

**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**

This collective bargaining agreement (hereinafter referred to as the “Agreement”) is entered into 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”) on the 7th day of December, 2016 to become effective on the same date.

PREAMBLE

The purpose of this Agreement is to reaffirm the parties’ common responsibility to maintain a collaborative and collegial collective bargaining relationship that furthers the parties’ shared goal of delivering high quality instructional programs and significantly advancing a well-rounded public education for the students of the Chicago public school system. Through free and open dialogue, the parties have identified the educational objectives for the Chicago Public Schools (hereinafter referred to as “CPS”) and have designed this Agreement to further those objectives through good faith cooperation now and in the future.

The parties firmly believe that a well-rounded public education is an absolute necessity for any graduate to be considered college-, career- and citizenship-ready. The parties also recognize that a well-rounded public education includes, but is by no means limited to, providing students with an enriched, diverse and comprehensive curriculum that allows them to obtain essential knowledge and skills; engage in critical and creative thinking; develop independent inquiry skills and an appreciation for the arts, music and literature; improve their physical and emotional health; prepare for leadership roles in their communities; attain the technical skills necessary to become career-ready; develop the academic discipline and proficiency in the intelligent use of technology necessary to become college-ready; and ultimately graduate from the Chicago public school system prepared to become productive and self-confident citizens capable of ethical participation in a free and democratic society.

In addition, the parties recognize that the achievement of these educational objectives requires substantial short- and long-term financial investments in public education and that the fulfillment of the aspirations described in this Preamble will require dramatic and cooperative changes in education funding at the federal, state and local levels; a commitment to good faith collaboration; mutual agreement on priorities and values; and

the adoption of proven or research-based educational methods and instructional practices.

Furthermore, to foster a cosmopolitan spirit and better develop CPS students as tolerant and unbiased citizens, the BOARD and the UNION shall work affirmatively to the end that each student may have the educational advantage of an integrated school.

Finally, this Agreement is intended to affirm that the parties' shared goals will only be achieved if bargaining unit employees are fairly and adequately recognized and rewarded for their contributions to the educational process and provided with a wholesome work environment based on mutual respect and the highest level of professionalism. The guiding principles set forth in this Preamble shall remain at the forefront of the parties' negotiations now and in the years to come until these shared educational aspirations become a reality for each and every student and employee of the Chicago public school system.

ARTICLE 1 RECOGNITION

1-1. Representative Unit.

1-1.1. Scope of Bargaining Unit. The BOARD recognizes the UNION as the sole and exclusive bargaining representative of all employees employed in the job titles or categories of positions listed in Appendix D.

1-1.2. Reclassifications and New Job Titles or Categories of Positions. If the BOARD reclassifies job titles or categories of positions or employs a new job title or category of position having a community of interest with employees in the existing bargaining unit, employees in such new job 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 subsection 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. Recognition of UNION. 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 (referred to herein as "bargaining unit employees" or "bargaining unit members") in any activities concerning wages, hours or terms and conditions of employment, including the submission of proposals, participation in hearings, conferences or meetings for any purposes and any other group or collective action dealing with above-described matters, subject to the provisions of the *Illinois Educational Labor Relations Act*. 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. Designation of Representatives. 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.

1-4. Resolution of Grievances and Professional Problems. The resolution of all grievances and professional problems shall be in accordance with the procedures that are a part of this Agreement.

1-5. Exchange of Information.

1-5.1. General Provision. The Office of the Chief Executive Officer shall, upon request and within seven calendar days or as soon as possible thereafter, furnish to the UNION available and pertinent reports, statistics and general information concerning CPS. The Chief Executive Officer shall have the same right to receive pertinent information from the UNION.

1-5.2. Grievances and Professional Problems. The Office of the Chief Executive Officer shall, upon request and within seven calendar days or as soon as possible thereafter, furnish to the UNION information necessary to the intelligent and professional resolution of specific grievances and professional problems of bargaining unit employees, including laid off or retired employees whose grievances arose during their employment as a bargaining unit employee. Any such information shall be made available only with the consent of the bargaining unit employee 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.

1-5.3. Board Meeting Agendas and Actions. Prior to each regular or special Board meeting, the BOARD shall post online the public agenda for the meeting and copies of the proposed Board reports listed on the public agenda. The BOARD shall electronically transmit a copy of the public agenda and the copies of the proposed Board actions to the UNION President simultaneously with the online posting. Insofar as possible, if any Board report directly affects this Agreement, the Chief Executive Officer or his or her designee shall contact the UNION President to discuss the report as soon as the report is finalized and prior to the meeting during which the report will be considered. After each meeting, the BOARD shall post online the Board Action Index for the meeting and all Board actions during such meeting.

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

1-5.5. CPS Weekly Newsletter and Bulletins. A copy of the *CPS Weekly Newsletter* and any employee bulletin relating to the Agreement shall be transmitted to the UNION President simultaneously with its transmission to employees.

1-5.6. Reports. The Office of the Chief Executive Officer agrees to supply the UNION with the following reports as long as such reports are prepared: (a) teacher payroll step and lane report and (b) monthly teacher substitute activity report.

1-5.7. UNION Delegate Handbook. The UNION shall furnish the Office of the Chief Executive Officer with five copies of the current UNION delegate's handbook.

1-6. Dues Checkoff. The BOARD shall deduct from the pay of each bargaining unit employee 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 ten work days after such deductions were made. Such lists shall be organized by school or the applicable unit. Any bargaining unit employee may terminate the dues check off during August by submitting written notice to the BOARD and the UNION.

1-7. United Credit Union Deductions.

1-7.1. Deduction. The BOARD shall deduct from the pay of each full-time bargaining unit employee 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.

1-7.2. Authorization. Each eligible bargaining unit employee may have one authorization agreement and options to increase or decrease the member's share/savings during the calendar year.

1-7.3. Remittance. Such amounts deducted from the member's bi-weekly payroll shall be forwarded electronically via the Automatic Clearing House to the member's account at the United Credit Union no later than ten work days after such deductions are made. A list of persons from whom funds have been deducted in a sequence mutually acceptable to the BOARD and the United Credit Union shall be made available to the United Credit Union no later than ten work days after such deductions are made.

1-7.4. Authorization Forms. The United Credit Union shall submit authorization cards for deduction upon forms approved by CPS.

1-8. Fair Share Agreement.

1-8.1. Fair Share Members Defined. All non-member bargaining unit employees covered by this Agreement, 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.

1-8.2. Certification of Fair Share Fee. 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 the *Illinois Educational Labor Relations Board Rules and Regulations*. In the event of an increase or decrease in the amount of the fair share fee, the UNION shall advise the BOARD and all fair share fee payers in writing of the change at least forty-five days before the effective date of the increase or decrease. The BOARD shall implement the increase or decrease during the first full payroll period on or after the forty-five-day notice period or the effective date of the change, whichever date is later.

1-8.3. Fair Share Fee Deductions. Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the non-member bargaining unit employees and remitted to the UNION within ten work days of said deduction, unless required to remit a fee to the Illinois Educational Labor Relations Board for escrow.

1-8.4. Identification of Fair Share Fee Payers. The BOARD shall cooperate with the UNION to ascertain the names of all non-member bargaining unit employees 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.

1-8.5. Fair Share Rules and Regulations. The UNION and the BOARD shall comply with the *Illinois Educational Labor Relations Board Rules and Regulations* concerning notice, objections and related matters contained in its fair share rules.

1-8.6. Appeals Procedure. Upon adoption of any UNION internal appeal procedure concerning fair share fees, the UNION shall supply the BOARD with a copy of such procedure. In addition, the UNION shall advise the BOARD of subsequent changes therein.

1-8.7. Indemnity Clause. 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.

1-8.8. Severability. If, during the term of this Agreement, the Illinois Educational Labor Relations 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 the Illinois Educational Labor Relations Board or the court.

1-8.9. Religious Exemption. 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.

1-9. Annuity or Mutual Fund Deductions. The BOARD agrees to electronically wire transfer monies deducted from the salaries of each bargaining unit employee to the respective tax sheltered annuity carrier or mutual fund after such deductions are made.

1-10. Chicago Teachers Union Political Action Committee Deductions. The BOARD agrees to deduct from the pay of each bargaining unit employee 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.

1-11. Regular Leadership Meetings. The Chief Executive Officer shall meet monthly at a mutually agreeable time with the UNION President and/or the UNION President's designee to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.

1-12. Professional Problems Committees.

1-12.1. School-Based Professional Problems Committees. Each school shall establish a Professional Problems Committee to discuss school operations, contract administration issues and any new BOARD instructional program or joint BOARD-UNION initiative prior to or at the time of its implementation at the local school level. The committee shall be composed of the principal and no fewer than three and not more than five members identified by the UNION delegate. The UNION delegate shall be the chairperson of the Professional Problems Committee. The UNION delegate shall notify the principal of the UNION representatives as soon as they are elected and report any changes in representatives as soon as possible. The committee shall meet at least monthly without loss of compensation, and the parties shall jointly establish the agenda at least forty-eight hours prior to each meeting. 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. The principal or the UNION delegate may invite consultants

or resource persons to attend the meeting to discuss specific agenda items with advance notice to the committee members. The committee shall decide whether and how to report the proceedings of the meeting to school staff.

1-12.2. City-Wide Professional Problems Committee. A City-Wide Professional Problems Committee shall be established with members representing clinicians, PSRPs assigned to the Office of Diverse Learner Supports and Services and other city-wide employees. The committee shall be composed of the Chief Officer of the Office of Diverse Learner Supports and Services or his or her designee and between eight and twelve city-wide employees designated by the UNION. The committee shall meet at least four times a year without loss of compensation and shall also meet with clinician managers if possible.

1-12.3. Substitute Teacher Professional Problems Committee. A Substitute Teacher Professional Problems Committee shall be established with members representing temporarily assigned teachers, Cadre substitutes and day-to-day substitutes. The committee shall be composed of the Chief Talent Officer or his or her designee and between eight and twelve substitute teachers designated by the UNION. The committee shall meet at least four times a year, and employees shall be paid their daily rate for attending such meetings.

1-13. Staff Lists. UNION 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 bargaining unit employees assigned to that school or unit.

1-14. Periods for UNION and Local School Council Business.

1-14.1. UNION Delegates. All UNION delegates shall be provided with one additional forty-minute or the length of a class period, whichever is longer, duty-free 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. UNION delegates shall be permitted to combine their monthly duty-free periods to be released to attend UNION-conducted training and professional development. In addition, 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.

1-14.2. Teacher Representatives on Local School Councils. Teacher representatives on the Local School Council shall be provided with one additional forty-minute or the length of a class period, whichever is longer, duty-free period per month during which time they shall conduct Local School Council business.

1-15. Access to BOARD Premises. Upon notification to the school principal, or in the principal's absence to the acting administrator, the principal or acting administrator shall permit the UNION President or the UNION 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 bargaining unit employees 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.

1-16. Mutually Scheduled Meetings. Whenever bargaining unit employees 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.

1-17. Leaves of Absence for Union Business.

1-17.1. Number and Length of Leaves. The BOARD shall grant forty-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 leaves of absence without pay in increments of twelve calendar months for the purpose of accepting these positions upon appropriate application by the UNION. The BOARD shall extend those leaves in increments of twelve calendar months.

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

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

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

1-17.5. Return from Leave.

1-17.5(a). *Appointed Teachers, Clinicians or PSRPs Elected as UNION Officers.* An appointed teacher, clinician or PSRP who is elected as President, Vice President, Recording Secretary or Financial Secretary of the UNION and who decides to return to BOARD employment following the conclusion of his or her first term in office shall be returned to his or her original position in his or her original school or unit.

1-17.5(b). *Other Teachers, Clinicians or PSRPs.* If a teacher, clinician or PSRP on UNION leave not covered by subsection 1-17.5(a) decides to return to

BOARD employment at the conclusion of his or her UNION leave, the teacher, clinician or PSRP shall be assigned to an equivalent position in the area of his or her certification. The teacher, clinician or PSRP shall not have the right to return to his or her original school or unit.

1-17.6. Classroom Teaching During UNION Leaves. Teachers who are on a UNION leave may teach classes for which they are properly certified, subject to the voluntary agreement to such arrangement between the teacher and the principal or head administrator of the school or unit.

1-18. Posting or Distribution of Union Materials.

1-18.1. Bulletin Boards. The UNION shall be provided adequate bulletin board space in a place readily accessible to and normally frequented by all bargaining unit employees in each school or unit 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, the name of the UNION delegates and the names of the members of the Professional Problems Committee. UNION delegates and authorized UNION representatives shall be responsible for the content and maintenance of the bulletin board.

1-18.2. Mailboxes. UNION delegates, officers and authorized UNION representatives shall have the right to place materials in the mailboxes of bargaining unit employees. Materials placed in mailboxes shall be restricted to official communications from the UNION or communications signed by the UNION delegate. A copy of all materials placed in the mailboxes of bargaining unit employees by the UNION shall simultaneously be placed in the principal's or head administrator's mailbox.

1-19. Union Meetings. On twenty-four hours' advance notice to the principal or head administrator of a school or unit, the UNION shall have the right to schedule meetings in the building before or after regular duty hours and during lunch time of bargaining unit employees 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 or head administrator by the UNION. Where such meetings are held outside of the operating hours of that school or unit, the UNION shall pay the additional costs. The UNION President or his or her designee has the right to attend Union meetings at a school or unit, provided he or she complies with the protocols for visits to CPS premises.

1-20. Conflicts with Statutes, Rules or Regulations. 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 bargaining unit employee 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.

1-21. UNION Delegates. A UNION delegate is defined as a BOARD employee who is an agent of the UNION in a school or unit, which may include a specific work location or functional division or group. In the event a school, unit or functional division or group does not elect a UNION delegate, the UNION President shall designate a UNION delegate *pro tem* at the school, unit or job location. The UNION delegate *pro tem* shall perform all duties of the delegate until an election is held and UNION delegate appointed.

1-22. Reproduction of Agreement. 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 bargaining unit employee during its effective term. 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 Engagement a list by unit number of all parcels delivered to the warehouse facility of the BOARD. Three thousand seven hundred fifty copies of said Agreement shall be delivered to the Office of Employee Engagement.

ARTICLE 2 EQUAL EMPLOYMENT OPPORTUNITY

2-1. Prohibition on Discrimination. No employee shall be discriminated or retaliated against on the basis of race, creed, color, age, sex, national origin, marital status, disability or sexual orientation; the utilization of benefits authorized by this Agreement or BOARD policy; membership or participation in, or association with the activities of, the UNION; filing grievances or resolving grievances and professional problems; or participation in any committee, council or group, including, but not limited to, the Professional Personnel Leadership Committee, Professional Problems Committee or Local School Council.

2-2. Recruiting Plan. By January 1, 2013, the BOARD shall implement, after good faith consultation with the UNION, a systemic plan designed to search for and recruit a racially diverse pool of candidates to fill positions. These efforts shall include training principals and head administrators regarding the implementation of the BOARD's plan. The BOARD and the UNION shall meet periodically to discuss the plan and assess its implementation. The BOARD shall share relevant data with the UNION as part of the implementation assessment.

ARTICLE 3
GRIEVANCE AND ARBITRATION PROCEDURE

3-1. Definition of a Grievance. 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.

3-2. Parties to Grievances. A grievance may be filed by an individual employee, a group of employees or the UNION on behalf of an employee or group of employees. Any bargaining unit employee who is not a member of the UNION or who 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 set forth in Article 3-7 and submit suggestions to the BOARD as an individual, provided that the adjustment is not inconsistent with the terms of the Agreement and that the UNION has been given an opportunity to be present at such adjustment.

3-3. Investigation of Grievances. A principal or head administrator shall allow the UNION delegate or his or her designee a reasonable period of time during the school day to investigate grievances. In the event clarification is necessary as to what constitutes reasonable time, the Director of Employee Engagement, after consultation with the UNION, shall make the final determination. Prior to the initial conference and upon the request of the UNION delegate or his or her designee, the principal or head administrator shall provide the UNION with access to and copies of all existing and available documents that are relevant to the allegations in the grievance, including all documents supporting the BOARD's actions, and shall timely supplement this production if additional documents become available. The UNION President or his or her designee shall be accorded all the rights of the UNION delegate in any school or unit. Time allowed shall be confined to investigating grievances that have been brought to the principal's or head administrator's attention.

3-4. Appearances and Representation at Conferences.

3-4.1. Conferences. 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.

3-4.2. Failure to Appear. 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 that the grievant was given notification of said conference in

accordance with the appropriate step of the grievance procedure. The provisions of Article 3-5 are applicable in the scheduling of said conferences.

3-5. Time Limits. Failure on the part of the principal, head administrator or any other 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.

3-6. Adjustment of Grievances—School Level.

3-6.1. Informal Resolution. A sincere attempt should be made to resolve any dispute on an informal basis between the grievant or the UNION delegate or UNION and the principal or the grievant's head administrator if the grievant is not assigned to an individual school before the dispute becomes formalized as a grievance.

3-6.2. Deadline for Filing Grievances. A grievant or the UNION shall file grievances in writing 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, except in the case of a salary grievance. For salary grievances filed on or after November 1, 2012, the grievant or the UNION may file a grievance within three calendar years of the date on which the salary grievance arose. Salary grievances filed within three calendar years shall be deemed timely.

3-6.3. Substance of Grievance. A grievance must bear the signature of the grievant, the UNION 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.

3-6.4. Joint Grievances and Consolidation. If two or more grievants have the same grievance, a joint grievance may be presented and processed as a single grievance. Further, the parties by mutual agreement may consolidate other grievances

3-6.5. Initial Conference. Upon receipt of a grievance in writing, the principal or the grievant's head administrator 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 discussed, and an effort shall be made to adjust the matter to the satisfaction of all concerned.

3-6.6. Representation. The grievant may be heard personally and may be represented by the UNION delegate, the UNION President or the UNION President's designee.

3-6.7. Communication of Decision. The principal or the grievant's head administrator 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 UNION

delegate or UNION designee and the Director of Employee Engagement within five school days after the completion of the conference.

3-7. Chief Executive Officer's Review.

3-7.1. Right to Appeal. Within fifteen school days after receiving the decision of the principal or the grievant's head administrator 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 Engagement or his or her designee. Copies of the original grievance, the appeal and any decision rendered shall be forwarded to the Director of Employee Engagement with the request for review

3-7.2. Notice of Conference. The Chief Executive Officer or the Director of Employee Engagement or his or her designee shall meet within ten school days with the grievant, his or her UNION representative, if any, and the principal or head administrator. The Chief Executive Officer or his or her designee will give all participants three school days' notice of the time and place of the meeting in writing. By mutual consent, the parties may conduct the meeting via electronic means including, but not limited to, video-, virtual- and tele-conferencing.

3-7.3. Scheduling of Conference. 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.

3-7.4. Witnesses. The UNION may present up to two witnesses, in addition to the grievant(s), at a grievance meeting at the Central Office level. Additional witnesses shall be allowed with the Chief Executive Officer's or his or her designee's permission. If witnesses are called at the grievance meeting, the Chief Executive Officer may require that the hearing be conducted via electronic means (e.g., video conferencing or telephonically).

3-7.5. Communication of Decision. The Chief Executive Officer or the Director of Employee Engagement or his or her designee shall issue a written decision and communicate the same and the bases for the decision to the parties involved within twenty school days after completion of the conference.

3-8. General Provisions.

3-8.1. Procedures for Certain Grievances That Are Not Under the Jurisdiction of a Principal or Head Administrator.

3-8.1(a). *Initial Processing.* Any grievance based upon the action of an authority higher than the principal shall be initiated directly with the Office of Employee Engagement 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 Engagement, 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 Engagement, acting as the representative of the Chief Executive Officer. Copies of the grievance and the decision shall accompany the appeal forwarded to the Office of Employee Engagement.

3-8.1(b). *Conference and Issuance of Decision.* The Chief Executive Officer or the Director of Employee Engagement 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 Engagement 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 Engagement or his or her designee may be appealed to arbitration under Article 3-10.

3-8.2. Initiation at Higher Step. The UNION may initiate or appeal a grievance at any step of the grievance procedure.

3-9. Grievance Mediation.

3-9.1. Neutral Grievance Mediators. The BOARD and the UNION shall establish a permanent panel of four neutral grievance mediators. Mediators may be removed from the permanent panel by written notice from one party to the other requesting removal. Cases pending before a removed mediator shall not be affected. The parties shall make every effort to agree upon a substitute mediator.

3-9.2. Grievance Mediation Panel Meetings and Authority.

3-9.2(a). *Mediation Panel.* Either the UNION or the BOARD may request that a grievance be submitted to mediation. Grievances submitted to mediation shall be submitted to a five-person mediation panel consisting of a mediator selected by the parties and two permanent representatives designated by each party. One of the BOARD's representatives shall be a current or former principal. The parties shall establish regular meeting dates for the mediation panel, occurring no less often than twice per month or more frequently as is necessary to ensure that all grievances submitted to mediation are heard within six months of the grievance filing date.

3-9.2(b). *Submission to Mediation.* 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.

3-9.2(c). *Recommendations and Resolutions.* If appropriate, the mediation panel may make recommendations for resolution to the Chief Executive Officer and the UNION President. If the Chief Executive Officer and UNION 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.

3-9.3. Lack of Resolution. 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 (other than under Article 29-4 or 29-5) and not considered by the mediation panel within sixty school days after the request for mediation will be submitted to arbitration.

3-9.4. Requests for Grievance Mediation Simultaneous with Arbitration Demand. Simultaneously with a demand for arbitration under this Article, the UNION may submit a written request for mediation to the Director of Employee Engagement. The grievance will proceed to mediation unless the Director of Employee Engagement notifies the UNION, in writing, within ten school days that the BOARD does not agree to submit the grievance to mediation. Within ten school days of receiving the UNION's demand for arbitration of a particular grievance, the Director of Employee Engagement 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 Engagement, in writing, within ten school days that it does not agree to submit the grievance to mediation.

3-9.5. Availability of Mediation Procedures. The UNION and the BOARD may at any time agree to use the mediation procedures of this Section to assist in the resolution of grievances.

3-10. Arbitration.

3-10.1. Permanent Panel. The parties shall establish a permanent panel of ten arbitrators to conduct hearings and to issue final and binding awards on grievances.

Arbitrators shall have no jurisdiction to hear disciplinary matters except as specifically set forth in this Agreement. 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. The parties will add additional arbitrators to their standing panel and explore options on how best to utilize available arbitrators.

3-10.2. Demand for Arbitration. Within fifteen school days after receiving the decision of the Chief Executive Officer or the Director of Employee Engagement or his or her designee, pursuant to Article 3-7 or 3-8, the UNION only may file a demand for arbitration with the Director of Employee Engagement. 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.

3-10.3. Subpoenas in Arbitration. 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 Engagement. The UNION shall agree to pay the full cost of substitute service for the bargaining unit employee required to appear as a witness at said arbitration hearing.

3-10.4. Decisions and Awards. Within sixty calendar days after the closing of the record, 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.

3-11. Joint Arbitration Review Committee. The parties shall establish a Joint Arbitration Review Committee to discuss possible settlement of pending arbitration cases. Either the BOARD or the UNION may submit cases for the committee's consideration. The committee shall meet on a monthly basis.

ARTICLE 4 ELEMENTARY SCHOOL

4-1. Regular School Day. The regular school day for early childhood and elementary school teachers shall not exceed seven hours with a continuous lunch period of forty-

five minutes with no work responsibilities. Teachers' lunch shall not be scheduled before the first scheduled student lunch period and shall not be scheduled after the last scheduled student lunch period. Each teacher's day shall be comprised of no more than 296 minutes of instruction, 15 minutes of non-classroom supervision and 60 minutes of continuous duty-free preparation. Four days each week the teacher's preparation time shall be self-directed; one day each week this period shall be principal-directed.

4-2. Model Early Childhood and Elementary Schedules. The BOARD and the UNION shall develop up to five models for early childhood and elementary school schedules. The models shall be disseminated to the schools by March 1, 2013. The principal, in conjunction with the Professional Problems Committee, shall select two of the models, and the UNION's teacher members shall vote for one of the two and determine the schedule through a secret ballot majority vote.

4-3. Beginning and Ending Times. The day shall normally 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 after making his or her best effort to achieve the affirmative concurrence of the majority of classroom teachers.

4-4. Duty Schedules. A duty schedule for all teachers, teacher assistants, school assistants, instructor assistants and interpreter assistants shall be posted in each early childhood center or elementary school within one week of the start of each semester. Any schedule change shall be preceded by a twenty-four-hour notification to the appropriate staff.

4-5. Scheduling of Preparation Periods. Professional preparation periods shall be scheduled from the first instructional day of the school year through the last instructional day of the school year.

4-6. Scheduling of Library, Physical Education and Arts Education Programs. Library, physical education and arts education programs in all elementary schools where certificated physical education teachers, or teacher-librarians or arts teachers have been assigned shall begin on the first day of instruction and continue through the last instructional day.

4-7. Cancellation or Shortening of Recess Period. In those unusual circumstances where a twenty-minute recess period for the students is not scheduled or is canceled or shortened, a procedure shall be developed at each school to relieve teachers for a period of twenty minutes or for the equivalent number of minutes that recess was shortened or eliminated.

4-8. Review of Recess Program. The principal, in conjunction with the Professional Problems Committee, shall review issues related to the implementation of recess, including, but not limited to, the safety and supervision of students, play equipment and

staffing. The Professional Problems Committee shall submit recommendations directly to the principal with copies of the recommendations submitted simultaneously to the Local School Council and the Chief Executive Officer.

4-9. Late Arrival or Early Departure. 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 bargaining unit employee 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 bargaining unit employee assigned to a school present three-fourths or more of the regular working day is considered as having worked a full day.

4-10. Determination of Professional Development Activities. In the spring semester of every school year, the PPLC, or in its absence the PPC, shall develop and formally present recommendations to the principal and the local school council on professional development activities for the school staff for the subsequent school year. The principal shall determine professional development activities for the subsequent school year after hearing the recommendations of and in consultation with the Professional Personnel Leadership Committee, or in its absence the PPC.

4-11. Start of Department Classes. 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.

4-12. Supervision of Students. Teachers assigned to supervise students during their preparation periods shall be provided with an equal amount of time for preparation periods at another time agreed to between the teachers and the principal.

4-13. Half Day Early Childhood and Kindergarten. In order to ensure that early childhood and 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 early childhood and 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.

4-14. Placement of Students Completing Preschool or Kindergarten. The principal shall receive pertinent information from the early childhood and kindergarten teacher and shall have the counsel of the elementary school counselor in the placement of students completing preschool or kindergarten.

4-15. Travel Time. A kindergarten teacher who spends the morning session at one building and the afternoon session at another building shall be given a daily uninterrupted lunch period of forty-five minutes with no work responsibilities exclusive of travel time.

4-16. Non-Teaching Time for Early Childhood and Kindergarten Teachers. At the beginning of each semester, the early childhood and kindergarten teachers shall be scheduled a sufficient amount of non-teaching time, to the extent that the use of teacher assistants employed at the school will permit, to complete registration, including cumulative record cards, registration cards, emergency information cards and transfer records for early childhood and kindergarten students.

4-17. Student Matriculation Dates. All teachers in the early childhood programs should have the same student matriculation dates for entrance and pre-screening procedures.

4-18. The Professional Personnel Leadership Committee shall make written recommendations regarding school safety to the principal and Local School Council.

4-19. Elementary Beginning of School Preparation Periods. The BOARD and the UNION shall consult on elementary schedules for schools that maintain the current student instructional minutes at 360 while providing elementary teachers preparation time at the beginning of the school day.

No later than January 1, 2017, the parties shall agree on model schedules that will allow full-time elementary teachers a minimum of 15 minutes of preparation at the beginning of the school day for a minimum of 71 student attendance days (based on a 178 student attendance day school year; two per week).

Schools shall adopt a schedule in accordance with Articles 4-2 and 5-2. School must implement their first such schedule in SY2017-18 but the UNION and the BOARD shall meet and confer to determine whether some or all schools will implement by the start of the second semester in SY2016-17.

The preparation period will be self-directed.

ARTICLE 5 MIDDLE SCHOOL

5-1. Regular School Day. The regular school day for middle school teachers shall not exceed seven hours with a continuous lunch period of forty-five minutes with no work responsibilities. Teachers' lunch shall not be scheduled before the first scheduled student lunch period and shall not be scheduled after the last scheduled student lunch period. Each teacher's day shall be comprised of no more than 296 minutes of instruction, 15 minutes of non-classroom supervision and 60 minutes of continuous preparation time. Four days each week the teacher's continuous duty-free preparation time shall be self-directed; one day each week this period shall be principal-directed.

5-2. Model Middle School Schedules. The BOARD and the UNION shall develop up to five models for middle school schedules. The models shall be disseminated to the schools by March 1, 2013. The principal, in conjunction with the Professional Problems Committee, shall select two of the models, and the UNION's teacher members shall vote for one of the two and determine the schedule through a secret ballot majority vote.

5-3. Beginning and Ending Times. The day normally shall begin at 8:30 a.m. and end at 3:30 p.m.; however, the principal (or the Chief Executive Officer if appropriate) may change the beginning and ending times after making his or her best effort to achieve the affirmative concurrence of the majority of the classroom teachers.

5-4. Duty Schedules. A duty schedule for all teachers, teacher assistants, school assistants, instructor assistants and interpreter assistants shall be posted in each middle school within one week of the start of each semester or at the regular reorganization time. Any schedule change shall be preceded by a twenty-four-hour notification to the appropriate staff.

5-5. Scheduling of Preparation Periods. Professional preparation periods shall be scheduled from the first instructional day through the last instructional day of the school year.

5-6. Scheduling of Library, and Physical Education Arts Education Programs. Library, physical education and arts education programs in all middle schools shall begin on the first instructional day and continue through the last instructional day of the school year.

5-7. Cancellation or Shortening of Recess Period. In those unusual circumstances where a twenty-minute recess period for the students is not scheduled or is canceled or shortened, a procedure shall be developed at each school to relieve teachers for a period of twenty minutes or for the equivalent number of minutes that recess was shortened or eliminated.

5-8. Review of Recess Program. The principal, in conjunction with the Professional Problems Committee, shall review issues related to the implementation of recess, including, but not limited to, the safety and supervision of students, play equipment and staffing. The committee shall submit recommendations directly to the principal with copies of the recommendations submitted simultaneously to the Local School Council and the Chief Executive Officer.

5-9. Late Arrival or Early Departure. 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 bargaining unit employee 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 bargaining unit employee assigned to a school present three-fourths or more of the regular working day is considered as having worked a full day.

5-10. Determination of Professional Development Activities. In the spring semester of every school year, the PPLC, or in its absence the PPC, shall develop and formally present recommendations to the principal and the local school council on professional development activities for the school staff for the subsequent school year. The principal shall determine professional development activities for the subsequent school year after hearing the recommendations of and in consultation with the Professional Personnel Leadership Committee, or in its absence the PPC.

ARTICLE 6 HIGH SCHOOL

6-1. Regular School Day. 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 435 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 fifty-minute periods, including five teaching periods, and up to thirty-five minutes of passing periods. Any special bell schedule that involves teacher supervision of students shall deduct time spent supervising students from the regular class periods. High school teachers shall have a continuous lunch period of fifty minutes with no work responsibilities, 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. Teachers' lunch shall not be scheduled before the first scheduled student lunch period and shall not be scheduled after the last scheduled student lunch period. Each teacher's schedule shall include seven fifty-minute duty-free, self-directed preparation periods per week. Each teacher's schedule shall include three principal-directed preparation periods per week, which shall be used only for staff development, teacher collaboration, advisory (one per week), department meetings, subject area team meetings and other professional preparation activities.

6-2. Model High School Schedules. The BOARD and the UNION shall develop up to five models for high school schedules. The models shall be disseminated to the schools by December 31, 2012. The principal, in consultation with the Professional Problems Committee, shall select two of the models, and the UNION's teacher members shall vote for one of the two and determine the schedule through a secret ballot majority vote.

6-3. Advisory Periods. 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.

6-4. Consultation with Department Chairs. 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.

6-5. Placement of Students in Advanced Placement and Other Specialized or Leveled Classes. The student, teacher, counselor, administrator and/or programmer shall consult with each other in placing students in advanced placement, specialized or specially leveled classes. The PPC shall discuss and advise the principal when student programming issues are reported.

6-6. World Language Classes. Separate world language classes for native speakers shall be provided where enrollment makes this possible. World language courses for native speakers and levels of world language courses (such as Honors versus Regular or Spanish I versus Spanish II) shall be considered unique lesson preparations, consistent with Article 40-6.

6-7. Determination of Professional Development Activities. In the spring semester of every school year, the PPLC, or in its absence the PPC, shall develop and formally present recommendations to the principal and the local school council on professional development activities for the school staff for the subsequent school year. The principal shall determine professional development activities for the subsequent school year after hearing the recommendations of and in consultation with the Professional Personnel Leadership Committee, or in its absence the PPC.

6-8. Art Facilities. New buildings shall include adequate facilities in all classrooms designated for the teaching of art, including adequate lighting, sinks and cabinet and storage space.

6-9. Mathematics Classrooms. Whenever possible, mathematics classes shall be assigned to rooms with adequate chalkboard and/or dry erase board space and provisions for maps, charts, graphs and other teaching aids.

6-10. Availability of Chorus and Instrumental Music and Science Rooms. The chorus room, instrumental music rooms and science rooms shall be made available to the chorus or instrumental music teacher during his or her preparation period whenever possible.

6-11. Department Meetings. 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.

6-12. Guest Speakers. 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.

6-13. Professional Journals. Professional journals and other publications shall be purchased through the high school library for use in each high school.

6-14. RESERVED.

6-15. Training for Newspaper and Yearbook Sponsors. Whenever funds can be made available, the BOARD shall institute an in-service training program for newspaper and yearbook sponsors.

6-16. RESERVED.

6-17. Materials Service Centers. 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.

6-18. Late Arrival or Early Departure. 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 bargaining unit employee 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 bargaining unit employee assigned to a school present three-fourths or more of the regular working day is considered as having worked a full day.

6-19. Science Laboratory Teachers. High school science laboratory teachers shall not be assigned a division.

6-20. Rehabilitation Surveys. All instrumental music, band or orchestra rooms in high school buildings over ten years old shall be surveyed for rehabilitation.

6-21. World Language Recommendations. Each world language teacher shall submit written recommendations annually to the principal or the principal's designee relative to organization of classes, level and placement of students in language classes.

6-22. Duty Schedules. A duty schedule for all teachers and teacher assistants shall be posted in each high school within one week of the start of each semester. Any schedule change shall be preceded by a twenty-four-hour notification to the appropriate staff.

6-23. Screening and Searching of Students. 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.

6-24. Nomination and Election of Department Chairs. Principals shall solicit the input of department members prior to nominating department chairs. The principal shall nominate one or more candidate(s) in each department to serve as department chairs. The faculty members in that department will conduct a secret ballot vote to elect/confirm the department chairs.

6-25. Maximum Teacher Periods for Certain Teachers. 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.

ARTICLE 7 TEXTS AND SUPPLIES

7-1. Notice of Proposed Appropriations. Within twenty school days after the proposed school budget is received in the school, the principal or the principal's designee shall advise the school's faculty members, subject area or grade level departments and appropriate committees within the school—including the Professional Problems Committee, the Professional Personnel Leadership Committee and text committees—of the total amount of funds proposed for the purchase of texts, instructional materials and supplies under all BOARD funds. The principal or the principal's designee shall provide the faculty and above-listed committees with access to a copy of the proposed school budget and related budgetary documentation.

7-2. Text Committees. Text committees shall be established in each school composed of teachers elected by their peers and may be subject-area specific as appropriate, including, but not limited to, the subjects of English, social studies, mathematics, science, business, foreign language and special education. Text committees shall present written recommendations to the principal and the Professional Problems Committee concerning the purchase of texts and related instructional materials. Any approved text list shall be made available to the schools by February 1 of each school year whenever possible.

7-3. Supply-Purchase Recommendations. On or before a specific date to be established by the Professional Problems Committees and the principal, the Professional Problems Committee may submit, in writing, to the principal or the principal's designee, a suggested list of texts, instructional materials and supplies for students. The Professional Problems Committee shall ensure that recommendations for texts, instructional materials and supplies are specifically solicited from special education teachers, ancillary teachers, bilingual teachers and librarians and incorporated into the overall recommendations submitted to the principal. Text and supply allocations are limited to the available funds.

7-4. Unexpended Funds. Funds for texts, instructional materials and supplies that are ordered and marked "out of stock" and that remain unexpended at the end of the school year shall be added to the local school's regular supply appropriation for the following school year.

7-5. Texts, Instructional Materials and Supplies Distribution and Collection. Teacher-editions of texts, instructional materials, curriculum guides for each subject area and supplies shall be available for distribution to teachers and an assigned classroom with a teacher desk on the first day of teacher attendance of the regular

school year and the summer school session. Student texts shall be distributed no later than the end of the first week of student attendance. School principals shall confer with the Professional Problems Committee on ways to expedite the distribution of texts to students. Collection and inventory of texts shall not be required before the last week of school. Teachers shall keep an accurate account of the educational equipment and materials issued to them for instruction of their classes. The principal shall consult with grade level representatives and/or department chairs (including a special education representative) and PPLC to determine the selection of texts and instructional materials. To the extent possible, each school shall ensure that staff is provided adequate and appropriate technology, current and culturally relevant curriculum guides and materials, both physical and digital copies for their classrooms. All decorations or educational items required by administration for the school classrooms shall be paid for and provided by the school administration.

7-6. Supply Money. Each Fiscal Year, the BOARD shall appropriate sufficient funds to each school or unit to reimburse teachers, counselors, clinicians and speech-language paraeducators up to \$250.00 per employee for instructional supplies and materials, classroom library books and therapeutic materials purchased by them for student instruction and support. Principals and head administrators shall approve the reimbursements in accordance with the procedures developed by BOARD, and such reimbursements shall be paid by the end of the semester in which the receipts were submitted.

ARTICLE 8 PROFESSIONAL DEVELOPMENT TEACHERS AND TEACHER LEADERS

8-1. Professional Development Teachers.

8-1.1. Placement. All professional development 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 36-4.1.

8-1.2. Regular Work Day. The regular work hours of professional development 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 professional development teachers' work day. In every case, however, the total number of hours actually worked by professional development teachers in instructional or professional development schools (including the two ten-minute breaks) shall be 7.5 hours, exclusive of the forty-five-minute lunch period with no work responsibilities. The regular work day for professional development 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 lunch period with no work responsibilities.

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

8-1.4. Reclassification. The BOARD may reclassify professional development 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. Placement. Teacher leaders shall be placed in teacher positions with a value of 1.2, and all such salary is pensionable under Article 36-4.1.

8-2.2. Regular Work Day. Teacher leaders shall work an eight-hour work day exclusive of a forty-five-minute lunch period with no work responsibilities. The eight-hour work day shall include two ten-minute breaks.

8-2.3. Additional Work Hours. 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. Reclassification. 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

9-1. Work Schedule and Work Space. PSRPs 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. The BOARD shall provide adequate work space for all PSRPs, including citywide PSRPs, appropriate to their job duties. The work space shall include, at minimum, a desk, chair, access to a computer, working copiers, printers and telephones.

9-2. PSRP Professional Support and Evaluation Plan. The parties agree that the BOARD shall follow its PRSP Performance Evaluation Guidelines as customized for various employees within the bargaining unit, as it was promulgated on August 1, 2014. Employees who are rated unsatisfactory shall be afforded the remediation opportunity provided in the plan._

9-3. Security After Working Hours. 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.

9-4. PSRP Duties and Responsibilities. 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. 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.

9-5. Transfer Windows. PSRPs may apply to transfer to vacant positions for which they qualify at any time during the school year.

9-6. Governing Policies and Procedures. PSRPs shall continue to be subject to the *Rules of the Board of Education*, applicable BOARD guidelines, BOARD policies and procedures and this Agreement.

9-7. Staff Development. Staff development at the school level shall include professional learning pertinent to the work of PSRPs. The Board and the Union shall form an ad hoc committee to study and make a plan to address staff development needs of the various PSRP job titles.

9-8. Administrative Transfers. Administrative transfers shall be executed promptly by the sending school's principal.

9-9. Advance Step Placement. 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.

9-10. Layoff and Recall. The BOARD's ESP Layoff and Recall Policy will be applied to include criteria for determining bargaining unit employees to be laid off. Except when bargaining unit employees are laid off due to school actions, employees shall be laid off by school unit in the following manner:

The school principal or unit head shall determine the number of positions and which classification(s) within the unit shall be affected. Employees within those classifications will be laid off in the following order:

1. Employees who do not possess the highly qualified status or who do not hold necessary certifications or other qualifications;

2. Employees rated unsatisfactory (i.e., below 1.9 points on current system) in their most recent performance rating.
3. Employees rated developing (i.e., 2.0-2.6 points on the current evaluation system) in their most recent performance rating.
4. All other employees by seniority.

For 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.

9-11. 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.

9-12. Truant Officers. In the event the BOARD hires truant officers, the BOARD and the UNION shall meet promptly to bargain over their terms and conditions of employment.

9-13. School Library Assistants.

9-13.1. Work Orders. School library assistants shall receive work orders only from the principal, the assistant principal or the head teacher-librarian.

9-13.2. Job Duties. School library assistants shall perform work related primarily to the school library and other responsibilities as set forth in their job descriptions. School library assistants shall not be responsible for giving formalized instruction to classes of students.

9-13.3. Professional Development Workshops. 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.

9-14. School Clerks.

9-14.1. Review of Staffing Formula. 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.

9-14.2. Substitute School Clerks. The BOARD will allocate \$300,000.00 each year 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.

9-14.3. Staffing, Student Orientation and Articulation Days. 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 school clerk's regular rate of salary. Every school shall have a school clerk I. Effective with the 2013-2014 school year, school clerks shall be assigned to work three work days more than teachers assigned to their schools which shall be scheduled on the three days before teachers commence the school year. School clerks shall be paid their regular hourly rate of pay on those three days, which are reflected in Appendix A.

9-14.4. Professional Development. 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.

9-14.5. Substitute Coverage. 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. 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.

9-14.6. Training. All school clerks shall be provided necessary training in Kronos, attendance management and internal accounts, as well as the implementation of any new programs or responsibilities that are introduced into the schools and performed by the school clerks. Such training shall be provided annually during normal work hours. When such training is provided, the BOARD shall determine the nature, extent, location and duration of the training.

9-15. Audiometric and Vision Screening Technicians.

9-15.1. Administration of Screenings. Only qualified audiometric and vision screening technicians and temporary audiometric and vision screening technicians shall administer vision and hearing screenings.

9-15.2. Scheduling. When schedules are assigned, ability and qualifications being equal, audiometric and vision screening technicians shall be given preference based on seniority.

9-15.3. Cluster Meetings. Two city-wide or district cluster meetings shall be held annually, one on a professional development day before the start of school year and one on a professional development day at the end of the first semester for

audiometric and vision screening technicians in order to review new procedures and other related matters.

9-15.4. Travel Time. Travel between schools required by the BOARD shall be conducted within the established seven-hour and fifteen-minute duty day.

9-15.5. Changes in Procedures. Audiometric and vision screening technicians shall be informed, in writing, of any procedural changes and recording procedures and any change in the date for submission of time sheets and monthly travel reimbursement applications. Said audiometric and vision screening technicians shall implement and comply with said changes.

9-15.6. Screening Guidelines. 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.

9-15.7. Equipment and Forms. As determined by the Office of Diverse Learner Supports and Services, audiometric and vision screening technicians shall be provided with replacement equipment to the extent possible and printed forms when necessary.

9-15.8. Certifications. Current state certifications for audiometric and vision screening technicians shall be kept on file by the Office of Diverse Learner Supports and Services.

9-16. Teacher Assistants.

9-16.1. Recess Duty. 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.

9-16.2. Crossing Activities. The BOARD, principals and head administrators shall not assign PSRPs to work outside the school traffic zone designated by traffic control barricades or to perform traffic control activities, including setting up barricades. The BOARD, principals and head administrators are not prohibited from requiring PSRPs to escort children across streets adjacent to the school and may require them to carry stop signs. They may also station PSRPs at the street corners within the school zone traffic barricades defining the school zone; however, PSRPs shall not be assigned outside the parameters of the school.

9-16.3. Reclassification of Teacher Assistants. The BOARD shall not reclassify a teacher assistant to a special educational classroom assistant who does not perform diapering and feeding.

9-17. School Assistants.

9-17.1. Recess Duty. 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.

9-17.2. School Assistants Who Become Highly Qualified Under No Child Left Behind Act. School assistants I and II who become highly qualified under the *No Child Left Behind Act* during the term of this Agreement shall be reclassified to teacher assistants I or II (depending on which position they qualify for) after producing Illinois State Board of Education verification of their highly qualified status to the Talent Office and shall be placed on the appropriate step of Grades GB1 or GB2 and shall retain their seniority for all purposes.

9-18. Computer Technicians and Technology Coordinators I, II and III.

9-18.1. Work Space and Equipment. 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.

9-18.2. Professional Orientation Workshops and In-Service Meetings. 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.

9-18.3. Transfers. 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.

9-18.4. Work Orders. Computer technicians and technology coordinators I, II and III shall receive work orders only from the principal and the assistant principal.

ARTICLE 10

[RESERVED]

(formerly COUNSELORS – see Article 20-2)

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, except where an unusual condition exists.

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

11-4. Transfers. 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. Use of Funding. 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 not have received an unsatisfactory summative rating during the preceding school year, and preference shall be given to those who received an excellent or proficient rating as a driver education teacher during the preceding school year.

11-8. Independence Day. 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.

ARTICLE 12 LEGISLATIVE PARTNERSHIP

12-1. Partnership.

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*. The commission shall study, discuss, formulate and submit recommendations to the Chief Executive Officer, the BOARD of Education of the City of Chicago, and UNION President regarding a joint legislative, media, and outreach strategy to advance the shared interests of the BOARD and the UNION and facilitate the passage of legislation in furtherance of those interests, including, but not limited to, additional State funding and alternative revenue options that can be cooperatively pursued. Membership on this commission shall be limited to five individuals appointed by the BOARD and five individuals appointed by the UNION. Said limitations shall not preclude the utilization of appropriate resource personnel.

12-2. Community Schools.

As part of the partnership required by the School Code, the Board shall obtain funding from external agencies and/or in-kind donations to fund between 20 and 55 community schools. Said funding or in-kind donations shall have a value of a minimum of \$500,000 per school annually, which amounts are not to be commingled with district or school funds.

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

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

ARTICLE 13 EXTRACURRICULAR PERSONNEL

13-1. Programs for Advisors of Yearbooks and Related Publications. A high school teacher appointed by the principal as the advisor for the official school yearbook or a newspaper or similar publication, which newspaper or similar publication 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. Priority for Coaching Positions. 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. Activity Calendars. 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. Responsibility for Extracurricular Program. The principal, in consultation with the staff, shall be responsible for the conduct of the entire extracurricular program within the school. Whenever in the estimation of the principal, in consultation with the staff, any of the activities being conducted do not continue to meet the 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. Limitations on Coaching Assignments. 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.

13-6. Compensation for Overlapping Seasons. 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.

13-7. Supervision of Students. 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.

13-8. Coaches of Swim Teams. 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 meets the BOARD's requirements, has 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.

13-9. Parental Permission Procedures. 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 SAFE AND HEALTHY WORK ENVIRONMENT

14-1. Safe and Healthful Working Conditions. Bargaining unit employees shall work under safe and healthful conditions.

14-2. Situations Likely to Cause Serious Harm. When the UNION determines that a situation has arisen that is likely to cause serious physical or emotional harm to

bargaining unit employees, the UNION may bring it to the attention of the Chief Executive Officer who shall assess the situation within three school days. The assessment shall include on-site inspection where appropriate. After performing the assessment, the Chief Executive Officer and the UNION President or their designees shall meet to discuss the situation and explore possible solutions.

14-3. Special Notice for Victims of Violence. In the event of a school-related assault on or battery of 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.

Principals shall immediately report all school-related assaults by telephone, followed by a written or online assault or battery report, to the Department of Safety and Security and to their respective Area Instruction Officer. The member shall receive a copy of the assault or battery 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 is involved in a school-related assault or battery 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 network or other designated regional or area office and the Law Department.

14-4. Special Leave Benefits for Victims of Violence.

14-4.1. Compensation and Medical Benefits. Subject to the credit below, bargaining unit employees whose absences result from a school-related assault or battery 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 accumulated sick days.

14-4.2. Coordination with Workers' Compensation Benefits. 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 Section, 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.

14-4.3. Reporting of Cases of Assault or Battery. Bargaining unit employees shall immediately or as soon as they are able report to the school principal all cases of assault or battery in which they are involved while acting in the course of their employment.

14-4.4. Responsibility to Supply Information and Cooperate in Legal Action. Each bargaining unit employee shall be responsible for supplying any available

information concerning a school-related assault or battery and shall cooperate in any subsequent legal action concerning said incident.

14-5. Emergency Situations. In emergency situations over which the school system has no control (e.g., natural and man-made disasters, fires or criminal behavior) that disrupt schools and/or threaten the safety of bargaining unit employees, students or BOARD property, the UNION agrees to cooperate with the school administration in implementing workable solutions. Upon request of the UNION, the BOARD shall bargain with the UNION over compensation or alternatives for compensation for responding to the emergency.

14-6. Safety Clothing and Equipment. Special clothing and safety equipment used by teachers and required by statute shall be provided by the BOARD.

14-7. Policy on Communicable Diseases. The BOARD policy on the management of communicable diseases, including HIV and AIDS, shall be posted in every school and BOARD facility.

14-8. Reporting Acts of Vandalism. Bargaining unit employees shall report immediately or as soon as possible any acts of vandalism to the principal.

ARTICLE 15 LIBRARIANS: ELEMENTARY AND HIGH SCHOOL

15-1. Staffing Ratio for Librarians. 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. Staffing Ratio for Library Clerks. 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. Assignment of Additional Library Clerical Help. 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. Library Facilities. 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. Primary Student Schedules. 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. Class Size. The number of students attending elementary or middle school libraries shall not exceed the maximum class sizes provided in Article 28 for their appropriate grade levels.

15-7. Use of Library Facilities. If the 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 Professional Problems Committee.

15-8. Elementary Teacher-Librarian Preparation Periods. The program of the elementary teacher-librarian shall be so arranged as to provide for two additional 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. Bulletins. Every effort shall be made by the CPS Department of Literacy: Libraries to send pertinent bulletins explaining library policies, practices and procedures to the teacher-librarians.

15-10. Workshops and In-Service Meetings. 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. Department Chairpersons. 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. High School-Wide Library Program. 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. High School Curriculum Committees. A librarian shall be included on all high school curriculum committees.

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

15-15. Assignment of Duties. 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. 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.

15-16. Storage Facilities. New buildings shall include adequate storage facilities for media equipment. In existing buildings, the BOARD shall provide the necessary storage facilities as funds and space can be made available.

15-17. Teacher Assistants. To the extent that funds can be made available, the BOARD shall provide trained teacher assistants to distribute and maintain media equipment in the elementary school library.

15-18. Trained Media Assistants. Trained media assistants shall be provided in the high school library as soon as funds can be made available.

ARTICLE 16 PHYSICAL EDUCATION TEACHERS

16-1. Time Allotment. The time allotment for physical education classes will be reviewed and clarified by the Physical Education Committee.

16-2. Sponsors of School Safety Patrol. 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. Supervisory Position Applications. Applicants for supervisory positions in the 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 BOARD.

16-4. Scheduling of Successive Classes. Wherever possible, physical education programs shall be planned to avoid frequent attire changes in successive classes. Whenever possible, principals shall seek input of the PE Department Chair on scheduling of PE classes.

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

16-6. Equipment. Equipment shall be available from the supply lists or through special order for all activities in the physical education course of study. The Joint PE committee will determine which, if any, schools lack space in which to store PE equipment in a safe and secure environment and make recommendations on ways to secure equipment.

16-7. Professional Development. Professional development for physical education teachers shall be provided in city-wide or district level meetings during the school day in their subject area.

16-8. Assignment of Duties. 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, 2013, the BOARD shall appropriate the sum of \$225,000.00 to be allocated to schools for supplies and equipment for physical education classes. The per student allocation may be increased as determined by the Chief Executive Officer or his or her designee in consultation with a representative of the UNION.

16-10. Limitations on Classes in Gymnasiums. Principals and head administrators should strive to program no more than one class in any gymnasium at any given time, unless the space provides for the safe separation of the two classes.

ARTICLE 17 PLAYGROUND TEACHERS

In the event the BOARD hires Playground Teachers, the BOARD and the UNION shall meet promptly to bargain over their terms and conditions of employment.

ARTICLE 18 CAREER AND TECHNICAL EDUCATION TEACHERS

18-1. Definition of Career and Technical Education. Career and Technical Education (“CTE”), formerly known as Education-to-Careers (“ETC”) and Practical Arts and Vocational Education (“PAVE”), are organized educational activities offering a sequence of courses that provides students with relevant technical knowledge and skills needed to prepare for further education and careers in current or emerging professions;

- provides technical skill proficiency, which may include an industry- recognized credential, a certificate, or an associate degree;
- includes competency-based applied learning that contributes to the academic knowledge, higher-order reasoning and problem-solving skills, work attitudes, general employability skills, technical skills, work-based learning experiences, and occupation- specific skills.

Career and Technical Education programs are organized as defined by the Illinois State Board of Education and the sixteen (16) nationally recognized Career Clusters

-
- Agriculture, Food & Natural Resources
 - Architecture & Construction
 - Arts, A/V Technology & Communications
 - Business Management & Administration

- Education & Training
- Finance
- Government & Public Administration
- Health Science
- Hospitality & Tourism
- Human Services
- Information Technology
- Law, Public Safety, Corrections & Security
- Manufacturing
- Marketing
- Science, Technology, Engineering & Mathematics (STEM)
- Transportation, Distribution & Logistics

18-2. Advanced Step or Lane Placement.

18-2.1. Prior Work Experience Following Receipt of Bachelor's Degree. A teacher of drafting, industrial arts or unit shop subjects shall be allowed credit for salary step placement 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.

18-2.2. Prior Work Experience With Trade Certificate. A Career and Technical Education teacher with an Illinois State Board of Education Professional Educator License (PEL) with an endorsement in Career and Technical Education, or an Educator License with Stipulations – Career and Technical Educator (ELS(CTE)), or an Educator License with Stipulations – Provisional Career and Technical Educator (ELS(CTEP)) shall be allowed credit for salary step placement for service and experience gained through non-educational industry related employment in a position satisfactory to the Chief Executive Officer.

18-2.3. Lane Placement with Trade Certificate. The present practice of lane placement of teachers employed under a trade certificate will continue.

18-3. Programming. CTE teachers on regular day programs shall not have more than twenty-five teaching periods per week. CTE teachers on an extended day program shall have no more than thirty teaching periods week. The length of classes shall vary from one period to four periods not to exceed twenty-five periods per week or thirty periods per week for extended day programs.

Where administratively possible, no more than one class should be programmed for any CTE area at any given time. The principal shall consult with the CTE department chairperson and CTE teachers in connection with programming. Each CTE teacher, in conjunction with the school counselor and programmer, shall develop a student roster for the next school year. Student participation in CTE programs is to be based on the student CTE high school entrance application and/or student interest activities. Prior to March 1, each department chairperson shall submit written recommendations to the principal or the principal's designee concerning the programming of CTE for the following school year.

18-4. Scheduling of Preparation Periods for Culinary Arts Teachers. Where possible for teachers of culinary arts in the high schools, one or more 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.

18-5. Appropriations. Six percent of each Fiscal Year's Career and Technical Education Improvement and Perkins Grants funds provided by the State of Illinois shall be allocated by teachers, subject to BOARD procurement rules and grant guidelines. The BOARD shall use its best efforts to remove any impediments to timely procurement of materials and equipment.

18-6. Availability of Baseline Materials and Equipment. All CTE labs, shops and classrooms will be given baseline materials and equipment ready to be used on the first day of teacher attendance of the school year that meet industry standards.

18-7. Safety. The BOARD will work with the CTE committee to identify safety issues within CTE programs and to identify ways and means to protect the safety of the students in CTE classes and maintain OSHA compliance.

18-8. Student Conduct Creating Safety Hazard.

18-8.1. Notification of Principal. Whenever a CTE teacher 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 CTE teacher shall immediately notify the principal or the principal's designee, requesting exclusion of that student, stating in writing the reasons therefore.

18-8.2. Exclusion. 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 CTE related shop or laboratory environment.

18-8.3. Investigation and Disposition. The principal or the principal's designee shall immediately investigate the matter. Based on the findings of the investigation and a conference with the CTE teacher and other appropriate members of staff, as

determined by the principal, the principal shall determine the disposition of the matter.

18-9. Cooperative Education.

- 18.9.1 Cooperative Education must be taught by Cooperative Education teachers in approved Career and Technical Education programs authorized by the Office College and Career Success.
- 18.9.2 All teacher-coordinators for Cooperative Education programs are required to have a valid Illinois Career and Technical Education educator license, 6 semester hours in Administration and Organization of cooperative education, and 2,000 hours of paid work experience.
- 18.9.3 Special needs teacher-coordinators of Cooperative Education programs such as Work Experience and Career Exploration program (WECEP), Early School Leaver, and Secondary Transition Education Program (STEP) shall have a valid Illinois educator certificate, 6 semester hours in Administration and Organization of cooperative education, and 2,000 hours of paid work experience.
- 18.9.4 Credentials for all Cooperative Education teachers will be reviewed and approved by the Career and Technical Education in accordance with rules set by the Illinois State Board of Education as outlined in the State of Illinois Cooperative Education Handbook dated June 2009.

18-10. RESERVED

18-11. Workforce Council. The BOARD and the UNION will work cooperatively through co-sponsorship for the establishment of an educational manpower council or to join a similar established council. The council will be represented as a goal by the ten largest employment sectors in the metropolitan area with representatives from the business community, other educational institutions, labor organizations and state and local governments to identify workforce needs within the Chicago metropolitan area to ensure that CTE curricula and programs are aligned to those needs.

18-12. CTE Teacher Credentials. The parties agree that the CTE teachers must keep current in their content areas and industry credentials in order to maintain their positions. If the BOARD seeks to require that the current CTE teachers increase their credentials (other than staying current in their content area or industry certifications) in order to qualify for their current positions, the BOARD will meet with the CTE Committee or other UNION designees to bargain over the impact of changes in such requirements. In accordance with CTE policies and procedures, and where funds are available, CTE will support CTE teachers' training for obtaining previously approved credentials. CTE will support CTE teachers training for obtaining previously approved credentials. Credentials for all cooperative education teachers will be reviewed and approved by the Department of Career and Technical Education in accordance with *Illinois State Board*

of Education Rules and Regulations as outlined in the State of Illinois Cooperative Education Handbook.

18-13. Cooperative Education Teachers. Each cooperative education teacher shall have communication service available when necessary to contact employers concerning job opportunities for students enrolled in cooperative education.

18-14. School Actions. In the event a school action (as defined in Appendix H) occurs at a school with a CTE program, the BOARD will bargain with the UNION over the impact of the action on the CTE teachers teaching in that program.

18-15. Placement of Students. Prior to February 15, each Career and Technical 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 Career and Technical 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 CTE cooperative program teacher shall be given the highest priority.

18-16. Extended Day for Cooperative Education Teachers.

Cooperative Education Teachers in approved Career and Technical Education programs authorized by the Office of College and Career Success working outside the contractual day to conduct workplace observations shall be paid their base salary plus twenty percent of their base salary. Funding is to be covered by the school.

18-17. Cooperative Work Training Teachers.

Twenty days past the second semester, Career and Technical Education or the Office of College and Career Success shall deliver to the principal, or the principal's designee, those students identified as eligible to participate in Cooperative Education for the next school year. The teacher shall develop a student roster from the eligibility list. Each cooperative work training teacher shall have telephone service available when necessary to contact employers concerning job opportunities for students enrolled in the cooperative work training program.

18-18. Career and Technical Education General.

18.18.1 Career and Technical Education Teachers in approved Career and Technical Education programs teaching 6 periods per day shall be paid their base salary plus twenty percent of their base salary. Funding is to be covered by the school.

18.18.2 CTE programs opened by a school with the support of Career and Technical Education must remain in effect for a minimum of 5 school years before consideration to close the program is considered, except for financial reasons.

18.18.3 School Administrators shall consult with the school LSC prior to closing a CTE program. CTE programs shall not be closed or removed from schools without prior approval of the Chief Officer of College and Career Success or designee. The Chief Officer of College and Career Success or designee shall advise and consult with the Union prior to approving the closure of a CTE program.

ARTICLE 19 ACADEMIC CALENDAR

19-1. Professional Development Days. The BOARD shall provide bargaining unit employees with ten paid professional development days per year, which shall be scheduled during or contiguous with the school year. The BOARD may schedule professional development days in full or half-day increments. Principal-directed professional development days shall be aligned to the Learning Forward Professional Learning Standards (including time for active engagement, collaborative cultures, whole school team collaboration, and/or individual based learning, etc.). Teachers shall have a duty-free lunch period on professional development days.

19-2. Professional Development Days Prior to Report Card Pick-Up. The following Professional Development days shall be designated as teacher-directed: the first Friday of Teacher Attendance; the third quarter professional development day, and the professional development day following the last day of student attendance. All other professional development days, including flex days, shall be fully principal-directed.

19-3. Work Days Before Start of School Year. Teachers and school clerks authorized by BOARD action to work before the start of a new school year shall be paid at the teacher's or school clerk's regular hourly rate of salary.

19-4. Regular Academic Calendar.

19-4.1. 208-Day Academic Calendar. Teachers and PSRPs on a 208 paid day academic calendar will be scheduled for 190 work days (including 10 professional development days if applicable), 10 paid vacation days and 8 paid holidays.

19-4.2. 228-Day Academic Calendar. Teachers and PSRPs on a 228 paid day academic calendar will be scheduled for 209 to 210 work days (including 10 professional development days if applicable), 10 paid vacation days and up to 9 paid holidays.

19-4.3. 248-Day Academic Calendar. Teachers and PSRPs on a 248 paid day academic calendar will be scheduled for 229 to 230 work days (including 10 professional development days if applicable), 10 paid vacation days and up to 9 paid holidays.

19-4.4. 52-Week Academic Calendar. Teachers and PSRPs on a 52-week paid day academic calendar will be provided the same professional development days if applicable and the same vacation benefit (commonly based on years of service) and paid holidays (commonly up to 11 paid holidays) as administrators.

ARTICLE 20 CLINICIANS

20-1. General Provisions.

20-1.1. Definitions.

20-1.1(a). *Teacher Clinicians Defined*. For the purposes of this Article, clinicians are defined as all full-time certified or licensed employees who hold School Service Personnel certifications under Article 21 of the *Illinois School Code* in the following titles: counselor, certified school nurse, school psychologist, school social worker, case manager or individuals assigned case management responsibilities, speech pathologist, occupational therapist, and physical therapist.

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

20-1.2. Teacher clinician Regular School Day

20-1.2(a). *Elementary and Middle Schools*. The regular school day for clinicians assigned to any elementary or middle school (including schools operated by entities other than the BOARD) shall be seven hours with a continuous lunch period of forty-five minutes with no work responsibilities.

20-1.2(b). *High Schools*. The regular school day for clinicians assigned to any high school (including schools operated by entities other than the BOARD) shall be seven hours and fifteen minutes with a continuous lunch period of forty-five minutes with no work responsibilities.

20-1.3. Teacher Clinician Preparation Periods. Each clinician's school day shall include sixty minutes of continuous duty-free preparation time. Four days each week the clinician's preparation time shall be self-directed; one day each week this period shall be directed by the principal or the clinician manager, as appropriate.

20-1.4. Content of Professional Development. The BOARD shall provide relevant professional development to clinicians to promote positive student and school

outcomes. Professional development shall include, but not be limited to, training on new BOARD-managed initiatives and changes to IMPACT and other BOARD hardware and software computer applications. The BOARD shall survey clinicians' professional development needs annually. All clinicians shall receive training for all computer programs required to complete their work.

20-1.5. Receipt of Tentative Schedules. Clinicians shall receive their tentative schedules no later than May 15.

20-1.6. Teacher Clinician Responsibilities. In programming and directing the work of Office of Diverse Learner Supports and Services clinicians, 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.

20-1.7. Work Space and Equipment for Clinicians. Clinicians shall be provided with appropriate work space to include a desk, chair and testing tables; a computer; a locking file cabinet with a key; direct access to working copiers, printers and telephones for follow up calls; testing environments that are heated and well ventilated; and necessary supplies, including file folders, paper clips and envelopes to store professional protocols. The Office of Diverse Learner Supports and Services shall inform principals annually at the beginning of the year about clinician work space needs in writing. A copy of this written transmission shall be submitted to the City-Wide Professional Problems Committee at the first meeting. Work space allocated to clinicians shall provide appropriate privacy for the administration of tests (in accordance with CPS-allocated test requirements and state and national standards) and confidential discussions and shall be as free from noise and interruption as the educational program and the school facility permits. The Office of Diverse Learner Supports and Services shall conduct a survey to be distributed to clinicians before the end of September each school year to ascertain whether the work space conditions are adequate as defined in this article. A process to remediate the situation shall be determined by the Clinician Professional Problems Committee with the Office of Labor Relations and the administrators of Office of Diverse Learners Services and Supports._

20-1.8. Filling Vacancies. Vacancies in clinician positions shall be filled based upon city-wide needs. First consideration for such vacancies shall be given to those clinicians who have expressed a desire to transfer. Experience shall be a consideration. The final decision as to the transfer shall be made by the Office of Diverse Learner Supports and 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.

20-1.9. Travel Time. Clinicians who travel from one school to another during the noon hour shall be allowed seventy-five minutes including lunch for travel time.

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

20-1.11. Caseloads for City-Wide Itinerant Teachers and Service Providers. Caseloads for city-wide itinerant teachers and service providers shall be established by the Office of Diverse Learner Supports and 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, the nature of cases and other relevant matters. Caseloads for city-wide itinerant teachers and service providers shall be assigned on as equitable a basis as possible.

20-1.12. Licensure Compliance. The Board and the Union recognize that clinicians are licensed by the state and must abide by state and federal laws and regulations. The Board will not take any action to jeopardize the professional licensure of clinicians.

20-2. Counselors.

20-2.1. Testing.

20-2.1(a). *Elementary and Middle Schools.* Wherever possible, no more than forty students shall be tested at any one time.

20-2.1(b). *High Schools.* Wherever possible, no more than eighty students shall be tested at any one time.

20-2.2. Professional Orientation and Staff Development. A professional orientation meeting for counselors shall be held once each year during the regular school day. The BOARD shall also conduct one annual staff development workshop for counselors to review the duties and responsibilities of counselors. School administrators shall schedule beginning of the year activities requiring counselor involvement so that said activities do not prevent counselors from attending beginning of the school year all staff orientation and professional development. The BOARD shall provide counselors with additional release time for professional development specific to counseling during the school day and year.

20-2.3. Elementary Staffing Formula.

20-2.3(a). *General Objective.* 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.

20-2.3(b). *Allocation.* All elementary schools shall be allocated a 1.0 elementary school counselor position.

20-2.4. New Buildings. New buildings shall include adequate space to conduct interviews and meetings and provide counseling for students.

20-2.5. Guidance Staff Lists. A list of schools with the names of principals and counselors shall be sent to each elementary and high school for the guidance staff.

20-2.6. Counselor Duties. 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, the principal and the Professional Problems Committee.

20-3. School Psychologists.

20-3.1. Work Year.

20-3.1(a). School psychologists employed in the Office of Diverse Learner Supports and Services prior to December 16, 1967 have had the option of working ten school months (forty weeks), eleven school months (forty-four weeks), twelve school months (forty-eight weeks) or twelve calendar months. Subsequent to December 16, 1967, all school psychologists newly assigned to the Office of Diverse Learner Supports and Services and all school psychologists who elected to convert from twelve calendar months to twelve school months shall be employed on a twelve-school-month basis.

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

Effective September 6, 1976, all newly appointed school psychologists and all provisional and temporarily certificated school psychologists shall be employed on a ten-school-month (208-day) basis. All school psychologists currently

employed on a twelve-school-month (52-week) basis or on an eleven-school-month (248-day) basis shall be given the opportunity to convert to a ten-school-month (208-day) basis. Election to convert shall be final and cannot subsequently be changed at the request of the employee.

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

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

20-3.2. Pay Schedule. 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 Talent Office will receive the monthly increment set forth in Appendix A-2C in addition to their base salaries.

20-3.3. Proof of Credentials. Psychologists shall furnish the Talent Office 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.

20-4. School Social Workers.

20-4.1. Work Year.

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

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

All newly appointed school social workers and all provisional and temporarily certificated school social workers shall be employed on a ten-school-month (208-day) basis. All school social workers currently employed on a twelve school-month (52-week) basis shall be given the opportunity to convert to a ten-school-

month (208-day) basis. Election to convert shall be final and cannot subsequently be changed at the request of the employee.

20-4.1(b). School social workers continuously employed in the Office of Diverse Learner Supports and Services since on or before December 31, 1976 on a 248-day work year schedule (or its previous equivalent of forty-eight weeks) shall maintain their 248-day work year schedule, unless they voluntarily elect to transfer to a position with a lesser work year. At the beginning of each school year, the BOARD shall provide to the UNION a list of school social workers who have continuously held 248-day positions since on or before December 31, 1976 and whose 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 (208-day) basis. All school social workers currently employed on a twelve-school-month (52-week) basis who convert to a ten-school-month (208-day) basis shall not be entitled to return to a twelve-school-month (52-week) work year schedule.

Employment of ten-school-month (208-day) 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.

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

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

20-5.2. Protocols and Supplies. The BOARD shall provide to all clinicians the number of protocols in proportion to the number of students and schools that they are assigned to service. The BOARD shall make those protocols and supplies available for distribution to all clinicians on the first day of attendance for clinicians.

20-6. School Nurses.

20-6.1. Work Year.

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

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

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

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

20-6.2. Supervision. The school nurse and the health assistants assigned to a school are under the supervision of the principal or nurse manager, as appropriate. 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.

20-6.3. Professional Orientation. 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.

20-6.4. Salary Adjustments.

20-6.4(a). All newly appointed school nurses shall receive credit on the teacher salary schedule for full-time nursing experience subsequent to receipt of a bachelor's degree in the manner provided under the provisions of Article 38-1 of this Agreement.

20-6.4(b). 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: 08-0123-PO1).

20-6.5. Internships for Health Service Nurses. 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.

20-6.6. Clerical Assistance. School nurses shall be provided with clerical assistance in consultation with and approval of the principal.

20-6.7. Missed Lunch. Licensed Practical Nurses and Health Service Nurses who work through their regularly scheduled lunch period shall be permitted to schedule it at another time during the day, including at the end of the day.

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

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

20-9. Counselors, Clinicians and Special Educators Case Management Responsibilities. By no later than the start of the 2017-18 school year, the Board shall no longer require school counselors, clinicians and special educators to perform case management responsibilities. The Board and Union shall form a committee to recommend to the CEO how to implement this provision.

ARTICLE 21
SPECIAL EDUCATION TEACHERS

21-1. Definition of Special Education Teacher. The phrase “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.

21-2. Temporarily Assigned Teachers. Temporarily assigned teachers with a minimum of eight semester hours of approved credit in special education may replace TATs with no training in special education.

21-3. Lane Advancement. Appointed teachers and temporarily assigned teachers 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 area 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 temporarily assigned teacher to revert to the appropriate lane of the salary schedule and, further, it shall be the responsibility of the teacher to notify the BOARD of such termination.

21-4. Submission of Applications. Teachers who possess the necessary qualifications for possible assignment in the area of special education are encouraged to submit applications for such assignment.

21-5. Development of Individualized Education Program. The educational and extracurricular program of a student with disabilities shall be developed by the Individualized Education Program team in accordance with the student’s Individualized Education Program. The IEP team shall make least restrictive environment (LRE) decisions based on the students’ strengths and needs.

21-6. Meetings Among Clinicians. Clinicians (e.g., school psychologists, school social workers, speech language pathologists, school nurses, physical therapists, occupational therapists and/or other district resource personnel) shall be provided time to meet every other week with special education teachers during the school day during a principal-directed preparation period for consultation regarding their students. Clinicians 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.

21-7. In-Service Meetings. One full-day or two half-day in-service meetings per year for all special education teachers shall be scheduled on professional development days. Such meetings shall be held on an area, district, assignment or similar basis to discuss educational, medical and other topics related to their assignments. After consultation with and consent of the school principals, special education teachers may elect between district-wide or locally provided PD when they are offered on the same day.

21-8. New High School Special Education Teachers of Students with Cognitive Disabilities or Autism. New special education teachers of high school students with cognitive disabilities or autism 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.

21-9. Student Referrals. A high school or elementary school special education teacher shall refer a student with cognitive disabilities or autism 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.

21-10. Grants. 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.

21-11. Duties Expected of Special Education Faculty. In directing the work of a special education teacher, a principal shall ensure that the special education teacher is not assigned any duties not related to school special education services. Disagreements over this Section shall be resolved by the special education teacher, the principal and the Professional Problems Committee.

21-12. Faculty Meetings. The principal and special education teacher, including the department chair if any, shall adopt a reasonable schedule for department or grade level faculty meetings to ensure the special education teacher is able to maintain an equitable distribution of resources across such departments or grade levels and to minimize any undue burden on the special education teacher. After consultation with and with the consent of the school principal, special education teachers may elect to collaborate with other special education teachers or clinicians during weekly grade-level meetings.

21-13. Work Load for Special Educators and PSRPs.

21-13.1. Development of Work Load Plan. In accordance with Sections 226.730 and 226.735 of the *Illinois State Board of Education Rules and Regulations*, as they read on June 30, 2015, the BOARD shall develop, in cooperation with the UNION, a plan specifying limits on the work load of its special education teachers to ensure that all services required under the students' Individualized Educational Programs, as well as all needed ancillary and support services, will be provided at the requisite level of intensity. This plan shall include a procedure for special education teachers to report when they believe their work loads do not comply with the plan and shall contain a method for expeditiously and efficiently resolving any non-compliance. By January 1, 2013, through the parties' Special Education and Case Management Committee, the parties shall review and assess the plan as required by this Section, and the plan shall be amended as necessary or appropriate based on the review and assessment of such committee.

21-13.2. Limitations on Work Load. Bargaining unit employees who work with students with disabilities shall not be required to exceed case loads, class sizes, limits on ratios of students with disabilities to general education students and limits on ratios of students with disabilities to teachers and PSRPs as required under law.

21-14. Individualized Education Program Meetings. Individualized Education Program meetings may be scheduled before, during or after the school day. Bargaining unit employees required to attend such meetings before or after the school day shall be paid their regular instructional hourly rates of pay. Principals are encouraged to use available Cadre substitutes and day-to-day substitutes to provide coverage for teachers participating in such meetings.

21-15. Training and Resource Materials. The BOARD shall ensure that special education teachers have access to training and resource materials regarding the preparation of Individualized Education Programs. Such materials may be available online. At the beginning of each school year, the BOARD shall advise all special education teachers of the training and resource materials available and shall ensure such teachers are informed of how to access such materials.

21-16. Release Time to Compete Individualized Education Programs. Principals may use Cadre substitute teachers to provide release time to special education teachers for the purpose of completing Individualized Education Programs.

21-17. American Sign Language Interpreters. In schools with students with disabilities whose Individualized Education Programs 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 hourly rate of pay. The regular day for sign language interpreters shall be seven hours and forty-five minutes with a continuous duty-free lunch period and no work responsibilities. Each interpreter's school day shall include 45 minutes of continuous duty-free preparation time. Four days each week, the interpreter's preparation time shall be self-directed. On day each week this period shall be directed by the principals or the interpreter supervisor for interpreter related preparation or duties, e.g., IEP meetings and/or collaboration with the IEP team.

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

21-19. Special Education Student Ratio. When a student's IEP calls for services in a general education classroom, the student must be served in a class that is composed of students of whom at least 70 percent are without IEPs, that utilizes the general curriculum, that is taught by an instructor certified for general education, and that is not designated as a general remedial classroom.

ARTICLE 22 Itinerant Teachers

22-1. Regular School Day. The regular school day for Deaf and Hard of Hearing Itinerants, Assistive Technology Itinerants, Augmentative Communication Itinerants, Early Childhood SPED Itinerant teachers, Home/Hospital Teachers, and itinerant teachers of the Visually Impaired shall be seven hours, with start and stop times aligned to the schools they are assigned to, with a continuous duty-free lunch period of 45 minutes and a 60 minute preparation period daily, and four days of self-directed and one day of principal or clinician manager directed time per week.

22-2. Geographic Area. To the extent possible, the Board shall assign itinerant teachers within a designated geographic area.

22-3. Secure Storage. School administrators shall provide itinerant teachers working in their schools a secure location to store their belongings while they are in the building.

ARTICLE 23 CLASSIFICATIONS OF TEACHERS

23-1. Appointed Teachers. Appointed teachers are full-time teachers who are on a tenure track or who have attained tenure in accordance with Section 34-84 of the *Illinois School Code*.

23-2. Appointed Tenured Teacher. An appointed tenured teacher is a full-time certified teacher who has successfully completed the probationary period required by Section 34-84 of the *Illinois School Code* or who has been reappointed with tenure in accordance with BOARD policies and procedures.

23-2.1. Dismissal for Cause. The BOARD may dismiss appointed tenured teachers for cause in accordance with Section 34-85 of the *Illinois School Code* and BOARD policies and procedures, subject to the provisions of this Agreement.

23-2.2. Displacement, Lay Off or Honorable Termination. The BOARD may displace, lay off or honorably terminate appointed tenured teachers during or at the end of the school year in accordance with the law and BOARD policies and procedures, subject to the provisions of this Agreement.

23-3. Probationary Appointed Teacher. A probationary appointed teacher ("PAT") is a full-time certified teacher who is in the process of completing the probationary period defined in Section 34-84 of the *Illinois School Code*.

23-3.1. Dismissal. The BOARD may dismiss PATs for misconduct during or at the end of the school year consistent with BOARD policies and procedures, subject to the provisions of this Agreement.

23-3.2. Displacement, Lay Off or Dismissal. The BOARD may displace, lay off or dismiss PATs during or at the end of the school year in accordance with the law and Board policies and procedures, subject to the provisions of this Agreement.

23-3.3. Renewal or Non-Renewal. The BOARD may non-renew a PAT for the following school year and dismiss the PAT at the end of the current school year as provided in this Section, Article 39 and the teacher evaluation plan. If a PAT's performance for the school year is rated as "excellent" or "proficient," the PAT shall be renewed for the following school year, but such renewal shall not be a guarantee of employment for the following school year. In the event a PAT's rating is projected to be less than "proficient" and the PAT is recommended for non-renewal for the following school year, the BOARD shall provide the PAT with written notice in private by June 1 of the current school year. A PAT whose final rating is less than "proficient" shall be afforded the opportunity to submit a resignation within ten days of receipt of the rating or projected rating, and the resignation will be effective no earlier than the end of the school year. If the PAT resigns, the BOARD agrees to maintain the PAT's health insurance coverage through August. Any notice of non-renewal shall provide the reason(s) for the non-renewal. PATs who are non-renewed are eligible to apply for open teaching positions.

23-3.4 Reappointment within Ten Months. 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.

23-4. Attainment of Tenure for PATs Appointed Before July 1, 2013.

23-4.1. Probation Period. PATs shall be appointed on a school-year basis in accordance with this Article. Notwithstanding the provisions of Section 34-84 of the *Illinois School Code* and Article 39, PATs who achieve three years of consecutive satisfactory service shall be afforded all rights received by tenured teachers under Section 34-85 of the *Illinois School Code* and Article 39. Effective July 1, 2013, for the purposes of this paragraph only, "satisfactory" service shall be defined as an annual summative rating other than "unsatisfactory."

23-4.2. Notice. A PAT who is completing his or her first or second year of probationary service shall receive written notice by May 10 as to whether the teacher will be non-renewed for the following school year. A PAT who does not receive such notice shall be deemed reappointed for the following school year.

23-4.3. Notice in Final Probationary Year. A PAT who is completing his or her final year of probationary service prior to earning tenure shall receive written notice by May 10 as to whether or not the teacher will be reappointed for the following school

year. A PAT 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.

23-5. Attainment of Tenure for PATs Appointed On or After July 1, 2013.

23-5.1. Expedited Tenure Track. For a PAT in full-time service who is appointed on or after July 1, 2013 and who receives ratings of “excellent” during his or her first three school terms of full-time service, the probationary period shall be three school terms of full-time service.

23-5.2. Out of District Transfer Tenure Track. For a PAT in full-time service who is appointed on or after July 1, 2013 and who had previously attained tenure in another school district in this State or in a program of a special education joint agreement in this State as defined in Section 24-11 of the *Illinois School Code*, the probationary period shall be two school terms of full-time service, provided as follows: the teacher voluntarily resigned or was honorably dismissed from the prior school district or program within the three-month period preceding his or her appointment date with the BOARD; the teacher’s last two ratings in the prior school district or program were at least “proficient” and were issued after the prior school district’s or program’s implementation date under the *Performance Evaluation Reform Act*; and the teacher receives ratings of “excellent” during his or her first two school terms of full-time service with the BOARD.

23-5.3. Regular Tenure Track. For a PAT in full-time service who is appointed on or after July 1, 2013 and who has not attained tenure after two or three school terms of full-time service as provided in this subsection, the probationary period shall be four school terms of full-time service, provided that the teacher receives a rating of at least “proficient” in the last school term and a rating of at least “proficient” in either the second or third school term.

23-5.4. Effective Tenure Date. A PAT who receives the necessary ratings to attain tenure after two, three or four school terms of full-time service as provided in this subsection shall be appointed as a tenured teacher and be entitled to the rights afforded to tenured teachers effective the first day of the school term following the school term in which he or she received the final rating necessary to attain tenure. The attainment of tenure as provided in this paragraph shall not be a guarantee of employment for the school term following the school term in which he or she received the final rating necessary to attain tenure.

23-5.5. “School Term” Defined. As used in this subsection, “school term” means the academic calendar established by the BOARD pursuant to Section 10-19 of the *Illinois School Code* that specifies the opening and closing dates of the school year, and “full-time service” means the teacher has actually worked at least 150 days during the school term.

23-5.6. Reappointment to Tenure Track. PATs who become part-time will resume their position on the tenure track where they left off once reappointed to a full-time position if they have remained continuously employed by the District. PATs who are non-renewed shall not be considered as suffering a break in service for purposes of attaining tenure if they are reappointed within ten months of their non-renewal.

23-6. Assigned Teachers. Assigned teachers are certified teachers employed on a temporary or part-time basis and not on a tenure track.

23-6.1. Temporarily Assigned Teacher. A temporarily assigned teacher ("TAT") is a certified teacher who is employed on a full-time temporary basis to provide class coverage when the teacher appointed to a position is on a leave of absence. When a TAT is assigned to a position for a teacher on leave and that position becomes vacant, the TAT shall be appointed to such position within ten days of the date on which the position became a vacancy. A TAT who is rated and subsequently appointed to the position in which they were rated will have the rating count towards the purpose of attaining tenure, provided that he or she while serving as a TAT satisfied the requirement of working a school term of full-time service in such position.

23-6.2. Cadre Substitute. A Cadre substitute is a certified teacher who is employed on a school-year basis and who is assigned to work only on student attendance days. A principal may permit a Cadre substitute to work on professional development and report card pick-up days, provided that the local school pays for the cost of such service.

23-6.3. Day-to-Day Substitute. A day-to-day substitute is a teacher who is either a certified teacher or a teacher certified to substitute teach and who is employed in accordance with the *Illinois State Board of Education Rules and Regulations*. Day-to-day substitutes are employed on a temporary daily basis to provide class coverage when the teacher assigned or appointed to a position is absent. Day-to-day substitutes are employees who have no guarantee of continued employment.

23-6.4. Part-Time Teachers. A part-time teacher is a certified teacher who is assigned to work less than the full-time schedule worked by school-based appointed 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 (e.g., 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.

23-6.5. Retired Teachers. The BOARD may employ and assign retired teachers as day-to-day substitutes for no more than one hundred school days during the school year and shall pay such teachers the rate paid to day-to-day substitutes. The BOARD shall compensate such retired teachers in accordance with Appendix A-1L. Such retired teachers shall not be eligible for any other benefits provided to bargaining unit employees under this Agreement. The BOARD agrees that the employment and assignment of retired teachers shall not result in the displacement of any appointed or assigned teacher.

23-6.6. Provisional Cadre Substitutes. A provisional cadre substitute is a teacher with day-to-day substitute teacher credentials who is employed on a school year basis and who is assigned to work only on student attendance days. A principal may permit a Provisional Cadre Substitute Teacher to work on professional development and report card pick-up days, provided that the local school pays for the cost of such services. A provisional cadre substitute who obtains a full teacher licensure shall be reclassified as a Cadre substitute teacher.

ARTICLE 24 SUMMER SCHOOL

24-1. Applications. Each year summer school employment applications (including for Drivers Education) 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.

24-2. Selection Process of Teachers.

24-2.1. Assignments to all summer schools shall be made in the following order: (A) appointed teachers certified in the subject matter or grade level within the school; (B) 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; (C) TATs; (D) Cadre substitutes; and (E) day-to-day substitutes.

24-2.2. 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. Summative ratings may be a consideration.

24-2.3. 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 certificates; (B) tenured teachers with special education certificates or endorsements and then non-tenured teachers with special education certificates or endorsements 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.

24-3. Deadline for Assignments of Teachers. Assignments to regular summer school positions shall be made ten school days prior to the end of the school year.

24-4. Selection Process of PSRPs.

24-4.1 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. Summative ratings may be a consideration.

24-4.2. When summer school programs are so designated as on-going in accordance with Article 24-6, 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. Summative ratings may be a consideration.

24-4.3. In order to provide continuity of service, one of the regular school clerks regularly assigned to a 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.

24-4.4. Deadline for Assignments of PSRPs. To the extent possible, assignments for summer school employment for other bargaining unit employees shall be made by June 1.

24-5. Lists of Teachers and PSRPs Assigned to Summer School Positions. The BOARD shall establish and promptly provide to the UNION a list of teachers and other bargaining unit employees assigned to summer schools during the summer school sessions within ten days after the date summer school assignments are made under the provisions of Article 24.

24-6. Exceptions. Any exception to Articles 24-2.1, 24-2.2, 24-4.1, and 24-4.2 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 of each year.

**ARTICLE 25
HOLIDAYS**

25-1. Holidays. During the term of this Agreement, the BOARD shall recognize eight paid holidays per academic year.

25-2. Holidays during Regular Academic Calendar.

25-2.1. 208-Day Academic Calendar. Teachers and PSRPs on a 208 paid day academic calendar will be scheduled for 190 work days (including 10 professional development days if applicable), 10 paid vacation days and 8 paid holidays.

25-2.2. 228-Day Academic Calendar. Teachers and PSRPs on a 228 paid day academic calendar will be scheduled for 209 to 210 work days (including 10 professional development days if applicable), 10 paid vacation days and up to 9 paid holidays.

25-2.3. 248-Day Academic Calendar. Teachers and PSRPs on a 248 paid day academic calendar will be scheduled for 229 to 230 work days (including 10 professional development days if applicable), 10 paid vacation days and up to 9 paid holidays.

25-2.4. 52-Week Academic Calendar. Teachers and PSRPs on a 52-week paid day academic calendar will be provided the same professional development days if applicable and the same vacation benefit (commonly based on years of service) and paid holidays (commonly up to 11 paid holidays) as administrators.

**ARTICLE 26
PERSONAL DAYS**

26-1. Award of Personal Days to Active Employees. On July 1, 2012 and each July 1 thereafter, the BOARD shall award active full-time employees three paid personal days for use during the Fiscal Year to attend to the employee's personal business. Personal days unused upon separation from employment or on June 30 of each Fiscal Year shall be forfeited. Personal days awarded to employees on or after January 1, 2012 and before June 30, 2012 shall remain in the employee's personal day bank. If such personal days are unused by December 31, 2012, the unused days shall be rolled over into the employee's retained sick day bank defined in Article 37.

26-2. Pro Rata Award to New Hires. Full-time employees with fewer than twelve months of service with the BOARD shall be granted personal days as follows:

Appointment Date	Number of Personal Days
July 1 through September 30	3

Appointment Date	Number of Personal Days
October 1 through March 31	2
April 1 through May 31	1
June 1 through June 30	0

26-3. Consecutive Use of Personal Days. Employees may use personal days on three successive days.

**ARTICLE 27
CLASS COVERAGE**

27-1. Day-to-Day Substitutes.

27-1.1. Staffing. The BOARD shall hire and maintain sufficient day-to-day substitutes 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.

27-1.2 List of Day-to-Day Substitutes. The BOARD agrees to maintain a list of day-to-day substitutes who wish to make themselves available for work.

27-1.3 Day-to-Day Substitutes Availability to Work. 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.

27-2. Cadre.

27-2.1. Establishment of Cadre and Assignments of Cadre Substitutes. 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 early childhood centers, elementary schools, middle schools, upper grade centers and high schools.

27-2.2. Employment Criteria. The Talent Office shall establish criteria to be used in the selection and retention of Cadre and Provisional Cadre substitutes. The Cadre and Provisional Cadre substitutes selected by the BOARD shall be employed on all student attendance days during the time they are assigned to the Cadre other than on the final day of the school year. Said Cadre and Provisional Cadre substitutes

shall be continuously available to perform substitute service. Further, they shall accept all assignments in any and every school.

27-2.3. Eligibility to Become TATs. 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 38-2.

27-2.4. Recruitment of Cadres and Provisional Cadre Substitutes. The Board shall recruit and maintain a pool of Cadre and Provisional Cadre Substitutes which, in combination with the Day-to-day Substitute Pool, is sufficient to cover the classes of absent teachers. These efforts shall include recruiting candidates for Cadre or Provisional Cadre Substitutes from:

- (1) the Teacher Quality Pool;
- (2) displaced, laid off, honorably terminated and non-renewed tenured and probationary teachers;
- (3) existing day-to-day substitutes;
- (4) student teachers; and
- (5) qualified external applicants.

27-2.5. Compensation and Benefits. Cadre substitutes shall be paid the daily rate set forth in Appendix A-1J. 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.

27-2.6. Notice to Potential Cadre and Provisional Cadre Substitutes. If the BOARD does not have a sufficient number of Cadres and Provisional Cadres under Article 27-2.4, the BOARD will notify individuals of an opportunity to join the Cadre and Provisional Cadre as follows:

- (1) Individuals in the Teacher Quality Pool at least once prior to the start of each school year and once after 20th day staff reductions;

- (2) Day-to-Day Substitutes at least once prior to the start of each school year and again if they are still not employed after the 20th day staff reductions;
- (3) Individuals in the Cadre at or near the conclusion of their Cadre service;
- (4) Non-renewed PATs immediately upon or immediately after their non-renewal;
- (5) Displaced or honorably terminated teachers upon displacement or honorable termination.

27-3. Using Appointed Teachers or TATs to Provide Class Coverage. The BOARD agrees, in principle, that no teacher shall be requested to assume responsibility for students from classrooms of absent teachers when substitutes are unavailable. In elementary schools, middle schools, education and vocational guidance centers and high schools, at no time should special education classes nor special programs, such as library, physical education, shop, TESL, bilingual or special reading classes, be discontinued so that substitute service may be performed by teachers of these programs, except in the case of emergencies, in which case the above teachers shall be subject to last call after available non-teaching certificated personnel have been assigned.

27-4. Reporting Absences. 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.

27-5. Rescheduling of Preparation Periods Due to Class Coverage. 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. 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 by the end of the next academic quarter following, or by the last day of teacher attendance that school year, whichever occurs first, to the extent practicable. Effective with the 2017-2018 school year and thereafter, if cancelled self-directed preparation periods are not made up in accordance with this Article, they shall be considered lost. The BOARD shall pay the teacher for the lost preparation period at his/her regular hourly rate no later than the start of the next school year.

27-6. Class Coverage During In-Service Meetings and Workshops. 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.

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

27-8. Bilingual Substitutes. 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.

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

27-10. Class Coverage List. At the beginning of each school year, and as necessary thereafter, the school principal or his/her designee, in consultation with the PPC, shall create and post an ordered list of emergency class coverage for classroom and special program teachers, under which they shall be assigned coverage on a rotating basis.

27-11. Staffing System Errors. No substitute teacher shall be penalized for time errors generated by the BOARD's substitute staffing system (currently AESOP). The BOARD shall report school start times accurately on the substitute staffing system.

ARTICLE 28 CLASS SIZE

28-1. BOARD Policy. Section 301.2 of the *Chicago Public Schools Policy Manual* (Class Size) (Board Report: 10-0615-PO1) (Date Adopted: June 15, 2010) shall provide 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 that will 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 (if any) 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-student 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 during the school year and will include the following:
- a. a listing of the names of the schools where space is available;
 - b. 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 ORGANIZATION¹

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

English (regular, honors and advanced 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 sizes 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 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 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

¹ One of the responsibilities of all high school teachers is to work to improve reading skills of all students in all subject areas.

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 is 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 the alterations will be provided to the UNION at least 45 calendar days prior to implementation.

28-2. Enforcement of BOARD Policy on Class Size. Section 301.2 of the *Chicago Public Schools Policy Manual* (Class Size) shall be enforced only through the joint BOARD-UNION Class Size Monitoring Process established in Article 28-3.

28-3. Class Size Monitoring Process. One or more joint BOARD-UNION panels shall be established to monitor concerns regarding class size brought to its attention by the UNION. Each panel shall be composed of up to two former teachers, up to two former principals and a representative of the Office of Employee Engagement and shall meet on a bi-weekly basis. When the panel investigates a referral from a school, the panel shall promptly notify the Local School Council, and a parent representative chosen by the Local School Council may join the panel. 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. Support for Over-enrolled K to 2 Classes. Effective second semester school year 2016-17 and each school year thereafter, a teacher assistant or instructor assistant will be assigned to kindergarten, first grade, or second grade classrooms that have 32 or more students enrolled on 10th day. The teacher assistant or instructor assistant shall assist in core instruction and may be shared with more than one classroom, provided the assistant is present for all instruction. The Board will implement this provision for the second semester of the 2016-17 school year.

The Board shall provide \$6 million each Fiscal Year to fund the costs associated with providing the teacher assistant. The Board shall provide an additional \$1 million each Fiscal Year, which may be utilized for assistants or other means to reduce class size in those classrooms.

ARTICLE 29 EMPLOYEE DISCIPLINE

29-1. Employee Discipline. The BOARD, the Chief Executive Officer and their respective designees shall discipline employees only for just cause.

29-2. Discipline of and Disciplinary Procedures for Appointed Teachers, Temporarily Assigned Teachers and PSRPs.

29-2.1. Progressive Discipline Defined. The parties embrace the concept of progressive and corrective discipline for employees. Progressive discipline is a systematic approach to correct unwanted behavior and deter its occurrence by administering disciplinary actions based upon various factors, including but not limited to: (a) the seriousness of the misconduct; (b) the number of times it has occurred; (c) prior acts of misconduct; (d) the attitude and cooperation of the employee; (e) the employee's work history; and (f) the totality of the circumstances. Toward that end, the following disciplinary process and forms of discipline shall be used for appointed teachers, temporarily assigned teachers and PSRPs.

29-2.2. First Step – First Warning Notice (Corrective Action Notice). The principal or head administrator invites the employee to a private meeting in writing to have a formal conversation to discuss the particular discipline matter. The meeting is between the principal or head administrator and the employee. After the meeting,

the principal or head administrator will serve the employee with a First Warning that memorializes the meeting, the nature of the misconduct and sets forth the improvement needed. The First Warning shall be issued within ten school days of the meeting. If the employee disagrees with the First Warning, the employee may submit a written rebuttal, which shall be included in the employee's disciplinary file and copied to the UNION, and which will be reviewable should the discipline be escalated to a Final Warning in Lieu of Suspension or dismissal decision.

29-2.3. Second Step – Second Warning Notice. In the event that the employee commits the same unwanted behavior after being afforded a reasonable period of time for correcting the behavior but within twelve months of the delivery of a First Warning, the principal or head administrator shall serve the employee with the Pre-Meeting Second Warning notice and any supporting documents that evidence the misconduct. This notice also sets a date and time for a private meeting to occur between the principal or head administrator and the employee. After the meeting, if appropriate, the principal or head administrator will serve the employee with a Second Warning that memorializes the meeting, the nature of the misconduct and sets forth the improvement needed. The Second Warning shall be issued within ten school days of the meeting. If the employee disagrees with the Second Warning, the employee may submit a written rebuttal, which shall be included in the employee's disciplinary file and copied to the UNION. Second Warnings are not reviewable except in the context of a review of a Final Warning in Lieu of Suspension or dismissal decision.

29-2.4. Third Step – Final Warning in Lieu of Suspension. In the event that the employee commits the same unwanted behavior after being afforded a reasonable period of time for correcting the behavior but within twelve months of the delivery of a Second Warning Notice, the principal or head administrator shall serve the employee with the Pre-Meeting Final Warning in Lieu of Suspension notice and any supporting documents that evidence the misconduct. This notice also sets a date and time for a private meeting to occur between the principal or head administrator and the employee. After the meeting, if appropriate the principal or head administrator will serve the employee with a Final Warning in Lieu of Suspension that memorializes the meeting, the nature of the misconduct and sets forth the improvement needed. The Final Warning in Lieu of Suspension will be issued within ten school days of the meeting.

29-2.5. Fourth Step – Dismissal. The Chief Executive Officer or the BOARD may dismiss an appointed teacher or a temporarily assigned teacher when he or she fails to adhere to a Final Warning In Lieu of Suspension or when he or she engages in misconduct for which dismissal is the appropriate discipline. When a principal, head administrator or Chief Executive Officer seeks dismissal of probationary appointed teachers or temporarily assigned teachers, the BOARD shall afford the employee with a pre-dismissal conference in the Talent Office of Employee Engagement before making a final decision or recommendation to dismiss is made. If the Chief Executive Officer seeks discharge of a tenured teacher, the Chief Executive Officer shall follow the requirements of Section 34-85 of the *Illinois School Code*.

29-3. UNION Representation. In all steps of progressive discipline, if the employee chooses to have UNION representation at the meeting, it is the employee's responsibility to contact his or her UNION representative and secure his or her attendance at the meeting. An employee requesting UNION representation will be allowed a reasonable amount of time to secure representation before the disciplinary meeting begins. When a UNION representative is present at a disciplinary meeting, the principal or head administrator shall have the right to have an observer present as well.

29-4. Review of Discipline – Appointed Teachers and Temporarily Assigned Teachers. Within fifteen school days of its receipt by the employee, appointed teacher and temporarily assigned teacher Warnings in Lieu of Suspension shall be submitted to mediation under Article 3-9, if requested by the UNION. The mediation panel and procedures outlined in Article 3-9 shall be employed when the UNION requests mediation, except that the neutral mediator shall issue a final and binding decision resolving the dispute if the parties are not able to reach agreement on a resolution.

29-5. Review of Discipline and Dismissal for PSRPs. Non-probationary PSRP Warnings in Lieu of Suspension may be submitted to mediation under Article 3-9 exclusively upon request of the UNION. Non-probationary PSRP dismissals shall be submitted to grievance arbitration under Article 3-10 if requested by the UNION, or alternatively, shall be submitted to mediation under Article 3-9, exclusively upon request of the UNION. The mediation panel and procedures outlined in Article 3-9 shall be employed when the UNION requests mediation, except that the neutral mediator shall issue a final and binding decision resolving the dispute if the parties are not able to reach agreement on a resolution.

29-6. Professional Administration of Disciplinary Policies and Procedures. In all steps of progressive discipline, all persons shall treat the others with dignity and respect. The principals or assistant principals shall not reprimand a teacher or other bargaining unit employee in the presence of his or her colleagues, other teachers and bargaining unit employees, students or parents. Reprimands and criticism shall be made only in a place ensuring privacy.

29-7. Notices to Employee and UNION. When a bargaining unit employee receives a pre-meeting notice or disciplinary action, a copy of the notice or principal's discipline summary shall be promptly provided to the bargaining unit employee and the UNION.

29-8. Anonymous Complaints. The BOARD shall not issue discipline to any bargaining unit employees based solely on an anonymous complaint.

29-9. Stale Discipline. The BOARD shall not rely on active employees' records of disciplinary action for any labor relations purposes, nor shall such records be shown or indicated to principals by the BOARD, three years after the issuance of the disciplinary action, provided that nothing in this Section shall be construed to prevent or limit a principal from relying on or viewing any disciplinary records of former employees seeking to be rehired as BOARD employees.

**ARTICLE 30
STUDENT DISCIPLINE**

30-1. Discipline Referrals.

30-1.1. Request for Exclusion from Class. 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*.

30-1.2. Completion of Uniform Student Discipline Referral Form or Alternative Platform for Referring Students. 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 the uniform student discipline referral form or alternative platform for referring students. Said written statement via the discipline referral form or alternative platform for referring students shall include a summary of any informational background or prior action taken by the teacher relative to the student's behavioral problems.

30-1.3. Reinstatement of Student. 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. Conference Following Three Written Referrals. 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 or is required by law, 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. Commencement of Disciplinary Procedures. 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. Notification of Police. 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 or battery 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. Student Disciplinary Records. 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. Improvement of Disciplinary Policies and Procedures. The BOARD, through its principals and other administrators, agrees to work with bargaining unit employees, 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. Responsibility for Maintaining Student Discipline. All other bargaining unit employees 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. Availability of Disciplinary Policies and Procedures. 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
LABOR-MANAGEMENT COOPERATION COMMITTEE

31-1. Labor-Management Committee Meetings. For the purpose of maintaining communications between the parties, and to discuss any relevant subject of mutual concern, but excluding specific grievances, proposed changes to the Agreement, and specific matters covered by a different committee process, the parties will hold Labor Management Committee meetings on a quarterly basis. The Committee will consist of appropriate representatives of the UNION and appropriate representatives of the Board, including representatives from the Department of Human Resources/Labor Relations, the Law Department, the Office of Budget and Management, relevant operating departments, and other appropriate representatives, as needed. Relevant subjects of mutual concern to be discussed may include matters formerly handled by the Committee on Continuous Process Facilities, the Labor Management Training Committee, and the Emergency Call Out Plans Committee.

31-2 Health Care Plan. The BOARD and the UNION agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective June 30, 2013 and thereafter in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- Bio-metric Screening
- Health Fairs
- Weight Management Program
- Utilization Management
- Subscriber Share for Hospital Bills and Co-insurance
- Open enrollment: Comprehensive Communication and Outreach Strategies.
- Prescription Coverage.
- Vendor Performance Management.

ARTICLE 32
HEALTH CARE BENEFITS PROGRAM

32-1. Health Benefits Provided. Except as provided for in Appendix B, the BOARD shall provide for each full-time teacher or other bargaining unit employee 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. Health Benefits During Leave. The BOARD shall provide the applicable coverage for teachers and other bargaining unit employees granted a leave for illness under the provisions of **Board Rule 4-12** or **4-13** and other bargaining unit

employees 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 employees 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 and other bargaining unit employees granted a Parental Leave of absence under Article 33-7.1 or **Board Rule 4-12** for a maximum of five calendar months. Such continued coverage is subject to the provisions of Appendix B.
- C. 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 of the plan design attached hereto as [Appendix E](#), subject to the terms of this Agreement.

32-1.2.

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. Mammography Coverage. All employee health plans shall include coverage for annual physicals and routine and diagnostic mammography in accordance with the Affordable Care Act. This coverage shall not require payment of a deductible.

32-1.4. Infertility Coverage. 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.

32-2. Change of Insurance Carriers. In consultation with the LMCC, the BOARD has conducted an RFP process for Insurance Carriers for the Benefit Plans Described herein and in Appendixes B and E for implementation on January 1, 2017. 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.
- 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 UNION 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 number 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 3-10 of the Agreement on an expedited basis.

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

32-4. Job-Related Accidents or Injuries. 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. Civil Unions. Partners in a civil union or qualified domestic partners of bargaining unit employees who were designated as qualified domestic partners prior to February 1, 2016 are entitled to the same benefits as are available to the spouses of bargaining unit employees.

32-6. Health Care Reopener. This Agreement shall be reopened to further discuss the health plan 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 the 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 benefit (calendar) year for any individual plan (*i.e.*, HMOI, UHC HMO, BCBS PPO, UHC PPO or UHC PPO with 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 benefit (calendar) 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. 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.

32-7. Wellness Program.

32-7.1. Creation of Program and Employee Benefits Handbook. The BOARD shall create a Wellness Program as a feature of its health care plan ("Plan") for employees and their covered spouses, civil union partners or domestic partners (collectively referred to as "covered individuals"). The Wellness Program shall be set forth in the Employee Benefits Handbook ("Handbook"), which shall govern its operations, the terms and conditions of enrollment, opt-out elections and involuntary exclusions from the program. The Handbook shall govern the terms and conditions of the program exclusively, and its dispute resolution procedures shall be used exclusively to resolve disputes between the BOARD and covered individuals. The Wellness Program and Handbook shall be reviewed by the LMCC and shall not be modified without approval from the LMCC.

32-7.2. Enrollment. Effective January 1, 2013, all covered individuals who enroll in the Plan will either opt-in or opt-out of the Wellness Program; an employee who fails either to opt-in or opt-out or fails to participate in the Wellness Program to reduce health risk factors as provided in this Article will pay the contribution differential described in Article 32-7.5. The BOARD shall develop procedures for individuals to opt-out of the Wellness Program, and opt-out decisions will be made at the time of enrollment or at the BOARD's annual Benefits Open Enrollment.

32-7.3. Elements of Wellness Program. The Wellness Program will be designed as follows: (a) provide annual and periodic health risk questionnaires and biometric assessments for covered individuals by a medical professional; (b) create a wellness plan for covered individuals; (c) require that covered individuals participate in wellness activities to the extent required by the Wellness Program; and (d) create

incentives and disincentives for behaviors that are inconsistent with good health and wellness.

ARTICLE 33 LEAVES OF ABSENCE

33-1. Leave Policies and Procedures. The BOARD's policies and procedures governing paid and unpaid leaves of absence are set forth in the *Rules of the Board of Education* and the *Chicago Public Schools Policy Manual*, except as may be modified by this Agreement.

33-2. Leaves for TATs. 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.

33-2.1. 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.

33-2.2. 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.

33-2.3. 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 Talent Office 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.

33-3. Personal Illness Leaves for Appointed Teachers. Personal illness leaves may be extended to a maximum of twenty-five school months for appointed teachers.

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

33-5. Travel or Study Leave. 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)**.

33-6. Conference Leave. Bargaining unit employees, 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.

33-6.1. When a bargaining unit employee 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 Talent Office 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 Talent Office.

33-6.2. Bargaining unit employees 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.

33-7. 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.

33-7.1. Parental Leave.

- A. A teacher may request leave for the purpose of caring for his or her newborn child. Maternity leave benefits are provided through the short-term disability plan. Paternity leave benefits shall be established and modeled after the City of Chicago's paternity leave plan and shall be incorporated into this Agreement.
- 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 the 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.

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

33-7.2. 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.

33-7.3. A teacher on child-rearing leave may be permitted to serve as a day-to-day substitute at the daily rate paid such a 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.

33-8. Extended Day Programs. 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**.

33-9. Notification to Principal of Return. 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.

33-10. Workers' Compensation Act. Appointed teachers and PSRPs who are on a personal illness leave due to an injury that 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.

33-11. Personal Illness Leave. 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.

33-12. Sabbatical Leave. There shall be no moratorium on sabbatical leaves of absence during the term of this Agreement.

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

A request for extended sick leave must be directed to the Director of Employee Engagement 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 Talent Officer whose decision shall not be subject to further review.

ARTICLE 34 PERSONNEL FILES

34-1. Examination of File. Upon written request by the bargaining unit employee, the employee shall be permitted to examine or to make a copy of his or her personnel file in the presence of a BOARD representative. Additionally, upon request, the BOARD shall provide bargaining unit employees with a printout of electronic personnel information in accordance with applicable law. 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 Talent Office at these particular times.

34-2. Grievance Matters. No matters pertaining to the grievance procedure shall be included in the bargaining unit employee'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.

34-3. Derogatory Statements. No derogatory statement about a bargaining unit employee originating outside of the Chicago public school system shall be placed in the employee's personnel file, provided, further, that any official report or statement

originating within the Chicago public school system may be placed in the employee's personnel file only if the employee is sent a dated copy thereof at the same time. The employee may respond and such response shall be attached to the filed copy.

34-4. Exchange of Documents Prior to Conferences. No material shall be used in any formal action against any bargaining unit employee, when summoned to a conference in the Office of Employee Engagement, which has not been made available to the bargaining unit employee in advance of said conference. Any material to be used by the UNION or bargaining unit employee shall be presented to the Office of Employee Engagement in the same manner.

34-5. Inclusion of Materials Submitted by Teachers. 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.

34-6. Advance Notification of Subject of Conferences. Bargaining unit employees 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 employee. The employee shall be responsible for notifying the UNION. This procedure shall not apply to unsatisfactory evaluation conferences which are covered under Article 39.

34-7. Conferences with Parents and Community Representatives. Bargaining unit employees 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 employee 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 FILLING VACANT POSITIONS

35-1. Vacant Position Defined. A vacant position is defined as a budgeted position to which no employee is appointed or assigned and for which an educational program exists.

35-2. Posting of Vacant Positions. The BOARD shall post vacant positions in the bargaining unit in accordance with a regular schedule adopted by the BOARD, and the UNION shall have online access to all such postings. The posting shall at a minimum include a description of the duties of the position, the qualifications required for the position, the location of the position if available and the salary range for the position.

New and vacant positions shall be posted in a prominent place in the school for ten school days prior to the application deadline.

35-3. Selection Criteria. Unless otherwise required by law or this Agreement, a principal or head administrator shall select candidates to fill vacant positions based on qualifications, certifications, performance ratings if any, relevant experience, merit and ability and without consideration of seniority or length of service.

35-4. Teacher Transfer Periods. Teachers may transfer effective the second semester of the school year without the consent of their current principal only when the Talent Office 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 principal only when the Talent Office 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.

35-5. The principal shall notify teachers in encumbered and interim positions, in writing, prior to posting or advertising said positions. This procedure shall also apply to new and vacant positions in the school.

35-6. Any otherwise qualified PSRP shall be eligible to apply for any advertised position.

**ARTICLE 36
SALARIES AND OTHER COMPENSATION**

36-1. Salaries, Compensation and Remuneration Provisions. The annual salaries of all bargaining unit employees and all other provisions governing compensation and remuneration are set forth in the salary schedules and provisions attached hereto as Appendix A. Such salary schedules and provisions contained in Appendix A are hereby made a part of this Agreement.

Salary schedules will receive a cost of living adjustment in the following percentages on July 1st of the corresponding fiscal year:

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

2019	2.5%	Yes
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Teachers and PSRPs hired on or after January 1, 2017 will not receive pension pick-up.

Salary schedules for teachers and PSRPs hired on or after January 1, 2017 shall be created which shall phase-in increases to base salary over current base salary of 3.5% effective January and an additional 3.5% effective July 1, 2017. All bargaining unit employees hired on or before December 31, 2016 shall maintain the pension pick-up without change per the predecessor agreement.

NEW – The parties will meet to develop a full description of step and lane advancement to be added to the Agreement.

36-2. Conversion of Salary to Hourly Rate. For the purpose of prorating an employee's salary to an hourly rate, no distinction shall be made between elementary, middle and high school teachers or clinicians. Hourly rates shall be determined by using 7 hours as the base length of the day and 6.25 hours as the base duty day, regardless of the fact that high school teachers have a 7.25-hour base length of the day and a 6.42-hour base duty day.

36-3. Payroll Procedures.

36-3.1. Payroll Cycle. All bargaining unit employees shall be on the same payroll cycle.

36-3.2. Payroll Periods. A payroll period is a fourteen-calendar-day period commencing on a Sunday and ending on the second Saturday following such Sunday. Bargaining unit employees shall be paid for each payroll period on the Friday that follows thirteen days after the end of such payroll period.

36-3.3. Pay Plan. Effective beginning with the 2013-2014 work year, the BOARD shall cease its deferred pay plan. The BOARD shall develop a transition plan by December 31, 2012 and shall bargain with the UNION over the impact of the transition, including the impact on employees in Track E schools. All deductions shall be prorated over each payroll period over the course of the work year. The BOARD and the UNION shall develop and implement an employee communication and resources plan to assist employees who plan to establish personalized deferred pay accounts with their own banks or financial institutions that will allow them to direct a portion of their compensation into a savings or other account to be available during unpaid break periods.

36-3.4. Payroll Schedule. For each Fiscal Year, the BOARD shall publish a payroll schedule that will reflect the pay dates for each payroll period and a concomitant schedule for deductions.

36-3.5. Payroll Corrections. Principals and head administrators shall submit payroll corrections immediately upon verification of a payroll error. Salary adjustments shall

be remitted to the teacher as soon as practicable and no later than the next payroll period.

36-4. Pension Pick Up.

36-4.1. Amount of Pick Up. The BOARD shall pick up for each teacher and other bargaining unit employee a sum equal to seven percent of the amount due each such employee as set forth in this Article and in the annual salary schedules set forth in Appendix A-1A through A-1D and A-1F through A-1H (except for Appendix A-1K(i) and A-3E) 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).

36-4.2. Claim to Funds Picked Up. 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.

36-4.3. Indemnification. 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 employee 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.

36-5. 2.2% Pension Legislation. Commencing with Fiscal Year 2000, the additional pension contributions of teachers as a result of the "2.2% legislation" shall be made on a pre-tax basis pursuant to Section 414(h) of the *Internal Revenue Code*. For the purposes of Section 414(h) of the *Internal Revenue Code*, 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 36-4.1.

36-6. Step and Lane Adjustments.

36-6.1. Prior Teaching Experience Within CPS. 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 Talent Office.

36-6.2. Prior Teaching Experience Outside CPS. 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 Talent Office.

36-6.3. Lane Placement Following Receipt of Degree. 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 Talent Office. 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 Talent Office. 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 Talent Office.

The annual increment for National Board Certified Teachers 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 Talent Office. 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.

36-6.4. Responsibility for Submitting Claims and Documentation. 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 Talent Office 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: 08-0123-PO1) shall rest with the teacher.

36-6.5. Acknowledgement of Receipt of Claim. The BOARD 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 BOARD with a stamped, self-addressed envelope.

36-6.6. Lane Placement. 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 BOARD. 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 BOARD. A reviewing committee set up by the BOARD 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.)

36-7. PSRP Bonus. Effective February 1, 2016, the PSRP bonus shall be eliminated and effective July 1, 2016, \$200 shall be added to PSRPs' base salary.

36-8. Bonus for PSRPs Who Become Highly Qualified Under *No Child Left Behind Act*. The BOARD shall pay a one-time non-pensionable \$1,000.00 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 Talent Office.

36-9. Direct Deposit. All employees are required to utilize direct deposit for the payment of their salaries and other compensation. The BOARD shall provide a written explanation of a payroll adjustment or change on the direct deposit advice where such adjustment or change occurred. The direct deposit advice shall identify the employee's lane or grade and step placement and the employee's total number of unused sick days. _

36-10. Transportation Allowance Payments. Transportation allowance payments shall be received no later than the twenty-first day of each month.

36-11. After-School Rate of Pay.

36-11.1. Non-Instructional Rate of Pay. Except as provided in Appendix A-3F, any bargaining unit employee employed in an after-school program in a non-instructional capacity shall be compensated at the rate of \$37.60 for the 2012-2013 school year, \$38.35 for the 2013-2014 and \$39.11 for the 2014-2015 school year. Such compensation shall not be subject to pension pick up.

36-11.2. Instructional Rate of Pay. Any bargaining unit employee employed in an after-school program in an instructional capacity shall be compensated at the rate of \$43.78 for the 2012-2013 school year, \$44.65 for the 2013-2014 school year and \$45.54 for the 2014-2015 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.

36-12. Teacher Retirement Program. Article 36 shall be amended as follows: CPS will offer an early retirement incentive to teachers who are eligible to retire and who submit their retirement notice on or before March 31, 2017 with an effective retirement date of June 30, 2017 provided that a minimum of 1500 teachers who are currently eligible to retire participate. The incentive program will be a one-time non-pensionable lump sum bonus payment equal to the teachers years of CPS service (not including fractions of years), times \$1500, payable by December 31, 2017. If the minimum isn't met, the teacher will be allowed to rescind the retirement notice.

36-13. PSRP Voluntary Separation Program. Article 36 shall be amended as follows: CPS will offer a voluntary separation incentive to PSRPs who have 10 years of CPS service and who submit their resignation notice on or before March 31, 2017 with an effective retirement date of June 30, 2017 provided that a minimum of 600 PSRPs who are currently eligible to participate. The incentive program will be a one-time non-pensionable lump sum bonus payment equal to the PSRP's years of CPS service (not including fractions of years), times \$750, payable by December 31, 2017. If the minimum isn't met, the PSRP will be allowed to rescind the retirement notice.

36-14. Budgetary Adjustments. The Board will continue the practice and formula in effect for the school 2014-15 school year (or its equivalent) during the term of this agreement with respect to budgetary adjustments for schools that have higher than the average teacher salaries so as not to disadvantage those schools due to higher teacher salaries.

High-cost teacher offset. The BOARD shall augment school budgets at those schools with higher-than-average teacher salaries according to the following method: On March 1st, the BOARD shall calculate the district-wide average cost of all staffed teacher positions that are funded with SBB or its equivalent under another method and then calculate the average cost of staffed SBB (or equivalent) teachers for each school. If this average cost at any school exceeds the district-wide average, the school will receive a teacher salary adjustment. The amount of the adjustment is calculated by multiplying the difference between the school's average teacher cost and the District's average teacher cost, multiplied by the number of staffed SBB teachers at the school.

ARTICLE 37

SICK DAYS AND SHORT-TERM DISABILITY LEAVE

37-1. Sick Days Granted On and After July 1, 2012. On July 1, 2012, and each July 1 thereafter, the BOARD shall grant eligible employees one sick day per month, up to twelve sick days per year, based on their anticipated active employment for the next school year. Sick days granted on and after July 1, 2012 that are unused at the end of the Fiscal Year will not be carried over to the next Fiscal Year, except as provided in Article 37-3. The BOARD shall not pay out to any employee the value or any part of the

value of any sick days granted on and after July 1, 2012 that are unused at the time the employee separates from employment for any reason.

37-1.1. Sick Day Pay. The pay for one sick day shall be calculated by multiplying the number of hours the employee is assigned per day by his or her regular hourly rate of pay.

37-1.2. New Employee Eligibility. New employees are not eligible for sick days during the first sixty calendar days of their employment. After this sixty-day period, such employees shall accrue and be granted sick days retroactive to their dates of appointment.

37-2. Longevity.

37-2.1. Teachers. The BOARD shall credit teachers who are at Step 13 on the salary schedule and who 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.

37-2.2. PSRPs. Effective July 1, 2008 and thereafter, the BOARD shall credit PSRPs who are at Step 6 on the PSRP salary schedule and who 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.

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

37-4. Unused Sick Day Banks Earned Prior to July 1, 2012. Bargaining unit employees shall retain any bank of unused sick days that the bargaining unit employee accumulated prior to July 1, 2012 in a "retained sick day bank." Employees may use days from their retained sick day bank for the purposes set forth in Article 37-3. Up to 325 retained sick days earned from BOARD employment prior to July 1, 2012 and left unused in the retained sick day bank at the employee's resignation, retirement or death shall be paid out at the employee's rate of pay at the time of the employee's separation based on the following qualifying events and in the following percentages:

Qualifying Event	Percentage of Accumulated Sick Leave To Be Paid Out
Resignation or retirement with 33.95 or more years of service	100%
Resignation or retirement with at least 20 but less than 33.95 years of service	90%
Resignation or retirement at age 65 with less than 20 years of service	85%
Employee's Death	100%

An employee who qualifies for a payout pursuant to this Article based upon his/her age and/or years of service and who is laid off shall be afforded a period of twelve (12) months from the date of his/her layoff, or last day in the Reassigned Teacher Pool (whichever is later) to a resignation or retirement in order to qualify for a payout.

37-5. Short-Term Disability Leave. Effective January 1, 2013, the BOARD shall establish a short-term disability and paid maternity leave plan for employees at no cost to employees who are eligible for health care benefits.

37-5.1. Benefits. The short-term disability policy shall provide disability benefits for employee illness in excess of ten consecutive days (including maternity leave days) as follows: (a) one hundred percent of the employee's regular full-time pay for the first thirty calendar days of the employee's disability and/or maternity leave; (b) eighty percent of the employee's regular full-time pay for calendar days thirty-one through sixty of the employee's disability and/or maternity leave; and, (c) sixty percent of the employee's regular full-time pay for calendar days sixty-one through ninety of the employee's disability and/or maternity leave.

37-5.2. Eligibility for Short-Term Disability and Paid Maternity Leave Benefits. Employees are eligible for short-term disability if they satisfy the following requirements: (a) they have been employed for at least sixty calendar days; (b) they have not exhausted ninety paid calendar days of short-term disability or maternity leave in the preceding twelve-month period; (c) they have exhausted all sick days allotted for the year; (d) they have submitted a qualifying medical certification of their disability or maternity; (e) they are not receiving worker's compensation, victims of violence leave or long-term disability benefits for the disability; and (f) they satisfy any other eligibility requirements to qualify for the benefit approved by the LMCC, which approval shall not be unreasonably withheld.

37-5.3. Employee Benefits During Paid Short-Term Disability Leave. Employees on short-term disability leave may continue their employee benefits [e.g., health, dental, life, or 403(b)] on the same terms as if they were actively employed. Deductions shall be made from short-term disability payments for those benefits.

37-5.4. Coordination with FMLA and Supplemental FMLA Leaves of Absence. Short-term disability leaves and any period of sick leave used immediately preceding the short-term disability leave period run in parallel with qualifying FMLA leaves of absence. Time spent on a short-term disability leave of absence shall count towards the maximum number of days or weeks of FMLA or Supplemental FMLA leaves of absence.

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

ARTICLE 38 TAT SALARY ADJUSTMENT & DISPLACEMENT

38-1. Salary Adjustments for TATs.

38-1.1. TATs with Temporary Certificates. 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: 08-0123-PO1) 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 Talent Office. The Talent Office 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 Talent Office with a stamped, self-addressed envelope.

38-1.1(a). *Submission of Claim for Experience Within CPS.* 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 Talent Office 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 Talent Office.

38-1.1(b). *Submission of Claim for Experience Outside CPS.* 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 Talent Office. 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.

38-1.2. TATs with Regular Teaching Certificates. 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: 08-0123-PO1) 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 Talent Office. 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.

38-1.3. Responsibility for Submitting Claim and Documentation. 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.

38-2. 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:

38-2.1. TATs so released shall be reassigned, effective the first day of student attendance of the school year, or thereafter, by the Talent Office 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) or A-1J(ii). Released TATs serving in the Cadre shall be given the opportunity to apply and be interviewed for vacant positions throughout the school year. The Talent Office 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.

38-2.2. 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 23-6.1. 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 23-3.

38-2.3. 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 27-2. 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.

ARTICLE 39 TEACHER EVALUATION

39-1. Evaluation Plan and Procedures.

- A. The BOARD and the UNION agree with the following goals and purposes for teacher evaluation:
 - 1. To build principals' and/or teachers leaders' expertise in observing and analyzing instruction and supporting teacher development.
 - 2. To engage teachers in reflection and self-assessment regarding their own performance.
 - 3. To provide teachers with information and guidance to inform their development.

- B. The BOARD adopted an evaluation plan and procedures ("the evaluation plan") on March 29, 2012. That plan was implemented effective with the start of the 2012-2013 school year, and has remained in place since, with year-to-year amendments through the Joint Teacher Evaluation Committee not inconsistent with the collective bargaining agreement. The BOARD shall share with the UNION members of the Joint Committee a draft of the REACH handbook no later than June 30th of each year and the BOARD and UNION members of the Joint Committee shall try to reach consensus on the language before the BOARD publishes the handbook on or about August 1st.

- C. The Joint Teacher Evaluation Committee ("Joint Committee") shall continue its collaboration. The Joint Committee shall consist of five members selected by the UNION and five members selected by the

BOARD. The Joint Committee shall meet at least one day per month during the regular school year to discuss and come to agreement on issues related to the teacher evaluation plan implementation that may arise during the term of this Agreement. The Joint Committee shall establish rules surrounding the use of local criteria in evaluation, and no local criteria shall be used or given weight until those rules are established. After a student survey pilot in school year 2013-2014, the Joint Committee shall also determine whether student surveys shall be used as a component of the teacher evaluation plan in school year 2014-2015 and thereafter. Unless otherwise agreed by the Joint Committee, teacher practice scores shall be 75% of the summative rating in school year 2012-2013, 75% of the summative rating in school year 2013-2014 and 70% of the summative rating in school year 2014-2015. Student growth scores shall be 25% of the summative rating in school year 2012-2013, 25% of the summative rating in school year 2013-2014 and 30% of the summative rating in school year 2014-2015. Joint Committee meetings shall occur where possible during the regular school day. Where necessary, members of the committee who are classroom teachers shall be provided with substitute teachers on meeting days.

- D. The BOARD and the UNION shall conduct a joint study of the implementation of the teacher evaluation plan. The Joint Committee shall determine what changes, if any, are necessary to improve the content and procedures of the teacher evaluation plan. Any changes to the teacher evaluation plan shall be communicated to all teachers within ten school days of adoption.
- E. The BOARD shall provide the UNION with a calendar prior to each school year setting forth the relevant dates in connection with the Evaluation Plan.
- F. The BOARD shall not use school-wide value-added growth measures as a component of student growth in an individual teacher's evaluation.

39-1.1. Orientation.

Teachers shall be provided with an orientation session on the teacher evaluation plan during the first week of the school year prior to student attendance, but not later than the 20th day of student attendance, unless they are hired or transferred to the school after the 20th day. Teachers shall be provided copies, which may be in electronic form, of the teacher evaluation plan. Teachers hired after the first week of the school year shall be provided with said orientation within the first week after their hiring and a copy of the teacher evaluation plan shall be provided to every teacher. The Joint Committee shall review and determine orientation materials and programs for the 2013-2014 school year and thereafter.

39-1.2. REACH Teacher Evaluation.

The Joint Evaluation Committee shall retain a mutually agreed expert, no later than April 1, 2017, to assist it in studying the REACH evaluation system and to provide recommendations to mitigate or eliminate any disproportionate impacts of the observation or student growth measures.

39-2. Evaluation Plan and Procedures.

39-2.1. Evaluation Plan. Each teacher shall be evaluated annually or biennially as “excellent,” “proficient,” “developing” (state law equivalent is “need improvement”) or “unsatisfactory” by a qualified evaluator in accordance with this Article and the teacher evaluation plan. Effective upon ratification, tenured teachers who are rated in the lower half of developing (a score of 210 to 250) in two consecutive ratings periods shall be rated unsatisfactory, unless in the second year the teacher’s professional practice score is proficient or better.

39-2.2. Qualified Evaluators. Qualified evaluators are those who have successfully completed evaluation training and prequalification under Section 24A-3 of the *Performance Evaluation Reform Act* and as thereafter required. Observations may only be conducted and evaluations may only be given by qualified evaluators. The BOARD shall provide the UNION a list of qualified evaluators on a quarterly basis.

39-2.3. Teacher Practice Observations.

A. *Formal and Informal*.

1. Formal observations shall be preceded by a pre-conference. All formal observations shall be forty-five minutes in duration, the length of the class period or the length of the lesson.
2. Informal observations shall be at least fifteen minutes in duration.

B. *Timing and Number*.

1. The first observation shall take place no sooner than the fifth week of the school year.

2. Each subsequent observation shall be separated by at least one month, or three months for teachers evaluated biennially, and be completed no later than the thirty-fifth week of the school year.

3. Teachers shall have three observations by qualified evaluators during their evaluation cycles, at least two of which shall be formal observations in order to receive a summative evaluation. The same evaluator shall conduct the pre-conference, observation and post-conference for each observation.

C. *Observations and Conferences.*

1. Pre-observation conferences shall be scheduled with reasonable notification to the teacher.
2. Pre-observation conferences between the teacher and the evaluator shall take place no later than one week prior to the formal observation. Pre-observation conferences prior to a formal observation shall be private interactive discussions between the evaluator-observer and the teacher at which lesson and unit plans, portfolios of student work, student issues, resource needs, the teacher's identification of areas in which he or she wishes to have focused feedback from the evaluator-observer and other professional practice issues identified by the teacher or evaluator-observer shall be discussed.
3. Evidence collected during formal or informal observations shall be aligned to the *CPS Framework for Teaching*.
4. Each formal observation shall take place within five school days of the pre-conference and during the time that the instructional module discussed at the pre-conference is to be taught.
5. Post-conferences between the teacher and evaluator-observer shall take place within three to ten school days following the formal observation and shall be private. Feedback after an informal observation may be provided in person or electronically. The teacher may request in person feedback after an informal observation.

6. The evaluator shall provide the teacher with all the evidence, observation scoring and reflections via the BOARD'S on-line teacher evaluation data system, to which the BOARD will provide teachers unlimited access.
7. The evaluator will reschedule observations if classroom activity has been disrupted at the time of the scheduled observation (e.g., when a co-teacher is absent, if the building loses electricity, when the teacher is conducting a test, etc.)

D. *Summative Evaluation.*

There will be only one annual or biennial summative evaluation per evaluation cycle at the end of the teacher's evaluation cycle. The BOARD will attempt to provide summative ratings no later than the last day of student attendance, and the Joint Committee will review its progress toward that goal.

39-2.4. Inability to Rate or to Provide Rating. In the event that a tenured teacher does not receive an annual summative rating, the previous rating shall be established as the current rating. In the event a probationary appointed teacher does not receive an annual summative rating, the parties will attempt to agree on a rating or re-rating during the same year, and, if no agreement is reached, the teacher will have the option of having his or her previous rating as the current rating or receiving a Proficient rating.

39-2.4(a) Best Practices. The Joint Committee has developed a set of "best practices" around teacher evaluation, which have been published at various points in time on the CPS Knowledge Center as REACH FAQs and in the Teacher Evaluation Handbook. The best practices are guidance to teachers and evaluators on various aspects of the evaluation system. The Joint Committee will include in REACH FAQs and the Teacher Evaluation Handbook best practices on advance notice of pre-observation conferences, sharing of evidence and draft ratings before post-observation conferences, timing for finalization of ratings after post-observation conferences, a two-week time before first observations following a leave of absence etc. The REACH FAQs and Teacher Evaluation Handbook with the "best practice guidance" shall be published annually before the start of the school year and may change from time to time during the school year as determined by the Joint Evaluation Committee. Observers shall make all reasonable efforts to abide by the best practice guidance. If a teacher rating is adversely affected by an observer's failure to follow best practices, the observation rating shall be voided. In the case where an observation is voided and there are insufficient remaining observations to support a summative rating the teacher will be rated inability to rate in the summative evaluation.

39-2.5. Summative Ratings and Forms. On or before seven days prior to the last day of student attendance, an evaluator shall provide each teacher with all available components of their summative rating. The summative rating shall include

observation scores, student growth scores if available and all other evidence used to determine the summative rating, along with the formula used to calculate the summative rating, provided that the rating shall not include scores from student surveys in school year 2012-2013 or 2013-2014 and shall only include student survey scores in school year 2014-2015 and thereafter if agreed by the Joint Committee. The Joint Committee will determine the timing of end of year (annual or biennial) summative evaluations for the 2013-2014 school year and beyond.

Summative ratings shall be based on the following scale in which points are earned in accordance with the plan.

Level	Minimum	Maximum
Unsatisfactory	100	209
Developing (Needs Improvement)	210	284
Proficient	285	339
Excellent	340	400

For purposes of layoff, the developing rating will be divided into two sublevels —“emerging” with a rating score of between 210 and 250 and “developing” with a rating score of between 251 and 284.

39-2.6. Professional Development. The Joint Committee shall determine the professional development needed to support teachers in becoming proficient teachers as defined in the evaluation plan.

39-2.7. Clinician Evaluation Plan. Clinicians shall be evaluated in accordance with the Clinician Evaluation Plan in effect during the 2015-2016 school year, and the BOARD shall abide by the Case Review process established in that plan.

39-3. Probationary Appointed Teachers.

Observations and Evaluation. Probationary teachers shall be observed and evaluated each school year by a qualified evaluator in accordance with the procedures of Article 39-2.3. A minimum of three observations shall occur each school year, at least two of which shall be formal.

39-4. Tenured Teachers.

Observations and Evaluation. Tenured teachers shall be observed and evaluated each school year by a qualified evaluator in accordance with the procedures of Article 39-2.3 and as follows:

- A. Tenured teachers shall be evaluated annually or biennially by a qualified evaluator in accordance with the teacher evaluation plan. Tenured teachers who received a summative rating of excellent or superior for the 2011-2012 school year shall be placed on a biennial rating schedule and shall be evaluated every two years beginning with the 2013-2014 school year. In school year 2014-2015 and thereafter, tenured teachers rated excellent or proficient shall be given a summative rating on a biennial basis, and all other tenured teachers shall be rated annually. The Joint Committee shall determine the biennial cycle (e.g., alphabetically by even or odd years).
- B. Observers shall observe tenured teachers on a biennial cycle a minimum of 3 times during a rating cycle (with no more than 2 observations in one year) and may conduct a 4th observation if the observer and the teacher agree to do a 4th observation.

39-5. Post-Observation Conferences and Practice Scoring. Post-observation conferences are opportunities for the teacher and evaluator-observer to review the teacher's performance under the appropriate *CPS Framework for Teaching*. During that conference, the evaluator-observer and the teacher should discuss opportunities and means to improve teaching performance. After the observation, the evaluator-observer shall issue *CPS Framework for Teaching* component level scores to the teacher that shall be made available to the teacher on the online data sharing system, together with, among other things, (1) comments about the teacher's pre-observation preparation, the observation itself and the teacher's post-observation reflection, (2) identification of specific opportunities for growth, (3) ways and means by which the teacher should pursue opportunities and achieve growth, (4) the resources to be made available to assist the teacher and (5) the evaluator's follow-up.

39-6. Unsatisfactory Day-to-Day Substitutes. Whenever a day-to-day substitute receives an unsatisfactory rating, the Talent Office shall schedule a conference with said day-to-day substitute and the UNION 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.

39-7. Consulting Teachers.

39-7.1. The BOARD, in consultation with the UNION, shall appoint a body of part-time consulting teachers who meet the statutory minimum criteria, after an application process determined by the Joint Committee, giving preference to teachers with two consecutive ratings of excellent or who are National Board Certified, who may be called to assist tenured teachers under remediation, in their subject area and/or grade band level. The consulting teacher must have five-years of teaching experience, have a most recent summative rating of excellent and have

reasonable familiarity with the teacher's content area. The Joint Committee may establish additional criteria for appointment as a consulting teacher.

39-7.2. Consulting teachers shall be released from their teaching duties a minimum of 3 hours a week, based on the remediation plan of the receiving teacher. They shall be paid a pro rata stipend for time spent assisting the teacher, and an additional hour of planning each week of support.

39-7.3. The consulting teacher's role is to help teachers improve their practice to proficient in the *CPS Framework for Teaching* components identified in the remediation plan, by providing or recommending mentoring, professional learning experiences, instructional support, modeling and coaching.

39-7.4. Consulting teachers shall not assist colleagues with whom they are personally acquainted.

39-8. Remediation of Tenured Teachers Rated Unsatisfactory.

- A. As soon as practicable, but no later than thirty school days after the issuance of an unsatisfactory summative evaluation to a tenured teacher, the evaluator shall appoint a consulting teacher to assist the teacher in improving his or her performance to proficiency over a ninety-school-day remediation period.
- B. Within thirty school days after the issuance of an unsatisfactory summative rating, the qualified evaluator shall conduct a meeting with the teacher under remediation and assigned consulting teacher. At this meeting, a remediation plan developed by the qualified evaluator, with input from the consulting teacher and the teacher under remediation, shall be distributed to the parties and shall become effective immediately.–
- C. During the ninety-school-day remediation period, the teacher and the consulting teacher shall work together to improve the teacher's performance on components of the *CPS Framework for Teaching* identified in the remediation plan. The teacher and the consulting teacher shall determine a schedule by which the consulting teacher shall observe the teacher's performance during the remediation period and engage in other activities that may be helpful to the teacher in improving his or her performance to proficiency. -
- D. During the remediation period, an evaluator will conduct a mid-point and final evaluation of the teacher's performance, using the *CPS Framework for Teaching* as the sole measure of performance during the remediation period. If the teacher is rated "proficient" or better at the conclusion of the remediation period, he or she shall have successfully completed the remediation period. Following successful completion of the remediation plan, a qualified evaluator shall continue to monitor the teacher's

performance with quarterly formal observations, including required pre- and post-conferences. After four quarters, the teacher shall be reinstated to a schedule of annual or biennial evaluations.

- E. The Joint Committee shall discuss and agree upon issues related to remediation design and implementation.

39-9. Appeals Process.

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

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

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

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

- Teachers rated unsatisfactory
- Teachers rated developing

The time for appeal shall as set forth in Article 39-9A and shall commence when the teacher receives a notice of layoff/displacement. The notice shall advise the teacher of their right to appeal their rating.

- A. A teacher receiving an unsatisfactory rating, and a second consecutive developing rating that results in an unsatisfactory rating, shall be eligible to use the appeals process by filing a notice of intent to appeal with the appeals committee within ten days of receipt of the rating and then the appeal within thirty calendar days after receipt of the rating. The teacher must also submit a copy of the appeal to the teacher's principal or head administrator. In the appeal, the teacher must state the factual basis for the appeal and identify the evidence that supports the appeal. An appeal

may be based on student growth ratings in whole or part only if the teacher identifies a data integrity or data analysis error.

- B. Upon receiving an appeal, the appeals committee shall review the written record of the rating. The “written record of the rating” includes (1) the documents and materials submitted by the teacher to the evaluators during pre-conferences and post-conferences or at other times as evidence of the teacher’s practice and (2) the evaluator’s observations, comments and feedback. The written record of the rating shall not include materials and evidence that the teacher or evaluator was not privy to during the rating process.
- C. If the committee determines the written record of the rating to be insufficient to make a ruling, it shall schedule a meeting with the teacher at which the teacher shall be represented by the UNION and with at least one of the qualified evaluator-observers who contributed observation ratings to the teacher’s rating. The meeting shall take place within ten school days of receipt of the appeal.
- D. The BOARD shall provide the teacher and the UNION with all evidence used by the qualified evaluator to determine the summative rating under appeal five days prior to the meeting.
- E. After reviewing the written record of the rating, the appeals committee shall have the right to meet with the teacher and to determine if a formal observation of the teacher appealing the rating shall take place to assist it in its determination. If an observation does take place, the two jointly appointed appeals committee members must conduct the pre-observation conference in accordance with Article 39-2.3(C)(2), and the observation shall take place within five school days of the pre-observation conference.
- F. After a review of the written record of the rating and any interview with the teacher and evaluator, and any observation, and following deliberation, the appeals committee may overturn the rating if three of its members conclude that the rating under review is erroneous. If the appeals committee determines by majority vote that the teacher’s appeal is to be granted, the BOARD shall revoke the summative rating under appeal and issue the teacher an appropriate summative evaluation. A different qualified evaluator shall be assigned to the teacher during the next school year who shall follow all applicable provisions of this Article. No developing rating that results from a sustained appeal of an unsatisfactory rating shall count towards the two-developing rule.
- G. An appeal shall not delay the commencement of a professional development plan or remediation plan.

39-10. Do Not Hire. No teacher's name shall be placed on a "do not hire" list unless the teacher has been removed for cause in accordance with the appropriate provision of the *Illinois School Code* or the teacher has received an unsatisfactory rating and failed remediation.

39-11. Effective Date. The changes made in this Agreement to the Evaluation Procedure in place under the 2012-2015 Agreement shall be effective for the 2016-2017 school year and thereafter.

ARTICLE 40 TEACHER PROGRAMMING

40-1. Programming Considerations. 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. Preference Sheets. No later than May 1 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. Distribution of Tentative Teaching Program. A tentative teaching program for the next school year shall be presented to each teacher by June 1 of the current school year. Teachers will be notified of any changes to the aforementioned teaching program, in writing, as soon as possible.

40-4. Consecutive Teaching Assignments. 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. Room Assignments. Where administratively possible, the number of different rooms to which a teacher is assigned shall be held to the absolute minimum.

40-6. Lesson Preparations. 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. Rotation of Ability Grouping Assignments. 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. Justification for Pedagogic Change. In the event a teacher is programmed to teach a grade level (e.g., early childhood, primary, middle or upper elementary grades) or content area that he or she has not taught in the last four school years, upon request of the teacher, the principal shall explain why the change was made and, upon the request of the teacher, work with the teacher to develop a relevant professional development plan for the teacher.

40-9. Course or Grade Band Change after First Day of Classes. If a teacher's course or elementary grade band assignment for the subsequent year is changed after the first day of classes, the teacher will be excused from Principal-directed preparations for the first quarter of the year to enable him/her to prepare for to deliver instruction in the new course or grade band assignment. For these purposes, "grade band" means either

- K to Grade 2
- Grades 3 to 5 or
- Grades 6 to 8.

40-10. Assignment Changes for National Board Certification Candidates. In making any assignment changes, principals shall take into account whether the teacher is a candidate for National Board Certification and whether the new assignment will negatively impact the teacher's ability to complete the candidacy. Absent exigent circumstances, the principal will strive to avoid any negative impact on the NBC candidacy.

ARTICLE 41

[RESERVED]

(Formerly TEACHING LOAD. See Articles 6 and 18)

ARTICLE 42
APPOINTMENT AND ASSIGNMENT OF TEACHERS

42-1. BOARD Policy. 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* as modified by Appendix H.

42-2. Teacher Layoffs. The layoff of teachers is governed by the policy set forth in Appendix H. The BOARD shall not change said policy during the term of this Agreement.

42-3. Head Teacher Positions. 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. Vacation Benefit for Full-Time Employees Working Fewer Than Fifty-Two Weeks.

43-1.1. Maximum Benefit. Except for full-time bargaining unit employees who work a fifty-two-week schedule, full-time employees, 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 rates 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 33-8. 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.

43-1.2. Eligibility. Only bargaining unit employees 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.

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 Engagement 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 work assignment following the vacation period in order to receive vacation pay.

43-1.3. Calculation of Vacation Benefit. Bargaining unit employees who satisfy the following criteria shall be eligible for the corresponding number of vacation days:

43-1.3(a). *Winter Recess*. For winter recess vacation pay, employees must work the following number of days between April 19 of the prior school year and November 22 of the current school year in which the winter recess vacation is to be taken to be eligible for the corresponding number of paid vacation days:

1-10 days	0 days of vacation pay
11-20 days	1 day of vacation pay
21-40 days	2 days of vacation pay
41-60 days	3 days of vacation pay
61-80 days	4 days of vacation pay
81 days or more	5 days of vacation pay

43-1.3(b). *Spring Recess*. For spring recess vacation pay, employees must work the following number of days between November 5 and March 25 of the school year in which spring recess is to be taken to be eligible for the corresponding number of paid vacation days:

1-10 days	0 days of vacation pay
11-20 days	1 day of vacation pay
21-40 days	2 days of vacation pay
41-60 days	3 days of vacation pay
61-80 days	4 days of vacation pay
81 days or more	5 days of vacation pay

43-1.3(c). *Carryover for Months of May and June*. Vacation credits earned for the school months of May and June shall be carried over to the ensuing school year.

43-1.4. Scheduling. 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.

43-2. Vacation Pay Upon Death of Employee. In the event a bargaining unit employee, 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.

43-3. Vacation Pay for Displaced TATs. 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.

43-4. Vacation Pay for Displaced PSRPs. 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 Engagement within ninety days after said vacation period. Said application shall be reviewed in accordance with established policy and the provisions of Article 43. 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. Grants. Proposals seeking federal and state funds for specific programs shall be written in compliance with the applicable provisions of this Agreement. Prior to the submission of any application for federal and state funds by the BOARD's central administration that relates to the provisions of this Agreement, the BOARD shall consult with the UNION regarding the application and shall thereafter provide the UNION with a copy of the final application.

44-2. Programs Outside Work Day. Bargaining unit employees required to attend in-service training programs outside their regularly scheduled hours shall be paid at their regular rates of salary.

44-3. Custodial Duties. No teacher shall be required to perform such custodial duties as emptying trash, dusting erasers, washing boards, dusting, placing chairs on desks or returning furniture to its proper place.

44-4. Washrooms and Rest Areas. The BOARD's objective is that all schools are provided with washrooms and rest areas for men and women teachers that are private, clean and comfortable.

44-5. Daily Cleaning. Hallways, classrooms, washrooms, entrance areas, lounge areas, lunchrooms, teachers' rooms and playgrounds shall be cleaned daily.

44-6. Faculty Meeting Reports. 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. Duties Outside Bargaining Unit. Bargaining unit employees shall not be required to perform the duties of a child welfare attendant, a special education classroom assistant or other job titles required to provide hygienic care to students and shall not be required to perform other duties outside the bargaining unit on a regular basis.

44-8. Off-Street Parking. The BOARD's objective is that bargaining unit employees should 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. In the event bargaining unit employees must park on the street in permit-only parking neighborhoods, the Board and the Union will work with the City of Chicago to issue to schools parking permit for use by members during school hours.

44-9. Lunch Areas. The BOARD's objective is that bargaining unit employees assigned to a permanent work station should 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.

44-10. Intercom Signals. 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.

44-11. Classroom Space for Bilingual and Special Education Teachers. Principals and head administrators shall provide physical facilities for bilingual and special education teachers who have classroom divisions to teach their classes on a comparable basis with other classroom teachers in the same building.

44-12. Work Opportunities. Unless precluded by the specific needs of an educational program, the BOARD shall offer to qualified bargaining unit employees the opportunity to work beyond their regular work day or work year prior to seeking the services of outside vendors to perform said work.

44-13. Participation in Strike. 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.

44-14. Selection of Materials by High School Music Teachers. 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.

44-15. Notice of Changes in Contact Information. Immediately upon changing residence or telephone numbers, each bargaining unit employee shall give written notice to the employee's immediate supervisor and also submit a notice of change card to the BOARD through the office of the school or work location.

44-16. Employee Visits to School Premises. 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.

44-17. Notice of Resignation or Retirement. All bargaining unit employees 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 BOARD. No employee who on or after February 1 of a school year submits a notice of resignation or retirement that is effective at the end of that school year shall be laid off or honorably terminated prior to the effective date of his or her resignation or retirement.

44-18. Employee Identification Numbers and Use of Social Security Numbers. The BOARD shall assign to each bargaining unit employee 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.

44-19. Software Applications. 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 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.

44-20. Teacher Access to Technology. Every teacher shall have access during the school day to a functioning computer with internet access, software, photocopier, facsimile machine and a printer. The BOARD and the UNION share the goal that every teacher shall have a functioning computer with internet access and software at his or her desk. In order to achieve that objective, the BOARD will conduct a survey to determine how many teachers do not have a functioning computer on their desks and work with the UNION to develop a plan to ensure that teacher have such equipment at their desks. The BOARD's survey of the schools shall be completed no later than January 31, 2013 and the plan developed no later than June 30, 2013.

44-21. Limitations on Paperwork. If the BOARD, principals or other administrators require bargaining unit employees to complete any additional paperwork on a regular basis that is not required by law, whether the work is by paper or electronic, the BOARD shall reasonably mitigate the additional paperwork increase by eliminating other clerical work or paperwork for bargaining unit employees.

The Union will identify up to 30 items of paperwork that teachers are currently mandated to complete that they believe are redundant, obsolete or better (more efficiently and effectively) accomplished by other means. The Board will discuss those items with CTU and on those paperwork requirements on which there is agreement that the items are redundant, obsolete or better accomplished by other means, the Board shall eliminate that requirement promptly.

44-22. Confidential Computerized Information. Computer systems used to store confidential information shall be designed and maintained to ensure the security of such information.

44-23. Professional Development Certifications. The BOARD shall provide bargaining unit employees with written certification as proof of their completion of CPDUs or CEUs at the end of professional development sessions.

44-24. Interpreters During Report Card Pick-Up. The principal or head administrator shall provide interpreters for teachers to talk to parents at report card pick-up at the teacher's request.

44-25. Respectful Working Environment. The following behaviors are inconsistent with a respectful working environment and are impermissible: (a) verbal abuse, which includes, but is not limited to, obscene, threatening, humiliating or intimidating language; and (b) non-verbal abuse, which includes acts that are threatening, humiliating or intimidating. Individual, group or school-wide meetings shall not be utilized to threaten, humiliate or intimidate bargaining unit employees. Employees shall suffer no retaliation for reporting, grieving or protesting workplace bullying. The BOARD shall designate its Equal Employment Compliance Office to investigate allegations that employees, vendors or staff are creating undignified or disrespectful working environments or conditions. Such remedies and corrective actions may include, but are not limited to, reversing adverse actions, directing the training of an employee regarding proper

professional conduct toward all employees and vendors, discipline and debarment to the extent permitted by law and/or other corrective actions.

44-26. Nursing Mothers. Each principal or head administrator shall provide reasonable daily break time to an employee who needs to express breast milk for her child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Each principal or head administrator shall provide nursing mothers with a private space (other than a restroom) in close proximity to her work area where she may express her milk in privacy.

44-27. National Board Certification. Commencing July 1, 2016, the BOARD will pay the UNION up to a maximum of \$750,000.00 per year, no more than \$11,000.00 per candidate, for the purposes of candidate support, NBCT renewal, and program management. The program shall be open to all BOARD teachers, counselors, and librarians. For SY2015-16, the Board shall pay to the CTU the following:

\$320,000 for training 40 first-time NBCT candidates;

\$176,000 for 44 NBCT renewal candidates; and

\$150,000 for a management fee.

44-28. Availability of BOARD Policies and Procedures. The BOARD shall post online all policies and procedures, including any changes thereto promptly upon approval by the BOARD, and shall endeavor to implement a more user-friendly online access process.

44-29. Distribution of BOARD Publications. Prior to the start of each school year and promptly as changes are made, the BOARD shall distribute Sections 605.7 (Grade Change) and 705.5 (Student Code of Conduct) of the *Chicago Public Schools Policy Manual* and the "Procedural Manual for Educating Students with Disabilities in the Chicago Public Schools" to all bargaining unit employees electronically. The BOARD will also provide bargaining unit employees with electronic notice of links to other BOARD policies, publications and resources identified by the UNION that are available on the BOARD's website.

44-30. Lesson Planning. The development of instructional plans, including both unit and lesson plans, is a professional responsibility vital to effective teaching. Principals and/or network administrators shall not require that teachers submit separate unit and lesson plans. Special Education teachers who are working in a co-teaching setting or not providing direct instruction shall supplement the general education teacher's unit or lesson plan, and shall not be required to submit a separate unit or lesson plan. The organization, format, notation and other physical aspects of and the instructional strategies to be used for the lesson plan are within the teacher's discretion. Principals or supervisors may require that teachers include certain categories for in instructional plans (i.e., content standards, student learning outcomes, methods of assessment,

learning tasks and materials, grade-appropriate levels of texts, differentiated

instructional strategies that meet the needs of the individual students in the class) but may not require a particular format or organization, except when required by accrediting agencies of particular programs that schools are implementing (e.g., International Baccalaureate). Common instructional plans for courses or subjects may be developed and used by grade_bands or subject departments. Teachers shall have reasonable time to submit lesson plans or supplements.

44-31. Ad Hoc Professional Problems Committees.

The Board and the Union will create ad hoc professional problems committees (PPC) to address concerns within administrative units other than schools on an as needed basis and upon request of the Union. The unit PPC will be formed to share information relevant to the entire unit and to discuss and resolve unit-wide problems, including but not limited to issues of excessive paperwork. The unit chief shall be a member of an ad hoc unit PPC. The Union shall have five members on a unit PPC. The Union shall designate a Union chair, who shall be responsible for developing agendas and communicating with the unit chief. When a unit PPC is created, the PPC shall meet monthly or more often if the Union chair and the unit chief agree until the issues that led to its creation are resolved. The unit chief may have the assistance of principals and network staff in conducting the meeting.

44-32. Assessments.

44-32.1. Required Assessments. No later than June 30th of each year (or as soon as practicable after ISBE has published the state assessment calendar), the Board shall publish an assessment calendar for the subsequent school year, which shall consist of assessments mandated by the district for REACH, required to meet the mandates of state or federal laws and regulations, and mandated by a program (i.e., IB or any program that requires a test for student credit or program accreditation).

44-32.2. Additional Assessments. Schools shall determine assessments to be administered in conjunction with the development of the School Improvement Plan for Advancing Academic Achievement (SIPAA) which is currently known as the Continuous Improvement Work Plan (CIWP). Each year in the spring, Teachers and the Principal will collaborate to develop a recommended plan for additional assessments, if any, per grade band or content area/department. Prior to voting, the CEO or designee, may review and revise the proposed assessment plan, which shall be presented to and discussed with the school faculty. Teachers and the principal will then vote on the adoption of the plan, which shall be adopted by majority vote. If the plan is

not adopted, and the faculty and/or the CEO or designee cannot agree on an alternative plan, the Union or the CEO or designee may submit the matter for resolution at strategic bargaining. The assessment decision will be included in the school's PD plan and reviewed by the district.

44-32.3. Submission of Concerns. The District shall provide a way that staff can submit any issues and/or concerns (e.g. dedicated assessment email box) to Central Office in a confidential manner. CPS and CTU will meet quarterly to review their concerns and/or issues that are submitted.

44-33. Grading Practices.

44-33.1. Teachers Grading Responsibilities. Teachers are responsible for regularly assessing student progress, notifying students and parents of student progress and for determining students' grades in the subject area or activity for which the teacher is responsible. Teachers shall exercise their independent professional judgment in developing their grading practices. They shall determine the number, type, weighting and frequency of student assignments and tests or other assessments that are used to determine individual course grades. In making that determination, Teachers shall follow the grading guidelines established in ___-2 and district policies on grade changes, grade point averages and grade band values in accordance with Article ___-2, Teachers' grading practices must be published at the beginning of the course and must be clear to students, parents, administration and staff.

44-33.2. Grading Practice Guidelines. CPS and CTU shall form a joint task force of 10 educators (five appointed by CPS and five appointed by CTU) to develop CPS professional standards and guidelines for teacher grading practices, e.g., recommended frequency and sequencing of assessment, number of assessments per quarter etc. These grading practice guidelines shall require a coherent approach to grading practices within schools, grade bands and content teams, the use of CPS electronic parent portal "Gradebook" or other electronic system for housing student grades and notifying students and parents of assignments, assessment and grades. The taskforce shall develop the guidelines by consensus to the extent possible and, where not possible, by majority vote of the taskforce members. The taskforce shall issue guidelines as soon as practicable, but in no event later than May 15, 2017, which principals, evaluators and network administrators shall use to guide and assess teachers' grading practices.

44-34. Subcontracting of Certified Nursing Services. In the event that the BOARD decides to contract for certified nursing services, the BOARD shall meet and confer with the UNION prior to contracting to discuss whether there are alternatives to contracting.

If the BOARD contracts, it will bargain with the UNION over the impacts and effects of the contract on the bargaining unit.

44-35. Records time. At the end of each semester, teachers shall be provided a sufficient amount of nonteaching time during the school day to complete cumulative record cards, registration cards, emergency information cards and transfer records for students.

ARTICLE 45 COMMITTEES

45-1. Types of Committees. The BOARD and the UNION agree that standing committees shall be established as set forth in this Article. The parties also agree to establish joint BOARD-UNION study committees on an ad hoc basis.

45-2. Committee Reports. 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.

45-3. Committee Membership. Unless otherwise agreed, committees created pursuant this Article shall have ten members with five individuals designated by the Chief Executive Officer and five individuals designated by the UNION President.

45-4. Standing Committees.

45-4.1. Career and Technical Education. A standing Career and Technical Education Committee is established to study and make recommendations with respect to Career and Technical Education programs and issues. The committee will study CTE programs and career academy curricula, funding and other issues related to the operations of CTE programs and career academies. Annually in March the committee shall submit recommendations to the CEO for implementation in July.

45-4.2. Early Childhood Education. A standing Early Childhood Education Committee is established to study and make recommendations with respect to Early Childhood Education programs and issues.

45-4.3. Student Discipline, Truancy and School Safety. A standing Student Discipline, Truancy and School Safety Committee is established to study and make recommendations with respect to student discipline, truancy and school safety issues. The BOARD will receive recommendations from the Student Discipline, Truancy and School Safety Committee to improve the culture and climate of the schools in order to implement the BOARD's commitment to Restorative Justice

practices, Social Emotional Learning, Safety, Security and fidelity in student attendance reporting.

45-4.4. Special Education. A standing Special Education Committee is established to study and make recommendations with special education, students with disabilities, special education teacher workload, and related issues. The Committee shall investigate workload complaints from bargaining unit employees working with students with disabilities, including special education teachers, clinicians and counselors. The Committee shall make recommendations to the Chief Executive Officer, with a copy to the UNION President.

45-4.5. Counselor and Case Management. A standing Case Management Committee is established to study and make recommendations with case management and related issues.

45-4.6. Clinician Work Load. A Work Load Committee shall investigate workload complaints from clinicians working with students with disabilities. The committee shall make recommendations to the Chief Executive Officer, with a copy to the UNION President.

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

45-4.8. Teacher Evaluation. A standing Joint Committee on Teacher Evaluation is created under Article 39 and shall have the authority and purposes set forth in Article 39.

45-4.9. Employee Discipline. A standing Employee Discipline Committee is established to study and make recommendations with respect to employee discipline.

45-4.10. Information Technology. A standing Information Technology Committee is established to study and make recommendations with respect to information technology and BOARD employee access to technological resources.

45-4.11. Budget. The parties shall establish an Advisory Committee on Budget, consisting of two (2) elected representatives of the Chicago Teachers Union, two (2) members of the Chicago Board of Education, and the Chief Financial Officer of the Chicago Board of Education (or the equivalent position), whose purpose is to conduct monthly meetings upon the request of either party for the purpose of making a recommendation to the BOARD for its annual budget. The committee shall be allowed access to all relevant information pertaining to the BOARD's budget, and its meetings may include invited guests as agreed by the committee.

45-4.12. Air Conditioning and Temperature Control. A standing Air Conditioning and Temperature Control Committee is established to investigate, study and determine a

timetable for air conditioning or other temperature controls for classrooms in use during July or August.

45-4.13. Physical Education. A standing Physical Education Committee is established to study and make recommendations with respect to physical education and sports programs.

45-4.14. Pay. A standing Pay Committee is established to study and make recommendations with respect to career ladders, the BOARD's policies with respect to lane movement, and differentiated compensation.

45-4.15. Academic Calendar. A standing Academic Calendar Committee is established to study and make recommendations with respect to a unified calendar for the 2013-2014 school year. The committee's recommendations will comport with Article 19.

ARTICLE 46 INTEGRATION—QUALITY EDUCATION

46-1. General Provision. 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 and a comprehensive world view, the BOARD agrees as follows: (a) in concert with the UNION, to encourage appointed teachers to apply for transfers under the provisions of this Agreement; (b) in concert with the UNION, to encourage the extensive use of curriculum, texts and supplementary materials that represent contributions made to civilization by all elements of our population; and (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, clinicians and teacher assistants.

46-2. Publishers of Standardized Tests. The BOARD and the UNION agree to urge the publishers of standardized tests for students to include questions as appropriate on the contributions of African-Americans, Latinos, Asian-Americans and other minority groups and women to world and United States history; labor history; and the struggle for human rights and gender equality in the world and United States past and present.

ARTICLE 47 CONFORMITY

47-1. No Strike or Lockout. 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. Amendatory Acts. 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 and 2011 Amendatory Acts 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 Acts. Notwithstanding the foregoing, the parties shall abide by all the terms of this Agreement.

ARTICLE 48 REPRESENTATION

48-1. Recognition. Recognition by the BOARD of the UNION as the 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, 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. 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. Duration. This Agreement shall commence on July 1, 2015 and expire on June 30, 2019.

49-2. Amendments or Modifications. 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. Complete Agreement. 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.

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IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their presidents and attested by their secretaries,

<p>BOARD OF EDUCATION OF THE CITY OF CHICAGO,</p> <p>_____</p> <p>Frank M. Clark, President</p> <p>DATED: _____</p>	<p>CHICAGO TEACHERS UNION, LOCAL 1, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, a voluntary organization and unincorporated association,</p> <p>_____</p> <p>Karen GJ Lewis, President</p> <p>DATED: _____</p>
<p>ATTEST:</p> <p>_____</p> <p>Estela G. Beltran, Secretary Board Report No. 16-1207-EX16</p> <p>DATED: _____</p>	<p>ATTEST:</p> <p>_____</p> <p>Michael Brunson, Recording Secretary</p> <p>DATED: _____</p>
<p>CEO APPROVAL:</p> <p>_____</p> <p>Forrest Claypool, Chief Executive Officer</p> <p>DATED: _____</p>	
<p>APPROVED AS TO LEGAL FORM:</p> <p>_____</p> <p>Ronald L. Marmer, General Counsel</p> <p>DATED: _____</p>	

APPENDIX A
SALARY SCHEDULES AND OTHER COMPENSATION

To Be Reviewed Separately

APPENDIX A [NEW]. THE PARTIES WILL MEET TO DEVELOP A FULL DESCRIPTION OF STEP AND LANE ADVANCEMENT TO BE ADDED TO THE AGREEMENT.

APPENDIX B

CONTRIBUTIONS TO HEALTH CARE PLANS

EDITOR'S Note: See separate healthcare spreadsheet. Spreadsheet needs to be formatted to fit .doc here.

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

LMCC program. The LMCC shall meet to discuss alternatives to the contribution increase through savings, and if any savings are achieved, the 0.8 percent contribution increase will be offset to the same extent.

Wellness premium differential. The Wellness program differential shall be eliminated effective January 1, 2017.

Effective July 1, 2012

	HMOs*		PPOs*		
	Lower Cost HMO	Higher Cost HMO	PPO w/ HRA	Lower Cost PPO	Higher Cost PPO
Single	1.3%	2.0%	1.3%	2.0%	2.2%
Couple	1.5%	2.2%	1.5%	2.2%	2.5%
Family	1.8%	2.5%	1.8%	2.5%	2.8%

*All percentages are percent of base salary.

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. If no school delegate has been appointed or elected to the school, then procedures shall be agreed upon without delay with a UNION representative. The principal will post the proposed waiver at least forty-eight hours prior to the vote. The UNION may schedule a private meeting at the school with the bargaining unit members prior to the vote.
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 Engagement 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.
9. The BOARD shall develop and distribute procedures for waivers of BOARD policies and procedures.

APPENDIX D BARGAINING UNIT POSITIONS

TEACHERS

Early Childhood Teachers
Elementary School Teacher
Middle School Teacher
High School Teacher
Temporarily Assigned Teacher
Cadre Substitute
Day-to-Day Substitute
City-Wide Non-School-Based Teacher Coach
Teacher Leader
Professional Development Teacher
Part-Time Teacher
Counselor
Librarian
School Nurse
School Psychologist
School Social Worker
Speech Pathologist
Physical Therapist
Occupational Therapist
Playground Teacher*
Stadium Director*
Itinerant Teachers of the Deaf and Hard of Hearing
Assistive Technology Itinerants
Augmentative Communication Itinerants
Early Childhood Special Education Itinerants
Hospital Teachers
Itinerant Teachers of the Visually Impaired
Orientation/Mobility Specialists
Instructional Support Leaders *

* Administrative position subject to negotiated terms

PARAPROFESSIONAL AND SCHOOL-RELATED PERSONNEL

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*
College and Career Coach
CTE College and Career Coordinator
Youth Intervention Specialist
Attendance and Truancy Specialist
Post-secondary Liaison

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 benefitsI. **MEDICAL BENEFIT**

A. HEALTH CARE PLAN DESIGN EFFECTIVE

Plan Design. Effective January 1, 2017, the Board shall implement plan design changes to its health care program as per the January 29th offer, including implementation of option 4 on formulary and the reduction to three healthcare plans (HMO based on low-cost model from prior agreement; PPO based on high-cost model from prior agreement; and HSA).

EDITOR'S Note: See separate healthcare spreadsheet with agreed changes. Spreadsheet needs to be formatted to fit .doc here.

Benefit Highlights (for eligible expenses)	Lower Cost HMO	Higher Cost HMO	Lower Cost PPO with HRA		Lower Cost PPO		Higher Cost 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)	Lower Cost HMO	Higher Cost HMO	Lower Cost PPO with HRA		Lower Cost PPO		Higher Cost PPO	
			In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Lifetime Maximum Coverage	Unlimited							
Care in Physician's Office (general doctor office visits such as x-rays, allergy shots and chemotherapy)	100% after \$30 co-pay per visit	100% after \$30co-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
Preventive (preventive screening) (routine physical check-ups for adults and children, mammograms, PSA, pap smears, HPV screenings, physicals and immunizations)	100% (no co-pay) (no deductible)	100% (no co-pay) (no deductible)	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

Benefit Highlights (for eligible expenses)	Lower Cost HMO	Higher Cost HMO	Lower Cost PPO with HRA		Lower Cost PPO		Higher Cost PPO	
			In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
PRE-CERTIFICATION THROUGH VENDOR SELECTED BY THE BOARD	HMO participants are not required to obtain pre-certification through vendor selected by the Board. Referrals are handled by participants' primary care physicians.		If a PPO participant fails to obtain pre-certification as required or fails to follow vendor'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. Also, benefits can be further reduced if it is determined that the treatment or admission is not medically necessary.					
INPATIENT HOSPITAL SERVICES HOSPITAL (SEMI-PRIVATE) ROOM AND BOARD DOCTOR'S VISITS (INCLUDING SPECIALISTS, X-RAYS, LABS, DRUGS, SURGEON'S FEES AND ANESTHESIOLOGISTS)	100% after \$200co-pay per admission	100% after \$200co-pay per admission	80% after deductible	50% after deductible	80%	50% after deductible	80% after deductible	50% after deductible
	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 \$175 co-pay per visit	covered in full after \$175 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 \$30 co-pay per visit	100% after \$30 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 \$200 co-pay per admission	100% after \$200 co-pay per admission	80% after deductible	50% after deductible	80%	50% after deductible	80% after deductible	50% after deductible

Benefit Highlights (for eligible expenses)	Lower Cost HMO	Higher Cost HMO	Lower Cost PPO with HRA		Lower Cost PPO		Higher Cost PPO	
			In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Covered Emergency Care								
Emergency Care (if emergency)	100% after \$125 co-pay per visit	100% after \$125 co-pay per visit	100% after \$125co-pay per visit	100% after \$125co-pay per visit	100% after \$125co-pay per visit	100% after \$125 co-pay per visit	100% after \$125 co-pay per visit	100% after \$125 co-pay per visit
Ambulance (if emergency)	100%	100%	100% after deductible	100% after deductible. Additional out of network costs may apply	100%	100% after deductible. Additional out of network costs may apply	100% after deductible	100% after deductible. Additional out of network costs may apply
Mental Health and Substance Abuse								
Inpatient	100% after \$200 co-pay per admission	100% after \$200co-pay per admission	80% after deductible	50% after deductible	80%	50% after deductible	80% after deductible	50% after deductible
Outpatient	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
Basic Vision Plan	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
*Employees have the option of purchasing additional coverage by enrolling in the Enhanced Vision Plan, which is described in paragraph (B)(3) below.								

Benefit Highlights (for eligible expenses)	Lower Cost HMO	Higher Cost HMO	Lower Cost PPO with HRA		Lower Cost PPO		Higher Cost PPO	
			In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<p>Therapy</p> <p>(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)</p>	100% for the number of visits which, in the judgment of the attending or consulting physicians, are sufficient for significant improvement	100% for the number of visits which, in the judgment of the attending or consulting physicians, are sufficient for significant 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
Chiropractic Care (unlimited visits if medically necessary)	100% after \$30 co-pay per visit	100% after \$30 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
<p>Prescription Drugs (preferred drug list)</p> <p>(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)</p> <p>*Your cost will be the co-pay or the price of the prescription, whichever is less.</p> <p>*Drug prescriptions filled without presenting a card will result in a 40% penalty.</p>	<p style="text-align: center;">Retail (co-pay per prescription) in retail pharmacy network</p> <p style="text-align: center;">Generic-\$10 Preferred Brand-\$25 Brand-\$40</p> <p style="text-align: center;">Mail (co-pay per prescription)</p> <p style="text-align: center;">Generic-\$15 Preferred Brand-\$40 Brand-\$60</p> <p style="text-align: center;">Retail purchases out of retail pharmacy network:</p> <p style="text-align: center;">Generic: 60% of the cost of a covered prescription for generic</p> <p style="text-align: center;">Brand: 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</p>							

NOTE: This comparison chart is a brief description of CPS's Plan as of January 1, 2013 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 BENEFITS - OTHER

1. **PRE-CERTIFICATION.** The pre-certification penalty for failure to pre-certify shall be 50% of the cost of services capped at \$1,000. The BOARD will continue to provide information about pre-certification to its employees during the Open Enrollment period. The BOARD agrees that employees should be provided with additional information materials upon which to base health care decisions and will design a specific communication piece such as a section of the annual open enrollment materials, or other communication.

2. **CHRONIC CARE/DISEASE MANAGEMENT PROGRAM.** The parties agree to continue to maintain 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, and targeted phone calls to engage employees in preventive actions.

3. **ENHANCED VISION PLAN.** The BOARD shall continue to offer an employee-paid vision plan providing contacts/lenses every 12 months and frames every 24 months. Employee premiums are as follows:
 - Employee: as determined by insurer, or if self insured as determined by vendor.
 - Employee + 1: as determined by insurer, or if self insured as determined by vendor.
 - Family: as determined by insurer, or if self insured as determined by vendor.In addition, there will be a \$130 frame allowance every 24 months and a \$130 contacts/lenses allowance every 12 months covered in network. Greater allowances may be provided at the discretion of the BOARD.

4. **PHARMACEUTICAL BENEFIT.** The prescription drug benefit shall continue to include the following terms:
 - Annual mailing providing employees with summary of Rx expenses and recommendations to save employees money such as for generic substitutions.
 - Retail Fill Restrictions (initial fill + 4, then employee must use mail order to avoid penalty).

6. **BENEFITS ELIGIBILITY FOR NEW HIRES.** A newly hired employee will continue to 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 continue to be maintained as part of the health care program.

E. BENEFIT INFORMATION

- The BOARD currently provides a guide, providing an overview of its health care plans to new employees and re-hired employees and during the annual Open Enrollment period, and the BOARD will continue to do so. The guide will be available online to allow employees to view current plan information electronically.
- The BOARD 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, the BOARD has a Benefits Customer Service team which answers calls during business hours.
- As a result of the PeopleSoft conversion, the BOARD relies on a unique identification number (“UID”) for all employees. The BOARD 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.

- F. ANTI-FUNGAL DRUGS.** Since August 1, 2006, the BOARD 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	None	\$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”)

The BOARD 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 \$2,500 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

The BOARD will contribute, at retirement, a percentage of the value of an employee’s unused retained sick day bank to the employee’s 403(b) account, within legal limits, based on retirement benefit eligibility requirements. The “retained sick day bank” shall be as defined in Article 37-4 above and subject to the terms of that article. The percentage shall be as set forth in Article 37-4 above. 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.

APPENDIX F
[RESERVED]
(formerly GUIDELINES FOR TRANSFER OF SICK DAYS
See Article 37)

**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 LAYOFF OF TEACHERS

Section 1 – Definitions

- A. *School actions.* BOARD-approved actions to close, consolidate, phase-out or turnaround a school.
- B. *School closing.* A student attendance center is closed, its attendance area boundary redistributed to two or more schools and its students reassigned to one or more schools.
- C. *School consolidation.* A student attendance center is closed, its attendance area boundary merged with one other school and its students reassigned to one other school.
- D. *Phase-out.* A student attendance center is gradually closed through the reassignment of the area attendance boundary to one or more other student attendance centers with no students reassigned; such center may later be closed or consolidated.
- E. *Turnaround or reconstitution.* All employees of the school are removed from the school and reassigned or laid off with no students reassigned to other schools.
- F. *Economic actions.* Economic actions are those for which the cause of the layoff of the employee is the BOARD's, unit's or school's lack of funds to maintain current staffing levels; economic actions may take the form of different transactions, including, but not limited to, class size increases, changes in position definitions (*i.e.*, redefinitions) to meet program needs, elimination of positions or the reduction of positions from full- to part-time.
- G. *Other actions.* Actions that are not school actions or economic actions. They may be based on a school's enrollment or a school's or unit's educational program and may include, but not be limited to, (i) drops in enrollment whereby a student attendance center receives fewer positions or less resources due to a decline in student enrollment, (ii) changes in the educational or academic focus of the attendance center whereby an entire attendance center or a substantial part of an attendance center becomes focused on or changes its focus to a particular content area or form of pedagogy (*e.g.*, International Baccalaureate, Montessori or STEM) that necessitates specialized credentials for or training of teaching staff and sometimes support staff, (iii) program closures whereby special programs are eliminated (*e.g.*, a grant-funded reading program ends), (iv) redefinitions, (v) elimination of positions or (vi) reduction of positions from full- to part-time.

Section 2 – Scope of Policy

Whenever there is a reduction in or change in the teaching force that results in the lay off of appointed teachers, teachers will be reassigned or laid off in accordance with this policy.

Section 3 – Order of Teacher Layoff

If changes in an attendance center or program require the lay off of some but not all teachers, the order of layoff of teachers within the affected unit and certification shall be by the following performance tiers and/or as follows:

1. Any teachers rated unsatisfactory;
2. Any substitute or temporary teachers;
3. Probationary appointed teachers by performance tier (emerging: 209-250 score; developing: 251-284 score; proficient: 285-339 score; and excellent: 340-400 score).
4. Tenured teachers rated satisfactory or, after the first evaluation in the new evaluation system issues, first tenured teachers rated emerging (209-250 score) and then tenured teachers rated developing (251-284 score).
5. All other tenured teachers.

Within each of the foregoing five tiers, teachers shall be displaced by inverse order of seniority, with the least senior teacher being laid off first.

Section 4 – Notice of Position Closing

When a determination is made that a teacher's services are no longer required at an attendance center, the teacher will be so notified (hereinafter "notice of layoff") twenty-one days in advance of the effective date of layoff, except in the case of 20th day position closing.

Section 5 – Tenured Teachers' Benefits Upon Layoff

A. Notwithstanding any provision to the contrary in this Agreement, all tenured teachers, except those whose last summative rating was unsatisfactory, upon layoff for any reason on or after June 21, 2016 shall be placed in the Reassigned Teacher Pool at the start of the subsequent school year (or, in the case of teachers laid off during the school year, immediately after the effective date of layoff) for 10 school months. Those tenured teachers shall be placed in a full-time teacher vacancy that exists on the 20th day of the school year and for which they are qualified for the balance of the school year on a temporary basis without

loss of salary or benefits. If that vacancy is filled by someone other than the tenured teacher before the expiration of 10 school months, the tenured teacher shall be returned to the reassigned teacher pool for the remainder of 10 school months. If no vacancy exists for which a teacher is qualified on the 20th day, the teacher shall remain in the Reassigned Teacher Pool for 10 school months.

After ratification of this Agreement, tenured teachers eligible for this benefit who were laid off at the end of the 2015-2016 school year shall be placed in the Reassigned Teacher Pool effective the second semester of the 2016-2017 school year for 10 school months.

B. Teacher Eligibility List.

1. The BOARD with input from the UNION shall create a system by which candidates for hire as teachers are prequalified through hiring screening methods. Prequalified teachers shall include: (a) tenured teachers laid off for any reason on or after June 15, 2010 whose most recent performance rating was in the top two rating categories (i.e., excellent or superior and excellent or proficient); and (b) new applicants and other teachers who pass uniform pre-screening hiring criteria, including the consideration of employment history.

Tenured Teachers laid off between June 15, 2010 and June 30, 2012 will not be placed on the teacher eligibility list if they are currently employed by the BOARD in a full-time teacher position or have previously resigned or retired.

2. Eligible tenured teachers will be invited to be on the teacher eligibility list and to confirm their desire to be on the list (such as completing an on-line application). The UNION will be copied on all communications.
3. Prequalified teachers will be admitted to the eligibility list as they are laid off and shall remain on the teacher eligibility list for two years or until they receive a permanent appointment, whichever first occurs. However, teachers placed on the eligibility list during 2012 will remain on the list until June 30, 2015
4. Inter-unit transfers are exempt from the process described in this Section.
5. Principals shall hire only prequalified applicants to permanent teaching positions and shall have the discretion to hire any prequalified teacher. However, principals who receive three or more applications from prequalified displaced tenured teachers for a posted vacancy must interview at least three prequalified displaced tenured teachers for the position. If the principal does not select a prequalified displaced tenured teacher, the principal shall provide the reason(s) for the non-selection to the Talent Office, which shall communicate the reason(s) to the

prequalified displaced tenured teacher. Such reasons may not be arbitrary.

6. Every July 1, the BOARD shall provide the UNION with a list of permanent vacancies filled by teachers on the eligibility list between the immediately preceding July 1 to June 30 period. If fifty percent of those vacancies have not been filled by prequalified displaced tenured teachers, the BOARD will assign a number of prequalified displaced tenured teachers who were on the eligibility list on the immediately preceding June 30 to the reassigned teacher pool for a period of five school months, but excluding:

- (a) displaced teachers then currently in the reassigned teacher pool under another provision of this Agreement; and

- (b) tenured teachers displaced between June 15, 2010 and June 30, 2012 who were placed into the Reassigned Teacher Pool upon layoff.

Assignments to the reassigned teacher pool shall be based on seniority. The number of prequalified displaced tenured teachers assigned shall equal the difference between the numerical value of fifty percent of the permanent vacancies filled during the immediately preceding July 1 to June 30 period and the actual number of vacancies filled by prequalified displaced tenured teachers. Prequalified displaced tenured teachers who are placed in the reassigned teacher pool and who do not find a permanent appointment by the end of their five-month assignment shall be assigned to the Cadre for five school months. If the prequalified displaced tenured teacher is not appointed to a position by the end of his or her assignment in the Cadre, he or she shall be laid off and separated from BOARD employment, but will remain on the teacher eligibility list for the remainder of his or her two years of eligibility.

C. Tenured Teachers Laid Off Due to School Actions.

Tenured teachers laid off due to school actions shall receive the following benefits:

1. *Transfer to receiving schools in school closings and consolidations.* Tenured teachers whose most recent rating is in the top two rating_categories (i.e., excellent or superior and excellent or proficient) shall be appointed to a vacancy at a school to which students from their school have been assigned to the extent that a vacancy within the teacher's certification has been created as a result of or in connection with the transfer of students. If more than one teacher is eligible for appointment to the same vacancy, selection for the vacancy shall be based on seniority.

2. *Alternative severance benefit.* A tenured teacher who has been laid off due to school actions shall be offered the opportunity to resign and receive three months of pay.

D. Tenured Teachers Laid Off for Reasons Other Than Economic Actions and School Actions.

Recall to unit. A tenured teacher who has been laid off from a school or unit shall be entitled to recall to the same school or unit from which he or she had been laid off for a period of ten school months from the date of layoff, provided that a vacancy within his or her certification is created at the school or unit and that the teacher has been rated proficient or better. Tenured teachers shall be recalled in inverse order of layoff.

Section 6 – Probationary Teachers’ Benefits Upon Layoff

Probationary teachers who are laid off and who have been rated in the top two rating categories shall be offered placement in the day-to-day substitute pool.

Section 7 – Eligibility to Apply to Other Positions

The terms of this policy do not preclude any teacher from applying for vacant positions or employment as a Cadre or day-to-day substitute at any time.

Section 8 – Reappointment with Tenure

Within two years after layoff from BOARD employment, if 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 the date of appointment.

APPENDIX I

LAYOFF, INTERIM ASSIGNMENT AND REAPPOINTMENT OF PSRPS

The BOARD’s Layoff, Interim Assignment and Reappointment of Educational Support Personnel (“ESP”) Policy 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” or “bargaining unit PSRP 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 Talent Office.

C. Criteria for Determining Bargaining Unit ESP Employees to Be Laid Off.

The school principal or unit head shall determine the number of positions and which classification(s) within the unit shall be affected. Employees within those classifications will be laid off in the following order:

1. Employees who do not possess the highly qualified status or who do not hold necessary certifications or other qualifications;
2. Employees rated unsatisfactory (i.e., below 1.9 points on current system) in their most recent performance rating.
3. Employees rated developing (i.e., 2.0-2.6 points on the current evaluation system) in their most recent performance rating.
4. All other employees by seniority.

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 2 Years following Layoff of Bargaining Unit ESP Employees. This recall provision shall apply to PSRPs laid off on or after February 1, 2014. 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*), and excluding employees whose last rating was unsatisfactory, 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 two (2) years 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 Talent Office in accordance with existing staffing procedures. Failure to do so will result in revocation of the offer to re-staff.

In the case of a school closing or consolidation, teacher assistants rated proficient or better who are assigned to provide services to a student under an IEP who is transferred shall be transferred with the student to the receiving school or other school that the student chooses.

In the case of school closings or consolidations, PSRPs rated proficient or better shall be transferred to the receiving school to the extent that vacancies are opened in their titles at the receiving school as a result of the receipt of students.

E. **Benefits Upon Layoff.** PSRPs whose most recent annual rating was developing or better shall be placed in positions for which they qualify that are vacant on the 20th day until the end of the semester.

F. **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 or 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 Talent Office 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 Talent Office and must demonstrate to the Talent Office in his or 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 or her previous position; and,
- c. did not have disciplinary action pending at the time of his or her layoff; and,
- d. has not received a disciplinary suspension in the ten (10) school months immediately preceding his or 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 or 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 or her to the position. If the laid

off bargaining unit ESP is appointed to the position, the CEO or designee shall remove him or 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 or her maximum period of ten (10) school months in the eligibility pool.

G. 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.

H. 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 or her final wages and transmit to him or 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 or 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 or 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 or 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 or 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 Talent Office 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 Talent Office 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 Talent Office, 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 Talent Office 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).

SIDE LETTERS

SIDE LETTER WITH RESPECT TO ACCRETED TITLES

During the fall 2015, the Illinois Educational Labor Relations Board issued a certification order adding the following titles to the Chicago Teachers Union bargaining unit:

- Instructional Support Leader
- College and Career Coach
- CTE College and Career Coordinator
- Youth Intervention Specialist, and
- Attendance and Truancy Specialist

The parties have concluded bargaining for a successor collective bargaining agreement. However, the Union has not made formal proposals with respect to the terms and conditions of employment of the accreted titles. The parties agree to continue bargaining with respect to those titles during the next several months and to amend the successor agreement to incorporate those terms and conditions of employment. No rights or privileges established in the parties' successor labor agreement shall be reduced or abridged by virtue of the parties' amendment concerning the accreted titles.

SIDE LETTER ON CHARTERS

There will be a net zero increase in the number of Board authorized charter schools over the term of this agreement and the total number of students enrolled by the end of school year 2018-2019 will not exceed 101% of the total student enrollment capacity as of school year 2015-2016.

SIDE LETTER ON PROGRESSIVE REVENUE AND ILLINOIS CHARTER COMMISSION

The Board and the Union shall collaborate to support mutually agreeable legislation that calls for a sustainable state tax that is levied on a progressive basis. The Board and Union will also collaborate to support mutually agreeable legislation to revise or alter the Illinois Charter Commission.

SIDE LETTER ON DEFERRED PAY

CPS will advise bargaining unit members of the process by which they can initiate voluntary deductions to simulate deferred pay.

SIDE LETTER ON AIR CONDITIONING

The Board will have air conditioning in all classrooms in use by the end of the school year 2018-19.

SIDE LETTER ON DEDICATED PENSION LEVY

As soon as practicable after the ratification of this collective bargaining agreement, the Board and CTU will jointly petition the Illinois General Assembly, its leadership and the Governor of the State of Illinois to enact legislation that enables the Board to levy a property tax for the exclusive benefit of the Public School Teachers Pension and Retirement Fund of Chicago also known as the Chicago Teachers Pension Fund, which property tax shall:

- (1) be independent of the Board's general education tax levy;
- (2) not be factored into the Board's ability to increase property taxes under the Property Tax Extension Limitation Law (PTELL);
- (3) offset on a dollar for dollar basis the Board's liability for annual payments toward a "deficiency in Fund" as defined by and determined under 40 ILCS 5/17-129; and,
- (4) not be considered "available local resources" under 105 ILCS 5/18.05 for purposes of General State Aid allocation to the Board.

SIDE LETTER ON DISMISSAL OF LITIGATION

The Board and Union have each initiated litigation in the form of grievances, unfair labor practice charges or demands for mediation and/or arbitration including but not limited to the following:

- 2016-CA-0036-C in which the Union alleges that the Board illegally refused to pay lane and steps in fiscal year 2016 and that the Board illegally refused to proceed to fact-finding;
- 2016-CB-0008-C in which the Board alleges that the Union conducted a strike vote in a manner that violated the IELRA; and,
- 2016-CB-0009-C in which the Board alleges that the Union engaged in bad faith bargaining and illegally refused to follow statutory impasse procedures.

The Union and the Board shall withdraw all grievances, demands for arbitration, unfair labor practice charges or other claims arising out of or in connection with the facts that gave rise to the foregoing litigation or arising out of or in connection with their conduct during bargaining for these tentative agreements.

Withdrawal of Unfair Labor Practice Charges. The Union and the Board withdraw all pending unfair labor practice charges against the other, relating to the negotiation of this Agreement, strikes, strike votes, internal Union discipline, and post-expiration unilateral changes. This withdrawal does not apply to pending Union charges concerning the treatment of individual teachers.

SIDE LETTER ON SCHOOL CLOSINGS

The BOARD shall not close any schools for under-enrollment, except during the last two years of this agreement, and where the school cannot satisfy graduation requirements for students. In this event, CPS shall initiate a community stakeholder process for addressing extreme under-enrollment in which the BOARD shall meet regularly with the school administration, parents, faculty and staff, the Local School Council, the school PPC, and local community organizations, and the BOARD shall promulgate a plan to address under-enrollment, which may include alternatives to closure. If the plan calls for the school to be closed, the plan shall be presented to the public no later than the month of December preceding the planned closing.

SIDE LETTER ON RETROACTIVITY

The provisions of this agreement are not retroactive unless a provision specifically states that it will be applied retroactively.

SIDE LETTER ON IEP BEST PRACTICE

The Board will work with the Joint Special Education Committee to draft communication regarding the 10-day draft IEP best practice.

SIDE LETTER ON HEALTH INSURANCE

CPS shall pay a hold harmless lump sum to employees who were enrolled in the Blue Advantage HMO on December 31, 2016 and on January 1, 2017. The lump sum shall be equal to the difference between the 2016 and 2017 employee contributions for 12 months, which shall be calculated by multiplying the employee's contribution rates (based on coverage level) for January 1, 2016 to December 31, 2016 and for January 1, 2017 to December 31, 2017 times the employee's current annual salary, i.e., Lump sum = [Current Salary * 2017 Contribution Rate] – [Current Salary * 2016 Contribution Rate].

SIDE LETTER ON INSTRUCTIONAL MINUTES

With regard to Articles 4-1 and 5-1 (minutes of student instruction), and for the term of the 2015-19 collective bargaining agreement, the parties shall abide by the past practice that schools may provide up to 300 minutes of instruction.

SIDE LETTER ON COLLEGE AND CAREER COACHES

I. College and Career Coach Classification.

- (a) *Class and Duties/Responsibilities.* College and Career Coaches are non-instructional employees who assist school staff, students, parents and school communities in creating college-going environment, assist students in preparing for post-secondary education and careers, and track metrics to support their function.

- (b) *Licensure.* Licensure is not required.

- (c) *Exempt Status.* CCCs are exempt professional employees

- (d) *Status Quo after Recognition.* No CCC shall suffer a loss in salary or benefits due to the agreement to bring ISLs into the bargaining unit in December 2015. Employees currently classified as post-secondary liaisons shall be reclassified as College and Career Coaches.

II. Salaries.

- (a) *Grade.* CCC employees shall be placed on Grade GA10.

- (b) *New hire step placement.* New hires will be placed on step 1 or any appropriate advanced step in accordance with CPS policies.

- (c) *Incumbent Employee Step Placement.*
 - i. Effective July 1, 2016, the Board will place CCC employees on payroll as of March 31, 2017 (“incumbent CCC employees”) on the step set forth in the Incumbent Step Placement Chart (Appendix A). Step Placement shall be in accordance with the following principles:

- a. A CCC who has not been in either a CCC or Post-Secondary Liaison position for 12 months or more as of March 31, 2017 will be placed on the step closest to his/her current salary provided that the step has a salary equal to or greater than the CCC's current salary.
 - b. A CCC whose salary is \$65,000 or more per year will be placed on the step closest to his/her current salary provided that the step has a salary equal to or greater than the CCC's current salary.
 - c. All other CCCs will be placed on a step that has a salary at least \$1500 greater than their current salary.
- ii. As soon as practicable after placing them on their step in paragraph c(i) above, the Board will pay those incumbent CCC employees any retroactive step pay due to them between July 1, 2016 and the date of actual step placement.
- iii. Effective immediately, incumbent CCC employees step entry and anniversary dates will be July 1st.

III. Saturday/Sunday Work

CCC's' who are required to work on a Saturday or Sunday will be paid a non-pensionable stipend of \$100 per day for work on those days.

IV. Supply Stipend. CCCs shall receive the supply money stipend of up to \$250 provided for in Article 7-6.

V. Regular Work Day and Work Year.

(a) Regular Work Day.

- i. CCCs shall work an eight-hour work day, inclusive of a forty-five minute duty-free lunch period.
- ii. The practice of one attendance swipe per day shall be maintained. The work day shall normally begin at 8:30 a.m. and end at 4:30 p.m.; however, start and end times may vary according to school start and end times as well as any meetings prior to or after school (e.g., if a CCC is assigned to a school that starts at 8:30 a.m. and has administrative meetings at 7:30 a.m. that the CCC is required to attend, the CCCs' day would start at 7:30 a.m. and end at 3:30 p.m.)

iii. It is understood that CCCs may be required to work outside their regular workday or work week schedule.

(b) *Work Year.* ISLs continuously employed in a twelve-school-month, 52-week schedule (or its previous equivalent) shall maintain their 52-week schedule, unless they voluntarily elect to transfer to a different position with a shorter work year.

VI. Vacation Accrual and Scheduling

(a) *Vacation Accrual.* As 52-week employees, CCCs will accrue vacation in accordance with the BOARD's Paid Time Off Policy.

(b) *Vacation Scheduling.* Schools may create vacation black-out periods during which CCCs will not be permitted to schedule vacations. In other periods, vacation requests of one week or less shall not be denied absent justification. Vacation requests of 2 consecutive or more weeks shall be discussed with the principal or supervisor and accommodated to the extent possible provided that the work of the school is not disrupted.

VII. Layoff and Recall.

(a) CCCs will be subject to Appendix I.

(b) When a vacancy is posted in a CCC position, the hiring manager will interview any laid off CCC whose layoff was effective within the last two years who applies to fill the vacancy

VIII. Ad hoc Committee. CCCs shall have an ad hoc Professional Problems Committee which shall meet on an as needed basis, at the call of either the Union or the BOARD to discuss issues of mutual concern and interest, including recommendations from CCCs on how to improve the work of the CCCs.

SIDE LETTER AGREEMENT COVERING TERMS AND CONDITIONS OF CTE ACADEMY COORDINATORS (CTEAC)

I. **Regular Schedule.** All CTE Academy Coordinators (hereafter, CTEACs) will have a daily work schedule inclusive of lunch and their compensation for regular hours of work shall be considered regular salary and pensionable under Article 36-4.1. No CTEAC shall suffer a loss in salary or benefits due to the agreement to bring CTEACs into the bargaining unit.

II. **Regular Work Day.**

- a. CTEAC are exempt professional employees. The regular workday for CTEACs shall not exceed 8.0 hours.
- b. CTEAC shall have to punch once per day.
- c. CTEACs shall work an eight-hour work day inclusive of a forty-five minute duty-free lunch period.
- d. CTEACs continuously employed in a twelve-school-month, 52-week schedule (or its previous equivalent) shall maintain their 52-week schedule.
- e. The workday shall normally begin at 8:30 a.m. and end at 4:30 p.m.; however, start and end times may vary according to school start and end times as well as any meetings prior to or after school (e.g., if a CTEAC is assigned to a school that starts at 8:30 a.m. and has administrative meetings at 7:30 a.m. that the CTEAC is required to attend, the CTEAC's day would start at 7:30 a.m. and end at 3:30 p.m.). The practice of one attendance swipe per day shall be maintained.
- f. Upon reasonable notification to the chief or school principal in the case of late arrival or early departure to or from school for good cause, a bargaining unit employee present for more than one-fourth and less than three-fourths of the working day is considered as having worked one half day, and a bargaining unit employee present three-fourths or more of the regular working day is considered as having worked a full day.

III. **Additional Work Hours/Flexible Scheduling.** It is understood that CTEACs may be required to work outside that regular workday or workweek schedule.

IV. **CTE Academy Coordinators Classification.**

- a. As part of the agreement to bring the CTEAC's into the UNION's bargaining unit, the current CTEACs are grandfathered into the job classification.
- b. No CTEAC shall suffer any adverse action or other loss in compensation, benefits, or rights due to the agreement to bring CTEACs into the

bargaining unit. All current CTEACs are considered grandfathered into this agreement.

V. Promotion and Professional Opportunity for CTEAC. The BOARD shall provide qualified bargaining unit members notice of all promotional and professional opportunities concerning CTEAC positions and any other positions at network offices or district offices through its posting system.

VI. CTEAC Layoff. When a determination is made that a CTEAC's services are no longer required, the CTEAC will be so notified (hereinafter "notice of layoff") 14 days in advance of the effective date of layoff. The provisions of Appendix I of the collective bargaining agreement will be followed.

VII. Salaries.

a. Grade. CTEAC employees shall be placed on Grade GA10.

b. New hire step placement. New hires will placed on the step 1 or any appropriate advanced step in accordance with CPS policies.

c. Incumbent Employee Step Placement.

i. Effective July 11, 2016, the Board will place CTEAC employees on payroll as of March 13, 2017 ("incumbent CTEAC employees") on Incumbent Step Placement Chart set forth below.

ii. As soon as practicable after placing them on their step in paragraph c(ii) above, the Board will pay those incumbent CTEAC employees any retroactive step pay due to them between July 1, 2016 and the date of actual step placement.

iii. Effective July 1, 2017, the Board shall move incumbent CTEAC employees one additional step but not greater than Step 10 (the maximum step).

iv. Effective immediately, incumbent CTEAC employees step anniversary date will be July 1st.