maximum number of students in classes will generally be as follows:

27-29 in kindergarten classes

27-29 in primary grade classes

30-32 in intermediate classes and upper grade classes

Implementation of these class sizes in specific schools may result in problems relating to class reorganization, single section classes, split grades, and installation of experimental programs. Local school deviations from the class sizes indicated above may be made by the principal, after consulting the Professional Problems Committee and the teachers involved, when necessary to implement special programs for instructional improvement or to meet special needs of the particular school.

2. Elementary Schools Without Space Available

In those elementary schools in which space is unavailable to organize classes as indicated above, the additional teachers provided under the staffing in "A" will share the curriculum planning, instructional responsibilities, and all other related duties of teachers. Said additional teachers will be programmed in such a way as to provide for maximum teacher-pupil contacts on a regularly scheduled basis to share the instructional load of the classroom teachers. Said additional teachers should not be used primarily for:

administrative assistance

building security purposes

clerical or office-type tasks

discipline purposes

substituting

lunchroom duty
playground duty
guidance purposes — adjustment and counseling

3. All schools will be designated as schools with space available or schools without space available. Five periodic reports will be prepared by the BOARD during the school year and will include the following:

- a. a listing of the names of the schools where space is available;
- b. a listing of the names of the schools where space is not available and where additional teachers have been assigned.

4. Elementary schools without space available and where additional teachers have been assigned will:

- a. receive first priority in the assignment of Cadre and day-to-day substitute teachers;
- b. have physical education teachers and teacher-librarians assigned based on the number of teaching positions, with each kindergarten class counted as one position.

II. High School Staffing and Organization*

* one of the responsibilities of all high school teachers is to work to improve reading skills of all students in all subject areas.

A. The maximum number of students in the classes indicated below will generally be as follows:

English (regular, honors and advance placement): 28
English (essential or basic): 25
Mathematics (regular, honors and advanced placement): 28
Mathematics (remedial): 25
Foreign Language: 28
Social Studies: 28
Business Education: 28
General Science – Science Laboratory: 28
Home Economics- Non-Laboratory: 28

If essential or basic students are programmed in the same English or mathematics class with regular or honors students, the maximum class size will generally be 25 students.

Implementation of the policy on class size in specific schools may result in problems relating to individual class sizes, single section classes, installation of experimental programs, scheduling of special subject classes, and class organization and reorganization. Local school deviations from class sizes indicated above may be made by the principal, after consulting the Professional Problems Committee and the teachers

involved, when necessary to implement special programs for instructional improvement or to meet special needs of the particular schools. The total number of subject matter students assigned to each teacher should not exceed the number of subject classes multiplied by the maximum class size for the given subject indicated.

B. The number of students assigned to teachers indicated below will generally be determined by multiplying the number indicated next to the subject by the number of classes in the given subject.

Art: 31

General Music: 34

Physical Education: 40

III. Elementary Schools – Art & Music

The Board will continue to assign art and music teachers to elementary schools in accordance with the following formula:

.5 position for schools whose enrollment is 750 or less;

1.0 position for schools whose enrollment is 751 or more.

IV. Shop, Home Economics, Laboratory and Drafting

Shop, home economics, laboratory and drafting classes shall be limited in size to the maximum number of work stations available in each individual physical classroom in each school. The number of stations in each individual classroom shall be determined by the individual teacher, school administrator, and the shop supervisor of the Board.

V. Special Education

The class size in special education classes shall be in accordance with the guidelines established by the Board in “Guidelines for Special Education Programs” and the Rules and Regulations of the State Board of Education.

VI. Administrative Discretion in Exceptional Circumstances

The Chief Executive Officer or Chief Financial Officer are authorized to permit deviations from this policy where circumstances in the judgment of either of them require it.

VII. Procedures for Modifying Class Size Policy:

Prior to Board adoption of any amendments to this policy altering the class size provisions contained herein, notice and an opportunity to meet and confer regarding alterations will be provided to the Chicago Teachers Union at least 45 days prior to implementation.

28-2. Enforcement of Board Policy on Class Size. The BOARD and UNION agree that section 301.2 of the BOARD Policy Manual on Class Size, as set forth in Article 28-1 of this Agreement, shall be enforced only through the joint BOARD-UNION Class Size

Monitoring Process and the joint BOARD-UNION Class Size Supervisory Committee as established in Articles 28-3 and 28-4 of this Agreement.

28-3. Class Size Monitoring Process. A joint BOARD-UNION panel shall be established in each region to monitor concerns regarding class size brought to its attention by the UNION. Each panel shall be composed of two retired teachers, two retired principals and a representative of the BOARD's Offices of Employee and Labor Relations and shall meet on a bi-weekly basis.

Each panel shall have authority to make recommendations to the Chief Executive Officer with a copy submitted to the UNION President to resolve class size concerns, including, but not limited to, the following: assignment of a teacher assistant, addition of an extra preparation period, reorganized classes or class schedules, additional compensation, additional positions, staggered starting and ending class times, modified school boundaries, establishment of alternative sites and institution of multi-age groupings, split shifts or controlled enrollment. Each panel also shall issue reports semi-annually to the Offices of Employee and Labor Relations and the joint BOARD-UNION Class Size Supervisory Committee.

28-4. Class Size Supervisory Committee. A joint BOARD-UNION Class Size Supervisory Committee shall be established under the provisions of Article 45-1 of this Agreement to oversee the class size monitoring panels and to resolve matters brought to the Class Size Supervisory Committee by the panels. The BOARD agrees to commit \$2,250,000.00 during the term of this Agreement to fund the costs associated with implementing the Class Size Supervisory Committee's recommendations that are adopted by the BOARD and the UNION which shall be used to reduce class size by at least one student in identified kindergarten and first grade classes in neighborhood elementary schools.

ARTICLE 29. CURRICULUM GUIDE AND TEXTBOOK EVALUATION COMMITTEES

29-1. On each curriculum guide committee and textbook evaluation committee, the UNION shall have one representative for every ten committee members or any major fraction thereof. Elementary teachers selected by the UNION shall have at least two years' experience as an appointed teacher in the Chicago Public Schools on their certificate and have competence in the subject area of the committee.

To serve on a high school curriculum or textbook committee, the teacher shall have at least two years of experience as an appointed teacher, teaching on a regular certificate, such certificate to be in the subject area of the committee.

ARTICLE 30. DISCIPLINE

30-1. A teacher, upon written notice to the principal or the principal's designee, and upon receipt of written instruction of where the student is to be sent, which the principal

or the principal's designee shall send immediately, may exclude from class a student who seriously disrupts the orderly educational process as defined by the Student Code of Conduct.

Whenever a student is excluded from class, the teacher will confer with the principal, or the principal's designee, to provide the necessary information concerning the student and shall provide a complete written statement of the problem within twenty-four hours, which shall be via a uniform student discipline referral form. The uniform student discipline referral form shall be developed by the BOARD-UNION Committee on Student Discipline established under Article 45-9 and shall be recommended for use in all schools commencing with the 2008-2009 school year. Said written statement via the discipline referral form shall include a summary of any informational background or prior action taken by the teacher relative to the student's behavioral problems. The principal or the principal's designee will only reinstate the student after a conference on classroom conduct and school rules which will be held on non-instructional time and must include the teacher.

30-2. After a total of three written referrals for a student causing serious disruption as defined by the Student Code of Conduct, the principal or the principal's designee shall have the student, parent or legal guardian and teacher or teachers involved attend a conference on classroom conduct and school rules.

The school shall be represented at this conference by the principal or the principal's designee. If the teacher or teachers involved and the principal or the principal's designee agree that a procedure other than a parental conference would be most beneficial to the student, that procedure may be substituted. This shall be a prerequisite to returning the student to class.

The principal or the principal's designee will provide the referring teacher or teachers with a copy of the misconduct report or, if none, orally advise the referring teacher(s) of the disposition.

30-3. If the student continues to cause serious disruption as defined by the Student Code of Conduct, the principal shall commence disciplinary procedures in accordance with the Student Code of Conduct.

When a student has been suspended, the principal, or the principal's designee, and the teacher will take the necessary steps to continue the diagnostic review with the appropriate members of staff to attempt to determine the basic cause of the student's behavioral problem and the corrective measures to be taken.

30-4. Principals, or their designees, shall notify the police in case of serious school-related offenses including, but not limited to, extortion, possession of narcotics, possession of alcohol, arson or attempted arson, serious theft, serious vandalism, false reports of fire or bombs, possession or use of weapons, assault on an employee and reported instances of trespassing. Trespassing is defined as presence without invitation or consent of one in legal possession of the property. Nothing in this section shall be

construed to prohibit a teacher or PSRP who has been the victim of a school-related offense from independently notifying the police of the offense.

30-5. A continuous record of student discipline cases shall be maintained by the principal or the principal's designee and shall be available in the school office for use by the assistant principal, the student's classroom teachers, counselor, truant officer, psychologist, social worker and school nurse when needed.

30-6. In the event of a school-related assault on a teacher or PSRP, the Law Department of the BOARD, when notified, shall inform the teacher or PSRP of the teacher's or PSRP's legal rights, and the teacher or PSRP shall be assisted by the Law Department in court appearances. Teachers or PSRPs will immediately report to the school principal all cases of assault in which they are involved while acting in the course of their employment.

Principals shall immediately report all school-related assaults by telephone, followed by a written or online assault report to the Department of Safety and Security and to their respective Area Instruction Officer. The member shall receive a copy of the assault report at this time. The Department of Safety and Security shall immediately notify the Law Department of the BOARD.

Whenever a teacher or PSRP listed under Article 1-1 of this Agreement is involved in a school-related assault case resulting in a court appearance by the teacher or PSRP, said teacher or PSRP shall inform the principal through a written notice stating the date, time and place of the scheduled court appearance. The principal shall forward the written notice from the employee to the Area Instruction Officer, the Office of Elementary Areas and Schools, the Office of High School Programs and the Law Department.

30-7. The BOARD, through its principals and other administrators, agrees to work with teachers and other bargaining unit members, parents and appropriate agencies in seeking solutions to school and classroom discipline problems within the applicable provisions of the **Illinois School Code**, the **Rules of the Board of Education** and the **Chicago Public Schools Policy Manual**.

30-7.1. All other bargaining unit members shall continue to assist teachers in the maintenance of proper standards of student behavior on the school premises during recess, passing periods and at times of student entrance and dismissal.

30-8. Effective November 1, 1977, each local school principal, or the principal's designee, shall have available for day-to-day substitutes local school discipline procedures to be followed by day-to-day substitutes.

Day-to-day substitutes, upon reporting for duty, shall request this information from the principal or the principal's designee.

ARTICLE 31. DUPLICATING FACILITIES

31-1. Insofar as possible, duplicating machines, duplicating masters, duplicating paper, duplicating fluid and typewriters should be made available for the use of teachers in preparing instructional materials.

ARTICLE 32. INSURANCE

32-1. Except as provided for in Appendix B, the BOARD shall provide for each full-time teacher or other bargaining unit member medical and health care benefits, including an indemnity/preferred provider option (PPO) plan and an alternative medical pre-paid group health plan.

32-1.1. The BOARD shall provide the applicable coverage for teachers and other bargaining unit members granted a leave for illness under the provisions of **Board Rule 4-12** or **4-13** and other bargaining unit members on leave for ordinary or duty disability. Continued coverage for appointed teachers and PSRPs shall not exceed twenty-five school months. Continued coverage for TATs shall not exceed five school months unless extended, provided, however, that all coverage shall terminate at the end of June with the close of school. Such continued coverage is subject to the provisions of Appendix B.

- A. The BOARD shall provide the applicable coverage for teachers and other bargaining unit members granted a leave for illness in the family under the applicable provisions of **Board Rule 4-12** which restricts the duration of said leave to five school months without extension. Such continued coverage is subject to the provisions of Appendix B.
- B. The BOARD shall provide the applicable coverage for teachers granted a child-rearing leave of absence under Article 33-6.1 of this Agreement or **Board Rule 4-12** and for other bargaining unit members under **Board Rule 4-12** granted a maternity or child-rearing leave of absence for a maximum of five calendar months. Such continued coverage is subject to the provisions of Appendix B.

32-1.2. The BOARD agrees to pursue with its insurance carrier the procedures for the implementation of a program wherein Blue Shield benefit applications that are denied in whole or in part by Blue Shield shall automatically be referred to Major Medical for consideration for reimbursement under the provisions of Major Medical coverage. The BOARD further agrees to implement this program as soon as said procedures are finalized, but no later than February 1, 1980.

Effective September 1, 2007 and thereafter, the lifetime benefit maximum of the indemnity/preferred provider option (PPO) is limited to \$2,000,000.00.

The BOARD shall provide medical, prescription drug, mental health, dental and vision benefits, flexible spending accounts, life and personal accident insurance and a savings and retirement program as set forth in the summary description attached hereto as Appendix E, subject to the terms of this Agreement.

32-1.3. All employee health plans shall include coverage for routine and diagnostic mammography in accordance with the American Cancer Society guidelines. This coverage shall not require payment of a deductible.

32-1.4. The BOARD shall provide benefits in connection with the diagnosis and/or treatment of infertility which are in conformance with guidelines of the American College of Obstetrics and Gynecology or in accordance with the Standards of the American Society of Reproductive Medicine.

32-2. The BOARD may change insurance carriers, Health Maintenance Organizations or administrators or self-insure all or any part of the coverage provided for herein if such change does not reduce the level of benefits, and provided any such change is in conformity with the following:

The following provisions shall facilitate the BOARD's responsibility to administer the plan of benefits which is collectively bargained. The purpose is to maximize the strength of the BOARD on behalf of the employees to purchase aggressively health care under the plan of benefits in the marketplace.

- A. No standing commitment to any carriers, administrator(s), providers or vendors shall be named within the Agreement.
- B. All commercial relationships can be competitively evaluated, which may include either being competitively bid formally or rigorously evaluated and negotiated without formal bidding, if administratively and/or economically advantageous, and prudent for the BOARD as fiduciary, subject to all applicable law. The UNION shall be advised of such problems that may be addressed in this manner, appropriately through the Health Care Cost Containment Committee.
- C. The PPO networks can be altered if necessary should the BOARD re-evaluate the administrative, vendor or provider relationships, should the full responsibilities of the carrier(s) or administrator(s) be bid or should the current responsibilities be unbundled and competitively evaluated and subsequently awarded.
- D. Current HMO configurations may be altered to take advantage of administrative prerogatives and fiscal requirements, and characteristics of the marketplace.
- E. Reconfigurations of either the PPO institutions or the number of HMOs under either sections C and D above shall be explicable to the Health Care Cost Containment Committee and shall be supported by analyses and not be arbitrary.
- F. No reconfiguration of PPO institutions or change in the number or identity of HMOs shall be made except in compliance with the following:

- i. The UNION shall be notified in writing of the intent to change at least ninety calendar days prior to the proposed change where circumstances are within the BOARD's control. In all other cases, the BOARD will provide the maximum notice as is practicable under the circumstances.
- ii. The UNION and the BOARD shall meet within five school days of receipt of the notice by the UNION or at such other mutually agreeable date consistent with the parties' desire to expedite such meeting.
- iii. The notice referred to shall, at the time the notice is given, provide sufficient information to explain the contemplated action and shall include, at a minimum, but shall not be limited to, the following:
 - a. the affected PPO institutions or HMOs.
 - b. the precise reason(s) the action is being contemplated.
 - c. the numbers of covered participants (employees and/or dependents) receiving in-patient service from such affected institutions or HMOs at the time the notice is given.
 - d. the number of covered participants (employees and/or dependents) receiving in-patient service from such affected institutions or HMOs during the preceding twelve months.
- iv. The BOARD shall provide to the UNION all additional relevant information which is reasonably available and shall be responsible for notices to participants.
- v. In the event the parties are unable to resolve a dispute within five school days of the first meeting or such other time as may be mutually agreed upon, the dispute shall be submitted to arbitration pursuant to the provisions of Article 3-5 of the Agreement on an expedited basis.

32-3. Effective July 1, 2004 and thereafter, the BOARD will provide group life insurance in the amount of \$25,000.00 for each member of the bargaining unit, including teachers granted a leave for illness, illness in the family, child-rearing or FMLA leave, and other bargaining unit members on leave for ordinary or duty disability, illness in the family, child-rearing, maternity or paternity leave. Payment of premium for bargaining unit members on any such leave shall not exceed twenty-five school months.

32-4. The BOARD shall provide payment for all medical treatment arising out of job-related accidents or injuries covered under the Illinois Workers' Compensation Act and Occupational Disease Act.

32-5. LMCC. By November 15, 2007, the parties shall form a joint BOARD-UNION Labor-Management Cooperation Committee (“LMCC”) designed to research and make recommendations related to the improvement of the quality of patient care and achievement of significant and measurable employee medical plan savings. The LMCC shall be composed of ten members with five appointed by the BOARD and five appointed by the UNION.

32-6. Effective August 21, 1999, qualified domestic partners of teachers or other bargaining unit members are entitled to the same benefits as are available to the spouses of teachers or other bargaining unit members.

To be eligible for coverage as qualified domestic partners, teachers or other bargaining unit members must complete and file with the BOARD an affidavit of domestic partnership in which they attest as follows:

- A. they are each other’s sole domestic partner, responsible for each other’s common welfare; and
- B. neither party is married; and
- C. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- D. each partner is the same sex and resides at the same residence; and
- E. two of the following four conditions exists for the partners:
 - i. The partners have been residing together for at least twelve months prior to filing the affidavit of domestic partnership.
 - ii. The partners have common or joint ownership of a residence.

- iii. The partners have at least two of the following arrangements:
 - a. joint ownership of motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
- iv. The teacher or other bargaining unit member declares that the domestic partner is identified as a primary beneficiary in the teacher or other bargaining unit member's will.

Any change in the circumstances which have been attested to in the documents qualifying an individual as a domestic partner must be provided to the BOARD within sixty days of said change.

A minimum of twelve months must elapse before a teacher or other bargaining unit member may designate a new domestic partner.

32-7. This Agreement shall be reopened to further discuss the health plan set forth in Appendices B and E for the following reasons:

- A. Any change(s) in the applicable law(s), including, but not limited to, a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement and that directly affects benefits/coverage of BOARD employees and dependents;
- B. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined as follows:
 - i. where health insurance related costs exceed six percent over the prior fiscal year for any individual plan (i.e., HMO IL, UHC HMO, BC/BS PPO, UHC PPO or UHC HRA); or
 - ii. where the recommendations of the Labor-Management Cooperation Committee on health care are implemented as recommended and fail to result in cost containment or savings as measured by an increase in health insurance related costs over the prior fiscal year.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty days to notify the other party of its intent to reopen this Agreement in order to

negotiate the health plan set forth in Appendices B and E. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. The *status quo* shall remain in effect unless otherwise agreed to.

32-8. Premium Cost Cap. Should the bargaining unit members' share of the total paid health care premiums exceed twelve percent of the total paid health care premiums in any one year of this Agreement, the BOARD shall remit an amount equivalent to all excess contributions to a Voluntary Employees' Beneficiary Association ("VEBA") that will have as its purpose the provision of benefits to UNION members including premium offsets. The trust document establishing this VEBA shall be created following the execution of this Agreement, and the VEBA shall be submitted for approval by the Internal Revenue Service. No eligible participant or dependent shall be permitted to receive benefits from the VEBA in excess of an annual dollar amount to be determined by the VEBA trustees, and benefits shall be payable from the VEBA only to the extent that a contribution has been made according to this section. The VEBA shall be governed by a board of trustees with an equal number of BOARD and UNION representatives.

ARTICLE 33. LEAVES OF ABSENCE

33-1. In case of absence exceeding ten consecutive school days due to personal illness, a TAT may apply for and secure a leave of absence without pay, except as provided in the sick pay rule. Such leave shall not exceed five school months unless extended, provided, however, all leaves granted such teachers shall expire at the end of June with the close of the school term.

33-1.1. In the event that a TAT receives another certificate, said teacher will be eligible to apply for and secure another leave of absence upon presentation of proof establishing continued serious personal illness. Said extension will be limited to five school months, and the teacher must pass a health examination by a medical examiner of the BOARD before returning to teaching.

33-1.2. The replacement of a TAT by a certified teacher or by another temporarily certified teacher in the position occupied by said teacher shall not affect the leave as far as eligibility for sick leave pay is concerned.

33-1.3. Leaves of absence may also be granted, without pay, except as provided in the sick pay rule, to any TAT who shall file a written request for leave with the Department of Human Resources because of the serious illness of a member of the immediate family, that is, one who resides with or is supported by such teacher. Such leaves may not exceed five school months within two consecutive school years, provided, further, that such leaves shall automatically expire with the expiration of their temporary certificates at the end of June with the close of the school term.

33-2. Personal illness leaves may be extended to a maximum of twenty-five school months for appointed teachers.

33-3. In addition to the provisions of **Board Rule 4-14(b)**, whenever the absence of a teacher or other bargaining unit member is caused by the death of the teacher's parent, spouse, domestic partner, child, brother or sister, or grandparent, such employee shall be paid the basic salary for the number of days absent from the date of death to the date the employee returns to work provided that the number of days shall not exceed ten days with the last five being applied against accumulated allowable sick leave.

33-4. When a leave has been granted for an appointed teacher for travel or study, the absence shall not be construed as a break in service so far as seniority is concerned, and the position shall be held open as provided by **Board Rule 4-15(b)**.

33-5. Teachers or other bargaining unit members, including any selected by the UNION, may be granted leave with the approval of the Chief Executive Officer and with authorization from the BOARD to attend, without loss of salary, conferences, meetings, workshops or conventions of professional organizations which in the judgment of the Chief Executive Officer are beneficial or related to the work of the schools, or a commencement exercise at which a degree is being conferred on the employee. Such leave to attend a commencement exercise shall be limited to one day.

33-5.1. When a teacher or other bargaining unit member applies for a leave under the provisions of **Board Rule 4-14(e)**, pertaining to leave to attend conferences, the application shall be accompanied by a self-addressed, stamped envelope. The Department of Human Resources shall provide written notification of the approval or disapproval of said leave to the applicant within twenty-five school days after the receipt of the application by the Department of Human Resources.

33-5.2. Teachers or other bargaining unit members requesting paid leave to attend professional conferences, meetings, workshops or conventions, or to receive university degrees, must submit a form containing complete documentation to his or her principal or supervisor at least four weeks prior to the requested leave date. Within two weeks of receiving complete documentation from the employee, the principal or supervisor shall notify the employee whether the request has been granted or denied.

33-6. FMLA Leave. Bargaining unit employees who have been employed for at least twelve months and who have worked a minimum of 1,250 hours of service during the previous twelve-month period shall be entitled to unpaid leave under the Family and Medical Leave Act ("FMLA") as set forth in Appendix G.

33-6.1. Child-Rearing Leave.

- A. A teacher may request leave for the purpose of caring for his or her newborn child.
- B. In case of absence exceeding ten consecutive school days due to the birth of his or her child or adoption of his or her child less than five years of age, a teacher, including a domestic partner, may apply for and secure child-rearing leave by filing a written application. The Chief Executive Officer shall have authority, subject to the approval of the BOARD, to grant child-rearing leave. A child-rearing leave taken subsequent to the effective date of this Agreement shall be for a period of not more than four years from the date on which such leave becomes effective. Continuous child-rearing leaves shall not exceed eight years. The teacher's position shall be held open during the first period of ten successive school months of child-rearing leave or to the end of the semester immediately following said ten months upon the written request of the teacher for such extension, subject to the approval of the BOARD. Upon the expiration of such period of time, if the teacher thereafter does not return, the teacher's position shall be declared vacant, provided, however, that upon reporting for duty at the expiration of the child-rearing leave, the teacher shall be eligible for immediate assignment. Child-rearing leave may be terminated before the expiration of ten successive school months upon the written request of the teacher.

33-6.2. The provisions of **Board Rule 4-12** pertaining to adoption shall be amended to provide that teachers shall be eligible to apply for child-rearing leave if they accept for adoption a child less than five years of age.

33-6.3. A teacher on child-rearing leave may be permitted to serve as a day-to-day substitute at the daily rate paid such a substitute teacher, except when a teacher granted such a leave shall be eligible for sick pay. A teacher so employed as a day-to-day substitute will not be permitted to count such employment to extend the leave nor for purposes of salary adjustment.

33-7. All full-time teachers and other full-time bargaining unit members (except temporary teachers employed on a part-time hourly or day-to-day basis) shall be granted three school days' leave for personal business during each calendar year without loss of pay or deduction from sick leave on the basis of and during the period set up for their positions in the budget consistent with **Board Rule 4-11**, except that no personal business day may be taken the first week of school or the last week of school, and effective September 1, 1970, the day before or the day after a school holiday unless it is used to attend the graduation exercise of a child or spouse, or for a religious holiday, or unless an emergency exists and proof of which is filed with the employee's supervisor immediately upon return. All teachers and other bargaining unit members with less than one year's experience in the Chicago Public Schools shall receive personal business leave according to this formula: Those beginning employment

between January 1 and March 31, three days; between April 1 and September 30, two days; between October 1 and November 30, one day; and between December 1 and December 31, zero days.

Personal business is defined as any business that cannot be conducted at a time not in conflict with the employee's regular school day, an emergency over which the employee has no control which requires immediate attention and the observance of religious obligations.

Notice of such leave shall be given as far in advance as possible. In giving notice of such leave or immediately upon return to school, if the leave was an emergency, the employee shall complete the form required by the BOARD but shall not be required to give explanation other than that the leave was taken for one of the specific reasons indicated in this section except as above required. Effective September 1, 1983, at no time shall three personal business days be taken in succession.

Nothing herein shall affect the right of such employee to follow the present policy in respect to religious holidays. Personal business days may not be used while a member of the bargaining unit is on sick leave. Personal business days that are unused at the end of the calendar year may be added to the employee's accumulated sick leave days up to the maximum provided.

33-7.1. New full-time teachers and other new full-time bargaining unit members shall complete a sixty-school-day waiting period in order to be eligible for a personal business day (for any reason other than a religious holiday). This provision shall not be applicable to teachers or other bargaining unit members who have been granted personal business days in the preceding school year and have not terminated their services.

33-8. Effective August 19, 2002, the number of accumulated unused sick days permitted to accumulate to a teacher or other bargaining unit member shall be 315. Effective August 19, 2009, the number of accumulated unused sick days permitted to accumulate to a teacher or other bargaining unit member shall be 320. Effective August 19, 2011, the number of accumulated unused sick days permitted to accumulate to a teacher or other bargaining unit member shall be 325. The total number of unused sick leave days shall appear on the salary check stubs of all bargaining unit members.

33-8.1. New full-time teachers and other new full-time bargaining unit members shall complete a sixty-school-day waiting period in order to be eligible for sick days' pay. This provision shall not be applicable to teachers or other bargaining unit members who have been granted sick days in the preceding school year and have not terminated their services.

33-9. Effective February 1974, teachers on extended-day programs, including eight-hour-day positions and regularly scheduled classes authorized on an overtime basis (but not including classes established after regular school hours to supplement the regular program, such as after-school classes in reading and arithmetic, driver training

programs, evening school programs and social center programs), will be entitled to extended-day pay when absent if entitled to sick pay for the normal school day under the provisions of **Board Rule 4-11**.

33-10. Except in circumstances beyond the teacher's control, each teacher who has been absent, or the teacher's designee, shall notify the principal of his or her return by 2:00 p.m. of the day prior to said return.

33-11. Any member of the bargaining unit resigning or leaving the system for any reason who has exhausted allowable sick leave time for that school year beyond the rate of one day for each month served up to and including the last day of service will have the bargaining unit member's last salary check adjusted for the overpaid days.

33-12. Appointed teachers and PSRPs who are on a personal illness leave due to an injury which is covered by the Workers' Compensation Act shall not have their service interrupted for salary purposes, nor shall their absence be construed as a break in service.

33-13. In a case of absence exceeding ten consecutive school days due to personal illness, a full-time appointed teacher shall apply for and secure a personal illness leave of absence. Such leave shall not exceed ten school months nor be in excess of a total of ten school months in any two consecutive school years. The teacher's position shall be held open for ten school months or to the end of the semester immediately following said ten school months upon the written request of the teacher for such extension at least two weeks before the leave expires. Thereafter, the position shall be declared vacant, but the teacher, upon reporting for duty at the expiration of such extended leave, shall be eligible for immediate assignment, and, if not placed in an assignment, shall be placed in the reassigned teacher pool.

A teacher who uses his or her accumulated sick leave for the entire period of personal illness leave shall have his or her position held open.

33-14. There shall be no moratorium on sabbatical leaves of absence during the term of this Agreement.

33-15. In the case of a teacher or other bargaining unit member whose continued illness extends beyond the amount of sick leave earned and accumulated, the Department of Human Resources may authorize extended leave with pay.

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

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

33-16. Pension Enhancement Program.

Employees who (1) are eligible for retirement under the Public School Teachers' Pension and Retirement Fund of Chicago or the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund; (2) intend to retire on or before June 30 in the years 2008, 2009, 2010, 2011 and 2012; (3) submit an irrevocable notice of their intent to retire by March 1 in accordance with the schedule set forth below; and (4) have accumulated a sufficient number of sick days at the time of such notice or by the time of the first accelerated payment provided below, whichever is later, shall receive the following accelerated payment(s) for sick days prior to their retirement:

| Sick Leave Payout | Retirement Date, on or before: | Notice Date, on or before: |
|--|---------------------------------------|-----------------------------------|
| One-Year Payout: 20% over the prior year's salary (includes regular salary increase) | 06-30-08 | 03-01-08 |
| | 06-30-09 | 03-01-09 |
| | 06-30-10 | 03-01-10 |
| | 06-30-11 | 03-01-11 |
| | 06-30-12 | 03-01-12 |
| Two-Year Payout: 10% each of the 2 prior years (in addition to regular salary increases) | 06-30-09 | 03-01-08 |
| | 06-30-10 | 03-01-09 |
| | 06-30-11 | 03-01-10 |
| | 06-30-12 | 03-01-11 |
| Three-Year Payout: 6.6% each of the 3 prior years (in addition to regular salary increases) | 06-30-10 | 03-01-08 |
| | 06-30-11 | 03-01-09 |
| | 06-30-12 | 03-01-10 |
| Four-Year Payout: 5% each of the 4 prior years (in addition to regular salary increases) | 06-30-11 | 03-01-08 |
| | 06-30-12 | 03-01-09 |
| Five-Year Payout: 4% each of the 5 prior years (in addition to regular salary increases) | 06-30-12 | 03-01-08 |

Payments in Fiscal Year 2007-2008 will be made in a salary adjustment check on or after April 1, 2008 and prior to June 30, 2008; in 2008, 2009, 2010, 2011 and 2012, a salary adjustment check will be made prior to June 30 of each year.

Employees are responsible for paying their pension contributions on any accelerated payment they receive for sick days under this Article.

**ARTICLE 34. PERSONNEL FILES:
BOARD OF EDUCATION**

34-1. No anonymous letter or materials shall be placed in the teacher's or other bargaining unit member's file or be used in any proceeding or given any credibility anywhere by the BOARD.

34-2. Upon written request by the teacher or other bargaining unit member, the employee shall be permitted to examine his or her personnel file in the presence of a BOARD representative. Such requests shall not be honored during the two weeks prior to the opening of the school term in September nor during the first two weeks of the school term, due to the work load of the Department of Human Resources at these particular times.

34-3. No matters pertaining to the grievance procedure shall be included in the teacher's or other bargaining unit member's personnel file unless so requested by the employee. All matters pertaining to a grievance shall be treated as confidential material by the BOARD and shall not be consulted in decisions regarding re-employment, promotion, assignment or transfer.

34-4. No derogatory statement about a teacher or other bargaining unit member originating outside of the Chicago public school system shall be placed in the teacher's or other bargaining unit member's personnel file, provided, further, that any official report or statement originating within the Chicago public school system may be placed in the teacher's or other bargaining unit member's personnel file only if the teacher or other bargaining unit member is sent a dated copy thereof at the same time. The teacher or other bargaining unit member may respond and such response shall be attached to the filed copy.

34-5. No material shall be used in any formal action against any bargaining unit member, when summoned to a conference in the Office of Employee Relations, which has not been made available to the bargaining unit member in advance of said conference. Any material to be used by the UNION or bargaining unit member shall be presented to the Office of Employee Relations in the same manner.

34-5.1. In accordance with present practice, a teacher shall be permitted to submit materials which relate to the teacher's service in the Chicago public school system for inclusion in the teacher's personnel file.

34-5.2. Teachers or other bargaining unit members summoned by the BOARD or Chief Executive Officer or his or her designee for formal action which could be adverse shall be given advance notification as to the subject of the conference and shall have the option of having a UNION representative present and representing the teacher or other bargaining unit member. The bargaining unit member shall be responsible for notifying the UNION.

The above procedure shall not apply to unsatisfactory evaluation conferences which are covered under Article 39 of this Agreement.

34-5.3. Teachers and other bargaining unit members who are requested to attend a conference with a parent who is accompanied by a representative of a community

organization shall be given advance notification as to the subject of the conference and may have the option to have a UNION field representative present. The bargaining unit member shall be responsible for notifying the UNION.

Nothing herein shall preclude a parent's being accompanied to a school conference by a person who will serve as an interpreter if a language barrier exists, and nothing herein shall preclude a parent's being accompanied by another member of the family. In such situations the option to have a UNION field representative present shall not apply.

ARTICLE 35. PROMOTIONAL AND PROFESSIONAL OPPORTUNITIES

35-1. Notice of all promotional and professional opportunities occurring during the school year, including those filled by teachers on loan, shall be posted in all school offices at least ten days and, when practical, twenty days prior to the closing date for applications. In the event such opportunities arise outside the school term, the BOARD shall notify the UNION and advertise (1) in the Personnel Bulletin, (2) on the Chicago Public Schools' website and (3) on the Chicago Public Schools' twenty-four-hour jobs hotline.

35-2. The posting shall include a description of the duties of the position; the qualifications required of persons applying for the position; the location of the position, if known; and the salary range of the position.

35-3. The Department of Human Resources shall acknowledge promptly in writing the receipt of each application, except for summer schools, provided that applicants furnish a stamped, self-addressed envelope.

35-4. Applicants for promotional opportunities who are interviewed by an Interview Committee shall furnish the Interview Committee with a stamped, self-addressed envelope which shall be used by the Department of Human Resources to notify the applicant when the position has been filled.

35-5. Qualified teachers holding a regular kindergarten-primary certificate may also apply for positions as reading clinic teachers when such positions are to be staffed.

35-6. Any ancillary teaching position to be opened for the first time at the local school level shall be reported to the faculty by the principal. Within three school days thereafter, any teacher may make written application to the principal indicating said teacher's qualifications for said position. This procedure shall not apply to positions covered under the provisions of Article 35-1 of this Agreement.

35-7. Any otherwise qualified PSRP shall be eligible to apply for any advertised position.

35-8. When a teacher or other bargaining unit member makes formal application for a promotional or professional opportunity, including positions at reclassified or

redesignated schools, the applicant's most recent efficiency rating shall be part of the criteria. The applicant's prior two efficiency ratings shall be considered if the most recent efficiency rating was the teacher's initial evaluation by the principal.

ARTICLE 36. SALARIES

36-1. The annual salaries of all teachers and the prorated monthly segments thereof are set forth in the teacher salary schedules attached hereto as Appendix A-1A through A-1D. Such schedules and all other provisions governing compensation and remuneration contained in Appendix A are hereby made a part of this Agreement.

36-1.1. Effective September 1, 1984 and thereafter, the UNION agrees that at least fifty percent of appointed teachers shall be paid their thirty-nine-week annual salary (Appendix A-1A through A-1D) prorated over fifty-two weeks in twenty-six bi-weekly payments. Teachers requesting to be paid in this manner must submit proper application to the principal on or before June 15, 1984. Said payroll status shall remain in effect throughout the 1984-1985 fiscal year.

If less than fifty percent of the appointed teachers elect to apply for the aforesaid change in payroll status, the UNION agrees that the number of teachers necessary to reach fifty percent of the appointed teaching force shall be placed in the fifty-two-week payment program. Said teachers shall be those teachers with the least amount of continuous service in the Chicago public schools.

Effective November 5, 1990, the UNION agrees that at least seventy-five percent of all full-time teachers shall be paid their thirty-nine-week annual salary (Appendix A-1A through A-1D) prorated over fifty-two weeks in twenty-six bi-weekly payments. All TATs and all appointed teachers upon their original appointment shall be placed in the fifty-two-week payment program. All other appointed teachers requesting to be paid in this manner must submit proper application to the principal on or before June 1. These applications shall be distributed on or about May 1.

On June 10, the BOARD shall inform the UNION of the estimated date of appointment for full-time teachers who may be placed involuntarily into the fifty-two-week payment program. The UNION shall place this information in the June issue of the **Chicago Union Teacher**.

If less than seventy-five percent of all full-time teachers elect to apply for the aforesaid change in payroll status, the UNION agrees that the number of full-time teachers necessary to reach seventy-five percent of all full-time teachers shall be placed in the fifty-two-week payment program. Said teachers shall be those teachers with the least amount of continuous service within the Chicago public schools.

Effective August 21, 1999 and thereafter, the UNION agrees that eighty-five percent of all full-time teachers shall be paid their forty-week annual salary (Appendix A-1A through A-1D) prorated over fifty-two weeks in twenty-six bi-weekly payments. All TATs and all appointed teachers upon their original appointment shall be placed in the fifty-

two-week payment program. All other appointed teachers requesting to be paid in this manner must submit proper application to the principal on or before June 1 prior to the next school year. These applications shall be distributed on or about May 1.

On June 10, the BOARD shall inform the UNION of the estimated date of appointment for appointed teachers who may be placed involuntarily into the fifty-two-week payment program for the following school year. The UNION shall place this information in the June issue of the **Chicago Union Teacher**.

If less than eighty-five percent of all full-time teachers elect to apply for the aforesaid change in payroll status, the UNION agrees that the number of full-time teachers necessary to reach eighty-five percent of all full-time teachers shall be placed in the fifty-two-week payment program. Said teachers shall be those teachers with the least amount of continuous service within the Chicago public schools.

A joint BOARD-UNION committee shall be established to hear and decide appeals only on the basis of circumstances that create hardships for continuous participation in the extended pay plan for teachers.

Hardship appeals shall be conducted within fifteen school days following the receipt of the request. Hardships granted for the circumstances listed above shall be expedited within fifteen school days following the date of the hearing. The lump-sum monies shall be paid to the employee within two pay periods after the appeal is granted. Teachers granted hardship appeals shall not be involuntarily returned to the extended pay plan in the following school year.

36-1.2. Effective September 1, 2004 and thereafter, Article 36-1.1 of this Agreement is superseded by this Article, and all teachers shall be paid their annual salary prorated over fifty-two weeks in twenty-six bi-weekly payments. All deductions shall be annualized in accordance with the fifty-two-week payment program through twenty-six bi-weekly deductions.

36-2. The annual salaries of all PSRPs and the prorated monthly segments thereof are set forth in the PSRP salary schedules hereto attached in Appendix A-1F through A-1H. Such schedules and all other provisions governing compensation and remuneration contained in Appendix A are hereby made a part of this Agreement.

36-2.1. Effective September 1, 1984 and thereafter, the UNION agrees that at least fifty percent of PSRPs shall be paid their thirty-nine-week annual salary (Appendix A-1F through A-1H) prorated over fifty-two weeks in twenty-six bi-weekly payments. PSRPs requesting to be paid in this manner must submit proper application to the principal on or before June 15, 1984. Said payroll status shall remain in effect throughout the 1984-1985 fiscal year.

If less than fifty percent of the PSRPs elect to apply for the aforesaid change in payroll status, the UNION agrees that the number of PSRPs necessary to reach fifty percent shall be placed in the fifty-two-week payment program. Said PSRPs shall be those

members with the least amount of continuous service within their job title classification within the Chicago public schools.

Effective November 5, 1990, the UNION agrees that at least seventy-five percent of all full-time PSRPs shall be paid their thirty-nine-week annual salary (Appendix A-1F through A-1H) prorated over fifty-two weeks in twenty-six bi-weekly payments. All full-time provisional PSRPs and all PSRPs upon their date of certification shall be placed in the fifty-two-week payment program. All other PSRPs requesting to be paid in this manner must submit proper application to the principal on or before June 1. These applications shall be distributed on or about May 1.

On June 10, the BOARD shall inform the UNION of the estimated date of appointment for PSRPs who may be placed involuntarily into the fifty-two-week payment program. The UNION shall place this information in the June issue of the **Chicago Union Teacher**.

If less than seventy-five percent of full-time PSRPs elect to apply for the aforesaid change in payroll status, the UNION agrees that the number of full-time PSRPs necessary to reach seventy-five percent shall be placed in the fifty-two-week payment program. Said full-time PSRPs shall be those members with the least amount of continuous service within the Chicago public schools.

Effective August 21, 1999 and thereafter the UNION agrees that eighty-five percent of all full-time PSRPs shall be paid their forty-week annual salary (Appendix A-1F through A-1H) prorated over fifty-two weeks in twenty-six bi-weekly payments. All full-time provisional PSRPs and all PSRPs upon their date of certification shall be placed in the fifty-two-week payment program. All other PSRPs requesting to be paid in this manner must submit proper application to the principal on or before June 1 prior to the next school year. These applications shall be distributed on or about May 1.

On June 10, the BOARD shall inform the UNION of the estimated date of appointment for PSRPs who may be placed involuntarily into the fifty-two-week payment program for the following school year. The UNION shall place this information in the June issue of the **Chicago Union Teacher**.

If less than eighty-five percent of full-time PSRPs elect to apply for the aforesaid change in payroll status, the UNION agrees that the number of full-time PSRPs necessary to reach eighty-five percent shall be placed in the fifty-two-week payment program. Said full-time PSRPs shall be those members with the least amount of continuous service within the Chicago public schools.

A joint BOARD-UNION committee shall be established to hear and decide appeals only on the basis of circumstances that create hardships for continuing participation in the extended pay plan for PSRPs.

Hardship appeals shall be conducted within fifteen school days following the receipt of the request. Hardships granted for the circumstances listed above shall be expedited within fifteen school days following the date of the hearing. The lump-sum monies shall

be paid to the employee within two pay periods after the appeal is granted. PSRPs granted hardship appeals shall not be involuntarily returned to the extended pay plan in the following school year.

36-2.2. Effective September 1, 2004 and thereafter, Article 36-2.1 of this Agreement is superseded by this Article, and all PSRPs shall be paid their annual salary prorated over fifty-two weeks in twenty-six bi-weekly payments. All deductions shall be annualized in accordance with the fifty-two-week payment program through twenty-six bi-weekly deductions.

Effective July 1, 2008, all PSRPs in 38.6-week (or ten-month) positions shall be paid their annual salary in bi-weekly installments prorated over twenty bi-weekly payroll periods. All deductions shall be annualized in accordance with the fifty-two-week payment program through twenty bi-weekly deductions.

36-2.3. Effective on or after July 1, 2007, the BOARD shall place all PSRPs on the same payroll cycle as teachers.

36-3. In accordance with the provisions of the **Illinois School Code**, salary schedules and compensatory remuneration provisions in the 2007-2012 Agreement shall be subject to the terms, provisions and conditions of appropriations therefore contained in the fiscal 2008-2009 annual or supplemental school budgets for the school year 2008-2009, and shall be subject to the terms, provisions and conditions of appropriations therefore contained in the fiscal 2009-2010 annual or supplemental school budgets for the school year 2009-2010, and shall be subject to the terms, provisions and conditions of appropriations therefore contained in the fiscal 2010-2011 annual or supplemental school budgets for the school year 2010-2011, and shall be subject to the terms, provisions and conditions of appropriations therefore contained in the fiscal 2011-2012 annual or supplemental school budgets for the school year 2011-2012.

36-3.1. The BOARD shall pick up for each teacher and other bargaining unit member a sum equal to seven percent of the amount due each such employee as set forth in Article 27-1.1 of this Agreement and in the annual salary schedules set forth in Appendix A-1A through A-1D and A-1F through A-1H (except A-1K(i) and A-3E) of this Agreement for the Public School Teachers' Pension and Retirement Fund of Chicago and the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund to be applied to the retirement account of each such employee (not the survivors' annuity account).

The employee shall have no right or claim to the funds so picked up, except as they may subsequently become available upon retirement or resignation from the Public School Teachers' Pension and Retirement Fund of Chicago and the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund, or as provided under the laws governing the above two pension funds.

The BOARD does not warrant that the payments made by the BOARD for the employees as set forth above are permissible prior to January 1, 1982, or that any of

such payments are excludable from the employees' gross wages, and as such, the UNION and each individual bargaining unit member shall and does hereby agree to indemnify and hold harmless the BOARD and its members, officers, agents and employees from and against any and all claims, or liability by reason of payments of said contributions to the Public School Teachers' Pension and Retirement Fund of Chicago and the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund made pursuant to the provisions of this Article. This pension pick-up will not constitute a continuing element of compensation or benefit beyond fiscal year 2012.

All terms and conditions of employment for future years, including without limitations, salaries, benefits, pension pick-up and staffing formulas, are the subject of negotiation for those years.

36-3.2. Commencing with the Fiscal Year 2000, the additional pension contribution of teachers as a result of the "2.2%" legislation shall be made on a pre-tax basis pursuant to Internal Revenue Code section 414(h). For the purposes of Internal Revenue Code section 414(h), such contributions will be treated as employer contributions, and it is recognized that employees do not have the option to receive such contributions in cash.

This agreement is for the purpose of making such additional pension contribution pre-tax for the employee. Contributions will be deducted from employees' salaries and do not constitute an additional "pick up" under Article 36-3.1 of the Agreement between the BOARD and the UNION.

36-4.

- A. Salary step adjustments based on previous teaching experience in the Chicago public schools shall be made no later than forty-five days from the date proper claim is received in the Department of Human Resources.
- B. Salary step adjustments based on previous teaching experience outside the Chicago public schools shall be made no later than forty-five days from the date proper claim and documentary proof verifying employment are received in the Department of Human Resources.
- C. Salary lane placement adjustments for Lane II (master's degree) and Lane VI (doctoral degree) shall be made no later than forty-five days from the date proper claim and official transcript certifying completion of all degree requirements are received in the Department of Human Resources.
- D. Salary lane placement adjustments for Lane III (fifteen hours of graduate study beyond the master's degree), Lane IV (thirty hours of graduate study beyond the master's degree) and Lane V (forty-five hours of graduate study beyond the master's degree) shall be made no later than forty-five days from the date proper claim and official transcripts verifying successful completion of all course work for the fifteen, thirty or forty-five hours beyond the master's degree are received in the Department of Human Resources.

- E. The annual increment for National Board Certified Teachers (NBCTs) set forth in Appendix A-2A shall be paid at the end of the semester following the teacher's submission of proof of such certification to the Department of Human Resources. The annual increment will be paid in two installments. The annual increment will be prorated to reflect either (i) a shortened work year if the teacher begins working after the start of the school year or resigns prior to the end of the school year or (ii) the teacher's receipt of NBCT certification after the start of the school year.

36-5. In accordance with established policy and procedures, the full burden of responsibility for applying for and submitting claims for adjustment and for filing the necessary documentary proof with the Department of Human Resources, to substantiate such claims for adjustment of teacher salaries as provided in section 302.8 of the **Chicago Public Schools Policy Manual** (Compensation and Pay Plan) (Board Report: 05-0824-PO8), shall rest with the teacher.

36-5.1. The Department of Human Resources shall acknowledge, in writing, the receipt of each claim within twenty-five days and shall note any deficiency in said claim if, at the time the claim is made, the teacher has provided the Department of Human Resources with a stamped, self-addressed envelope.

36-6. Whenever a bargaining unit member's two week pay would normally fall on the Friday following Thanksgiving, checks shall be issued and distributed on the Wednesday prior to Thanksgiving. Whenever a bargaining unit member's two week pay would normally fall on a non-work or non-attendance day, checks shall be issued and distributed on the day immediately preceding the attendance or work day.

36-7. The completion date for the fifteen, thirty or forty-five semester hours of approved graduate credit beyond the master's degree shall be determined by the regionally accredited college or university or the Department of Human Resources of the BOARD.

36-8. Effective September 1, 2004, the BOARD shall provide a written explanation of a payroll adjustment or change with the salary warrant on which said adjustment or change takes place. The BOARD shall print lane or grade and step placement on each paycheck.

36-9. PSRP Bonus. In each year of this Agreement, the BOARD shall make a \$250.00 one-time payment on the payroll date prior to spring recess to those PSRPs who are actively employed by the BOARD on that payroll date. The payment shall not be added to the salary schedule, but shall be pensionable.

36-9.1. The BOARD shall pay a one-time non-pensionable \$1000.00 bonus to PSRPs who become highly qualified within the meaning of the No Child Left Behind Act and applicable state and federal regulations and who present an Illinois State Board of Education certification of highly qualified status to the BOARD's Department of Human Resources.

36-10. Longevity. The BOARD shall credit teachers who are at Step 13 on the salary schedule and have at least thirteen years of experience with one additional sick day per year. The BOARD shall credit teachers who are at Step 13, or effective July 1, 2008 and thereafter, Step 14, on the salary schedule and who have at least eighteen years of experience with two additional sick days per year.

Effective July 1, 2008 and thereafter, the BOARD shall credit PSRPs who are at Step 6 on the PSRP salary schedule and have at least thirteen years of experience with one additional sick day per year. Effective July 1, 2008 and thereafter, the BOARD shall credit PSRPs who are at Step 7 of the PSRP salary schedule and who have at least eighteen years of experience with two additional sick days per year.

36-11. All employees are required to utilize direct deposit for the payment of their wages.

ARTICLE 37. UNUSED SICK PAY

37-1. Effective September 1, 1992, teachers or other bargaining unit members who retire on reaching their sixty-fifth birthday shall receive unused sick days' pay equivalent to eighty-five percent of their accumulated sick days.

Effective July 1, 1999, teachers or other bargaining unit members who retire with at least 33.95 years of service shall receive unused sick days' pay equivalent to one hundred percent of their accumulated sick days.

Effective July 1, 2003, teachers or other bargaining unit members with twenty years of service, but with fewer than 33.95 years of service, who elect to retire, and who have forty or more unused sick days accumulated, shall receive unused sick days' pay equivalent to ninety percent of their accumulated sick days.

37-2. Effective July 1, 1999, in the event a teacher or other bargaining unit member has unused sick days at the time of death, the spouse or estate of the deceased shall be entitled to apply for pay equivalent to one hundred percent of the employee's accumulated unused sick days. This benefit is effective once the teacher or other bargaining unit member has accumulated forty or more unused sick days.

37-3. Sick Leave Bank.

Each school shall establish a sick leave bank for teachers in accordance with the guidelines attached hereto as Appendix F.

ARTICLE 38. TEACHER ASSIGNMENT PROCEDURE

38-1. The Department of Human Resources shall continue to appoint teachers from the appropriate eligible list with the proviso that until June 30, 2003, vacancies which require an additional endorsement shall be filled by the appointment of teachers presently on the applicable eligible list who have the appropriate endorsement from the Department of Human Resources. Said appointments shall be made so that they will assure that the racial compositions, experience and educational training of each school's faculty more nearly approaches the system-wide proportions.

Any appointment made pursuant to this Article 38-1 shall not constitute a violation of any other provision of this Agreement. Prior to the filing of any grievance under this provision, the matter shall be reviewed by the UNION with the Director of Employee Relations.

38-1.1. Assignment of teachers to adult education centers shall follow the procedures in Article 38-1 of this Agreement except that teachers with prior satisfactory full-time adult education teaching experience of at least one full school year be given preference in assignment to such centers.

38-2. The UNION and the BOARD will work cooperatively to develop and implement policies with respect to the assignment and appointment of teachers in such a manner as to lead to the achievement of representative racial composition of school faculties and of a more equitable distribution of assigned and appointed teachers.

38-3. When TATs are released due to the return from a leave of an appointed teacher to the school, such TATs shall be permitted the following benefits:

- A. TATs so released shall be reassigned, effective the first day of student attendance of the school year, or thereafter, by the Department of Human Resources to the Cadre and shall be continuously available to perform substitute service. Further, they shall accept all assignments in any and every school. Displaced TATs who become members of the Cadre shall continue to be eligible for all medical and dental benefits granted to TATs for twelve calendar months after reassignment to the Cadre provided said teachers remain in the Cadre. Displaced TATs assigned to the Cadre shall be paid the daily rate set forth in Appendix A-1J(i) of this Agreement provided, however, that any displaced TAT who has served as a TAT for one hundred school days during the school year in which the displacement occurs shall be paid \$179.51 during the 2007-2008 school year, \$186.69 during the 2008-2009 school year, \$194.16 during the

2009-2010 school year, \$201.93 during the 2010-2011 school year and \$210.01 during the 2011-2012 school year for the remainder of that school year as set forth in Appendix A-1J(ii). In the event that teachers and other bargaining unit members receive additional salary increases in accordance with the provisions of Article 47-2.1 of this Agreement in any and all years covered by this Agreement, the salaries herein referred to shall be increased by the same percentage(s). Released TATs serving in the Cadre shall be given the opportunity to apply and be interviewed for vacant positions throughout the school year. The Department of Human Resources shall maintain a list of released TATs in order to assist principals in filling vacancies. A TAT released from a school will not be reassigned to a vacancy temporarily filled by another TAT.

- B. A displaced TAT who becomes a member of the Cadre may be selected at any time by a principal to fill an existing vacancy provided that this reassignment is consistent with the area of certification required for said vacancy. If reinstated as a TAT, said teacher shall be placed on the appropriate lane and step of the salary schedule and shall receive all benefits herein provided to TATs. If the displaced TAT is assigned to the position of an appointed teacher on leave, the TAT shall remain as a TAT as defined in Article 23-1. Otherwise, if the displaced TAT is assigned to a vacancy consistent with the TAT's area of certification, the TAT shall become a probationary teacher as defined in Article 23-1.
- C. The BOARD and the UNION agree that said displaced TATs shall be included in the number of Cadre substitutes maintained by the BOARD under the provisions of Article 27-1.1 of this Agreement. If the number of released TATs causes the size of the Cadre to exceed the specified three hundred members from September to November 1 or nine hundred members from November 1 through the end of the school year, the BOARD shall increase the size of the Cadre to accommodate inclusion of any released TATs.

38-4. When probationary teachers are to be released due to the closure of an attendance center or a program, a drop in enrollment, the educational focus of the attendance center is changed such that available teaching positions cannot accommodate some or all probationary teachers or when an attendance center is subject to actions taken pursuant to sections 34-8.3 or 8.4 of the **Illinois School Code**, such probationary teachers shall be permitted the following benefits:

- A. If changes in an attendance center or program require removal of some but not all probationary teachers, probationary teachers with appropriate certifications will be selected for retention based on system-wide seniority.
- B. A probationary teacher who is reappointed within ten months of the probationary teacher's displacement shall not be considered as suffering a break in service for purposes of the consecutive years' requirement for achieving tenure.

- C. Probationary teachers who are released shall be reassigned, effective the first day of student attendance of the school year, or thereafter, by the Department of Human Resources to the Cadre and shall be continuously available to perform substitute service. Further, they shall accept all assignments in any and every school. Displaced probationary teachers who become members of the Cadre shall continue to be eligible for all medical and dental benefits granted to probationary teachers for twelve calendar months after reassignment to the Cadre provided said teachers remain in the Cadre. Displaced probationary teachers assigned to the Cadre shall be paid the daily rate set forth in Appendix A-1J(ii) of this Agreement. In the event that teachers and other bargaining unit members receive additional salary increases in accordance with the provisions of Article 36 of this Agreement in any and all years covered by this Agreement, the salaries herein referred to shall be increased by the same percentage(s). Released probationary teachers serving in the Cadre shall be given the opportunity to apply and be interviewed for vacant positions throughout the school year. The Department of Human Resources shall maintain a list of released probationary teachers in order to assist principals in filling vacancies.

- D. The BOARD and the UNION agree that said displaced probationary teachers shall be included in the number of Cadre substitutes maintained by the BOARD under the provisions of Article 27-1.1 of this Agreement. If the number of released probationary teachers causes the size of the Cadre to exceed the specified three hundred members from September to November 1 or nine hundred members from November 1 through the end of the school year, the BOARD shall increase the size of the Cadre to accommodate inclusion of any released probationary teachers.

38-5. The principal shall notify teachers in encumbered and interim positions, in writing, prior to advertising said positions in the Chief Executive Officer's bulletin. This procedure shall also apply to new and vacant positions in the school. New and vacant positions shall be posted in a prominent place in the school for ten school days prior to the application deadline.

ARTICLE 39. TEACHER EFFICIENCY RATINGS

39-1. Evaluation Plan and Procedures. The parties recognize that the joint BOARD-UNION Teacher Evaluation Committee established under Article 45-13 is currently studying and discussing issues related to teacher evaluations, including a modified teacher evaluation plan. The parties agree that, if the evaluation plan recommended by the committee is approved by the BOARD and the UNION, it shall become the plan with respect to teacher evaluations and procedures upon its effective date.

39-1.1. Orientation. School principals or qualified unit heads shall provide tenured and probationary appointed teachers an orientation session on the evaluation plan during

the first three days of teacher attendance at the start of each school year or at such other time as is convenient for the principal and such teachers; provided, however, effective with the 2008-2009 school year, orientation shall take place no later than the twentieth school day. Orientation shall include a description of the evaluation process and elements and a summary of performance expectations for tenured and probationary appointed teachers.

39-1.2. The Fresh Start PAR-PILOT Agreement. The BOARD and the UNION agree to continue the Fresh Start PAR-PILOT Agreement during the term of this Agreement, as may be amended from time to time by the BOARD and the UNION or until terminated by the parties.

39-2. Evaluation Plan and Procedures—Probationary Appointed Teachers.

39-2.1. Annual Evaluation. Each probationary appointed teacher shall be evaluated only by a qualified administrator in accordance with the procedures outlined in the Evaluation Plan submitted by the BOARD for approval by the Illinois State Board of Education. Qualified administrators shall provide probationary appointed teachers with an annual summative evaluation no later than the end of the first full school week of March. In the case of classroom probationary appointed teachers, the principal, assistant principal or other qualified administrator in charge of the unit shall base his or her evaluation of the probationary appointed teacher upon at least two classroom observations, one of which must be by the school principal. In the case of non-classroom probationary appointed teachers, the principal, assistant principal or other qualified administrator in charge of the unit shall base his or her evaluation of the probationary appointed teacher upon a personal review of the probationary appointed teacher's work product and work habits.

39-2.2. Classroom Observations. The principal, assistant principal or other qualified administrator in charge of the unit may conduct classroom observations of probationary appointed teachers, commencing during the third week of student attendance. A minimum of two personal observations of classroom probationary appointed teachers shall be conducted between the third week of student attendance and the summative evaluation conference referred to within Article 39-2.1. The principal shall conduct at least one of those observations. Within ten school days following each observation, the probationary appointed teacher shall attend a conference with the evaluator, held at a place ensuring privacy, at which the evaluator shall provide the probationary appointed teacher with a summary of observations and, where necessary, constructive suggestions and assistance for improving the probationary appointed teacher's services.

39-2.3. Dismissal of Probationary Appointed Teachers for Cause. Articles 39-2.1 through 39-2.2 are efficiency rating procedures only and shall not limit the right of the BOARD to remove any probationary appointed teacher for good cause. The efficiency rating and any decision to discipline are within the exclusive discretion of the principal and/or BOARD and are not subject to the grievance procedure.

This section does not prevent the UNION from grieving alleged violations of the evaluation process.

39-2.4. A probationary appointed teacher whose contract is terminated prior to the end of the school year for misconduct or unsatisfactory performance shall have the right to a conference at the Office of Employee Relations and may be represented by the UNION.

39-2.5. A probationary appointed teacher's contract is subject to termination before the end of the school year for unsatisfactory performance provided as follows:

- A. The principal notifies the probationary appointed teacher in writing stating the reasons for the unsatisfactory notice and offers suggestions for improvement.
- B. After the issuance of an unsatisfactory notice, the principal shall visit the probationary appointed teacher, observe the probationary appointed teacher in a teaching situation and confer with the probationary appointed teacher in a place ensuring privacy to offer assistance for improving the probationary appointed teacher's service.
- C. If the principal determines that the work of the probationary appointed teacher remains unsatisfactory, after at least fifteen school days following the issuance of the unsatisfactory notice, the principal shall submit all documents to the Office of Employee Relations to conduct the conference provided in Article 39-2.4.

39-3. Unsatisfactory Day-to-Day Substitutes. Whenever a day-to-day substitute receives an unsatisfactory rating, the Department of Human Resources shall schedule a conference with said day-to-day substitute to give the day-to-day substitute a written copy of the reasons for the unsatisfactory rating, discuss the reasons and give positive suggestions for improvement to the day-to-day substitute.

The services with the school system of an unsatisfactory day-to-day substitute shall not be terminated until said day-to-day substitute has been given an unsatisfactory rating by at least two principals, unless there is evidence of moral laxity or serious misconduct.

39-4. Evaluation Plan and Procedures—Tenured Teachers.

39-4.1. Evaluation Plan. Each tenured teacher shall be evaluated only by a qualified administrator in accordance with the procedures outlined in the Evaluation Plan submitted by the BOARD for approval by the Illinois State Board of Education. Tenured teacher efficiency ratings shall be distributed to the individual tenured teachers at the local school on or before Friday of the thirty-seventh week of the school year, except in schools which operate on forty-four-week, forty-six-week, forty-eight-week or fifty-two week terms. Said schools shall issue and distribute efficiency ratings on the Friday immediately prior to the final week of the school term.

A copy of said rating shall be placed in the individual tenured teacher's personnel file.

39-4.2. Effective with the 2000-2001 school year, tenured teachers rated excellent or superior shall be rated every two years. Tenured teachers rated satisfactory shall be rated once yearly.

39-4.3. A principal newly assigned or transferred to a school shall not evaluate tenured teachers whose work is satisfactory or better until said principal has served in that school at least five months.

39-5. Remediation/Dismissal of Unsatisfactory Tenured Teachers.

39-5.1. Unsatisfactory Tenured Teachers. Whenever, in the opinion of the principal, after personal observation in the classroom on at least two different school days, unless the tenured teacher has no classroom duties, the service of a tenured teacher is considered unsatisfactory, the principal of the school shall notify the tenured teacher in writing, using Form E-3, Evaluation of Unsatisfactory Service of a Tenured Teacher. This notice, which is given to the tenured teacher in a conference at a place ensuring privacy, states the reasons for the unsatisfactory rating and advises the tenured teacher that the tenured teacher is required to participate in a remediation plan.

39-5.2. Consulting Teacher. The qualified consulting teacher shall be one who has received a rating of superior or excellent on his or her most recent evaluation, has a minimum of five years' experience in teaching and has knowledge relevant to the assignment of the tenured teacher under remediation.

Qualified potential consulting teachers shall submit their application for placement on the consulting teacher roster to the Chief Human Resources Officer, with a copy to the appropriate Area Instruction Officer and the President of the UNION, by June 1 of the preceding school year. The UNION shall submit to the appropriate Area Instruction Officer prior to October 1 of each school year the roster(s) of qualified potential consulting teachers for that district. If the UNION fails to provide a roster to a district superintendent by October 1 of each school year, the BOARD shall determine the roster(s) of qualified potential consulting teachers for that district.

Within three school days after issuance of Form E-3, the principal shall select a qualified potential consulting teacher from the appropriate district roster, supplied by the UNION, containing the names of qualified potential consulting teachers from each school within said district. Within two school days after notification by the principal of the teacher's selection as a consulting teacher, said teacher may waive this assignment by notifying the principal(s) involved. After accepting selection, if the consulting teacher can no longer participate during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consulting with the new consulting teacher.

The principal may designate up to three preparation periods of any consulting teacher during any one week to be utilized by the consulting teacher for remediation purposes.

The consulting teacher shall advise the tenured teacher under remediation on how to improve teaching skills and how to successfully comply with the remediation plan during

each of said preparation periods designated by the principal for that purpose. For each preparation period thus designated, the consulting teacher shall be scheduled for a make-up preparation period of the same time duration within the same or the next payroll period thereafter. This preparation period shall be scheduled at the end of the regular school day, and the consulting teacher shall be paid at a prorata basis of said teacher's basic salary.

39-5.3. Remediation Plan. Within seven school days after selection of the consulting teacher, the principal shall schedule a meeting with the consulting teacher and the tenured teacher rated unsatisfactory in order to commence the development of a remediation plan designed to correct the areas identified as unsatisfactory. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory. Said remediation plan shall become effective no later than thirty days after issuance of Form E-3 to the unsatisfactory tenured teacher.

39-5.4. Evaluations. During the remediation period, the tenured teacher under remediation shall receive evaluations and ratings once every thirty days from the principal. The evaluations and ratings shall be issued at a conference in a place ensuring privacy. The consulting teacher shall advise the tenured teacher under remediation on how to improve teaching skills and how to successfully comply with the remediation plan. The consulting teacher shall not participate in any of the required evaluations and shall not evaluate the performance of the tenured teacher under remediation. If after any such evaluation additional remediation is provided, the tenured teacher under remediation, the principal and the consulting teacher shall confer in order to continue to provide appropriate assistance to the tenured teacher under remediation.

39-5.5. Satisfactory Completion of the Remediation Plan. Following successful completion of any remediation plan, there shall be monthly evaluations for the first six months and quarterly evaluations for the next six months. Thereafter, the tenured teacher shall be reinstated to a schedule of annual evaluations.

39-5.6. Failure to Successfully Complete the Remediation Plan. Any tenured teacher who fails to complete the remediation plan with a satisfactory or better rating shall be subject to the provisions of 105 ILCS 5/24A-5.

39-5.7. Evaluation Schedule. When the evaluation schedule requires an evaluation after the close of the school year, but on or before July 15, such evaluation shall be scheduled to occur no later than two weeks prior to the close of the preceding school year.

When the evaluation schedule requires an evaluation after the close of the school year, but after July 15, such evaluation shall be scheduled to occur not later than two weeks after students' attendance commences in the following school year.

Failure to strictly comply with the timelines for the required evaluations because of events such as summer months, illness or certain leaves granted under a remediation plan shall not invalidate the results of the remediation plan.

39-5.8. Dismissal of Tenured Teachers for Cause. Articles 39-5.1 through 39-5.6 are efficiency rating procedures only and shall not limit the right of the BOARD to remove any tenured teacher for good cause. The efficiency rating and any decision to discipline are within the exclusive discretion of the principal and/or BOARD and are not subject to the grievance procedure.

This section does not prevent the UNION from grieving alleged violations of the evaluation process.

39-6. Teacher Evaluation Review Form. Whenever the Teacher Evaluation Review form is prepared, one copy shall be submitted to the tenured teacher. The tenured teacher may respond in writing to the principal within ten school days after receipt of said review form. Said response shall be attached to the review form.

39-7. Efficiency Rating Procedures—Reduction of Ratings of Tenured Teachers.

39-7.1. Reduction to Excellent. Whenever, in the opinion of the principal, it appears that the efficiency grade of a tenured teacher may be reduced from superior to excellent, the principal shall notify the tenured teacher in writing, when this possibility becomes evident to the principal. If the tenured teacher submits a written request for a conference, the principal shall confer with the tenured teacher to discuss ways in which the tenured teacher may increase his or her efficiency and may maintain a superior rating.

This procedure shall not be applicable when said efficiency rating is the initial evaluation of said teacher as a tenured teacher or when a new principal is evaluating teachers for the first time in that school.

39-7.2. Reduction to Satisfactory. Whenever, in the opinion of the principal, it appears that the efficiency grade of a tenured teacher may be reduced to satisfactory, the principal shall notify the tenured teacher in writing, using Form E-1. This notice, which is given to the tenured teacher in a private conference, states the reasons therefor and offers suggestions and assistance to the tenured teacher for improving the tenured teacher's services.

Said notice shall be issued ten weeks prior to the date on which efficiency ratings are issued.

This procedure shall not be applicable when said efficiency rating is the initial evaluation of said tenured teacher as an appointed teacher or when a new principal is evaluating teachers for the first time in that school.

ARTICLE 40. TEACHER PROGRAMMING

40-1. The principal, in programming a teacher, shall (1) keep the number of preparations to a minimum; (2) ability and qualifications being equal, follow the policy of rotation among qualified personnel in the matters of sessions, teaching, building

assignments, special classes, honors and other modified classes and division rooms; (3) consider the teacher's professional background and preparation; and (4) in elementary schools, ability and qualifications being equal, program teachers for the grade level at which they have the most experience, except that any teacher may request a change in grade level assignment.

40-2. No later than May 1 of each year, or in the case of year-round schools on Tracks C and D or similar calendars no later than April 15 of each year, preference sheets shall be distributed to all teachers. A teacher's preference will be honored, to the extent possible, consistent with Article 40-1 above.

40-3. A tentative teaching program for the next school year shall be presented to each teacher by June 1 of the current school year, or in the case of year-round schools on Tracks C and D or similar calendars no later than May 15 of each year. Teachers will be notified of any changes to the aforementioned teaching program, in writing, as soon as possible.

40-4. Where administratively possible, no teacher shall have more than three consecutive teaching assignments. Exceptions shall be allowed for teachers teaching double-period classes or completing part of their teaching assignment outside of the school building.

40-5. Where administratively possible, the number of different rooms to which a teacher is assigned shall be held to the absolute minimum.

40-6. Where administratively possible, the number of lesson preparations shall not exceed three, and every effort shall be made to keep the number at two. Honors and other modified classes shall be considered as separate preparations. Teachers with a full teaching program shall be given preference in the assignment of the number of preparations.

40-7. In elementary schools with ability grouping within a single grade level, ability and qualifications being equal, the principal in programming the teacher shall follow the policy of rotation of teacher assignments within the grade level.

40-8. Prior to February 15, each Practical Arts and Vocational Education cooperative program teacher shall confer with the principal, or the principal's designee, relative to a registration procedure for students recommended for placement in the cooperative program.

Each Practical Arts and Vocational Education cooperative program teacher shall furnish to the principal, or the principal's designee, data and rationale to support the recommendations being submitted for consideration. The recommendations of the Practical Arts and Vocational Education cooperative program teacher shall be given the highest priority.

ARTICLE 41. TEACHING LOAD

41-1. High school teachers of art, drafting, music, physical education and business education, and teachers in education and vocational guidance centers, shall have a maximum of twenty-five teaching periods per week.

41-2. Distributive education teachers on an extended day carrying a one-half program shall teach five periods per day and may have a division. The balance of their day shall be devoted to coordination.

Distributive education teachers on an extended day carrying a full program shall teach four periods per day and may have a division. The balance of their day shall be devoted to coordination.

41-3. Office occupations coordinators on an extended day carrying a one-half program shall teach five periods per day and may have a division. The balance of their day shall be devoted to coordination.

Office occupations coordinators on an extended day carrying a full program shall teach four periods per day and may have a division. In the case where a single related period is required, the office occupations coordinator shall teach five periods and shall not have a division. The balance of their respective days shall be devoted to coordination.

41-4. The UNION agrees to urge its members to participate in two report card pick up days during each school year. These days shall be non-student attendance days. The hours for teachers and other bargaining unit members on these days shall be from 12:00 p.m. to 6:00 p.m. and shall include a forty-five-minute duty-free meal period. Effective July 1, 2004, said hours shall be from 12:00 p.m. to 6:15 p.m.

Members who participate in two report card pick up days shall work one half day on the last day of the school year in June and shall be paid for a full day. Members who participate in one report card pick up day shall work three-quarters of the day on the last day of the school year in June and shall be paid for a full day.

41-5. Industrial cooperative education teachers on an extended day carrying a one-half program shall teach five periods per day and may have a division. The balance of their day shall be devoted to coordination. Industrial cooperative education teachers on an extended day carrying a full program shall teach four periods per day and may have a division. The balance of their day shall be devoted to coordination.

41-6. Each cooperative work training (CWT) teacher, in conjunction with the school programmer, shall develop a student roster for the next school year and interview each student listed on said roster by the end of the first week in June.

41-7. Each cooperative work training (CWT) teacher shall have telephone service available when necessary to contact employers concerning job opportunities for students enrolled in the CWT program.

41-8. Cooperative work training (CWT) teachers on an extended day carrying a one-half program shall teach no more than five periods per day and may have a division. The balance of their day shall be devoted to coordination.

Cooperative work training (CWT) teachers on an extended day carrying a full program shall teach no more than four periods per day and may have a division. The balance of their day shall be devoted to coordination.

41-9. Home economics related occupations (HERO) teachers on an extended day carrying a one-half program shall teach five periods per day and may have a division. The balance of their day shall be devoted to coordination.

Home economics related occupations (HERO) teachers on an extended day carrying a full program shall teach no more than four periods per day and may have a division. The balance of their day shall be devoted to coordination.

ARTICLE 42. APPOINTMENT AND ASSIGNMENT OF TEACHERS

42-1. The policy and procedure governing appointments and assignments for teachers is set forth in the applicable provisions of the **Rules of the Board of Education and Chicago Public Schools Policy Manual**. Teachers may transfer effective the second semester of the school year without the consent of their current attendance center principal only when the Department of Human Resources receives the administrative transfer request signed by the receiving principal between seventy-five and thirty calendar days prior to the conclusion of the first semester of the school year. Teachers may transfer effective the end of the school year without the consent of their current attendance center principal only when the Department of Human Resources receives the administrative transfer request signed by the receiving principal between seventy-five and thirty calendar days prior to the conclusion of the school year.

42-2. The reassignment and layoff of appointed tenured teachers due to changes in staffing needs ("reassigned teachers") is governed by the policy set forth in Appendix H. The BOARD shall not change said policy during the term of this Agreement. If a reassigned teacher has not been appointed to a vacancy within ten school months after notice of removal, the BOARD shall terminate the teacher and offer the teacher the opportunity to be placed in the Cadre as a Cadre substitute under Article 27-1.1 of this Agreement and shall be entitled to the rate of pay and benefits established in Article 38-3 of this Agreement.

42-3. Ability and qualifications being equal, principals at new and redesignated schools shall give preference to tenured teachers who apply to fill vacancies.

42-4. All newly created or vacant head teacher positions shall be filled by contract principals in compliance with the applicable provisions of Article 35. Head teachers so selected shall have terms that are co-terminus with the principals who select them, unless removed for unsatisfactory performance. If their terms of office are not extended, they shall be granted all rights and privileges of appointed teachers.

ARTICLE 43. VACATIONS

43-1. Full-time teachers and other full-time members of the bargaining unit, excluding day-to-day substitutes, not already covered by **Board Rule 4-11**, shall receive a maximum of ten days' paid vacation at their current rate of salary, it being further provided that those regularly and currently employed on extended day programs, including eight-hour day positions and regularly scheduled overtime classes, shall be paid at the rate of salary prescribed for such programs and classes in accordance with the provisions and subject to the exceptions listed in Article 33-9 of this Agreement. A maximum of five days shall be granted when the schools are closed during spring recess and a maximum of five days shall be granted for winter recess.

Only bargaining unit members who are full-time employees of the BOARD at the time of a vacation period shall be eligible for vacation with pay with a further proviso, however, that such full-time employees of the BOARD who are absent on a leave of absence permitted by the **Rules of the Board of Education** shall be eligible for vacation pay earned prior to said leave and during accumulated sick leave days used while on a sick leave.

Appointed teachers and PSRPs who are eligible for vacation pay under this Article and who are absent on the day vacation checks are issued or who are absent on a leave of absence permitted by the **Rules of the Board of Education** shall be eligible to receive their vacation pay by proxy.

Effective July 1, 2004, TATs who are eligible for vacation pay under this Article and who are absent on the day vacation checks are issued shall be permitted to receive vacation pay by proxy, provided, however, that said TAT has returned to his or her work assignment following the vacation period prior to the date the checks are issued.

Effective July 1, 2004, TATs absent on an approved illness leave of absence who have completed five or more years of full-time consecutive service immediately preceding the commencement of said leave shall receive vacation pay upon written application filed with the Office of Employee Relations within ninety days after the vacation period ends.

Effective July 1, 2004, TATs with less than five years of consecutive service immediately preceding the commencement of the vacation period must return to their working assignment following the vacation period in order to receive vacation pay.

Vacation pay shall be computed on the basis of the following formula:

- A. Winter recess pay for 2007 shall be computed from the number of days an employee was on the payroll from April 19, 2007 through November 22, 2007, according to the following formula:

| | |
|------------|------------------------|
| 1-10 days | 0 days vacation pay |
| 11-20 days | 1 day vacation |

| | |
|-----------------|------------------------|
| 21-40 days | 2 days vacation pay |
| 41-60 days | 3 days vacation pay |
| 61-80 days | 4 days vacation pay |
| 81 days or more | 5 days vacation pay |

Spring recess pay for 2008 shall be computed from the number of days an employee was on the payroll from November 5, 2007 through March 14, 2008, according to the above-stated formula.

- B. Winter recess pay for 2008 shall be computed from the number of days an employee was on the payroll from March 24, 2008 through October 17, 2008, according to the above-stated formula.

Spring recess pay for 2009 shall be computed from October 20, 2008 through March 13, 2009, according to the above-stated formula.

- C. Winter recess pay for 2009 shall be computed from the number of days an employee was on the payroll from March 16, 2009 through October 23, 2009, according to the above-stated formula.

Spring recess pay for 2010 shall be computed from October 26, 2009 through March 26, 2010, according to the above-stated formula.

- D. Winter recess pay for 2010 shall be computed from the number of days an employee was on the payroll from April 5, 2010 through November 24, 2010, according to the above-stated formula.

Spring recess pay for 2011 shall be computed from November 29, 2010 through April 15, 2011, according to the above-stated formula.

- E. Winter recess pay for 2011 shall be computed from the number of days an employee was on the payroll from April 25, 2011 through November 11, 2011, according to the above-stated formula.

Spring recess pay for 2012 shall be computed from November 14, 2011 through March 30, 2012, according to the above-stated formula.

Vacation credits earned for the school months of May and June shall be carried over to the ensuing school year. Employees who are scheduled to work when the schools are closed for spring and winter recess shall arrange time off with their department head. Seniority shall be the determining factor to the extent permitted by the needs of the department. Vacations shall be on a consecutive-week basis unless otherwise requested by the employee to the extent permitted by the needs of the department.

43-1.1. In the event a member of the bargaining unit, who is eligible for vacation pay under this Article, has not received pay due to death which occurred preceding, during or within sixty days after said vacation period, the estate or appropriate legal beneficiary shall be entitled to apply for said vacation pay.

43-1.2. Effective July 1, 2004, TATs and appointed teachers displaced from full-time service by the BOARD, other than for unsatisfactory service, shall be eligible for vacation pay for service rendered as a TAT or appointed teacher up to the maximum number of days allowed under the formula stated in Article 43-1, provided that such otherwise eligible teacher has been paid as a day-to-day substitute or Cadre substitute during the payroll period immediately preceding the vacation period.

Effective September 15, 1983, PSRPs displaced from full-time service by the BOARD, other than for unsatisfactory service, shall be eligible for vacation pay for service rendered as a PSRP up to a maximum number of days allowed under the formula stated in Article 43-1, provided that such otherwise eligible PSRP has been paid as a BOARD employee during the payroll period immediately preceding the vacation period.

Eligible day-to-day substitutes, Cadre substitutes or eligible PSRPs shall make written application for vacation pay to the Office of Employee Relations within ninety days after said vacation period. Said application shall be reviewed in accordance with established policy and the provisions of Article 43 of this Agreement. Vacation pay shall be paid to eligible applicants at the rate of pay the teacher or PSRP was receiving on the last day of full-time service. In no case shall any such claim for vacation pay be considered if filed more than ninety days after the end of the vacation period.

ARTICLE 44. GENERAL PROVISIONS

44-1. Proposals seeking federal and state funds for specific programs shall be written in compliance with the applicable provisions of this Agreement.

44-2. Teachers or other bargaining unit members required to attend in-service training programs outside their regularly scheduled hours shall be paid at their regular rate of salary.

44-3. No teacher shall be required to perform such custodial duties as emptying trash, dusting erasers, washing boards, dusting or placing chairs on desks or returning furniture to its proper place.

44-4. It is the objective of the BOARD that all schools be provided with washrooms and rest areas for men and women teachers that are private, clean and comfortable.

44-5. Hallways, classrooms, washrooms, entrance areas, lounge areas, lunchrooms, teachers' rooms and playgrounds shall be cleaned daily.

44-6. Final action or decisions made at faculty meetings shall be posted on school bulletin boards or published in the school's daily or weekly bulletin.

44-7. This Agreement shall be reproduced by the UNION with the cost to be shared between the BOARD and the UNION. The BOARD shall distribute the Agreement to each person who is or becomes a member of the bargaining unit during its effective term.

The UNION will distribute the tentative Agreement to each of the members mentioned in the bargaining unit.

The initial delivery to the units shall be completed as soon as possible but no later than twenty school days after the printed Agreements have been delivered to the BOARD. The UNION shall submit to the Office of Employee Relations a list by unit number of all parcels delivered to the warehouse facility of the Bureau of Food Service and Warehousing. Seven thousand copies of said Agreement shall be delivered to the Office of Employee Relations.

44-8. Subject to the credit below, teachers or other bargaining unit members whose absences result from a school-related assault shall be paid full salary and medical expenses by the BOARD for the time of their total temporary incapacity and no deductions shall be made from sick leave.

There shall be coordination of salary payable hereunder with any sums payable under the Workers' Compensation Act for temporary total incapacity for work in that, in calculating the amount due to an employee under this Article, the BOARD shall be entitled to and shall take credit for any sum payable under the Workers' Compensation Act for temporary total disability. The credit hereunder is to be limited to temporary total disability only.

44-8.1. Teachers and all other bargaining unit members shall immediately report to the school principal all cases of assault in which they are involved while acting in the course of their employment.

44-8.2. It shall be the responsibility of each teacher and/or other bargaining unit member to supply any available information concerning a school-related assault and cooperate in any subsequent legal action concerning said incident.

44-9. Teachers or other bargaining unit members shall work under safe and healthful conditions.

44-9.1. Teachers and other bargaining unit members shall report immediately any acts of vandalism to the principal.

44-9.2. Bargaining unit members shall not be required to perform the duties of a Child Welfare Attendant or a Special Education Classroom Assistant.

44-10. Affirmative Action Program. The UNION agrees to work cooperatively with the BOARD to ensure equal employment opportunities in all aspects of the BOARD's personnel policies.

44-11. It is the objective of the BOARD that teachers or other bargaining unit members be provided with off-street parking areas for their automobiles and that this area shall, to the extent possible, be secure and adjacent to the school.

44-12. Special clothing and safety equipment used by teachers and required by statute shall be provided by the BOARD.

44-13. Teachers and school clerks authorized by BOARD action to work on student orientation and/or articulation days in the week preceding the first week of a new school year shall be paid at the teacher's or school clerk's regular hourly rate of salary.

44-14. It is the objective of the BOARD that teachers and other bargaining unit members assigned to a permanent work station be provided a special lunch area and, when this area is not a regular lunchroom, facilities for warming, refrigerating and storing food shall be provided, to the extent that these items are provided for in the annual budget adopted by the BOARD.

44-15. Transportation allowance checks shall be received no later than the twenty-first of each month.

44-16. The approved textbook list shall be made available in the schools by February 1 of each school year whenever possible.

44-17. In all schools where an intercom is used, an oral signal shall be given to indicate the intercom is beginning to be put into operation, or a light shall be installed on each outlet to indicate when the intercom is in operation.

44-18. The BOARD policy on the management of communicable diseases, including HIV and AIDS, shall be posted in every school and BOARD facility.

44-19. As staff and funds can be made available, the audio-visual department shall label plainly film and videotape containers with the names of the films.

44-20. Teachers shall keep an accurate account of the educational equipment and materials issued to them for instruction of their classes.

44-21. The provisions of Articles 4-12, 4-13, 4-14 and 4-15 of this Agreement shall be applicable to the middle schools.

44-22. In situations over which the school system has no control, the UNION agrees to cooperate with the school administration in implementing workable solutions.

To combat situations over which the school system has no control, the UNION agrees to identify and train certain of its staff members so that, in instances where serious school disruptions present a threat to the safety of students and bargaining unit members, a solution shall be worked out by the BOARD and the UNION.

44-23. The BOARD shall make every effort to provide physical facilities for bilingual teachers who have classroom divisions to teach their classes on a comparable basis with other classroom teachers in the same building.

44-24. Unless precluded by the specific needs of an educational program, the BOARD shall offer to qualified teachers and/or other qualified bargaining unit members the opportunity to work beyond their regular work day or work year prior to seeking the services of outside vendors to perform said work.

44-25. Curriculum guides shall be provided for and used by each teacher in the respective subject area or areas.

44-26. Credit for purposes of lane placement shall be granted to teachers for participation in subject-related workshops or training sessions which are conducted by industry and other approved organizations and which have been approved in advance by the Department of Instruction Services. Requests for such approval shall be given in writing to the Department of Instruction Services and submitted sufficiently far in advance to permit appropriate investigations by the Department of Instruction Services. A reviewing committee set up by the Department of Instruction Services shall approve or disapprove promotional credits for particular training sessions or educational programs which do not bear university credit and shall determine credit hour equivalencies of such attendance. (This applies to all teachers.)

44-27. The BOARD and the UNION agree that no employee of the BOARD shall be punished or rewarded, harassed or discriminated against in any manner because of participation or lack of participation in activities relating to work stoppage (strike). Nothing herein shall preclude the right of the UNION from implementing UNION policy as to its members.

44-28. High school music teachers, with prior approval of the principal, shall be permitted to select sheet music, records, tapes, DVDs and CDs that are not on the approved list.

44-29. Effective January 1972, the parties agree that the schools shall be closed on January 15, the birthday of Dr. Martin Luther King, Jr., when said birth date occurs on a day when schools are in session. Members of the bargaining unit employed on a full-time-basis shall be granted full basic pay for such a holiday provided they work either the day before or the day after such holiday or are receiving sick pay. No salary shall be paid for such holiday where such bargaining unit member's first day of appointment to duty falls on the day after the holiday.

When such holiday falls on Sunday, the Monday next following shall be held and considered such holiday.

The above two paragraphs of this Article shall be superseded by the following:

Effective January 1986, the Dr. Martin Luther King, Jr. holiday shall be observed on the third Monday in January. Schools shall be closed. Members of the bargaining unit

employed on a full-time-basis shall be granted full basic pay for such a holiday provided they work either the day before or the day after such holiday or are receiving sick pay. No salary shall be paid for such holiday where such bargaining unit member's first day of appointment to duty falls on the day after the holiday.

44-30. The provisions of Article 4-12 shall be applicable to the education and vocational guidance centers.

44-31. The BOARD shall maintain a school calendar in which employees scheduled for forty weeks shall receive their annual salary (including vacation pay) prorated over forty-two weeks (forty school weeks and two weeks of vacation). Employees scheduled to work forty-eight weeks shall receive their annual salary (including vacation pay) prorated over fifty weeks (forty-eight school weeks and two weeks of vacation). Subsequent to January 1, 1973, in lieu of a shortened school year, employees scheduled for fifty-two weeks shall be granted basic vacation pay each year with payment for service prior to July 1 as follows:

- A. three weeks for one year and up to ten years of service
- B. four weeks for ten years and up to twenty years of service
- C. five weeks for twenty or more years of service.

Commencing in the 1995-1996 school year, a total of five days as established by the BOARD calendar in addition to the regular school calendar will be student non-attendance days occurring prior to the first week of classes for students, subsequent to the last week of classes for students and/or during the students' school year. Consistent with the parties' intent to increase instructional time for students and to provide increased planning, evaluation and staff development, the five days shall be utilized by teachers and other bargaining unit members as follows:

Days prior to the first week of classes for students shall be devoted to staff development, class preparation and other activities as determined at the local school level following discussion between the principal and the school faculty. One-half of such time shall be self-directed preparation devoted to the orderly opening of classes on the first day of school which shall be a full classroom day for students.

Days subsequent to the last week of classes for students shall be devoted to review of the concluded school year, staff development, meetings, conferences with parents, formative and summative evaluations supplemental to the procedures provided for in Article 39, discussion of the School Improvement Plan, completion of reports, review and analysis of goals and other activities determined at the local school level following discussion between the principal and the school faculty. One-half of such time shall be self-directed activities devoted to the orderly conclusion of the school year.

Days during the students' school year shall be devoted to staff development, class preparation, meetings, conferences with parents and other activities as determined at the local school level following discussion between the principal and the school faculty. One-half of such time shall be self-directed activities devoted to the educational program, unless the principal and a majority of the teachers and other affected bargaining unit members decide otherwise.

It is agreed and understood that certain classifications of employees, including but not limited to non-teaching support staff and teaching staff with schedule conflicts caused by summer school, or special programs based on programmatic needs, may require alternative staff development programs. Such programs shall be determined at the local school level following discussion between the principal and the staff members requiring such alternative programs.

Commencing the 2004-2005 school year and continuing through the term of this Agreement, the number of teacher work days shall be reduced by seven.

44-32. In elementary schools, education and vocational guidance centers, upper grade centers, middle schools and high schools, the BOARD shall appropriate additional funds in the educational fund appropriations for instructional supplies of \$100.00 for the purchase of instructional supplies and the purchase of classroom library books per classroom teacher during the term of this Agreement which shall be allocated by the principal to individual classroom teachers, such funds to be expended with the prior approval of the principal and in accordance with procedures that have been developed by the Department of Procurement and Contracts. Problems related to the allocation and expenditure of these funds, within the framework of the above-mentioned procedures, shall be worked out by the principal and the teachers involved.

Effective July 1, 2008, Office of Specialized Services (OSS) clinicians and counselors assigned to OSS shall be budgeted for a \$100.00 stipend annually at the beginning of the school year to buy supplemental therapeutic/assessment tools, measures, protocols, forms, manuals, books and other professional materials and supplies. OSS will disburse this stipend through the respective disciplines. This stipend is not to supplant the actual budgets of respective disciplines.

For purposes of this section, Speech Pathology Para-Educators shall be considered OSS Clinicians, and they shall be entitled to the \$100.00 stipend.

It is agreed and understood that these materials and books shall be used for student instruction. Funds shall be distributed to the schools in two equal payments on November 15 and February 15.

44-33. In the education and vocational guidance centers, the principal or the principal's designee shall advise the faculty within twenty school days after the budget is received in the school of the amount of funds that have been budgeted for non-personnel purposes. All teachers shall have access to and shall review the current **Approved Vendor Catalog**. On or before a specific date to be established by the principal and the

Professional Problems Committee at each school, each teacher may submit, in writing, to the principal or the principal's designee a list of supplies requested for the teacher's students from the current **Approved Vendor Catalog**. It is understood that supply allocations are limited to the available funds.

Funds for items which are ordered and marked "out-of-stock" and which remain unexpended at the end of the school year shall be added to the local school's regular supply appropriation for the following year.

44-34. Immediately upon changing residence or telephone number, each member of the bargaining unit shall give written notice to the employee's immediate supervisor and also submit a notice of change card to the Department of Human Resources through the office of the school or work location.

44-35. The substitute center shall maintain a list of bilingual substitutes and shall make every effort to provide a bilingual day-to-day substitute in the case of the absence of the bilingual teacher.

44-36. All BOARD employees who wish to confer with a teacher or teachers shall report to the principal, or the principal's designee, immediately upon arrival and shall sign the official register.

44-37. All members of the bargaining unit shall give written notice of intention to resign or retire at least ten school days prior to the effective date thereof. Such notice shall be filed with the administrator of the work location and a copy shall be filed with the Department of Human Resources.

44-38. Principals at schools to which clinicians are assigned shall provide clinicians with space which is as free from noise as the educational program and the school facility permits. Said principals shall provide clinicians access to a working photocopier, printers and telephones and necessary office supplies, including file folders, paper clips and envelopes. Issues regarding space assignment, equipment and supplies shall be addressed to the principal and, if unresolved, to the School Support Director or his or her designee.

44-39. Use of Retired Teachers. The BOARD may employ and assign retired teachers to fill vacant teaching positions. The BOARD shall compensate such retired teachers in accordance with Appendix A-1L of this Agreement. Such retired teachers shall not be eligible for any other benefits provided to bargaining unit teachers under this Agreement. The BOARD agrees that the employment and assignment of retired teachers to fill vacant teaching positions shall not result in the displacement of any appointed teacher. In addition, the BOARD agrees that retired teachers will not be used to supplant the assignment of appointed teachers. Retired teachers shall be employed as retired teachers under Job Code 15 rather than part-time teachers under Job Code 39.

44-40. Part-Time Teachers. The BOARD may utilize part-time teachers, including teachers on leave. The salary and benefits of such teachers under this Agreement shall

be prorated to correspond to the length of the part-time assignment (for example, a teacher assigned to half-time shall have his or her salary and benefits prorated by .5). Such part-time teachers shall maintain benefits and seniority accrued through their assignment to a part-time position and shall continue to accrue benefits and seniority thereafter on a prorated basis. The BOARD agrees that the employment and assignment of part-time teachers shall not result in the displacement of any appointed teacher. In addition, the BOARD agrees that part-time teachers will not be used to supplant the assignment of appointed teachers.

44-41. After-School Rate of Pay.

- A. **Non-Instructional Rate of Pay.** Except as provided in Appendix A-3F, any bargaining unit member employed in an after-school program in a non-instructional capacity shall be compensated at the rate of \$30.00 per hour for the 2006-2007 school year, \$31.20 for the 2007-2008 school year, \$32.45 for the 2008-2009 school year, \$33.75 for the 2009-2010 school year, \$35.10 for the 2010-2011 school year and \$36.50 for the 2011-2012 school year. Such compensation shall not be subject to pension pick-up.
- B. **Instructional Rate of Pay.** Any bargaining unit member employed in an after-school program in an instructional capacity shall be compensated at the rate of \$37.50 per hour for the 2007-2008 and 2008-2009 school years, \$40.00 per hour for the 2009-2010 and 2010-2011 school years and \$42.50 per hour for the 2011-2012 school year. Such compensation shall not be subject to pension pick-up. For purposes of this section, the term "instructional" shall be defined as teaching activities in a core content area, which requires certification in the content area to conduct required assessments and instruction. Core content area means mathematics, reading/literacy and science. Examples of instructional activities include enrichment academies, AIM High Tutoring and Step Up to K and 3rd Grade.
- C. Any disputes over the application of this section will be resolved through the BOARD-UNION strategic bargaining process.

44-42. Paraprofessional and School-Related Personnel and No Child Left Behind Act. The BOARD agrees that it will reimburse a PSRP for the cost of the test option required by the No Child Left Behind Act, provided the PSRP submits written verification of passage of such test. By April 1, 2004, the BOARD further agrees that it will provide up to \$50,000.00 to the UNION to pay the cost of preparing PSRPs to pass the test option required by the No Child Left Behind Act.

44-43. In order to prevent the unnecessary duplication of paper work, the BOARD shall design a computer program that will provide the following:

- A. computerized program for registration, emergency information and cumulative record card data;
- B. computerized attendance and lunch order system;
- C. standardized and computerized report card;
- D. standards-based coded template for lesson plans.

The BOARD shall phase in the above programs no later than the opening of school for the 2005-2006 school year.

44-44. The BOARD shall assign to each teacher and other bargaining unit member an employee identification number separate and distinct from his or her Social Security number. The BOARD shall only use an employee's Social Security number for identification purposes when such use is required or permitted by law. The BOARD shall exercise its best efforts to prevent the unauthorized disclosure or publication of employees' Social Security numbers.

44-45. There shall be a City-Wide Professional Problems Committee with members representing clinicians (i.e., psychologists, social workers, school nurses, speech/language pathologists, occupational therapists, physical therapists, audiometric and vision screening technicians and other city-wide members). The committee shall include at least eight and not more than twelve members. It shall meet at least four times a year with the chief administrator of the Office of Specialized Services or his or her designee and, if applicable, with cluster administrators during the school day.

44-46. In programming and directing the work of Office of Specialized Services clinicians and city-wide teachers, the BOARD and its administrators shall endeavor to assign duties consistent with the recommendations and guidelines developed by national and other recognized professional organizations, except when such recommendations are inconsistent with fair-share responsibilities or BOARD or local school level administrative and educational requirements.

44-47. Caseloads for city-wide itinerant teachers and service providers shall be established by the Office of Specialized Services on a yearly basis taking into consideration the suggestions of the City-Wide Professional Problems Committee. The suggestions may include the number of schools per teacher, the number of students per teacher, travel times, direct and consultative minutes and other relevant matters.

44-48. The Office of Specialized Services shall maintain a list of clinicians (psychologists, social workers, nurses, occupational therapists and physical therapists) who have requested a transfer. When making assignment and appointment decisions or recommendations, the Office of Specialized Services shall consider the seniority of the clinicians requesting a transfer.

44-49. Administrators shall submit payroll corrections for substitute teachers within one week of verification of a payroll error. Salary adjustments shall be remitted to the substitute teacher in the next payroll period.

44-50. The BOARD agrees that all application software utilized by UNION-represented employees in the normal course of their duties shall be tested, prior to installation and roll out, for proper functionality. The BOARD further agrees that the Chief Information Officer or his or her appropriate designee shall meet, upon request, on a monthly basis with representatives of the UNION to discuss matters of mutual concern. During such meetings, the UNION shall be permitted the opportunity to raise any information technology related issues or problems and to provide the BOARD representative with potential solutions. All matters requiring additional action(s) shall be addressed as expeditiously as possible, taking into consideration the UNION's proposed solutions, with an estimated timeline to completion and updates at reasonable intervals provided to the appropriate UNION representatives.

44-51. Every teacher shall have access to a computer with internet access, software and a printer.

44-52. The Department of Human Resources shall post an updated list of vacancies in all bargaining unit job classifications on at least a weekly basis on the Chicago Public Schools website. A vacant position is defined as a bargaining unit position to which an employee has not been appointed. The UNION shall have complete access to the Chicago Public Schools website concerning any subject.

ARTICLE 45. COMMITTEES

45-1. The BOARD and the UNION agree to negotiate the establishment of joint BOARD-UNION study committees, the number and subject matter of such committees to grow out of needs identified through further negotiations.

All joint BOARD-UNION committees established through the provisions of this Agreement shall submit their reports to the Chief Executive Officer. After submission to the Chief Executive Officer, a copy of the committee's report shall be provided to the UNION and to the appointed committee members. The Chief Executive Officer will provide to the UNION and to each appointed committee member the Chief Executive Officer's recommendations pertaining to the committee's report before it is discharged.

45-2. A joint BOARD-UNION committee shall continue to study and evaluate the TESL and bilingual-bicultural education program. Committee members shall not exceed six from the UNION and six from the BOARD.

The committee's final report shall be submitted to the Chief Executive Officer in accordance with the provisions of Article 45-1 of this Agreement.

45-3. A joint BOARD-UNION committee shall be established under the provisions of Article 45-1 of this Agreement to review the clerical work required of elementary teachers and to make specific viable recommendations to the Chief Executive Officer to reduce said clerical work.

Membership on said committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel.

45-4. A joint BOARD-UNION committee shall, in accordance with the provisions of Article 45-1 of this Agreement, continue to study programs and establish standards for vocational education and school-to-career initiatives. The committee shall submit recommendations to the Chief Executive Officer by March 2008 for implementation July 2008.

Membership in this committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel.

45-5. A joint BOARD-UNION committee shall be re-established in accordance with Article 45-1 of this Agreement to submit recommendations to the Chief Executive Officer for alternative models for restructuring time schedules in schools. Any model approved by the Chief Executive Officer may be utilized by the principal and Local School Council, subject to the waiver procedure outlined in Appendix C of this Agreement.

Membership on this committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel.

45-6. A joint BOARD-UNION committee shall be re-established under the provisions of Article 45-1 of this Agreement to study, discuss and submit recommendations concerning class size, staffing and organization of Early Childhood Programs.

Membership on said committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel.

45-7. A joint BOARD-UNION committee shall be re-established in accordance with the provisions of Article 45-1 of this Agreement to study and recommend viable procedures for assisting school staff members in the utilization of computer resource centers and computer laboratories, monitoring, equipping and securing such centers and laboratories.

Membership of this committee shall be limited to four from the BOARD and four from the UNION.

45-8. A joint BOARD-UNION committee shall be re-established in accordance with the provisions of Article 45-1 of this Agreement to study and make recommendations concerning the development of career ladders for PSRPs.

Membership on this committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel selected by either the BOARD or the UNION.

45-9. A joint BOARD-UNION committee shall be re-established under the provisions of Article 45-1 of this Agreement to review and examine school safety and the enforcement of the Student Code of Conduct of the BOARD. The committee will report monthly to recommend methods to provide uniform enforcement of the Student Code of Conduct in elementary and high schools to reinforce and enhance the security of the Chicago Public Schools.

Membership on this committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel.

45-10. A joint BOARD-UNION committee shall be re-established under the provisions of Article 45-1 of this Agreement to review, discuss, plan and evaluate the year-round education program and to make recommendations concerning problems encountered in payroll, track assignments, calendars and other areas pertinent to year-round schools. Implementation of said recommendations shall be made by April 2008.

Membership on this committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel.

45-11. A joint BOARD-UNION committee shall be established in accordance with Article 45-1 of this Agreement to study, discuss and submit recommendations to the Chief Executive Officer concerning issues related to career academies that shall include, but not be limited to, state-of-the-art technology, curriculum, funding, supply and equipment needs and class size/work stations.

Membership in this committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel.

45-12. A joint BOARD-UNION committee shall be re-established under the provisions of Article 45-1 of this Agreement to study the special education program. The committee shall examine inclusion, IEP, clerical work required for special education teachers and other providers, supply money, utilization of resource teachers, collaboration of regular teachers with special education teachers and other related issues.

This committee shall submit recommendations to the Chief Executive Officer with a copy submitted to the UNION President by April 1, 2008.

45-13. A joint BOARD-UNION committee shall be re-established in accordance with Article 45-1 of this Agreement to study, discuss and submit recommendations to the Chief Executive Officer concerning issues related to tenured and probationary teacher evaluation, including a modified teacher evaluation plan, peer assistance, performance standards and change in ratings.

Membership in this committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel.

This committee shall submit recommendations to the Chief Executive Officer with a copy submitted to the UNION President by March 15, 2008. Nothing in this section shall prevent the committee from instituting a pilot program regarding evaluation prior to the submission of its recommendations.

45-14. A joint BOARD-UNION committee shall be re-established in accordance with Article 45-1 of this Agreement to study, discuss and submit recommendations to the Chief Executive Officer concerning issues related to truancy.

Membership in this committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel.

This committee shall submit recommendations to the Chief Executive Officer with a copy submitted to the UNION President by July 1, 2008.

45-15. A joint BOARD-UNION committee shall be re-established in accordance with Article 45-1 of this Agreement to consider problems encountered in schools without space available. The committee shall study, discuss and analyze the effective use of additional funds made available to the principal's discretionary fund in overcrowded schools and shall explore other approaches to reduce class size and deliver educational services in overcrowded schools.

This committee shall submit recommendations to the Chief Executive Officer concerning a resolution of this problem.

Membership on said committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel selected by either the BOARD or the UNION.

45-16. A joint BOARD-UNION committee shall be re-established in accordance with Article 45-1 of this Agreement to fulfill the obligations under the "4.5 agreement" with respect to reviewing and examining the Employee Discipline Code.

Membership in this committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel.

This committee shall submit recommendations to the Chief Executive Officer with a copy submitted to the UNION President by June 30, 2008.

45-17. A joint BOARD-UNION committee shall be established in accordance with Article 45-1 of this Agreement to study, discuss and submit recommendations to the Chief Executive Officer concerning expanded instructional and other educational opportunities for students through increased extended school day programs.

Membership in this committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel.

This committee shall submit recommendations to the Chief Executive Officer and the UNION President by March 15, 2008.

45-18. A joint BOARD-UNION committee shall be established in accordance with Article 45-1 of this Agreement to review information technology related issues and to make specific viable recommendations on a regular basis to the Chief Executive Officer with a copy submitted to the UNION concerning information technology.

Membership on said committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel.

45-19. A joint BOARD-UNION committee shall be established in accordance with Article 45-1 of this Agreement to study, discuss and submit recommendations to the Chief Executive Officer concerning Case Managers.

Membership in this committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel.

This committee shall submit recommendations to the Chief Executive Officer and the UNION President by July 1, 2008.

45-20. A joint BOARD-UNION committee shall be established in accordance with Article 45-1 of this Agreement to study, discuss and submit recommendations to the Chief Executive Officer concerning jointly developed models which will facilitate the creation and expansion of BOARD "performance schools" in the city of Chicago (such as "turnaround" and "professional development" performance schools affiliated with AUSL). Under BOARD policy, performance schools are BOARD schools staffed with Chicago Public Schools teachers and PSRPs represented by the UNION. The BOARD and the UNION agree that, in developing performance school models, the task force shall consider the following matters:

- A. Recruitment, Transfer Rights and Hiring
- B. Job Protection and Reassignment Rights
- C. Evaluation
- D. Length of the School Day and Year
- E. Mentoring and Professional Development
- F. Supplemental Compensation
- G. Establishing a Target of Implementing Approximately Five Such Model Schools Each Year

Membership in this committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel.

The committee shall submit recommendations to the Chief Executive Officer and the UNION President by November 15, 2007.

ARTICLE 46. INTEGRATION—QUALITY EDUCATION

46-1. In order to implement the joint policy of the BOARD and the UNION to work affirmatively to give each student the advantage of an integrated school, the BOARD agrees –

- A. in concert with the UNION, to encourage appointed teachers to apply for transfers under the provisions of Article 42-1 of this Agreement;
- B. in concert with the UNION, to encourage the extensive use of curriculum, texts and supplementary materials which represent contributions made to civilization by all elements of our population;
- C. as funds are available, to develop programs and select schools to receive the services and personnel required to deal comprehensively and effectively with the total needs of a student in a school so that all elements of a sound educational structure are present, such as drastically reduced class size, additional teachers, additional counselors, reading specialists, psychologists and teacher assistants.

46-2. The BOARD and the UNION agree to urge the publishers of standardized tests for students to include questions on the contributions of African-Americans, other minority groups and women to world and United States history as appropriate.

ARTICLE 47. CONFORMITY

47-1. During the term of this Agreement, the UNION agrees not to strike nor to picket in any manner which would tend to disrupt the operation of any public school in the city of Chicago or of the administrative offices or any other facility of the BOARD.

During the term of this Agreement, the BOARD agrees not to engage in any lockout.

47-2. The BOARD and the UNION recognize that increases in wage rates set forth in Appendix A-1 of this Agreement constitute an increase of four percent for Fiscal Years 2008, 2009, 2010, 2011 and 2012.

47-2.1. The parties agree that the four percent increase for Fiscal Years 2010, 2011 and 2012 may be adjusted upward in such fiscal year depending on the total amount of general fund revenue received by the BOARD in that fiscal year from the following sources (referred to collectively as the “designated revenue sources”): (a) personal property taxes, (b) personal property replacement taxes, (c) general state aid, (d) flat block grant by ADA (school safety and educational improvement block grant) and (e) the general education and educational service block grants. If the BOARD receives an aggregate increase in the designated revenue sources equal to or greater than eight percent over the previous fiscal year, the increases in Appendix A-1 will be adjusted upward in accordance with the following table. The parties agree that the following

table accurately depicts the aggregate increases in the designated revenue sources and the corresponding adjustments in Appendix A-1.

| Designated Revenue Sources – Percent Increase Over Previous Year | Appendix A-1 Adjustment for FYs 2010, 2011 and 2012 |
|---|---|
| Less than 8.0% | 4.0% |
| Equal to 8.0% but less than 9.0% | 4.2% |
| Equal to 9.0% but less than 10.0% | 4.4% |
| Equal to 10.0% but less than 11.0% | 4.6% |
| Equal to 11.0% but less than 12.0% | 4.8% |
| Equal to or more than 12.0% | 5.0% |

47-2.2. Any adjustments to the increase of four percent for Fiscal Years 2009, 2010, 2011 and 2012 to Appendix A-1 of this Agreement are contingent upon a reasonable expectation by the BOARD of its ability to fund the increases for Fiscal Years 2009, 2010, 2011 and 2012. Therefore, any adjustments to the scheduled increases to Appendix A-1 for Fiscal Years 2009, 2010, 2011 and 2012 shall not be effective until and unless the BOARD adopts a Resolution no later than fifteen calendar days prior to the beginning of each Fiscal Year that it finds there is a reasonable expectation that it will be able to fund such increases for that Fiscal Year. In the event the BOARD fails to adopt timely such a Resolution, the UNION may, by written notice to the BOARD no later than ten calendar days prior to the beginning of the Fiscal Year in which the BOARD fails to adopt such Resolution, demand that negotiations begin anew with respect to Appendix A-1. In the event that said negotiations fail to result in an agreement, the UNION may, on thirty calendar days' written notice, terminate this Agreement and, accordingly, retains whatever lawful rights it otherwise might have under section 13 of the **Illinois Educational Labor Relations Act**, including the right to strike.

47-3. 2003 Amendatory Act. The inclusion in this Agreement of any provision that is a permissive subject of bargaining or a provision which was otherwise affected by virtue of the 2003 Amendatory Act to 115 ILCS 5/4.5 of the **Illinois Educational Labor Relations Act** shall not be deemed in any way as a waiver, concession or compromise of the BOARD's or the UNION's rights under said Act, including the right during the term of this Agreement to request to bargain such provision or to invoke the impasse resolution mechanism in 115 ILCS 5/12(b) of the **Illinois Educational Labor Relations Act**.

ARTICLE 48. REPRESENTATION

48-1. Recognition by the BOARD of the UNION as sole and exclusive bargaining agent shall continue provided, however, that should any other employee organization seek to represent employees in the bargaining unit, as defined in Article 1-1 of this Agreement, such request shall be dealt with and governed pursuant to the provisions of the **Illinois Educational Labor Relations Act**.

48-2. Management Rights. The BOARD shall not be required to bargain over matters of inherent managerial policy within the meaning of the **Illinois Educational Labor Relations Act** or **Illinois School Code**, which shall include such areas of discretion or policy as the functions of the BOARD, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees; provided, that in order to preserve the rights of the parties predating this Agreement, the BOARD shall be required to bargain collectively with regard to any matter concerning wages, hours or conditions of employment about which they have bargained for and agreed to in a collective bargaining agreement prior to the date of this Agreement; provided further, that nothing herein shall affect the rights of the UNION or any employee under Article 3 of this Agreement. The BOARD, however, shall be required to bargain collectively with the UNION with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by the UNION.

ARTICLE 49. CONCLUSION

49-1. This Agreement shall be effective as of July 1, 2007 and shall remain in effect until June 30, 2012. Negotiations for a subsequent Agreement will commence no later than May 1, 2012, upon written request of either party filed two weeks before this date. The UNION shall submit its proposals at least thirty days prior to the commencement of negotiations.

49-2. In the event either party wishes to modify or amend this Agreement, written notice thereof shall be given to the other party at least twenty days prior to the consideration of said modification or amendment and, if said modification or amendment is thereafter mutually agreed upon, this Agreement will be so amended.

49-3. Neither the BOARD and its representatives nor the UNION and the members of the bargaining unit shall take any action violative of or inconsistent with any provision of this Agreement. The parties agree that, if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement. All terms and conditions of employment for future years, including without limitation, salaries, benefits, pension pickup and staffing formulae, are the subject of negotiation for those years.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their Presidents and attested by their Secretaries.

BOARD OF EDUCATION OF THE CITY OF
CHICAGO,
a body politic and corporate,

By (s) Rufus Williams, President

Attest:

(s) Estela Beltran, Secretary

CHICAGO TEACHERS UNION, LOCAL NO. 1
AMERICAN FEDERATION OF TEACHERS, AFL-
CIO, a voluntary organization and unincorporated
association,

By (s) Marilyn Stewart, President

Attest:

(s) Mary McGuire, Recording Secretary

Board Report Number: 07-0926-EX8

Dated: September 26, 2007

APPENDIX A

SALARY SCHEDULES AND OTHER COMPENSATION

PART 1. SALARIES AND WAGE TABLES.

- 1A. [IMPORT SALARY SCHEDULES FOR FULL-TIME APPOINTED TEACHERS IN 38.6-WEEK POSITIONS]
- 1B. [IMPORT SALARY SCHEDULES FOR FULL-TIME APPOINTED TEACHERS IN 42.6-WEEK POSITIONS]
- 1C. [IMPORT SALARY SCHEDULES FOR FULL-TIME APPOINTED TEACHERS IN 46.6-WEEK POSITIONS]
- 1D. [IMPORT SALARY SCHEDULES FOR FULL-TIME APPOINTED TEACHERS IN 52-WEEK POSITIONS]
- 1E. PSRP JOB TITLES AND GRADE LEVELS.

| JOB CODE | JOB TITLE | GRADE LEVEL |
|----------|--|-------------|
| 00003150 | AUDIOMETRIC AND VISION SCREENING TECHNICIAN | G06 |
| 00000940 | AUDIO-VISUAL TECHNICIAN | GA3 |
| 00000711 | COMMUNITY RELATIONS REPRESENTATIVE I | GA8 |
| 00000712 | COMMUNITY RELATIONS REPRESENTATIVE II | GA10 |
| 00000671 | COMPUTER TECHNICIAN | G11 |
| 00003429 | EDUCATIONAL SIGN LANGUAGE INTERPRETER I | G04 |
| 00003430 | EDUCATIONAL SIGN LANGUAGE INTERPRETER II | G09 |
| 00003431 | EDUCATIONAL SIGN LANGUAGE INTERPRETER III | G11 |
| 00000466 | GUIDANCE COUNSELOR ASSISTANT | G06 |
| 00003504 | HEAD START EDUCATIONAL RESOURCE ASSISTANT | GA7 |
| 00003507 | HEAD START HEALTH RESOURCE ASSISTANT | GA7 |
| 00003505 | HEAD START PARENT RESOURCE ASSISTANT | GA7 |
| 00003506 | HEAD START SOCIAL SERVICE RESOURCE ASSISTANT | GA7 |
| 00003618 | HEALTH SERVICE NURSE | G10 |
| 00003620 | HOSPITAL LICENSED PRACTICAL NURSE | G07 |
| 00003917 | INSTRUCTOR ASSISTANT I | G03 |
| 00003920 | INSTRUCTOR ASSISTANT II | GB3 |
| 00000470 | INTERPRETER CLERK | G09 |
| 00003509 | OCCUPATIONAL THERAPIST ASSISTANT | G09 |
| 00000702 | PARENT ADVOCATE | GB6 |
| 00000703 | PARENT ADVOCATE – BILINGUAL | GB6 |
| 00000462 | SCHOOL ASSISTANT I | GA1 |
| 00000482 | SCHOOL ASSISTANT II | GA2 |
| 00000475 | SCHOOL ASSISTANT I – BILINGUAL | GA1 |

| JOB CODE | JOB TITLE | GRADE LEVEL |
|----------|--|-------------|
| 00000485 | SCHOOL ASSISTANT II – BILINGUAL | GA2 |
| 00000474 | SCHOOL ASSISTANT I – BILINGUAL – SPANISH | GA1 |
| 00000484 | SCHOOL ASSISTANT II – BILINGUAL – SPANISH | GA2 |
| 00000467 | SCHOOL CLERK ASSISTANT | G05 |
| 00000468 | SCHOOL CLERK I | G09 |
| 00002501 | SCHOOL CLERK I – BILINGUAL SPANISH | G09 |
| 00000701 | SCHOOL COMMUNITY REPRESENTATIVE | G03 |
| 00000531 | SCHOOL LIBRARY ASSISTANT I | G06 |
| 00000532 | SCHOOL LIBRARY ASSISTANT II | GC6 |
| 00003501 | SCHOOL SOCIAL SERVICE ASSISTANT | GA1 |
| 00000472 | SPECIAL EDUCATION SUPPORT CLERK | G09 |
| 00003406 | SPEECH/LANGUAGE PATHOLOGY PARAEDUCATOR | G10 |
| 00003405 | SPEECH/LANGUAGE PATHOLOGY PARAEDUCATOR – BILINGUAL | G10 |
| 00003515 | STUDENT SPECIAL NEEDS PROGRAM ASSISTANT | GA7 |
| 00000710 | STUDENT SPECIAL SERVICES ADVOCATE | GA10 |
| 00000463 | TEACHER ASSISTANT I | GB1 |
| 00000483 | TEACHER ASSISTANT II | GB2 |
| 00002520 | TEACHER ASSISTANT I – MONTESSORI PROGRAM | G03 |
| 00002519 | TEACHER ASSISTANT II – MONTESSORI PROGRAM | GB3 |
| 00000691 | TECHNOLOGY COORDINATOR I | G11 |
| 00000692 | TECHNOLOGY COORDINATOR II | G12 |
| 00000693 | TECHNOLOGY COORDINATOR III | G13 |
| 00003590 | TRUANT OFFICER | G08 |

1F. [IMPORT SALARY SCHEDULES FOR PSRPS IN 38.6-WEEK POSITIONS*]

1G. [IMPORT SALARY SCHEDULES FOR PSRPS IN 46.6-WEEK POSITIONS*]

1H. [IMPORT SALARY SCHEDULES FOR PSRPS IN 52-WEEK POSITIONS*]

***PSRP SALARY SCHEDULE NOTES**

WITH RESPECT TO THE 38.6- AND 46.6-WEEK SCHEDULES, THE ROW ENTITLED “ANNUAL SALARIES” INCLUDES THE PAYMENT OF TEN DAYS OF VACATION. WITH RESPECT TO THE 52-WEEK SCHEDULE, VACATION TIME IS GRANTED IN ACCORDANCE WITH THE PROVISIONS OF **BOARD RULE 4-11** AND ARTICLE 43 OF THIS AGREEMENT.

THE ROW ENTITLED “PENSION” (ARTICLE 36-3.1) IS THE AMOUNT OF PENSION PAID BY THE BOARD CALCULATED AT SEVEN PERCENT OF SALARY.

THE ROW ENTITLED “TOTAL COMPENSATION” REFLECTS THE TOTAL COMPENSATION PAID (ANNUAL SALARY PLUS PENSION PICK-UP).

11. **Full-Time Basis Substitute Teachers. (No Longer Applicable)**

Teachers who hold temporary teaching permits (other than provisional permits) who are employed as full-time-basis substitutes shall be eligible to receive salary adjustments up to and including the second step of the appropriate lane on the appropriate salary schedule to allow credit for prior service as a full-time-day school teacher in the Chicago Public Schools or in schools outside the Chicago Public School system provided, however, that the provisions of section 4-28 of the **Rules of the Board of Education** covering salary adjustments are met and an application (Salary Adjustment T. Per. 41) and, if outside time is involved, an affidavit (Affidavit Form T. Per. 42) are filed with the Bureau of Teacher Personnel.

To be eligible for a salary adjustment based on teaching experience in the Chicago Public Schools effective on the date of employment, full-time-basis substitute teachers must make proper claim to the Bureau of Teacher Personnel within sixty days of the date of employment. After sixty days, the effective date for salary adjustment based on teaching experience in the Chicago Public Schools shall be the date proper claim is received in the Bureau of Teacher Personnel.

Salary step adjustments for outside teaching experience for full-time-basis substitute teachers shall be made effective from the date of employment provided that proper claim and documentary proof are on file within ninety days of employment. After ninety days of employment the effective date for salary adjustment becomes the date on which the application and affidavit are received in the Bureau of Teacher Personnel.

Teachers who hold temporary teaching permits (other than provisional permits) who are employed as full-time-basis (FTB) substitutes and who agree to apply for placement on an Academically Qualified List as soon as it is established by the Bureau of Recruitment Certification shall also be eligible for an additional salary adjustment up to and including the third step of the appropriate lane on the appropriate salary schedule provided, however, that they have not had such a salary adjustment at a previous time and that the provisions of section 4-28 of the **Rules of the Board of Education** covering salary adjustment are met and an application (Salary Adjustment T. Per. 41) and, if outside time is involved, an affidavit (Affidavit Form T. Per. 42) are filed in the Bureau of Teacher Personnel.

Any full-time-basis substitute teacher who has had the abovementioned salary adjustment and who fails to qualify for placement on an Academically Qualified List within one year if established by the Bureau of Recruitment Certification shall revert to the full-time-basis (FTB) substitute teacher's appropriate step and lane but no higher than step two.

Teachers on existing eligibility lists, who are employed as full-time-basis (FTB) substitutes shall also be eligible for the above-cited additional salary adjustment up to and including the third step of the appropriate lane, provided, however, that they have not had such a salary adjustment at a previous time and that the provisions of section 4-28 of the **Rules of the Board of Education** covering salary adjustment are met and an application (Salary Adjustment T. Per. 41) and, if outside time is involved, an affidavit (Affidavit Form T. Per. 42) is filed with the Bureau of Teacher Personnel.

1J. Cadre Substitutes.

i. Cadre substitutes, as defined in Article 23-1, shall be paid as follows:

| | |
|--|--------------------------------------|
| Effective July 1, 2007 6.25-hour day | Flat Rate per Day \$147.41 |
| Effective July 1, 2008 6.25-hour day | Flat Rate per Day \$153.31 |
| Effective July 1, 2009 6.25-hour day | Flat Rate per Day \$159.44 |
| Effective July 1, 2010 6.25-hour day | Flat Rate per Day \$165.82 |
| Effective July 1, 2011 6.25-hour day | Flat Rate per Day \$172.45 |

ii. A teacher who is either (a) a TAT who is displaced and assigned to the Cadre pursuant to Article 38-3 and who has served as a TAT for one hundred school days or more during the school year in which the displacement occurs or (b) a probationary teacher who is displaced and assigned to the Cadre pursuant to Article 38-4 shall be paid as follows:

| | |
|--|--------------------------------------|
| Effective July 1, 2007 6.25-hour day | Flat Rate per Day \$179.51 |
| Effective July 1, 2008 6.25-hour day | Flat Rate per Day \$186.69 |

| | |
|--|--------------------------------------|
| Effective July 1, 2009 6.25-hour day | Flat Rate per Day \$194.16 |
| Effective July 1, 2010 6.25-hour day | Flat Rate per Day \$201.93 |
| Effective July 1, 2011 6.25-hour day | Flat Rate per Day \$210.01 |

1K. Day-to-Day Substitutes.

- i. Day-to-day substitutes who hold a valid Type 39 substitute certificate and who do not have a bachelor's degree in education shall be paid as follows:

| | |
|--|--------------------------------------|
| Effective July 1, 2007 6.25-hour day | Flat Rate per Day \$97.23 |
| Effective July 1, 2008 6.25-hour day | Flat Rate per Day \$101.12 |
| Effective July 1, 2009 6.25-hour day | Flat Rate per Day \$105.16 |
| Effective July 1, 2010 6.25-hour day | Flat Rate per Day \$109.37 |
| Effective July 1, 2011 6.25-hour day | Flat Rate per Day \$113.75 |

- ii. Day-to-day substitutes who hold a valid Type 39 substitute certificate, who have a bachelor's degree in education and who have fewer than one hundred days of service shall be paid as follows:

| | |
|--|--|
| Effective July 1, 2007 6.25-hour day 8-hour day | Flat Rate per Day \$131.28 \$150.04 |
| Effective July 1, 2008 6.25-hour day 8-hour day | Flat Rate per Day \$136.53 \$156.04 |
| Effective July 1, 2009 6.25-hour day 8-hour day | Flat Rate per Day \$141.99 \$162.28 |

| | |
|-------------------------------|--------------------------|
| Effective July 1, 2010 | Flat Rate per Day |
| 6.25-hour day | \$147.67 |
| 8-hour day | \$168.78 |

| | |
|-------------------------------|--------------------------|
| Effective July 1, 2011 | Flat Rate per Day |
| 6.25-hour day | \$153.58 |
| 8-hour day | \$175.53 |

iii. Day-to-day substitutes who hold a valid Type 39 substitute certificate, who have a bachelor's degree in education and who have one hundred or more days of service shall be paid as follows:

| | |
|-------------------------------|--------------------------|
| Effective July 1, 2007 | Flat Rate per Day |
| 6.25-hour day | \$137.55 |
| 8-hour day | \$156.04 |

| | |
|-------------------------------|--------------------------|
| Effective July 1, 2008 | Flat Rate per Day |
| 6.25-hour day | \$143.05 |
| 8-hour day | \$162.28 |

| | |
|-------------------------------|--------------------------|
| Effective July 1, 2009 | Flat Rate per Day |
| 6.25-hour day | \$148.78 |
| 8-hour day | \$168.78 |

| | |
|-------------------------------|--------------------------|
| Effective July 1, 2010 | Flat Rate per Day |
| 6.25-hour day | \$154.73 |
| 8-hour day | \$175.53 |

| | |
|-------------------------------|--------------------------|
| Effective July 1, 2011 | Flat Rate per Day |
| 6.25-hour day | \$160.92 |
| 8-hour day | \$182.55 |

1L. **Retired Teachers.** Retired teachers shall be paid the following per diem rate:

| | |
|-------------------------------|----------------------|
| | Per Diem Rate |
| Effective July 1, 2007 | \$208.00 |
| Effective July 1, 2008 | \$216.32 |
| Effective July 1, 2009 | \$224.97 |
| Effective July 1, 2010 | \$233.97 |
| Effective July 1, 2011 | \$243.33 |

- 1M. M.A.T. (Masters of Arts in Teaching) Program.** Teachers serving on temporary certificates in the M.A.T. program receive a prorated salary of a first-year teacher (Lane I, Step 1) on the appropriate schedule as determined by that portion of the teaching program they carry.
- 1N. Trade and Vocational School Teachers (Including Cooperative Work Programs and Teachers in Vocational Home Economics Programs).** Eight-hour/extended-day trade and vocational teachers (including cooperative work program teachers and teachers in vocational home economics programs) shall be paid their base salaries plus twenty percent.
- 1O. Vocational Teacher Service Providers (Part-Time Employees).**

| | |
|-------------------------------|----------------------|
| Effective July 1, 2007 | Rate per Hour |
| Teacher | \$23.96 |
| Effective July 1, 2008 | Rate per Hour |
| Teacher | \$24.92 |
| Effective July 1, 2009 | Rate per Hour |
| Teacher | \$25.92 |
| Effective July 1, 2010 | Rate per Hour |
| Teacher | \$26.95 |
| Effective July 1, 2011 | Rate per Hour |
| Teacher | \$28.03 |

PART 2. INCREMENTS AND STIPENDS.

- 2A. National Board Certified Teachers.** The BOARD shall add \$1750.00 to the base salaries on the teacher salary schedule to advance teachers who are or become National Board Certified Teachers ("NBCTs"). The BOARD shall adjust the salaries of teachers who are currently NBCTs in accordance with this provision effective July 1, 2007, provided that said teachers submit claims for such adjustments to the Department of Human Resources on or before December 1, 2007. The BOARD shall adjust the salaries of teachers who become NBCTs in the future in accordance with Article 36-4(E).

2B. Head Teachers and Acting Head Teachers (Branch Schools).

- i. **Head Teachers (Branch Schools).** Effective January 1 of each year, in addition to monthly base salary as a teacher, a head teacher shall be paid an increment according to the number of teachers on the staff the head teacher supervises, as determined by the last previous October enrollment report of the school, as follows:

| | Weeks of Employment | | |
|-------------------------------|----------------------------------|----------------------------------|-----------------|
| Effective July 1, 2007 | | | |
| Number of Teachers | 38.6 Weeks (193 days) | 46.6 Weeks (233 days) | 52 Weeks |
| 2-3 | \$56.64 | \$56.50 | \$55.28 |
| 3.1-7 | \$85.05 | \$84.68 | \$83.08 |
| 7.1 or more | \$113.35 | \$112.95 | \$110.66 |
| Effective July 1, 2008 | | | |
| Number of Teachers | 38.6 Weeks (193 days) | 46.6 Weeks (233 days) | 52 Weeks |
| 2-3 | \$58.91 | \$58.76 | \$57.49 |
| 3.1-7 | \$88.45 | \$88.06 | \$86.40 |
| 7.1 or more | \$117.88 | \$117.47 | \$115.09 |
| Effective July 1, 2009 | | | |
| Number of Teachers | 38.6 Weeks (193 days) | 46.6 Weeks (233 days) | 52 Weeks |
| 2-3 | \$61.26 | \$61.11 | \$59.79 |
| 3.1-7 | \$91.99 | \$91.59 | \$89.86 |
| 7.1 or more | \$122.60 | \$122.17 | \$119.69 |
| Effective July 1, 2010 | | | |
| Number of Teachers | 38.6 Weeks (193 days) | 46.6 Weeks (233 days) | 52 Weeks |
| 2-3 | \$63.71 | \$63.56 | \$62.18 |
| 3.1-7 | \$95.67 | \$95.25 | \$93.45 |
| 7.1 or more | \$127.50 | \$127.06 | \$124.48 |
| Effective July 1, 2011 | | | |
| Number of Teachers | 38.6 Weeks (193 days) | 46.6 Weeks (233 days) | 52 Weeks |
| 2-3 | \$66.26 | \$66.10 | \$64.67 |
| 3.1-7 | \$99.50 | \$99.06 | \$97.19 |
| 7.1 or more | \$132.60 | \$132.14 | \$129.46 |

- ii. **Acting Head Teachers (Branch Schools).** In addition to regular salary, an acting head teacher shall receive the following increment based on the number of weeks of employment budgeted for said position:

Effective July 1, 2007

Weeks of Employment

38.6 (193 days)

46.6 (233 days)

52

Per Month

\$28.34

\$28.18

\$27.67

Effective July 1, 2008

Weeks of Employment

38.6 (193 days)

46.6 (233 days)

52

Per Month

\$29.47

\$29.31

\$28.78

Effective July 1, 2009

Weeks of Employment

38.6 (193 days)

46.6 (233 days)

52

Per Month

\$30.65

\$30.48

\$29.93

Effective July 1, 2010

Weeks of Employment

38.6 (193 days)

46.6 (233 days)

52

Per Month

\$31.88

\$31.70

\$31.13

Effective July 1, 2011

Weeks of Employment

38.6 (193 days)

46.6 (233 days)

52

Per Month

\$33.15

\$32.97

\$32.38

2C. Psychologists, School Social Workers and Speech Pathologists. Psychologists, school social workers and speech pathologists shall receive the following monthly increment based on the number of weeks of employment budgeted for their positions provided they meet the stipulated requirements for school psychologists (**Illinois School Code**, section 14-1.09), school social workers or speech pathologists:

| Effective July 1, 2007 | |
|-------------------------------|-----------------------|
| Weeks of Employment | Rate per Month |
| 38.6 (193 days) | \$302.40 |
| 42.6 (213 days) | \$301.71 |
| 46.6 (233 days) | \$301.71 |
| 52 | \$301.09 |

| Effective July 1, 2008 | |
|-------------------------------|-----------------------|
| Weeks of Employment | Rate per Month |
| 38.6 (193 days) | \$314.50 |
| 42.6 (213 days) | \$313.78 |
| 46.6 (233 days) | \$313.78 |
| 52 | \$313.13 |

| Effective July 1, 2009 | |
|-------------------------------|-----------------------|
| Weeks of Employment | Rate per Month |
| 38.6 (193 days) | \$327.08 |
| 42.6 (213 days) | \$326.33 |
| 46.6 (233 days) | \$326.33 |
| 52 | \$325.66 |

| Effective July 1, 2010 | |
|-------------------------------|-----------------------|
| Weeks of Employment | Rate per Month |
| 38.6 (193 days) | \$340.16 |
| 42.6 (213 days) | \$339.39 |
| 46.6 (233 days) | \$339.39 |
| 52 | \$338.69 |

| Effective July 1, 2011 | |
|-------------------------------|-----------------------|
| Weeks of Employment | Rate per Month |
| 38.6 (193 days) | \$353.77 |
| 42.6 (213 days) | \$352.96 |
| 46.6 (233 days) | \$352.96 |
| 52 | \$352.23 |

2D. Case Managers (Special Education).

| | Per Semester |
|-------------------------------|---------------------|
| Effective July 1, 2007 | \$1250.00 |
| Effective July 1, 2008 | \$1300.00 |
| Effective July 1, 2009 | \$1352.00 |
| Effective July 1, 2010 | \$1406.08 |
| Effective July 1, 2011 | \$1462.32 |

PART 3. ADDITIONAL RATES OF PAY.

3A. High School Teachers—Additional Teaching Period (Overtime Indicator).

High school teachers employed on an approved overtime basis shall be paid on a prorated basis of their base salary for each period per day in excess of the following:

| | |
|-----------------------------|---------------------|
| 6 for a 7-period day | $16^{2/3}$ percent |
| 7 for an 8-period day | $14^{3/10}$ percent |
| 8 for a 9-period day | $12^{1/2}$ percent |

3B. Teachers of Driver Education.

| | |
|---|---------|
| Effective July 1, 2007 Per Hour | \$25.23 |
| Effective July 1, 2008 Per Hour | \$26.24 |
| Effective July 1, 2009 Per Hour | \$27.29 |
| Effective July 1, 2010 Per Hour | \$28.38 |
| Effective July 1, 2011 Per Hour | \$29.52 |

3C. Summer School Personnel (Personnel Employed for the Regular School Term of 38.6 Weeks).

- i. Teachers in the regular summer schools shall be paid 66-2/3 percent of their base salaries if employed on a four-hour summer school day, eighty percent if employed on a five-hour summer school day or one hundred percent if employed on a six-hour summer school day (not including any extra increments earned during the regular school year). Base salaries refer to their salaries as teachers during the month of June immediately preceding the summer session.
- ii. Teachers in the special elementary summer schools shall be paid the regular base salaries for which they qualify as teachers (not including any extra increments).
- iii. Part-time teachers shall be paid prorated on the above basis.
- iv. Teachers employed during the summer months other than in summer school shall be paid the same salaries they would receive as teachers in the special elementary summer schools.

3D. Compensation for Teachers Engaged in Extracurricular Activities.

- i. High School Sports, Clubs and Other Extracurricular Activities.

| ACTIVITY Position | FY08 | FY09 | FY10 | FY11 | FY12 | MAXIMUM HOURS PER YEAR |
|-----------------------------|-------------|-------------|-------------|-------------|-------------|---|
| FOOTBALL | | | | | | |
| Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 240 |
| Head Assistant Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 200 |
| Assistant Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 65 |
| Sophomore Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 160 |
| Freshman Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 52 |
| CROSS COUNTRY | | | | | | |
| Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 65 |
| Freshman Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 52 |
| BASKETBALL | | | | | | |
| Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 240 |
| Assistant Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 65 |
| Sophomore Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 200 |
| Freshman Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 52 |
| SWIMMING | | | | | | |
| Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 200 |
| Sophomore Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 77 |

| ACTIVITY Position | FY08 | FY09 | FY10 | FY11 | FY12 | MAXIMUM HOURS PER YEAR |
|--|-------------|-------------|-------------|-------------|-------------|---|
| WRESTLING | | | | | | |
| Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 200 |
| Frosh-Soph Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 77 |
| Assistant Varsity Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 65 |
| TRACK AND FIELD (Indoor and Outdoor) | | | | | | |
| Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 200 |
| Sophomore Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 77 |
| Freshman Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 52 |
| BASEBALL | | | | | | |
| Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 200 |
| Assistant Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 65 |
| Sophomore Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 140 |
| Freshman Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 52 |
| GYMNASTICS | | | | | | |
| Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 200 |
| TENNIS | | | | | | |
| Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 65 |
| Junior Varsity Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 52 |
| GOLF | | | | | | |
| Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 65 |
| Freshman Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 52 |
| BOWLING | | | | | | |
| Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 52 |
| SOCCER | | | | | | |
| Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 200 |
| Assistant Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 65 |
| Junior Varsity Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 140 |
| Freshman Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 52 |
| CHEERLEADING | | | | | | |
| Fall | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 32.5 |
| Winter | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 32.5 |
| Competition | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 11 |
| POM PON | | | | | | |
| Fall | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 23 |
| Winter | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 23 |
| Competition | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 6 |

| ACTIVITY Position | FY08 | FY09 | FY10 | FY11 | FY12 | MAXIMUM HOURS PER YEAR |
|--|-------------|-------------|-------------|-------------|-------------|---|
| VOLLEYBALL | | | | | | |
| Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 200 |
| Sophomore Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 140 |
| Freshman Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 52 |
| SOFTBALL | | | | | | |
| Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 200 |
| Assistant Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 65 |
| Sophomore Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 140 |
| Freshman Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 52 |
| WATER POLO | | | | | | |
| Varsity Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 200 |
| Frosh-Soph Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 200 |
| LACROSSE | | | | | | |
| Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 200 |
| Sophomore Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 70 |
| ATHLETIC DIRECTOR | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 200 |
| CHESS | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 20 |
| CHECKERS | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 20 |
| ICE SKATING | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 5 |
| INTRAMURALS | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 70 |
| INSTRUMENTAL GROUP | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 85 |
| VOCAL GROUPS | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 50 |
| DRAMA | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 75 |
| OTHER CLUBS (Flat Rate) | \$193.90 | \$201.66 | \$209.73 | \$218.12 | \$226.84 | n/a |
| OTHER ACTIVITIES (Approved by Principal) | \$583.29 | \$606.62 | \$630.89 | \$656.12 | \$682.37 | n/a |
| CROWD CONTROL (Approved Sports Teams Only-Per Session Rate) | | | | | | |
| Monday–Friday | \$19.28 | \$20.16 | \$20.96 | \$21.80 | \$22.67 | n/a |
| Saturday | \$29.00 | \$30.16 | \$31.37 | \$32.62 | \$33.93 | n/a |

ii. Elementary School Sports, Clubs and Other Extracurricular Activities.

| ACTIVITY Position | FY08 | FY09 | FY10 | FY11 | FY12 | MAXIMUM HOURS PER YEAR |
|---|-------------|-------------|-------------|-------------|-------------|---|
| BASKETBALL | | | | | | |
| 5 th and 6 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 20 |
| 7 th and 8 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 30 |
| CHEERLEADING | | | | | | |
| 5 th and 6 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 17 |
| 7 th and 8 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 25 |
| CHESS | | | | | | |
| 5 th and 6 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 17 |
| 7 th and 8 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 25 |
| CROSS COUNTRY | | | | | | |
| 5 th and 6 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 17 |
| 7 th and 8 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 25 |
| DOUBLE DUTCH | | | | | | |
| 5 th and 6 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 17 |
| 7 th and 8 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 25 |
| FLAG FOOTBALL | | | | | | |
| 5 th and 6 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 17 |
| 7 th and 8 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 25 |
| TACKLE FOOTBALL | | | | | | |
| Director | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 110 |
| 5 th and 6 th Grade Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 50 |
| 5 th and 6 th Grade Assistant Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 50 |
| 7 th and 8 th Grade Head Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 50 |
| 7 th and 8 th Grade Assistant Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 50 |
| GOLF | | | | | | |
| 5 th and 6 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 17 |
| 7 th and 8 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 25 |
| POM PON | | | | | | |
| 5 th and 6 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 17 |
| 7 th and 8 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 25 |
| SOCCER | | | | | | |
| 5 th and 6 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 20 |
| 7 th and 8 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 30 |
| SOFTBALL-16" | | | | | | |
| 5 th and 6 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 17 |
| 7 th and 8 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 25 |

| ACTIVITY Position | FY08 | FY09 | FY10 | FY11 | FY12 | MAXIMUM HOURS PER YEAR |
|---|-------------|-------------|-------------|-------------|-------------|---|
| SOFTBALL—FAST PITCH | | | | | | |
| 5 th and 6 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 17 |
| 7 th and 8 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 25 |
| TENNIS | | | | | | |
| 5 th and 6 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 17 |
| 7 th and 8 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 25 |
| TRACK AND FIELD | | | | | | |
| 5 th and 6 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 17 |
| 7 th and 8 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 25 |
| VOLLEYBALL | | | | | | |
| 5 th and 6 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 17 |
| 7 th and 8 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 25 |
| WRESTLING | | | | | | |
| 5 th and 6 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 17 |
| 7 th and 8 th Grade Coach | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 25 |
| AREA MANAGERS (All Managers) | \$20.80 | \$21.63 | \$22.50 | \$23.40 | \$24.33 | 192 |

3E. Non-Employee Hired for Coaching and Extracurricular Activities. Qualified non-employees may be hired for coaching and extracurricular positions set forth in this Agreement, provided as follows:

- i. There are no certified teachers qualified and available at the local school; and
- ii. The BOARD has provided reasonable notice and opportunity to qualified teachers at other schools that a coaching or extracurricular position is vacant; and
- iii. The qualified non-employee complies with the applicable standards set forth by the IHSA for “Non-Faculty Coaches.”

3F. Social Center Personnel (Part-Time Employees). Social Center Personnel shall be paid as follows during the term of this Agreement:

| Effective July 1, 2007 | Hourly Rate |
|-------------------------------|--------------------|
| Program Coordinator | \$29.09 |
| Teacher–Director | \$19.38 |
| Teacher | \$16.94 |
| Paraprofessional..... | \$11.61 |

| Effective July 1, 2008 | Hourly Rate |
|-------------------------------|--------------------|
| Program Coordinator | \$30.25 |
| Teacher–Director | \$20.15 |
| Teacher | \$17.62 |
| Paraprofessional..... | \$12.07 |

| Effective July 1, 2009 | Hourly Rate |
|-------------------------------|--------------------|
| Program Coordinator | \$31.46 |
| Teacher–Director | \$20.96 |
| Teacher | \$18.32 |
| Paraprofessional..... | \$12.55 |

| Effective July 1, 2010 | Hourly Rate |
|-------------------------------|--------------------|
| Program Coordinator | \$32.72 |
| Teacher–Director | \$21.79 |
| Teacher | \$19.06 |
| Paraprofessional..... | \$13.06 |

| Effective July 1, 2011 | Hourly Rate |
|-------------------------------|--------------------|
| Program Coordinator | \$34.03 |
| Teacher–Director | \$22.67 |
| Teacher | \$19.82 |
| Paraprofessional..... | \$13.58 |

3G. Summer Swimming Pools.

| | Hourly Rate |
|-------------------------------|--------------------|
| Effective July 1, 2007 | \$14.57 |
| Effective July 1, 2008 | \$15.15 |
| Effective July 1, 2009 | \$15.76 |
| Effective July 1, 2010 | \$16.39 |
| Effective July 1, 2011 | \$17.05 |

3H. After-School Rates of Pay (Teachers and PSRPs).

i. After-School Non-Instructional Rates of Pay.

| | Hourly Rate |
|-------------------------------|--------------------|
| Effective July 1, 2007 | \$31.20 |
| Effective July 1, 2008 | \$32.45 |
| Effective July 1, 2009 | \$33.75 |
| Effective July 1, 2010 | \$35.10 |
| Effective July 1, 2011 | \$36.50 |

ii. After-School Instructional Rates of Pay.

| | Hourly Rate |
|-------------------------------|--------------------|
| Effective July 1, 2007 | \$37.50 |
| Effective July 1, 2008 | \$37.50 |
| Effective July 1, 2009 | \$40.00 |
| Effective July 1, 2010 | \$40.00 |
| Effective July 1, 2011 | \$42.50 |

PART 4. REIMBURSEMENTS.

4A. Monthly Travel Reimbursement.*

***All travel reimbursement requirements must be met.**

| Effective July 1, 2007 | Amount |
|---|---------------|
| Senior truant officers and truant officers assigned to high schools, special schools and social adjustment schools..... | \$148.29 |
| Elementary school truant officers | \$121.90 |
| Kindergarten teachers serving two schools | \$37.59 |
| All other teachers whose assignments require daily travel from one school or branch to another..... | \$37.59 |
| School community representatives..... | \$37.59 |
| All cooperative education teachers (coordinators)..... | \$88.80 |
| Speech/language pathology paraeducators | \$93.32 |
| Audiometric and vision screening technicians | \$93.32 |
| School social workers, speech pathologists, school psychologists and teacher nurses | \$93.32 |
| Field adjustment teachers – social adjustment..... | \$121.90 |
| School social service assistants | \$52.66 |

| Effective July 1, 2008 | Amount |
|---|---------------|
| Senior truant officers and truant officers assigned to high schools, special schools and social adjustment schools..... | \$154.23 |
| Elementary school truant officers | \$126.77 |
| Kindergarten teachers serving two schools | \$39.09 |
| All other teachers whose assignments require daily travel from one school or branch to another..... | \$39.09 |
| School community representatives..... | \$39.09 |
| All cooperative education teachers (coordinators)..... | \$92.35 |
| Speech/language pathology paraeducators | \$97.05 |
| Audiometric and vision screening technicians | \$97.05 |

| | |
|--|----------|
| School social workers, speech pathologists, school psychologists and teacher nurses | \$97.05 |
| Field adjustment teachers – social adjustment | \$126.77 |
| School social service assistants | \$54.76 |

Effective July 1, 2009

Amount

| | |
|---|----------|
| Senior truant officers and truant officers assigned to high schools, special schools and social adjustment schools..... | \$160.39 |
| Elementary school truant officers | \$131.85 |
| Kindergarten teachers serving two schools | \$40.65 |
| All other teachers whose assignments require daily travel from one school or branch to another..... | \$40.65 |
| School community representatives..... | \$40.65 |
| All cooperative education teachers (coordinators)..... | \$96.04 |
| Speech/language pathology paraeducators | \$100.93 |
| Audiometric and vision screening technicians | \$100.93 |
| School social workers, speech pathologists, school psychologists and teacher nurses | \$100.93 |
| Field adjustment teachers – social adjustment..... | \$131.85 |
| School social service assistants | \$56.95 |

Effective July 1, 2010

Amount

| | |
|---|----------|
| Senior truant officers and truant officers assigned to high schools, special schools and social adjustment schools..... | \$166.81 |
| Elementary school truant officers | \$137.12 |
| Kindergarten teachers serving two schools | \$42.28 |
| All other teachers whose assignments require daily travel from one school or branch to another..... | \$42.28 |
| School community representatives..... | \$42.28 |
| All cooperative education teachers (coordinators)..... | \$99.88 |
| Speech/language pathology paraeducators | \$104.97 |
| Audiometric and vision screening technicians | \$104.97 |
| School social workers, speech pathologists, school psychologists and teacher nurses | \$104.97 |
| Field adjustment teachers – social adjustment..... | \$137.12 |
| School social service assistants | \$59.23 |

Effective July 1, 2011

Amount

| | |
|---|----------|
| Senior truant officers and truant officers assigned to high schools, special schools and social adjustment schools..... | \$173.48 |
| Elementary school truant officers | \$142.60 |
| Kindergarten teachers serving two schools | \$43.97 |

| | |
|--|----------|
| All other teachers whose assignments require daily travel from one school or branch to another..... | \$43.97 |
| School community representatives..... | \$43.97 |
| All cooperative education teachers (coordinators)..... | \$103.88 |
| Speech/language pathology paraeducators | \$109.17 |
| Audiometric and vision screening technicians | \$109.17 |
| School social workers, speech pathologists, school psychologists and teacher nurses | \$109.17 |
| Field adjustment teachers – social adjustment..... | \$142.60 |
| School social service assistants | \$61.60 |

APPENDIX B

CONTRIBUTIONS TO HEALTH CARE PLANS

Effective July 1, 2004

| Current Average (through 6/04) | HMOs* | | PPO w/ HRA* | PPOs* | | |
|--------------------------------------|-------|---------|----------------|---------|------|----------|
| | HMOI | UHC HMO | UHC PPO w/ HRA | UHC PPO | | BCBS PPO |
| | 7/04 | 7/04 | 7/04 | 7/04 | 7/06 | 7/04 |
| Single—1.3% | 1.3% | 2.0% | 1.3% | 1.5% | 2.0% | 2.2% |
| Couple—1.5% | 1.5% | 2.2% | 1.5% | 1.7% | 2.2% | 2.5% |
| Family—1.8% | 1.8% | 2.5% | 1.8% | 1.9% | 2.5% | 2.8% |

*All percentages are percent of base salary.

Effective July 1, 2007

Employee health care contributions as a result of wage increases shall be frozen for benefit (calendar) years 2008, 2009 and 2010 with a conversion effective January 1, 2008 after open enrollment. To effectuate the freeze on employee health care contributions, the above percentages shall be applied to the salary schedules in effect as of June 30, 2007, thereby creating the following flat rate contributions for each plan that correlate to each step of the salary schedules:

[IMPORT CONVERSION CHARTS]

The above conversion tables will be used to identify the applicable employee contribution for benefit (calendar) years 2008, 2009 and 2010 based on the employee's lane and step placement and type and level of coverage selected. The following examples illustrate the application of the above conversion tables during benefit (calendar) years 2007, 2008 and 2009:

EXAMPLE NO. 1: During the open enrollment period for the 2007 benefit (calendar) year, a teacher selected the HMOI plan with single coverage and an employee contribution rate of 1.3% of her annual base salary. As of January 1, 2007, the teacher's salary schedule placement was Lane I, Step 5 of the salary schedule for 38.6-week positions, and she was earning a base salary of \$48,975 per year. Consequently, effective January 1, 2007, the teacher's annualized contribution became **\$637*** [$.013 \times \$48,975 = \637], which was then prorated per pay period. Effective July 1, 2007, the teacher

advanced to Step 6 of the same salary schedule and began earning a base salary of \$53,118 per year. Her annualized contribution did not, however, increase to 1.3% of her current salary [$.013 \times \$53,118 = \691]. Instead, her annualized contribution became **\$664** [$.013 \times \$51,075$ (annual salary for Lane I, Step 6 as of June 30, 2007) = \$664], which was then prorated per pay period on a prospective basis.

EXAMPLE NO. 2: During the open enrollment period for the 2008 benefit (calendar) year, the teacher described in Example No. 1 selects the BCBS PPO plan with family coverage and an employee contribution rate of 2.8% of her annual base salary. As of January 1, 2008, the teacher's salary schedule placement remains at Lane I, Step 6 of the salary schedule for 38.6-week positions. Consequently, effective January 1, 2008, the teacher's annualized contribution becomes **\$1430** [$.028 \times \$51,075$ (annual salary for Lane 1, Step 6 as of June 30, 2007) = \$1430], which is then prorated per pay period. Effective July 1, 2008, the teacher will advance to Step 7 of the same salary schedule and begin earning a base salary of \$57,134 per year. Her annualized contribution will not, however, increase to 2.8% of her current salary [$.028 \times \$57,134 = \1600]. Instead, her annualized contribution becomes **\$1479** [$.028 \times \$52,823$ (annual salary for Lane I, Step 7 as of June 30, 2007) = \$1479], which is then prorated per pay period on a prospective basis.

EXAMPLE NO. 3: During the open enrollment period for the 2007 benefit (calendar) year, a PSRP selected the UHC HMO plan with single coverage and an employee contribution rate of 2.0% of his annual base salary. As of January 1, 2007, the PSRP's salary schedule placement was Grade G11, Step 2 of the salary schedule for 38.6-week positions, and he was earning a base salary of \$39,574 per year. Consequently, effective January 1, 2007, the PSRP's annualized contribution became **\$791** [$.02 \times \$39,574 = \791], which was then prorated per pay period. Effective July 1, 2007, the PSRP advanced to Step 3 of the same salary schedule and began earning a base salary of \$43,253 per year. His annualized contribution did not, however, increase to 2.0% of his current salary [$.02 \times \$43,253 = \865]. Instead, his annualized contribution became **\$832** [$.02 \times \$41,601$ (annual salary for Grade G11, Step 3 as of June 30, 2007) = \$832], which was then prorated per pay period on a prospective basis. During the open enrollment period for the 2008 benefit (calendar) year, the PSRP does not change his type or level of coverage; his salary schedule placement also remains the same through calendar year 2008. Consequently, he continues to pay the same contribution per pay period. During the open enrollment period for the 2009 benefit (calendar) year, the PSRP does not

change his type or level of coverage. Nevertheless, on January 1, 2009, he advances to Step 4 of the same salary schedule and begins earning a base salary of \$47,210 per year. His annualized contribution does not, however, increase to 2.0% of his current salary [$.02 \times \$47,210 = \944]. Instead, his annualized contribution becomes **\$873** [$.02 \times \$43,648$ (annual salary for Grade G11, Step 4 as of June 30, 2007) = \$873], which is then prorated per pay period on a prospective basis.

EXAMPLE NO. 4: During the open enrollment period for the 2008 benefit (calendar) year, the PSRP described in Example No. 3 instead selects the UHC PPO with HRA plan with couple coverage and a lower employee contribution rate of 1.5%. As of January 1, 2008, the PSRP's salary schedule placement remains at Grade G11, Step 3 of the salary schedule for 38.6-week positions, and he continues to earn a base salary of \$43,253 per year. His annualized contribution does not, however, decrease to 1.5% of his current salary [$.015 \times \$43,253 = \649]. Instead, his annualized contribution decreases further and becomes **\$624** [$.015 \times \$41,601$ (annual salary for Grade G11, Step 3 as of June 30, 2007) = \$624], which is then prorated per pay period on a prospective basis.

**The figures in these examples have been rounded to the nearest whole dollar. The above conversion tables shall govern the actual amount of the contribution.*

Effective January 1, 2011 and Thereafter

Employee health care contributions as a result of wage increases shall remain frozen for benefit (calendar) years 2011 and 2012 provided there is no health care cost increase in the previous year as measured from October 1 to September 30. If no health care cost increase occurs in benefit (calendar) years 2011 and 2012, the above tables will continue to govern employee health care contributions.

If an increase in health care costs does occur, and the increase ranges from 1% to 5%, measured from October 1, 2009 to September 30, 2010 (for purposes of determining the January 1, 2011 employee contribution) or as measured from October 1, 2010 to September 30, 2011 (for purposes of determining the January 1, 2012 employee contribution), the employee contribution shall be as follows:

- Effective January 1, 2011, the applicable contribution percentage set forth above multiplied by the employee's June 30, 2010 annual salary plus an amount equal to 50% of the applicable contribution percentage set forth above multiplied by the employee's July 1, 2010 annual salary; and,
- Effective January 1, 2012, the applicable contribution percentage set forth above multiplied by the employee's June 30, 2011 annual salary plus an amount equal to 50% of the applicable contribution percentage set forth above multiplied by the employee's July 1, 2011 annual salary.

If an increase in health care costs does occur and the increase in any year is greater than 5% measured from October 1 to September 30, then the employee contribution shall be the full amount of the applicable contribution percentage set forth above.

APPENDIX C

PROCEDURES FOR WAIVERS FOR THE DURATION OF THIS AGREEMENT

1. The school principal shall meet with the faculty during the school day to discuss any proposal which may require a waiver from any provision of this Agreement.
2. In order to secure a waiver from any provision of this Agreement, a secret ballot vote shall be conducted among all UNION members assigned to the school.
3. The procedures for conducting such a vote shall be mutually agreed upon between the principal and the school delegate.
4. A majority of fifty percent plus one of the UNION members voting shall be required to approve a waiver. A waiver that is rejected may not be submitted more than once in any school year.
5. If the waiver is approved, the principal and the school delegate shall sign the waiver indicating that the voting procedures were followed and reporting the results of the vote.
6. Copies of this approved waiver shall be forwarded immediately to the Office of Employee Relations and the UNION.
7. The approved waiver automatically terminates at the conclusion of the school year.
8. Failure to implement the procedure, failure to implement the approved waiver or improper implementation of the approved waiver shall be subject to the grievance procedure pursuant to Article 3 of this Agreement.

The BOARD shall develop and distribute procedures for waivers of BOARD policies and procedures.

APPENDIX D

BARGAINING UNIT POSITIONS

TEACHERS

Elementary School Teacher
High School Teacher
Substitute Teacher
City-Wide Coach/Teacher Leader
Counselor
Librarian
School Nurse
School Psychologist
School Social Worker
Speech Pathologist
Physical Therapist
Occupational Therapist
Playground Teacher*
Stadium Director*

PSRPs

Audio-Visual Technician
Audiometric and Vision Screening Technician
Community Relations Representative I, II
Computer Technician
Educational Sign Language Interpreter I, II, III
Guidance Counselor Assistant
Health Service Nurse
Head Start Educational Resource Assistant
Head Start Health Resource Assistant
Head Start Parent Resource Assistant
Head Start Social Service Resource Assistant
Hospital Licensed Practical Nurse
Instructor Assistant I, II
Interpreter Clerk
Occupational Therapist Assistant
Parent Advocate
Parent Advocate – Bilingual
School Assistant
School Assistant – Bilingual
School Assistant – Bilingual – Spanish
School Assistant II
School Assistant II – Bilingual
School Assistant II – Bilingual – Spanish
School Clerk Assistant
School Clerk I
School Clerk I – Bilingual – Spanish
School Community Representative
School Library Assistant
School Library Assistant II
School Social Service Assistant
Special Education Support Clerk
Speech/Language Pathology Paraeducator
Speech/Language Pathology Paraeducator – Bilingual
Student Special Needs Program Assistant
Student Special Services Advocate
Teacher Assistant
Teacher Assistant – Montessori Program
Teacher Assistant II
Teacher Assistant II – Montessori Program
Technology Coordinator I, II, III
Truant Officer*

Appendix D also includes any other employee category or position inadvertently omitted from Appendix D yet historically represented by the UNION.

*Positions Not Currently Funded.

APPENDIX E

HEALTH CARE AND RELATED BENEFITS

I. MEDICAL BENEFIT

A. HEALTH CARE PLAN DESIGN

| Benefit Highlights (for eligible expenses) | HMOI | UHC HMO | UHC PPO with HRA | | UHC PPO | | BCBS PPO | |
|--|------|---------|--|--|--|--|--|--|
| | | | In-Network | Out-of-Network | In-Network | Out-of-Network | In-Network | Out-of-Network |
| Health Reimbursement Account (employer paid) (not applied towards deductible nor out-of-pocket maximum) | n/a | n/a | \$500 employee only \$1,000 employee plus one and employee plus family | \$500 employee only \$1,000 employee plus one and employee plus family | n/a | n/a | n/a | n/a |
| Annual Deductible (not applicable to services with co-pays) | none | none | \$1,000 per person after HRA is exhausted \$2,000 per family after HRA is exhausted | \$2,000 per person after HRA is exhausted \$4,000 per family after HRA is exhausted | none | \$600 per person \$1,200 per family | \$400 per person \$1,200 per family | \$800 per person \$2,400 per family |
| Out-of-Pocket Maximum (including deductible) | n/a | n/a | \$2,250 per person \$4,500 per family | \$11,500 per person \$34,000 per family | \$2,000 per person \$4,000 per family | none | \$2,400 per person \$4,800 per family | none |

| Benefit Highlights (for eligible expenses) | HMOI | UHC HMO | UHC PPO with HRA | | UHC PPO | | BCBS PPO | |
|--|--|----------------------------------|--|----------------------|----------------------------------|----------------------|----------------------------------|----------------------|
| | | | In-Network | Out-of-Network | In-Network | Out-of-Network | In-Network | Out-of-Network |
| Lifetime Maximum Coverage | unlimited | unlimited | \$2,000,000 inclusive of covered medical, mental health and substance abuse benefits | | | | | |
| Care in Physician's Office (general doctor office visits such as x-rays, allergy shots and chemotherapy) | 100% after \$20 co-pay per visit | 100% after \$20 co-pay per visit | 80% after deductible | 50% after deductible | 100% after \$15 co-pay per visit | 50% after deductible | 100% after \$25 co-pay per visit | 50% after deductible |
| Wellness (preventive screening) (routine physical check-ups for adults and children, mammograms, PSA, pap smears, HPV screenings, physicals and immunizations) | 100% after \$20 co-pay per visit | 100% after \$20 co-pay per visit | 100% (no co-pay) (no deductible) | 50% after deductible | 100% (no co-pay) (no deductible) | 50% after deductible | 100% (no co-pay) (no deductible) | 50% after deductible |
| Pre-Certification through ENCOMPASS | HMO participants are not required to obtain pre-certification through ENCOMPASS. Referrals are handled by participants' primary care physicians. | | If a PPO participant fails to obtain pre-certification as required or fails to follow ENCOMPASS's recommendations, the participant will be responsible for 50% of the eligible charges capped at \$1,000 per individual/per event/per confinement in addition to any co-insurance. | | | | | |

| Benefit Highlights (for eligible expenses) | HMOI | UHC HMO | UHC PPO with HRA | | UHC PPO | | BCBS PPO | |
|---|---|---|-----------------------------------|----------------------------------|-----------------------------------|----------------------------------|-----------------------------------|----------------------------------|
| | | | In-Network | Out-of-Network | In-Network | Out-of-Network | In-Network | Out-of-Network |
| Inpatient Hospital Services | | | | | | | | |
| Hospital (Semi-Private) Room and Board | 100% after \$125 co-pay per admission | 100% after \$125 co-pay per admission | 80% after deductible | 50% after deductible | 80% | 50% after deductible | 80% after deductible | 50% after deductible |
| Doctor's Visits (including specialists, x-rays, labs, drugs, surgeon's fees and anesthesiologists) | covered in full | covered in full | 80% after deductible | 50% after deductible | 80% | 50% after deductible | 80% after deductible | 50% after deductible |
| Outpatient Hospital Care (including surgery) | covered in full after \$75 co-pay per visit | covered in full after \$75 co-pay per visit | 80% after deductible | 50% after deductible | 80% | 50% after deductible | 80% after deductible | 50% after deductible |
| Maternity | | | | | | | | |
| Prenatal/Postnatal | 100% after \$20 co-pay per visit | 100% after \$20 co-pay per visit | 80% after deductible | 50% after deductible | 100% after \$15 co-pay per visit | 50% after deductible | 100% after \$25 co-pay per visit | 50% after deductible |
| Hospital Coverage (mother and newborn) | 100% after \$125 co-pay per admission | 100% after \$125 co-pay per admission | 80% after deductible | 50% after deductible | 80% | 50% after deductible | 80% after deductible | 50% after deductible |
| Covered Emergency Care | | | | | | | | |
| Emergency Care | 100% after \$100 co-pay per visit | 100% after \$100 co-pay per visit | 100% after \$100 co-pay per visit | 50% after \$100 co-pay per visit | 100% after \$100 co-pay per visit | 50% after \$100 co-pay per visit | 100% after \$100 co-pay per visit | 50% after \$100 co-pay per visit |
| Ambulance (if emergency) | 100% | 100% | 100% after deductible | 100% after deductible | 100% | 100% after deductible | 100% after deductible | 100% after deductible |

| Benefit Highlights (for eligible expenses) | HMOI | UHC HMO | UHC PPO with HRA | | UHC PPO | | BCBS PPO | |
|---|--|--|---|---|---|---|---|---|
| | | | In-Network | Out-of-Network | In-Network | Out-of-Network | In-Network | Out-of-Network |
| Mental Health and Substance Abuse | | | | | | | | |
| Inpatient | 100% after \$125 co-pay per admission up to 30 inpatient days per year | 100% after \$150 co-pay per admission up to 30 inpatient days per year | 80% after deductible | 50% after deductible | 80% | 50% after deductible | 80% after deductible | 50% after deductible |
| Outpatient | 100% after \$20 co-pay per visit up to 20 visits per calendar year | 100% after \$20 co-pay per visit up to 20 visits per calendar year | 80% after deductible | 50% after deductible | 80% | 50% after deductible | 80% after deductible | 50% after deductible |
| Basic Vision Plan *Employees have the option of purchasing additional coverage by enrolling in the Enhanced Vision Plan, which is described in paragraph (B)(3) below. | annual eye exam through network provider covered at 100% after \$15 co-pay discounts on eyewear and supplies | annual eye exam through network provider covered at 100% after \$15 co-pay discounts on eyewear and supplies | annual eye exam through network provider covered at 100% after \$15 co-pay discounts on eyewear and supplies | annual eye exam through network provider covered at 100% after \$15 co-pay discounts on eyewear and supplies | annual eye exam through network provider covered at 100% after \$15 co-pay discounts on eyewear and supplies | annual eye exam through network provider covered at 100% after \$15 co-pay discounts on eyewear and supplies | annual eye exam through network provider covered at 100% after \$15 co-pay discounts on eyewear and supplies | annual eye exam through network provider covered at 100% after \$15 co-pay discounts on eyewear and supplies |
| Therapy (physical, occupational and speech therapy for restoration of function) (services for acquisition of function not covered) (limited to 60 visits per calendar year per therapy) | 100% for the number of visits which, in the judgment of the attending or consulting physicians, are sufficient for improvement | 100% for the number of visits which, in the judgment of the attending or consulting physicians, are sufficient for improvement | 80% after deductible | 50% after deductible | 100% after \$15 co-pay per visit | 50% after deductible | 100% after \$25 co-pay per visit | 50% after deductible |

| Benefit Highlights (for eligible expenses) | HMOI | UHC HMO | UHC PPO with HRA | | UHC PPO | | BCBS PPO | |
|--|----------------------------------|----------------------------------|----------------------------------|--|----------------------------------|--|----------------------------------|--|
| | | | In-Network | Out-of-Network | In-Network | Out-of-Network | In-Network | Out-of-Network |
| Chiropractic Care (unlimited visits if medically necessary) | 100% after \$20 co-pay per visit | 100% after \$20 co-pay per visit | 80% after deductible | 50% after deductible | 80% | 50% after deductible | 80% after deductible | 50% after deductible |
| Care in Skilled Nursing Facility (non-custodial) (up to 120 days per year if medically necessary) | 100% | 100% | 80% after deductible | 50% after deductible | 80% | 50% after deductible | 80% after deductible | 50% after deductible |
| Prosthetic Devices and Medical Equipment | 100% | 100% | 80% after deductible | 50% after deductible | 80% | 50% after deductible | 80% after deductible | 50% after deductible |
| Prescription Drugs (preferred drug list) (retail is for up to 30-day supply) (mail is for up to 90-day supply) (maintenance drugs: five maximum at retail and then must use mail to avoid 40% penalty) *Your cost will be the co-pay or the cost of the prescription, whichever is less. *Drug prescriptions filled without presenting a card will result in a 40% penalty. | Retail (co-pay per prescription) | Retail (co-pay per prescription) | Retail (co-pay per prescription) | 60% of the cost of a covered prescription for generic | Retail (co-pay per prescription) | 60% of the cost of a covered prescription for generic | Retail (co-pay per prescription) | 60% of the cost of a covered prescription for generic |
| | Generic-\$10 | Generic-\$10 | Generic-\$10 | | Generic-\$10 | | Generic-\$10 | |
| | Preferred Brand-\$25 | Preferred Brand-\$25 | Preferred Brand-\$25 | 60% of the cost of a covered prescription for brand drugs, up to 60% of the cost of an equivalent generic drug if an equivalent generic is available | Preferred Brand-\$25 | 60% of the cost of a covered prescription for brand drugs, up to 60% of the cost of an equivalent generic drug if an equivalent generic is available | Preferred Brand-\$25 | 60% of the cost of a covered prescription for brand drugs, up to 60% of the cost of an equivalent generic drug if an equivalent generic is available |
| | Brand-\$40 | Brand-\$40 | Brand-\$40 | | Brand-\$40 | | Brand-\$40 | |
| | Mail (co-pay per prescription) | Mail (co-pay per prescription) | Mail (co-pay per prescription) | | Mail (co-pay per prescription) | | Mail (co-pay per prescription) | |
| | Generic-\$15 | Generic-\$15 | Generic-\$15 | | Generic-\$15 | | Generic-\$15 | |
| | Preferred Brand-\$40 | Preferred Brand-\$40 | Preferred Brand-\$40 | | Preferred Brand-\$40 | | Preferred Brand-\$40 | |
| | Brand-\$60 | Brand-\$60 | Brand-\$60 | | Brand-\$60 | | Brand-\$60 | |

NOTE: This comparison chart is a brief description of CPS's Plan as of January 1, 2008 and is not meant to interpret, extend or change the provisions of the Plan. The Plan document shall govern if there is a discrepancy between this document and the actual provisions of the Plan.

B. INSURANCE BENEFIT ENHANCEMENTS

1. **ENCOMPASS.** The pre-certification penalty for failure to pre-certify shall be 50% of the cost of services capped at \$1,000 in calendar years 2008 and 2009 and capped at \$750 in calendar years 2010, 2011 and 2012. The parties agree to intensify the education program and restructure the employee role with respect to the pre-certification process. CPS will continue to provide information about pre-certification to its employees during the Open Enrollment period. CPS agrees that employees should be provided with additional information materials upon which to base health care decisions and will design a specific communication piece (or “card”) to be sent annually to employees in an effort to reinforce this information. This communication piece shall be included in the LMCC’s action plan described in Section VI below.

2. **CHRONIC CARE/DISEASE MANAGEMENT PROGRAM.** The parties agree to implement a chronic care/disease management program. The program shall provide individualized/customized treatment plans, education support, monitoring via nurse care coordinators, communications to employees through the internet and mail, targeted phone calls to engage employees in preventive actions and health risk assessments.

3. **ENHANCED VISION PLAN.** CPS shall offer an employee-paid vision plan providing contacts/lenses every 12 months and frames every 24 months. The plan shall contain a 4-year rate guarantee on employee premiums. Employee premiums are as follows:
 - Employee: \$7.40/mo.
 - Employee + 1: \$10.81/mo.
 - Family: \$19.39/mo.In addition, there will be a \$130 frame allowance every 24 months and a \$130 contacts/lenses allowance every 12 months covered in network.

4. **PHARMACEUTICAL BENEFIT ENHANCEMENTS.** The prescription drug benefit shall include the following terms:
 - Addition of Caremark retail Rx facility in the County Building to network.
 - “iBenefits” annual mailing providing employees with summary of Rx expenses and recommendations for generic substitutions to save employees money.
 - Therapeutic Alternative Program—communications sent to employees informing them of benefits of switching from brand name drug to generic equivalent.

- Retail Fill Restrictions (initial fill + 4, then employee must use mail order to avoid penalty).
5. **WELLNESS INITIATIVES.** The wellness benefit shall include the following terms:
- Wellness Benefit – no dollar cap.
 - Wellness Benefit – extended to dependents.
 - Raise awareness of preventive benefits.
 - Wellness Fair.
 - Globalfit – discounted memberships offered to various health clubs.
 - Smoking cessation and weight reduction programs.
 - Enhanced Vision Plan.
6. **BENEFITS ELIGIBILITY FOR NEW HIRES.** A newly hired employee will be eligible for health care benefits beginning on the first day of the month following his or her date of hire.
7. **EMPLOYEE ASSISTANCE PROGRAM.** An Employee Assistance Program shall be implemented as part of the health care program.
- C. **HEALTH RISK ASSESSMENT.** The Health Risk Assessment shall be voluntary for all employees currently enrolled in the CPS health insurance plans. All employees will be automatically enrolled in the Health Risk Assessment. However, employees choosing not to participate in the Health Risk Assessment may opt out. The LMCC will review this program after 1 year and determine whether incentives or penalties are appropriate.
- D. **PAP SMEARS AND HPV SCREENING.** CPS health care plans cover PAP and HPV screenings. When employees undergo these screenings, they are obligated to pay a co-pay if they are enrolled in either of the PPOs or HMOs. If an employee is enrolled in the UHC PPO with an HRA, the employee pays for the screening using the CPS-provided account or out-of-pocket depending upon the year-to-date usage. Because these screenings are wellness-related, CPS will provide the following:
- UHC and BCBS PPO – plan will pay preventive at 100% (no longer subject to a co-pay).
 - UHC PPO with HRA – plan will pay preventive at 100% (no longer subject to deductible or coinsurance).
 - UHC and BCBS HMO plans will continue to cover preventive care at 100% subject to the office visit co-pay.

E. EMPLOYEE CO-PAYS

| HMOI | | | | | | UHC HMO | | | | | |
|--|-------------|-------------|-------------|-------------|-------------|----------------------------------|-------------|-------------|-------------|-------------|-------------|
| | 2008 | 2009 | 2010 | 2011 | 2012 | | 2008 | 2009 | 2010 | 2011 | 2012 |
| OV | \$20 | \$20 | \$25 | \$25 | \$30 | OV | \$20 | \$20 | \$25 | \$25 | \$30 |
| ER | \$100 | \$100 | \$100 | \$100 | \$125 | ER | \$100 | \$100 | \$100 | \$100 | \$125 |
| I/P Hosp. | \$125 | \$150 | \$175 | \$200 | \$200 | I/P Hosp. | \$125 | \$150 | \$175 | \$200 | \$200 |
| O/P Surg. | \$75 | \$100 | \$125 | \$150 | \$175 | O/P Surg. | \$75 | \$100 | \$125 | \$150 | \$175 |
| UHC PPO | | | | | | BCBS PPO | | | | | |
| | 2008 | 2009 | 2010 | 2011 | 2012 | | 2008 | 2009 | 2010 | 2011 | 2012 |
| ER | \$100 | \$100 | \$100 | \$100 | \$125 | ER | \$100 | \$100 | \$100 | \$100 | \$125 |
| no co-pays for wellness benefits | | | | | | no co-pays for wellness benefits | | | | | |
| UHC PPO with HRA | | | | | | | | | | | |
| no changes to employee co-pays | | | | | | | | | | | |
| all preventive care covered at 100% (no deductible) | | | | | | | | | | | |

F. BENEFIT INFORMATION

- The BOARD currently provides a summary plan description of its health care plans to new employees and re-hired employees during the annual Open Enrollment period. CPS will provide summary plan descriptions online to allow employees to view current plan information electronically.
- CPS benefit plans provide a toll-free hotline and an online site for members to access with questions regarding their health care plan. The hours of operation for each health care plan are 8:00 a.m. to 6:00 p.m. Additionally, CPS has a Benefits Customer Service team which answers calls during business hours.
- As a result of the PeopleSoft conversion, CPS relies on a unique identification number ("UID") for all employees. CPS will work with each of its vendors to ensure that employees are routinely identified by these UIDs as opposed to the employees' Social Security numbers.

- G. ANTI-FUNGAL DRUGS.** Since August 1, 2006, CPS has covered the following anti-fungal prescriptions: GRIFULVIN V; GRIS-PEG; GRISEOFULVIN; LAMISIL; SPORANOX; and PENLAC.

II. DENTAL BENEFIT

Employees and eligible family members will have the choice of PPO or Managed Care. PPO Dental Plan - Member selects an in-network or an out-of-network provider. Managed Care - Member selects a dentist in the provider network.

Plan Design:

| Services | PPO In-Network | PPO Out-of-Network* | Managed Care |
|--------------------|------------------|---------------------|--------------|
| Preventive | 80% of PPO rate | 80% of PPO rate | 100% |
| Basic | 80% of PPO rate | 80% of PPO rate | 85-75% |
| Major | 50% of PPO rate | 50% of PPO rate | 70-65% |
| Individual Maximum | | | |
| Benefits Limit | \$1,500 annually | | None |
| *Deductible | \$100 annually | | None |

Employee Contributions:

PPO

- Employee: \$0
- Employee plus one: 100% contributory at rates determined by plan provider
- Employee plus family: 100% contributory at rates determined by plan provider

Managed Care

- Employee: \$0
- Employee plus one: \$0
- Employee plus family: \$0

III. FLEXIBLE SPENDING ACCOUNTS (“FSAs”)

CPS will offer its employees two types of voluntary 100% contributory, flexible spending accounts:

Medical Reimbursement Account – to be used for FSA eligible expenses not covered by the employee’s medical or dental plan, such as co-pays, deductibles and co-insurance. The maximum amount is \$3,000 per year.

Dependent Care Account – to be used for dependent care expenses. The maximum amount is \$5,000 per year.

IV. LIFE AND PERSONAL ACCIDENT INSURANCE

Employees are covered by Basic Life coverage. A voluntary Optional Life and matching Personal Accident insurance is available for employees and eligible family members.

- Basic Life: \$25,000
- Optional Dependent Life: \$50,000 spouse
- Optional Dependent Personal Accident: \$50,000 spouse

Employee Contributions:

- Basic Life: \$0
- Optional Dependent Life: 100% contributory at rates determined by plan provider
- Optional Personal Accident: 100% contributory at rates determined by plan provider

V. SAVINGS AND RETIREMENT PROGRAM

CPS will contribute, at retirement, the value of an employee's accumulated sick pay to the employee's 403(b) account, within legal limits, based on retirement benefit eligibility requirements. If no account exists, one will be established with one of the authorized vendors, based on agreed-upon criteria.

- A contribution will be made for all employees, with sick pay balances, meeting the pension benefit eligibility requirements.
- No exceptions.
- Contributions made on behalf of the employee will not be subject to state or Medicare tax, as allowed by law.

VI. LABOR-MANAGEMENT COOPERATION COMMITTEE ("LMCC")

The parties agree that the LMCC provided for in Article 32-5 may be established in the form of a Trust and that such Trust may be designated as an organization exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"), and as other than a private foundation under section 509 of the Code to the extent so qualified. In the event the parties agree to establish a Trust, the parties shall execute an Agreement and Declaration of Trust ("Trust Agreement"). Said Trust Agreement shall address, without limitation, the following:

- A. Formation of a Committee to govern the Trust consisting of ten Trustees, five of whom shall be appointed by the BOARD and five of whom shall be appointed by the UNION.

- B. Appointment by the BOARD and the UNION of a Co-Chair as designated in the Trust Agreement.
- C. Authority of the Trust to make recommendations and modifications in the health plan expected to improve the quality of employee medical care and result in savings and cost containment.
- D. Establishment of a Trust Fund with contributions provided by the BOARD and third parties.

The LMCC will operate throughout the term of this Agreement and will have the authority to obtain relevant information and review, research and make recommendations to the BOARD and the UNION on the following topics in order to achieve cost containment or savings and improve the quality of employee medical care:

- A. The medical plan, including premium contributions, the number and type of plans offered and the structure of those plans.
- B. The enhancement of Wellness and Disease Management Programs, including incentives/disincentives for participation/non-participation in such programs.
- C. The creation of Health Improvement Plan programs.
- D. The collection and analysis of data regarding the BOARD medical plan.
- E. The establishment of protocols for the BOARD medical plan.
- F. The development of communication programs, training and materials, including outreach and intervention strategies to educate employees and encourage employee use of available plans and benefits.
- G. The analysis of employee participation in Health Risk Assessments and the development of communications and initiatives to increase such participation.
- H. The development of goals and communication plans, training and materials designed to increase employee participation in particular agreed upon preventive and diagnostic procedures.
- I. The facilitation of research on new initiatives.
- J. Surveys of plan participant satisfaction.
- K. The undertaking of market analyses of health care issues.

All costs relating to LMCC undertakings shall be borne and paid by the BOARD.

In addition to the foregoing, the parties agree that the LMCC shall develop a specific action plan to improve the overall quality of health care and reduce or contain health care costs. The LMCC shall submit the action plan to the Chief Executive Officer and the UNION President by February 1, 2008. The plan shall be data-driven and shall establish quantifiable goals, delineated timeframes and measurable benchmarks. The plan shall include, but not be limited to, such topics as follows:

- A. Risk reduction strategy (e.g., health education/communications, health risk assessment, wellness, disease management and case management).
- B. Outreach programs to identify “at-risk” individuals.
- C. HIPAA compliant intervention strategy.
- D. Feasibility of employing Consumer Reports’ “Best Buy Drug” recommendations.
- E. Surveys.

Both parties shall agree to the action plan before any changes are implemented.

APPENDIX F

GUIDELINES FOR THE TRANSFER OF SICK DAYS

Purpose

The purpose of these Chicago Public Schools (CPS) guidelines regulating the transfer of sick days is to standardize the procedures that should be used when teachers seek to donate sick days to a colleague at their school who is suffering the effects of a catastrophic illness or injury. As a result of these provisions, teachers' benevolence towards colleagues who are in need of help can be effectively, efficiently and equitably utilized.

I. Definitions

For the purpose of these guidelines only, the following definitions shall apply:

A. Eligible recipient means those certificated CPS teachers who: (a) are compensated based on the salary schedules for appointed teachers set forth in the Collective Bargaining Agreement (CBA) between the Chicago Board of Education and the Chicago Teachers Union and (b) have suffered a catastrophic illness or injury.

B. Eligible donor means those certificated teachers who are compensated based on the salary scales for regularly appointed teachers set forth in the CBA who either: (a) work at the same school or at the same facility as an eligible recipient or (b) work in any CPS facility and are members of an eligible recipient's immediate family.

C. Sick day means those benefit days accrued by teachers at a rate determined by the CBA that are intended for use when illness or injury prevents teachers from performing their instructional duties in a CPS school.

D. Immediate family means the son(s), daughter(s), spouse or parent(s) of a CPS teacher.

E. Catastrophic illness or injury means an illness or injury that totally incapacitates an individual from work. Conditions that are short-term in nature are not catastrophic. Chronic illnesses or injuries that result in intermittent absences from work may be considered catastrophic if they are both long-term in nature and require long-term recuperation periods.

II. Eligibility Guidelines

Recipients and donors must satisfy all of the criteria listed below.

A. The following individual shall be eligible to receive sick days:

1. an eligible recipient as defined in Section I.A. of these guidelines;
2. who must have exhausted all of his/her paid benefit days -- sick, vacation, personal business and any other benefit days;
3. suffers from a catastrophic illness and/or injury as defined in Section I.E. of these guidelines;
4. consents to the release of medical information pertaining to his/her illness and/or injury to the extent necessary to determine the potential recipient suffers from a catastrophic illness and/or injury; and
5. who has not previously received a sick day transfer from eligible donors.

B. The following individual shall be eligible to donate sick days:

1. an eligible donor as defined in Section I.B. of these guidelines;
2. who freely agrees to donate up to three of his/her accrued sick days; and
3. who sign a release on any future claim to the sick days he/she has donated in the event that his/her donated sick days are not used by the eligible donee.

III. Rules and Procedures Governing Sick Day Donations

Donations of accrued sick days shall be governed by the following rules and procedures.

A. An eligible recipient can receive no more than 45 sick days from eligible donors.

B. An individual can receive donated sick days only one time during his/her employment with CPS.

C. Each eligible donor may give an eligible recipient no more than three accrued sick days unless the eligible donor is an immediate family member of the eligible recipient in which case he or she may donate as many accrued sick days as would bring the donated total up to the maximum of 45 sick days.

D. All eligible donors must sign a release giving up all future claim to donated sick days.

- E. Donations will be processed in the order received.
- F. In the event that an eligible recipient dies before exhausting the donated sick days, these remaining sick days shall belong to the decedent's estate.
- G. Donation of sick days shall be made using the following procedures:
1. An individual at the prospective recipient's school initiates the donation process by collecting a list of eligible donors and the number of days each will agree to donate.
 2. The eligible donor list shall be presented to the school principal or a designee.
 3. The principal or designee shall send the name of the prospective recipient and the sick days donation list to the Bureau of Labor Relations (Labor Relations).
 4. After receiving the donation information from the principal or designee, Labor Relations shall contact the Department of Employee Health Services (EHS) requesting a determination as to whether the prospective recipient suffers from a catastrophic illness and/or injury.
 5. EHS administrators shall request from the prospective recipient, or a personal representative, consent for disclosure and use of the prospective recipient's medical records to determine if his/her medical condition satisfies the definition of a catastrophic illness or injury required for a donation of sick days. EHS shall notify both the potential recipient and Labor Relations as to whether the potential recipient is eligible to receive a sick days donation.
 6. Prospective recipients who EHS found not to be eligible to receive donated sick days shall be allowed to appeal the eligibility determination to the Chief of the Department of Human Resources whose decision on the appeal shall be final.
 7. In cases where a prospective recipient is eligible for donated sick days, Labor Relations shall send to the school release forms that donors will sign relinquishing all claims to their donated sick days. These forms that indicate the number of sick days a donor is donating must be notarized and returned to Labor Relations.
 8. Labor Relations will forward copies of the release forms to the Department of Payroll Services so that the necessary reductions and additions to employees' benefits records can be made.
 9. Labor Relations shall maintain Recipient Files that include all documents, including donor release forms, pertaining to the donation of sick days to the eligible recipient.
 10. Labor Relations notifies the recipient, or a personal representative, when the donated sick days have been transferred to the recipient for his or her use.

APPENDIX G

FMLA LEAVE

Bargaining unit employees regularly employed on a year-round basis who have been employed for at least twelve months and who have worked a minimum of 1,250 hours of service during the previous twelve-month period and bargaining unit employees regularly employed on a ten-month basis who have been employed for the equivalent of at least twelve months and who have worked the equivalent of a minimum of 1,250 hours of service during the previous twelve-month period shall be entitled to unpaid leave under the Family and Medical Leave Act ("FMLA") for any of the following reasons:

- (a) To provide care for a son or daughter during the twelve-month period after the birth of such child;
- (b) To provide care for a son or daughter during the twelve-month period after such child is adopted by or placed in the foster care of the employee;
- (c) To provide care for a son, daughter, spouse or parent with a serious health condition; or
- (d) To treat or recover from a serious health condition of the employee.

Bargaining unit employees are entitled to a total of twelve work weeks of unpaid leave for the above-stated reasons during a "rolling" twelve-month period measured backwards from the date an employee uses any FMLA leave.

Bargaining unit employees shall be required to use their accrued sick days concurrently with any leave of absence taken under the FMLA. Employees will have the option, upon appropriate notice, to use accrued vacation days. During any leave taken under the FMLA, the employee's health care coverage under any group health plan shall be maintained for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. If the employee is using vacation or sick days, the employee will accrue seniority while on FMLA leave.

Bargaining unit employees must provide at least thirty days' advance notice before FMLA leave is to begin if the need for leave is foreseeable based on an expected birth, placement for adoption or foster care or planned medical treatment for a serious health condition of the employee or the employee's son, daughter, spouse or parent. If thirty days' notice is not practicable (such as because of a lack of knowledge of approximately when a leave will be required to begin, a change of circumstances or a medical emergency), notice must be given as soon as practicable. Failure to provide the notice

set forth in this section shall not affect the employee's entitlement to the leave when the BOARD has actual knowledge of the FMLA-precipitating event.

A bargaining unit employee who takes FMLA leave shall be entitled on return from such leave to be restored to the position of employment held by the employee when the leave commenced or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

Except as may be specifically provided for in this Agreement, bargaining unit employees' rights and obligations relating to FMLA leave shall be governed by the provisions of the FMLA (including the regulations thereunder) and BOARD rules or policies.

APPENDIX H

REASSIGNMENT AND LAYOFF OF REGULARLY CERTIFIED AND APPOINTED TENURED TEACHERS

Section I - Scope of Policy

Whenever an attendance center or a program is closed, there is a drop in enrollment, the educational focus of the attendance center is changed such that available teaching positions cannot accommodate some or all current regularly certified and appointed teaching staff, or when an attendance center is subject to actions taken pursuant to sections 34-8.3 or 34-8.4 of the **Illinois School Code**, tenured teachers will be reassigned or laid off in accordance with this policy.

Section 2 - Selection of Tenured Teachers for Removal

A. In Attendance Centers/Programs That Are Not Subject to Reconstitution

If changes in an attendance center or program require removal of some but not all tenured teachers, tenured teachers with appropriate certifications will be selected for retention based on seniority. Provisionals, day-to-day substitutes, Cadre substitutes, temporarily assigned teachers ("TATs") and probationary teachers within the attendance center or program will be removed before any regularly certified and appointed tenured teacher with the appropriate certification is removed, in that order.

B. In Attendance Centers/Programs That Are Subject to Reconstitution

In attendance centers that are subject to reconstitution, tenured teachers will be removed in accordance with section 34-8.3 of the **Illinois School Code**. The relative weight of such criteria shall be determined by the Chief Executive Officer on an individual attendance center basis according to the School Improvement Plan and the type of position to be changed or closed.

Section 3 - Notice of Position Closing

When a determination is made that a tenured teacher's services are no longer required at an attendance center or in a program for the reasons described in Section I above, the tenured teacher will be so notified (hereinafter "notice of removal").

Section 4 - List of Vacancies

Upon notice to the tenured teacher of removal, the Department of Human Resources will immediately provide the tenured teacher with a list of all unencumbered vacant positions for which he or she is qualified. The Department of Human Resources will also provide each tenured teacher who makes a written request to the Department of

Human Resources with a copy of the list of vacancies in any area identified by the Department of Human Resources to be an area of systemic critical need.

Section 5 - Opportunity to Interview

During the first thirty school days after notice of removal, the tenured teacher will be permitted to interview at schools of his or her choosing without being assigned any additional duties. The BOARD will make available to affected tenured teachers lists of vacancies, job counseling and assistance with resume writing and interviewing skills.

Section 6 - Reassignment to Permanent Position

Applications for vacancies shall be made to the principals with a copy provided by the tenured teacher to the Department of Human Resources. The tenured teacher will be interviewed by the principal unless the position is filled before an interview takes place. When a principal recommends appointment of a tenured teacher applicant to a vacant position, the tenured teacher will be transferred to that position.

Section 7 - Interim Assignment

A. Interim Assignments for Tenured Teachers in Reassigned Teacher Pool Due to School Closings, Consolidations, Reconstitution, Drop in Enrollment and Phase Out

Effective the 2008-2009 School Year, the Department of Human Resources shall offer interim assignments in school-based, vacant 210-funded teaching positions to tenured teachers who are in the reassigned teacher pool due to school closings, consolidations, reconstitution, drop in enrollments, and phase out. Interim assignments shall be effective for a period of up to sixty consecutive school days. Offers of interim assignments shall be made in seniority order within a tenured teacher's area of certification. On October 1, 2008 and thereafter, if the reassigned teacher has not been appointed to a full-time teaching position, then the Board shall assign the teacher a 210 vacancy.

Tenured teachers who decline the assignments shall remain in the reassigned teacher pool and shall be subject to the remaining terms of this policy. The interim assignment shall be for no more than sixty consecutive school days. During the interim assignment, the school principal or a qualified administrator shall assess the tenured teacher's performance and make a determination about whether to offer the tenured teacher a regular appointment to that position when the interim assignment expires. If the tenured teacher remains in the interim position for more than sixty days, he or she shall be permanently assigned to the position. The principal decides not to retain the tenured teacher, the tenured teacher shall be reassigned to the reassigned teacher pool effective at the conclusion of the 60-day period for a term of ten school months.

The BOARD shall afford probationary appointed teachers in their fourth year of probation who are displaced in the 2007-2008 school year due to school closings,

consolidations, reconstitution, drop in enrollments, and phase out the rights and benefits of this policy.

B. Other Interim Assignments for Any Tenured Teachers in Reassigned Teacher Pool

Notwithstanding section 7(A), a principal may make an offer of an interim assignment to any tenured teacher in the reassigned teacher pool at any time with written notice to the Department of Human Resources. An interim assignment will be for no more than sixty consecutive school days during which the tenured teacher's performance will be evaluated by the principal or a qualified administrator. If the tenured teacher is removed from the interim position prior to the expiration of the interim period or if the tenured teacher is not offered a regular appointment when his or her interim appointment expires, he or she will be granted all rights to the reassigned teacher pool for ten school months. These ten months will begin after the 60 calendar school days in the interim school placement.

Section 8 - Permanent Appointment

If the principal determines during the interim period that the tenured teacher is performing satisfactorily and should be appointed permanently, the principal will recommend such an appointment to the Department of Human Resources. The recommendation will be accepted and the tenured teacher will receive a regular appointment. If the tenured teacher remains in the interim position for more than sixty days, he or she shall be permanently assigned to the position.

Section 9 - Assignment to an Area Cluster

Following the thirty-school-day period after notice of removal and thereafter during any period when the tenured teacher is not in an interim or permanent appointment, the tenured teacher will be assigned to an Area cluster as a day-to-day substitute. The Department of Human Resources will make every effort to assign the tenured teacher to the Area cluster to which the tenured teacher was previously assigned or in which the tenured teacher resides.

Section 10 - Layoff

If a tenured teacher is unable to secure a permanent appointment during the required period in the reassignment pool, the tenured teacher shall be laid off and given an honorable termination from service and the opportunity to be placed as a Cadre substitute in accordance with the AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE CITY OF CHICAGO AND CHICAGO TEACHERS UNION, LOCAL NO. 1, AMERICAN FEDERATION OF TEACHERS, AFL-CIO. When a layoff is required, the tenured teacher shall be notified at least fourteen days in advance of the date the layoff is to take effect. A tenured teacher who is honorably terminated and is placed as a Cadre substitute immediately following his or her honorable termination shall be afforded the opportunity to maintain his or her health benefits at the same level

and on the same terms and conditions as he or she had as a tenured teacher for a period of twelve calendar months following his or her honorable termination.

Section 11 - Recall

If after the required time in the reassigned teacher pool, the tenured teacher has not been appointed to a permanent position, he or she will be honorably terminated from service. If within two years after an honorable termination the tenured teacher is appointed by a principal to a permanent position, tenure and prior seniority will be restored to the tenured teacher as of that date.

Section 12 - Effective Date

This policy is effective only with respect to certified and appointed tenured teachers who receive a notice of removal on or after July 1, 2007.

The BOARD will approve an amended policy on the reassignment and layoff of tenured teachers to comply with this provision.

APPENDIX I

LAYOFF, INTERIM ASSIGNMENT AND REAPPOINTMENT OF ESPs (PSRPs)

The BOARD's Layoff, Interim Assignment and Reappointment of Educational Support Personnel ("ESP") Policy is incorporated herein and reads in pertinent part as follows:

I. LAYOFF, RE-STAFFING, AND REAPPOINTMENT OF BARGAINING UNIT ESP. The provisions of Section I of this policy govern the CEO's or designee's decisions to layoff Board employees in educational support personnel classifications or job titles in bargaining units certified for the purposes of collective bargaining ("bargaining unit ESP employees").

A. Reasons for Reductions in Force of Bargaining Unit ESP Employees: The Chief Executive Officer (CEO) or designee may conduct reductions in force, layoff or dismiss bargaining unit ESP employees for the following reasons:

- (1) lack of work or funds,
- (2) decline in student enrollment,
- (3) change in subject requirements,
- (4) closing of an attendance center, department or unit,
- (5) privatization contracts with third parties,
- (6) abolition of positions because of changes in duties associated with them,
- (7) change in organizational structure,
- (8) reconstitution of attendance centers pursuant to section 34-8.3 of the **Illinois School Code**,
- (9) intervention in an attendance center under section 34-8.4 of the **Illinois School Code**, or
- (10) any other reason, which in the exercise of the CEO or designee's discretion, make a reduction in force necessary or prudent.

B. Notice of Layoff. When the CEO or designee decides to conduct a reduction in the work force which results in the layoff of bargaining unit ESP employees, the CEO or designee will give fourteen (14) calendar days advance written notice to affected bargaining unit ESP employees or, if notice is given during the bargaining unit ESP employees' regular work year, fourteen (14) calendar days pay in lieu of advance notice. The CEO or designee will enclose with the notice of layoff: 1) a list of ESP vacancies then existing; 2) instructions about how to learn about future ESP vacancies; 3) instructions on how to apply for bargaining unit vacancies posted on the Human Resources Department's on-line job bulletin in accordance with Section I.E.1 of this policy; and 4) instructions on how to change address and contact information with the Department of Human Resources.

C. Criteria for Determining Bargaining Unit ESP Employees to Be Laid Off. Except in cases where an attendance center or unit is closed under the Board's Closing

of Schools Policy, reconstituted or closed pursuant to Section 34-8.3 of the Illinois School Code or subject to intervention pursuant to Section 34-8.4 of the Illinois School Code, the CEO or designee will consider one or more of the following factors in determining which employees shall be laid off:

- (1) job classification,
- (2) department or attendance center where assigned,
- (3) seniority,
- (4) recent performance ratings or evaluations, certifications or other qualifications,
- (5) where applicable, whether the employee is highly qualified under the No Child Left Behind Act and applicable Board policies, and state and federal regulations, and/or
- (6) any other factors related to job performance.

The weight to be accorded to each factor considered shall be left to the CEO's or designee's discretion.

For the purposes of this policy only, "seniority" with regard to layoff and reappointment shall mean the length of full-time accumulated service in any career service/ESP position, with such seniority accruing from the date of initial appointment to a career service/ESP position with the Board. This definition of "seniority" shall apply only to those ESP employees who are represented by a bargaining unit at the time of their layoff.

D. Re-staffing of a Bargaining Unit ESP Position in the Laid Off ESP Employee's Classification or Job Title at the School or Unit During the 10 school months following Layoff of Bargaining Unit ESP Employees. Except as provided in Section I.F of this policy (concerning layoffs under the Board's Closing of Schools Policy or Sections 34-8.3 or 34-8.4 of the Illinois School Code), if a school or unit opens a bargaining unit position in the same job title from which one or more ESP employees at that school or unit was laid off within ten (10) school months of the effective date of the affected laid off bargaining unit ESP employee(s)' layoff(s), the CEO or designee shall offer to re-staff laid off bargaining unit ESP employees to the position in order of seniority, provided that the laid off bargaining unit ESP employee meets all of the qualifications for the position, including, where applicable, being highly qualified for the position in accordance with applicable Board policies and state and federal rules and regulations. The CEO or designee shall make the offer to re-staff to an eligible laid off bargaining unit ESP irrespective of whether or not a laid off bargaining unit ESP has accepted an interim assignment under the provisions of Section I.E of this Policy or a permanent appointment in another position or at another school. A laid off bargaining unit ESP employee offered re-staffing under this provision must demonstrate highly qualified status for the position to the Department of Human Resources in accordance with existing staffing procedures. Failure to do so will result in revocation of the offer to re-staff.

E. Eligibility Pool for Consideration for and Interim Assignment to Certain Bargaining Unit Positions. The CEO or designee shall maintain a list of laid off bargaining unit ESP employees by job title who are seeking re-employment with the Board for a period of ten (10) school months after the effective date of their layoff. The list will constitute the eligibility pool. Laid off bargaining unit ESP employees in the eligibility pool will be eligible for interviews for appointment to Board-funded positions for which they apply in accordance with this Policy and for an interim assignment to a vacant position in the title from which they were laid off and for which they meet the minimum qualifications as follows:

(1) Eligibility for Interviews for Bargaining Unit ESP Vacancies Posted on the Human Resources Department's On-line Job Bulletin. A laid off bargaining unit ESP employee in the eligibility pool may apply for Board-funded bargaining unit vacancies in his/her former job title at schools or units other than that from which he/she was laid off that are posted on the Human Resources Department's on-line job bulletin for which they qualify by submitting a timely application to the Department of Human Resources in accordance with instructions in their notice of layoff and in accordance with the posting. If a laid off bargaining unit ESP employee applies for a Board-funded vacant bargaining unit ESP position and meets the minimum qualifications for the position as advertised including being highly qualified in accordance with Board Policy and state and federal regulations, the principal or unit head shall interview and give the laid off bargaining unit ESP consideration for appointment to the position on the same terms as other qualified applicants. In order to qualify for an interview, the laid off bargaining unit ESP employee must submit a timely application to the Department of Human Resources and must demonstrate to the Department of Human Resources in his/her application or resume that he/she meets the minimum qualifications of the position including, where applicable, being highly qualified for the position in accordance with applicable state and federal rules and regulations.

(2) Eligibility for Interim (Temporary) Assignment at another School or Unit to a Vacancy in the Laid Off Employee's Former Title. If a position in a laid off bargaining unit ESP employee's former job title at a School or Unit other than that from which the bargaining unit ESP employee was laid off remains vacant for a period of forty-five (45) calendar days after it was created or became vacant and no offer of employment to a candidate is pending the CEO or designee will offer to assign and, if the offer is accepted, assign a laid off bargaining unit ESP employee who is in the eligibility pool to the vacant bargaining unit ESP position on an interim (temporary) basis provided the laid off bargaining unit ESP employee:

- a. meets the minimum qualifications of the position, including, where applicable, being highly qualified for the position in accordance with applicable state and federal rules and regulations;
- b. has a minimum efficiency rating of 70% in his/her previous position; and,
- c. did not have disciplinary action pending at the time of his/her layoff; and,
- d. has not received a disciplinary suspension in the ten (10) school months immediately preceding his/her layoff.

If there is more than one laid off bargaining unit ESP eligible for an interim assignment, the CEO or designee shall offer interim assignments to eligible and qualified laid off bargaining unit ESP employees in order of seniority. If a laid off bargaining unit ESP rejects an offer of an interim assignment, the laid off ESP employee will forfeit his/her place in the eligibility pool.

An interim assignment shall be for a maximum of sixty school (60) calendar days. At any point during the interim assignment, the principal or unit or department head may remove or replace the laid off bargaining unit ESP employee by appointing another employee or applicant to the position. If the laid off bargaining unit ESP who was given an interim assignment is not removed or replaced during the sixty (60) calendar day interim period, the CEO or designee shall appoint him/her to the position. If the laid off bargaining unit ESP is appointed to the position, the CEO or designee shall remove him/her from the eligibility pool. If a laid off bargaining unit ESP is removed from the interim position, the CEO shall return him or her to the eligibility pool, provided however that the interim assignment shall not extend his/her maximum period of ten (10) school months in the eligibility pool.

F. ESP Layoffs Due to School or Unit Closing or In Connection with Board Remedial Actions Under Section 34-8.3 or Section 34-8.4 (Intervention). In cases in which the CEO or designee conducts a reduction in force or layoff due to School or Unit closings, or in connection with Board remedial action under Section 34-8.3 or Section 34-8.4 of the Illinois School Code, Section I. D of this Policy shall not apply to those ESPs.

G. Effect of Layoff/Appointment after Layoff. A layoff of bargaining unit ESP employees shall result in the severance of the bargaining unit ESP employees' employment. The CEO or designee shall pay out to the laid off bargaining unit employee his/her final wages and transmit to him/her applicable benefit notices in accordance with applicable law. In the event a laid off bargaining unit ESP employee is appointed to any position within ten (10) school months of the effective date of his/her layoff, the CEO or designee shall appoint the laid off bargaining unit ESP employee to the position without loss of seniority and shall restore his/her sick and personal leave benefit day balances existing on the effective date of layoff. If the laid off bargaining unit ESP employee is appointed to a position more than ten (10) school months after the effective date of his/her layoff, the CEO or designee shall appoint the laid off bargaining unit ESP employee to the position as a new employee with a new seniority date and shall not restore sick and personal benefit day balances existing at the time of his/her layoff.

II. LAYOFF OF ESPS NOT IN UNITS ORGANIZED FOR COLLECTIVE BARGAINING. [*Intentionally Omitted*]

III. NOTICES AND COMMUNICATIONS WITH LAID OFF EMPLOYEES/ADDRESSES AND TELEPHONE NUMBERS. Laid off bargaining unit or non-bargaining unit ESP employees shall bear the burden of ensuring that the Department of Human Resources has their current telephone number, home address,

and, where available, home or other electronic mail address. Laid off bargaining unit or non-bargaining unit ESP employees shall be responsible for submitting changes of address and contact information with the Department of Human Resources in accordance with its procedures. Except for the Notice of Layoff and post-layoff benefit notices, which the CEO or designee shall transmit to the laid off bargaining unit or non-bargaining unit ESP employee by regular or certified mail to their last home address that is on file at the Board's Department of Human Resources, the CEO or designee may communicate offers of re-staffing, interim assignment, and interviews for positions telephonically, via regular mail or via electronic mail as the CEO or designee deems appropriate under the circumstances. If laid off bargaining unit or non-bargaining unit ESP employees cannot be reached at the telephone number, address or electronic mail address then on file with the Department of Human Resources within three (3) business days of the CEO or designee's attempt to reach them, the CEO's or designee's obligation, if any, to offer to re-staff, assign on an interim basis or interview set forth in this policy, will be deemed satisfied and discharged.

IV. CEO'S REPORT TO THE BOARD OF ALL ESP EMPLOYEES LAID OFF. The CEO shall report the number of ESP employees laid off to the Board in the CEO's quarterly report of personnel transactions as provided in Board Rule 4-1(b).