

**Agreement between the
Board of Education
of the
City of Chicago
and the
Chicago Teachers Union
Local No. 1
American Federation of
Teachers, AFL-CIO
July 1, 2003 – June 30, 2007**

AGREEMENT

between the

BOARD OF EDUCATION

of the

CITY OF CHICAGO

and the

CHICAGO TEACHERS UNION

Local No. 1

American Federation of Teachers, AFL-CIO

July 1, 2003 – June 30, 2007

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

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

Preamble

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

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

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

in the classroom and in the community.

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

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

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

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

ARTICLE 1. RECOGNITION

1-1. The BOARD recognizes the UNION as the sole and exclusive bargaining representative of all employees employed in the titles or categories of elementary and secondary teachers, and other teachers and related service personnel as defined in Appendix D (hereinafter referred to as **teachers**); and full-time teacher assistants, school clerks, school community representatives, library assistants, and vision/audiometric technicians as defined in Appendix D (hereinafter referred to as **other bargaining unit members**). If the BOARD reclassifies titles or

categories of position or employs a new title or category of position having a community of interest with employees in the existing bargaining unit, employees in such new title or category of position shall be included within the existing bargaining unit. Upon the Union's request, the parties shall negotiate the terms and conditions of employment for such new or reclassified title or category of position. Nothing contained in this Section shall be construed to require renegotiation of terms and conditions of employment applicable to employees in an existing bargaining unit as a result of the BOARD's reclassification of the title or category of employees in the unit.

1-2. The Chicago Teachers Union, in accordance with Board Reports 74069, 67-1256, 68-169, and 70-1092, is recognized as the sole and exclusive bargaining representative for all those categories listed in the bargaining unit (Article 1-1). No other group or organization or representative thereof shall be recognized or permitted to engage on behalf of any employees included in the CTU bargaining unit in any activities concerning wages, hours, or terms and conditions of employment, including the submission of proposals, participation in hearings, conferences, or meetings for the above purposes and any other group or collective action dealing with above-described matters. However, the above provisions shall not preclude the right of an individual to present grievances on his or her own behalf or to submit suggestions to the Chief Executive Officer as individuals, or to prevent groups or organizations from presenting suggestions or proposals at the annual public hearing on the budget prescribed by statute.

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

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

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

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

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

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

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

Board reports pertaining to matters covered in the Collective Bargaining Agreement shall be sent to the

President of the UNION prior to the Wednesday Board meeting at which they are to be considered. Insofar as it is possible to do so, at the request of the President of the UNION, the Chief Executive Officer shall discuss any such report with the President prior to said meeting. Bulletins pertaining to matters covered in this Collective Bargaining Agreement shall be discussed with the President of the UNION before they are distributed.

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

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

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

1-8. The BOARD shall deduct from the pay of each teacher or other bargaining unit member from whom it receives an authorization to do so the required amount of fees for the payment of UNION dues. Such fees, accompanied by a list of persons from whom they have been deducted and the amount deducted from each, and by a list of persons who had authorized deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the UNION office no later than 5 school days after such deductions were made. Such lists shall be made on a school-by-school basis.

Any bargaining unit member may terminate the dues check-off during August by submitting written notice to the Office of Voluntary Deductions and the Chicago

Teachers Union.

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

Each eligible member of the collective bargaining unit may have one authorization agreement and one option to increase or decrease the member's share/savings during the calendar year. The cost of this service for the school years 2003-2004, 2004-2005, 2005-2006 and 2006-2007 shall be borne by the United Credit Union at a service fee of \$9,500 each year.

Such amounts accompanied by a list of persons from whom they have been deducted (in Social Security sequence); showing the amount deducted from each, accompanied by a magnetic tape in Social Security sequence, shall be made available to the United Credit Union office no later than 5 school days after such deductions are made.

The United Credit Union shall submit authorization cards for deduction upon forms approved by the Chief Executive Officer. The authorization card shall include a statement of acceptance of the conditions which incorporates the provisions of Recommendation II, parts two through six of Board Report No. 73364 (September 22, 1965).

1-8.2.

(a) All full-time employees covered by this Agreement who are not members of the UNION, commencing on the effective date of this Agreement, or 60 days after their initial employment, and continuing during the term of this Agreement, and so long as they remain nonmembers 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 nonmembers under state and federal law.

- (b) The UNION shall certify to the BOARD a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.
- (c) Such fair share payment by nonmembers shall be deducted by the BOARD from the earnings of the nonmember employees and remitted to the UNION within ten (10) work days of said deduction unless required to remit a fee to the Labor Board for escrow.
- (d) The BOARD shall cooperate with the UNION to ascertain the names of all employee nonmembers of the UNION from whose earnings the fair share payments shall be deducted and their work locations and shall provide the UNION space to post a notice concerning fair share.
- (e) The UNION and the BOARD shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.
- (f) Upon adoption of any UNION internal appeal procedure, the UNION shall supply the BOARD with a copy. In addition, the UNION shall advise the BOARD of subsequent changes therein.
- (g) The UNION shall indemnify and hold harmless the BOARD, its members, officers, agents, and employees from and against any forms of liability that shall arise out of, or by reason of action taken by the BOARD for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice,

certification, affidavit, or assignment furnished by the UNION under any such provisions. The UNION shall be responsible for the attorney's fees of any attorney for the BOARD. Such attorney shall be selected by the UNION subject to approval by the BOARD, which approval shall not be unreasonably withheld.

(h) If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the UNION and the BOARD agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

(i) Nothing in this Article shall inhibit or interfere with the right of non-association of employees based upon bonafide religious tenets or teaching of a church or religious body of which such employees are members. Such employees shall pay an amount equal to their proportionate share determined under a proportionate share agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are unable to reach an agreement on the matter, an organization shall be chosen from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board.

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

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

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

1-10. The principal of a school shall meet at least once a month during the school term with the UNION's Professional Problems Committee at the request of either party to discuss school operations and questions other than grievances relating to the implementation of the Agreement provided, however, that there shall be such a meeting at least once a month at the Professional Problems Committee's request. The principal shall be supplied with an agenda of the items the Committee wishes to cover at least 48 hours before any meeting is to take place. The principal may have in attendance any resource person whose presence is needed in connection with a subject on the agenda. Any item the principal places on a meeting agenda shall be supplied to members of the Professional Problems Committee at least 48 hours prior to the meeting.

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

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

membership on the Professional Problems Committee shall be submitted in writing to the school principal by the school delegate.

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

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

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

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

1-11.3. Each school delegate shall secure from the principal a copy of the most recent "Procedural Manual for Educating Students with Disabilities in the Chicago Public Schools." Said Manual shall remain the property of the school in order to be made available for any newly elected school delegate. If said Manual is revised, a copy of the revised Manual will be substituted within twenty school days after the publication of the new Manual.

1-11.4. School delegates shall be provided the necessary information so that they may compile an up-to-date staff

list. Said staff list shall be restricted to members of the bargaining unit assigned to that school.

1-11.5. UNION delegates shall be provided with one additional 40-minute duty-free preparation period per month during which time they shall conduct UNION business, including but not limited to the investigation of professional problems and grievances, development of Professional Problems Committee agendas, distribution of bona fide UNION materials, and maintenance of the UNION bulletin board. Teacher representatives of the Local School Council shall be provided with one additional 40-minute duty-free preparation period per month during which time they shall conduct Local School Council business.

City-wide delegates shall be provided with two 40-minute periods each school year, one per each city-wide in-service day, during which time they shall be allowed to conduct UNION business.

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

1-13. Whenever teachers or other bargaining unit members are mutually scheduled by the BOARD and

UNION to participate during working hours in conferences, meetings, or negotiations respecting the Collective Bargaining Agreement, they shall suffer no loss in pay.

1-14. Regularly appointed teachers who are elected or appointed to full-time positions with the Chicago Teachers Union, Illinois Federation of Teachers, or American Federation of Teachers shall be granted leaves of absence without pay for the purpose of accepting those positions. Such leaves shall be granted upon appropriate application by the UNION but no more than fourteen shall be granted for any one school year. Those granted such leaves of absence shall retain all other benefits as if they were in regular service. They shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor, and the absence shall not be construed as a break in service for any purpose.

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

A regularly appointed teacher elected to an elective office in the Chicago Teachers Union, the Illinois Federation of Teachers, or the American Federation of Teachers shall be returned to his or her original position at the conclusion of said term of office, but a teacher elected to a subsequent term or terms shall be returned to an equivalent position upon return to the school system and shall have priority on the transfer list of the school from which the leave was granted.

A regularly appointed teacher appointed to such position

who returns to the school system within one school year or at the beginning of the next semester after the expiration of one year after the leave begins shall be returned to his or her original position; but if the return to the system occurs thereafter, the teacher shall be returned to an equivalent position and shall have priority on the transfer list of the school from which the leave was granted.

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

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

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

Effective September 1, 1984, one additional regularly appointed teacher or certified career service employee elected or appointed to a full-time position with the Chicago Teachers Union, Illinois Federation of Teachers, American Federation of Teachers, or Chicago Federation of Labor - Industrial Union Council, shall be granted a

leave of absence without pay for the purpose of accepting this position upon appropriate application by the UNION.

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

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

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

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

1-15. The UNION shall be provided adequate bulletin board space in a place readily accessible to and normally

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

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

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

1-16.1. An information copy of all materials placed in mailboxes of teachers by the Chicago Teachers Union shall be placed in the principal's mailbox.

1-17. On 24 hours notice to the principal of the school, the UNION shall have the right to schedule meetings in the building before or after regular duty hours and during lunch time of teachers or other bargaining unit members involved in matters concerning their employment, the provisions of this Agreement, and for the conduct of UNION business, provided said meeting does not interfere with an in-service or general faculty meeting previously scheduled and posted prior to the 24-hour notification given to the principal by the UNION. Where such meetings are held outside of the operating hours of that school, the UNION shall pay the additional costs.

1-17.1. The names of all school delegates of the UNION shall be furnished to the principal within ten school days

after the election. Any change in school delegate shall be reported to the principal in writing as soon as possible after the election.

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

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

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

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

1-19. Where used in this Agreement —

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

Principal shall mean the administrator of any work location or functional division or group.

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

ESP shall mean a non-certificated, educational support

personnel employee who is a member of the bargaining unit.

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

ARTICLE 2. FAIR PRACTICES

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

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

ARTICLE 3. GRIEVANCE PROCEDURE

Definition: A grievance is a complaint involving a work situation or a complaint that there has been a deviation from, misinterpretation of, or misapplication of a practice

or policy; or a complaint that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement.

3-1. Adjustment of Grievances — School Level.

3-1.1. A sincere attempt should be made to resolve any grievances by oral interview between the complainant or the school delegate and the principal before differences become formalized as grievances.

3-1.2. Any complainant or the UNION may present a grievance in writing to the principal within 45 school days after the occurrence of the event giving rise to the alleged violation, or within 45 school days from the time the complainant or the UNION should reasonably have become aware of the occurrence of the event giving rise to the alleged violation, whichever is later, with the further proviso, however, that this time limitation shall not apply to any salary grievance. If two or more complainants have the same grievance, a joint grievance may be presented and processed as a single grievance.

A grievance in writing must bear the signature of the complainant, or complainants, or the UNION school delegate, or the UNION president, specifying the complaint(s) and/or violation(s) alleged, and a brief statement of fact sufficient to allow a response. A copy of the grievance shall be filed with the appropriate area instructional officer.

3-1.3. Upon receipt of a grievance in writing, the principal shall confer within three school days with the complainant and others involved in the grievance. At this conference the facts shall be brought out, and an effort shall be made to adjust the matter to the satisfaction of all concerned.

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

3-1.5. The principal shall make a decision and communicate it and the bases for the decision in writing to the complainant, the school delegate or UNION designee, the area instructional officer, and the Chief Executive Officer (through the Office of Labor Relations), within three school days after the completion of the conference.

3-2. District Superintendent's Review .

Deleted effective September 1, 1989.

3-2.1. Procedures for Grievances under Article 28-2 (Maximum Class Size).

Deleted effective September 1, 1989.

3-3. Chief Executive Officer's Review . Within 15 school days after receiving the decision of the principal, the complainant, through the UNION, may appeal to the Chief Executive Officer through the Office of Labor Relations. Copies of the original grievance, the appeal and any decision rendered shall be forwarded to the Office of Labor Relations with the request for review.

The Chief Executive Officer or the Chief Executive Officer's designated representative shall meet within 10 school days with the concerned parties who will be given two school day's notice of the time and place of the conference. The Chief Executive Officer shall make a written decision and communicate the same and the basis for the decision to the parties involved within 10 school days after completion of the conference.

3-4. Board of Education Review .

Deleted effective September 1, 1989.

3-5. Arbitration. The parties agree to establish a permanent panel of arbitrators. Arbitrators may be removed from the permanent panel by written notice from one party to the other requesting removal. Cases pending

before a removed arbitrator shall not be affected. The parties shall make every effort to agree upon a substitute arbitrator. In no event may the arbitration panel be fewer than seven arbitrators.

Within 15 school days after receiving the decision of the Chief Executive Officer, pursuant to Articles 3-3 and 3-6 of this Agreement, the UNION only may file a demand for arbitration with the BOARD. Within 15 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 UNION. The arbitrator for good cause shown may postpone the hearing or extend any period of time upon request of a party or upon his or her own initiative and shall postpone the hearing or extend any period of time upon mutual agreement of the parties. Within 20 days after completion of the hearing, the arbitrator shall render a decision and opinion. The decision shall be final and binding on the parties. The cost of the arbitrator shall be equally shared by the parties.

3-5.1. It is agreed and understood that if any hearing, under the above procedures of Article 3-5, is not completed within one school day, neither party shall request an adjournment for a period of more than 15 school days.

3-5.2. Whenever the UNION requests the issuance of subpoenas for the appearance of witnesses at an

arbitration hearing, the UNION shall immediately forward copies of such requests to the Office of Labor Relations. The UNION shall agree to pay the full cost of substitute service for the teacher or other bargaining unit member required to appear as a witness at said arbitration hearing.

3-6. Procedures for Certain Grievances Which Are Not Under Jurisdiction of a Principal. Any grievance based upon the action of authority higher than the principal shall be initiated directly with the Office of Labor Relations whose decision thereon shall be rendered within 15 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 15 school days after receiving the decision of the Office of Labor Relations, the complainant may then appeal the decision of said office to the Chief Executive Officer, by requesting, in writing, a meeting with the Office of Labor Relations, acting as representative of the Chief Executive Officer. Copies of the grievance and the decision shall accompany the appeal forwarded to the Office of Labor Relations.

The Chief Executive Officer or the Chief Executive Officer's designated representative shall meet within 10 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 shall make a written decision and communicate the same to the parties involved within 10 school days after completion of the conference. Decisions of the Chief Executive Officer may be appealed to arbitration under Article 3-5.

3-7. General Provisions.

3-7.1. The UNION may initiate or appeal a grievance at any step of this procedure. All decisions below the level of the BOARD shall be subject to review and reconsideration by the Chief Executive Officer. Such review shall be initiated

by the Chief Executive Officer or the Chief Executive Officer's designee within five school days from the time the decision is rendered, and shall follow the procedure specified in Article 3-3.

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

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

If the grievant fails to appear at a scheduled grievance conference, and fails to appear at another grievance conference scheduled at the grievant's or UNION's request, the grievance shall be deemed to have been resolved; provided, however, that the grievant was given notification of said conference in accordance with the appropriate step of the grievance procedure. It is agreed and understood that the provisions of Article 3-7.4 would be applicable in the scheduling of said conferences.

3-7.4. Time Limits. Failure on the part of the administrator at any step of this procedure to communicate a decision concerning a grievance within the specified time shall

permit it to be advanced to the next higher step. Additional time at a specified step of this procedure may be granted by mutual agreement between the parties.

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

3-8. Grievance Mediation.

3-8.1. The parties agree to establish a permanent panel of mediators. Mediators may be removed from the 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. In no event may the mediation panel be fewer than three mediators.

3-8.2. The UNION, simultaneously with a demand for arbitration pursuant to the terms of Article 3-5 of this Agreement, may submit a written request for mediation to the BOARD. The grievance will proceed to mediation unless the BOARD notifies the UNION, in writing, within 10 school days that it does not agree to submit the grievance to mediation. Further, within 10 school days of receiving the UNION's demand for arbitration of a particular grievance, the BOARD may request, in writing, that the grievance be submitted to mediation; any such grievance will proceed to mediation unless the UNION notifies the BOARD, in writing, within 10 school days that it does not agree to submit the grievance to mediation. Grievances

not submitted to mediation will proceed to arbitration in accord with Article 3-5.

Grievances submitted to mediation shall be submitted to a five person mediation panel consisting of: (a) a mediator from the panel (the mediators shall rotate monthly); and (b) two permanent representatives designated by each party. One of the BOARD's representatives shall be a current or former principal.

Within five school days of 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 hearing. 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 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 monthly.

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

If the parties cannot mutually agree to a resolution, they

may mutually agree to table and further mediate the grievance at a subsequent mediation session. Absent a resolution or an agreement to table the grievance, the grievance will proceed to arbitration. Any grievance agreed to be submitted to mediation and not considered by the mediation panel within 60 school days after the request for mediation shall be deemed withdrawn and will be submitted to arbitration.

3-9. ESP Discharge. The BOARD and UNION agree that the following process is applicable to ESPs. By January 1, 2004, the BOARD shall adopt the Grievance Procedure set forth in Article 3 of this Agreement, including binding arbitration for ESP discharges, as a Board Policy. The BOARD shall not change the Policy without prior negotiations with and agreement of the UNION. Discharge arbitrations will be rotated among the following list of arbitrators: Steven Bierig, Robert McAllister, Peter Meyers, Steven Briggs, Michael LeRoy, John C. Fletcher, Gerald Berendt, Daniel Nielsen and Jeanne Vonhof. During the term of this Agreement, the BOARD and UNION may mutually agree to add or delete arbitrators from the foregoing list.

ARTICLE 4. ELEMENTARY SCHOOL

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

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

4-3. At the beginning of each semester, the kindergarten

teacher and the early childhood education teacher shall be scheduled a sufficient amount of nonteaching time, to the extent that use of teacher assistants employed at the school will permit, to complete cumulative record cards, registration cards, emergency information cards, and transfer records for kindergarten and early childhood education students.

4-4. Prior to the end of any school year, the principal or the principal's designee shall advise the faculty of the total amount of funds available to the school under Budget Classification 210-000-7998-5320 for the purchase of supplies and materials for the following school year. Each teacher may submit, in writing, to the principal a suggested list of supplies for the teacher's pupils. It is understood that supply allocations are limited to the available funds.

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

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

4-6. The regular school day for elementary school teachers shall not exceed six hours and forty-five minutes with a continuous duty-free lunch period of 45 minutes. Effective the 2004-2005 school year, the regular school day for elementary school teachers shall not exceed seven hours with a continuous duty-free lunch period of 45 minutes. The BOARD and the UNION shall develop up to five models for elementary and high schools for the use of the additional fifteen minutes provided for in this Agreement. The models shall be disseminated to the schools by March 1, 2004. The principal shall select two of the models and the staff shall vote for one of the two. Eight minutes of instruction shall be banked for

professional development for school improvement. The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee. Where the duty-free lunch period presents an administrative problem, a solution shall be worked out by the BOARD and the UNION. The day normally shall begin at 8:30 a.m. and end at 3:15 p.m. Effective the 2004-2005 school year, the day normally shall begin at 8:30 a.m. and end at 3:30 p.m. However, the principal (or Chief Executive Officer, if appropriate) may change the beginning and ending times provided that he or she receives the affirmative concurrence of the majority of classroom teachers voting.

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

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

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

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

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

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

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

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

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

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

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

4-13. It is agreed that prior to submission by the school principal to the community of the closed campus school day in the elementary schools, a secret ballot vote of all classroom teachers will be conducted no more than once

each school year or at the normal reorganization cycle. The procedures for conducting such a vote shall be mutually agreed upon between the principal and the school delegate.

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

The school hours of teachers in the closed campus school day program shall be from 8:30 a.m. to 3:15 p.m. with a continuous duty-free lunch period of 45 minutes beginning at 2:30 p.m. at which time teachers may sign out for the day. Effective the 2004-2005 school year, the school hours of teachers in the closed campus school day program shall be from 8:30 a.m. to 3:30 p.m. with a continuous duty-free lunch period of 45 minutes beginning at 2:45 p.m. at which time teachers may sign out for the day. The BOARD and the UNION shall develop up to five models for elementary and high schools for the use of the additional fifteen minutes provided for in this Agreement. The models shall be disseminated to the schools by March 1, 2004. The principal shall select two of the models and the staff shall vote for one of the two. Eight minutes of instruction shall be banked for professional development for school improvement. The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee.

In those schools where a recess period for the pupils is not scheduled in the forenoon, a procedure shall be developed at each school to relieve the teacher for a period of 10 minutes. The procedure for supervising the pupils shall be developed at the local school level.

In those schools where a recess period for the pupils is not scheduled in the afternoon, a procedure shall be developed at each school to relieve the teacher for a period of 10 minutes. The procedure for supervising the pupils shall be developed at the local school level.

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

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

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

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

4-16. A half-time kindergarten teacher who spends the morning at one building and the afternoon at another building shall be given a daily uninterrupted duty-free lunch period of 45 minutes exclusive of travel time.

4-17. Textbook committees for language arts, mathematics, social studies, and science composed of teachers elected by their peers shall be established in each elementary school. The textbook committees shall present written recommendations to the principal concerning the purchase of textbooks and instructional materials in each subject.

4-18. In those elementary schools in which a pupil recess period is not scheduled during the morning session, a procedure shall be developed at each school to relieve classroom teachers for a period of 10 minutes. The procedure for supervising the pupils shall be developed at the local school level.

In those elementary schools in which a pupil recess period is not scheduled during the afternoon session, a procedure shall be developed at each school to relieve classroom teachers for a period of 10 minutes. The procedure for supervising the pupils shall be developed at the local school level.

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

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

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

ARTICLE 5. MIDDLE SCHOOL

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

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

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

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

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

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

In those schools where a recess period for the pupils is not scheduled in the forenoon, a procedure shall be developed at each school to relieve the teacher for a period of 10 minutes. The procedure for supervising the pupils shall be developed at the local school level.

In those schools where a recess period for the pupils is not scheduled in the afternoon, a procedure shall be developed at each school to relieve the teacher for a period of 10 minutes. The procedure for supervising the pupils shall be developed at the local school level.

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

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

5-5. Upon reasonable notification to the principal in the case of late arrival or early departure to or from school for good cause in any emergency situation only, a teacher or

other bargaining unit member assigned to a school present more than one-fourth and less than three-fourths of the working day is considered as having worked one-half day, and a teacher or other bargaining unit member assigned to a school present three-fourths or more of the regular working day is considered as having worked a full day.

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

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

5-8. The regular school day shall not exceed six hours and forty-five minutes with a continuous duty-free lunch of 45 minutes, except that if the regular lunch period is shortened, the teachers' day shall be shortened an equal number of minutes. Effective the 2004-2005 school year, the regular school day for elementary school teachers shall not exceed seven hours with a continuous duty-free lunch period of 45 minutes. The BOARD and the UNION shall develop up to five models for elementary and high schools for the use of the additional fifteen minutes provided for in this Agreement. The models shall be disseminated to the schools by March 1, 2004. The principal shall select two of the models and the staff shall vote for one of the two. Eight minutes of instruction shall be banked for professional development for school improvement. The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee. Where the duty-free lunch period presents an administrative problem, a solution shall be worked out by the BOARD and the UNION.

The day normally shall begin at 8:30 a.m. and end at 3:15

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

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

ARTICLE 6. HIGH SCHOOL

6-1. The high school day may begin and end at different times from school to school as determined at the local school level following discussion between the principal and local school faculty, but shall not exceed 406 minutes in length for a high school teacher. The high school teacher is to be in his or her room with the class ready to teach at the time designated on the teacher's schedule. The regular school day shall consist of eight 45-minute periods, including 5 teaching periods, one 14-minute division period, and eight 4-minute passing periods. Any time increase in the division period shall be deducted from the regular class periods. High school teachers shall have a duty-free lunch period of 45 minutes, except that if the regular lunch period is shortened to less than 45 minutes, the teacher's school day shall be shortened an equal number of minutes. Each teacher's schedule shall include five 45-minute duty free, self-directed preparation periods per week. Each teacher assigned a division shall have one 45-minute conference/preparation period per week. Each teacher's schedule shall include one 45-minute advisory period, one 45-minute advisory preparation period, one 45-minute staff development period, and one 45-minute teacher collaboration period. Effective the 2004-2005 school year, the high school day shall not exceed 421 minutes in length for a high school teacher. The BOARD

and the UNION shall develop up to five models for elementary and high schools for the use of the additional fifteen minutes provided for in this Agreement. The models shall be disseminated to the schools by March 1, 2004. The principal shall select two of the models and the staff shall vote for one of the two. Eight minutes of instruction shall be banked for professional development for school improvement. The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee.

As an alternative to a 45-minute schedule, the principal, with the affirmative concurrence of a majority of the UNION teacher members voting on that schedule, may choose an alternative schedule. The schedules of a 40, 42, or 50-minute school day, however, shall be limited to the following:

1. 40-minute schedule: The high school day may begin and end at different times from school to school as determined at the local school level following discussion between the principal and the local school faculty, but shall not exceed 406 minutes in length for a high school teacher. The high school teacher is to be in his or her room with the class ready to teach at the time designated on the teacher's schedule. The regular school day shall consist of nine 40-minute periods, including 5 teaching periods, one 10-minute division period and nine 4-minute passing periods. Any time increase in the division period shall be deducted from the regular class periods. High school teachers shall have a duty-free lunch period of 40 minutes, except that if the regular lunch period is shortened to less than 40 minutes, the teacher's school day shall be shortened an equal number of minutes. Each teacher's schedule shall include five 40-minute self-directed duty-free preparation periods per week. Each teacher assigned a division shall have five 40-minute conference/preparation periods per week. Each teacher's schedule

shall include one 40-minute advisory period, one 40-minute advisory preparation period, one 40-minute staff development period, one 40-minute collaboration period, and one 40-minute department/school meeting period. Effective the 2004-2005 school year, the high school day shall not exceed 421 minutes in length for a high school teacher. The BOARD and the UNION shall develop up to five models for elementary and high schools for the use of the additional fifteen minutes provided for in this Agreement. The models shall be disseminated to the schools by March 1, 2004. The principal shall select two of the models and the staff shall vote for one of the two. Eight minutes of instruction shall be banked for professional development for school improvement. The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee.

2. 42-minute schedule: The high school day may begin and end at different times from school to school as determined at the local school level following discussion between the principal and the local school faculty, but shall not exceed 406 minutes in length for a high school teacher. The regular school day shall consist of eight 42-minute periods, including 5 teaching periods, one 9-minute division period and nine 4-minute passing periods. Any time increase in the division period shall be deducted from the regular class periods. High school teachers shall have a duty-free lunch period of 42 minutes, except that if the regular lunch period is shortened to less than 42 minutes, the teacher's school day shall be shortened an equal number of minutes. Each teacher's schedule shall include five 42-minute self-directed duty-free preparation periods per week. Each teacher assigned a division shall have five 42-minute conference/preparation periods per week. Each teacher's schedule shall include one 25-minute advisory period, one 25-minute advisory

preparation period, one 25-minute staff development period, one 25-minute collaboration period, and one 25-minute department/ school meeting period. Effective the 2004-2005 school year, the high school day shall not exceed 421 minutes in length for a high school teacher. The BOARD and the UNION shall develop up to five models for elementary and high schools for the use of the additional fifteen minutes provided for in this Agreement. The models shall be disseminated to the schools by March 1, 2004. The principal shall select two of the models and the staff shall vote for one of the two. Eight minutes of instruction shall be banked for professional development for school improvement. The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee.

3. 50-minute schedule: The high school day may begin and end at different times from school to school as determined at the local school level following discussion between the principal and the local school faculty, but shall not exceed 406 minutes in length for a high school teacher. The high school teacher is to be in his or her room with the class ready to teach at the time designated on the teacher's schedule. The regular school day shall consist of seven 50-minute periods, including 5 teaching periods, one division period and seven 4-minute passing periods. Any time increase in the division period shall be deducted from the regular class periods. High school teachers shall have a duty-free lunch period of 50 minutes, except that if the regular lunch period is shortened to less than 50 minutes, the teacher's school day shall be shortened an equal number of minutes. Each teacher's schedule shall include four 50-minute self-directed duty-free preparation periods per week. Each teacher assigned a division shall have one conference/preparation period per week. The principal shall designate said weekly period. The period designated for the conference/preparation period shall be

determined by the teacher based upon the needs of the division and the teacher shall notify the principal of his or her decision. If there is a change in the designated conference/preparation period, the teacher shall notify the principal by Friday of the week preceding the change. Effective the 2004-2005 school year, the high school day shall not exceed 421 minutes in length for a high school teacher. The BOARD and the UNION shall develop up to five models for elementary and high schools for the use of the additional fifteen minutes provided for in this Agreement. The models shall be disseminated to the schools by March 1, 2004. The principal shall select two of the models and the staff shall vote for one of the two. Eight minutes of instruction shall be banked for professional development for school improvement. The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee.

Time for staff development, planning activities and teacher interaction with parents, following discussion between the Professional Problems Committee and principal, may be accumulated. Up to 90 minutes of such time may be utilized at the beginning and end of the school day with one week's notice to the faculty. Any other use of the accumulated time must be agreed to by the Professional Problems Committee and the principal.

A 30-minute advisory period once a week paid at the teacher's regular rate of pay may be added to the 50-minute high school schedule by following the procedures for waivers outlined in Appendix C.

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

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

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

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

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

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

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

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

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

6-8. The chorus room and instrumental rooms shall be made available to the instructor during the preparation period whenever possible.

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

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

the invitation is extended. Any disapproval by the principal shall be submitted in writing.

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

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

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

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

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

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

6-17. High school science laboratory teachers on a 45-minute period day shall be programmed for a 25-period teaching week. They shall include six periods a week for duty-free, self-directed professional preparation and for preparation of experiments, equipment maintenance and inventory. Each science laboratory teacher's schedule shall include one 45-minute advisory period, one 45-minute advisory preparation period, one 45-minute staff

development period, and one 45-minute teacher collaboration period. Effective the 2004-2005 school year, this provision is subject to the additional fifteen minutes per day set forth in Article 6-1 of this Agreement.

High school science laboratory teachers on a 40-minute period day shall be programmed for a 28-period teaching week. They shall include seven periods a week for duty-free, self-directed professional preparation and for preparation of experiments, equipment maintenance and inventory. Each science laboratory teacher's schedule shall include one 40-minute advisory period, one 40-minute advisory preparation period, one 40-minute staff development period, and one 40-minute teacher collaboration period. Effective the 2004-2005 school year, this provision is subject to the additional fifteen minutes per day set forth in Article 6-1 of this Agreement.

High school science laboratory teachers on a 42-minute period day shall be programmed for a 28-period teaching week. They shall include seven periods a week for duty-free, self-directed professional preparation and for preparation of experiments, equipment maintenance and inventory. Each science laboratory teacher's schedule shall include one 25-minute advisory period, one 25-minute advisory preparation period, one 25-minute staff development period, and one 25-minute teacher collaboration period. Effective the 2004-2005 school year, this provision is subject to the additional fifteen minutes per day set forth in Article 6-1 of this Agreement.

High school science laboratory teachers on a 50-minute period day shall be programmed for a 25-period teaching week. They shall include five periods a week for duty-free, self-directed professional preparation and for preparation of experiments, equipment maintenance and inventory. Effective the 2004-2005 school year, this provision is subject to the additional

fifteen minutes per day set forth in Article 6-1 of this Agreement.

6-18. The principal or the principal's designee shall advise each subject area department and Professional Problems Committee of the total amount of funds available under Fund 210, subject program number, object 5320, as contained in the annual school budget, for the purchase of supplies and materials.

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

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

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

\$2.00 per student for 5x classes

\$3.00 per student for 10x classes

\$5.00 per student for 20x classes

6-18.2. The principal or the principal's designee shall advise the high school art teachers, within twenty school days after the budget is received in the school, of the total amount of funds available under Fund 210, Program 2245, Object 5320, as contained in the annual school budget for the purchase of supplies and materials.

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

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

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

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

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

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

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

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

ARTICLE 7. ELEMENTARY SCHOOL COUNSELORS

7-1. Wherever possible, no more than 40 students shall be tested at any one time.

7-2. Elementary school counselors shall have telephones available for their use.

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

7-4. Once annually, the BOARD agrees to supply the UNION with a list of elementary school counselor vacancies.

ARTICLE 8. ASSISTANT PRINCIPALS

8-1. High school assistant principals and educational personnel responsible for programming, to the extent permitted by the budget for this purpose, shall be employed during the summer at 100 percent of their summer school salary rate to work on the programming of students and teachers for their classes for the following year.

8-2. Notice of true assistant principalship vacancies occurring during the school year shall be posted in all school offices at least 10 days, and where practical, 20 days, prior to the closing date for application.

8-3. In those elementary schools where the assistant principal is a classroom teaching assistant principal, a substitute shall be provided for the assistant principal's classroom to permit the assistant principal to assume the administrative duties of the school when the principal is absent due to illness or for personal business under the provisions of **Board Rule 4-35**.

ARTICLE 9. EDUCATIONAL SUPPORT PERSONNEL

9-1. Truant Officers.

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

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

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

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

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

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

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

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

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

9-1.9. Truant officers may be employed in social centers

provided that they have the necessary qualifications for the positions they seek.

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

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

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

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

9-2. School Library Assistants.

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

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

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

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

9-3. School Clerks.

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

9-3.2. The BOARD shall in December and June make available to the UNION a list of all school clerk vacancies which shall include those school clerk positions filled by a temporary appointment.

9-3.3. The BOARD will allocate \$250,000 in 2003-2004 and \$300,000 in 2004-2005 and each year thereafter for additional substitute school clerks who will be assigned to perform the duties of absent school clerks in those schools with less than two clerks beginning with the second day of absence, and in all other schools, beginning with the fourth day of absence.

9-3.4. School clerks authorized by BOARD action to work on student orientation and articulation days in the weeks preceding the first employee work day of a new school year shall be paid at the clerk's regular rate of salary.

9-3.5. Effective September 2003, there shall be a School Clerk I in every school.

9-3.6. The BOARD and the UNION recognize the value of professional orientation workshops and in-service meetings. Two workshops per year shall be scheduled in order to provide school clerks with new techniques required to fill their job responsibilities and to familiarize school clerks with new technology utilized by the BOARD.

9-3.7. Effective September 3, 1984, any certified School Clerk Assistant assigned in a School Clerk I appropriation for a period of twenty (20) consecutive school days shall be paid at the appropriate step of the School Clerk I salary schedule, effective on the twenty-first consecutive school day.

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

9-3.8. Whenever the services of a school clerk are no longer required in a particular school, only the school clerk with the least seniority shall have the right to transfer directly from an overstaffed school or discontinued program to any vacancy in the same title for which the clerk is eligible except that said school clerk shall not displace a clerk who is next for the position on the transfer list who has greater seniority in the school system. (Service prior to resignation is not considered.) Said school clerk may apply immediately for transfer to the former school where that school clerk's name precedes those of all other applicants on the transfer list. If a vacancy occurs at the former school, the applicable provisions of Article 9-3.1 of this Agreement shall apply. If the school clerk transferred is not the one with the least seniority, reserve rights do not apply.

Said school clerk's name is retained on other transfer lists to schools of the clerk's own choosing.

9-3.9. School clerks shall be provided necessary training in the implementation of any new programs or responsibilities that are introduced into the schools and performed by the school clerk. When such training is provided, the BOARD shall determine the nature, extent, location, and duration of the training.

9-3.10. Any school clerk position established in summer programs shall be filled by certified school clerks.

9-3.11. School clerks will be moved from salary grade 7 to salary grade 8 effective July 1, 1999 and from grade 8 to grade 9 effective July 1, 2000.

9-4. Audiometric and Vision Screening Technicians

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

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

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

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

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

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

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

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

9-4.9. Current state certification for audiometric and vision screening technicians shall be kept on file by the hearing and vision administrator.

9-5. Teacher Assistants.

9-5.1. The Department of Educational Support Personnel shall post a list of all true teacher assistant vacancies on or before February 15, of each year, and a copy sent to the UNION.

9-5.2. Whenever the services of a teacher assistant are no longer required in a particular school, a provisional teacher assistant shall be displaced at that school prior to the displacement of any certified teacher assistant. The certified teacher assistant with the least seniority shall have the right to transfer directly from an overstaffed school or discontinued program to any vacancy in the same title for which the teacher assistant is eligible except that said teacher assistant shall not displace a teacher assistant who is next for the position on the transfer list who has greater seniority (service prior to a resignation is not considered). Said teacher assistant may apply immediately for transfer to the former school where the teacher assistant's name precedes those of all other applicants on the transfer list. If a vacancy occurs at the former school, the applicable provisions of Article 9-6.11 of this Agreement shall apply.

9-5.3. If social adjustment schools or industrial skill centers are operated beyond the regular 10 school months of the regular school year, and if teacher assistants are to be employed in said summer program, teacher assistants regularly assigned to said schools shall be given preference for summer service. Such service shall be considered as summer employment.

9-5.4. In schools where there are two or more teacher assistants and where outside recess is scheduled, and

where the principal determines that all teacher assistants are not needed for recess duty, the recess duties of the teacher assistants shall be rotated.

9-5.5. The BOARD shall employ and maintain 900 teacher assistants in elementary schools and 900 teacher assistants in the high schools. The Chief Executive Officer shall consult and advise the President of the UNION monthly on status and progress.

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

9-6. General Provisions.

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

If the majority of the duties of an ESP position within the bargaining unit are to be performed at a single attendance center, the principal shall appoint a qualified person from the eligible list provided by the Department of Educational Support Personnel. When less than the majority of the duties of an ESP position within the bargaining unit are to be performed at any single attendance center, the appointment shall be made by the appropriate

administrator from the appropriate eligible list. For all positions under the jurisdiction of the Office of Specialized Services where less than the majority of the duties of the position are to be performed at a single attendance center, the appropriate administrator is the Director of the Office of Specialized Services.

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

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

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

9-6.5. ESPs other than truant officers are on duty seven hours each school day, exclusive of a 30-minute lunch period. Effective the beginning of the 2004-2005 school year, ESPs other than truant officers are on duty seven hours and fifteen minutes each school day, exclusive of a 30-minute lunch period. ESPs shall be scheduled for a 10-minute relief period during the morning and a 10-minute relief period during the afternoon. ESPs 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 ESPs, principals shall not act arbitrarily or capriciously nor shall they establish these times as a form of discipline.

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

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

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

- (a) The principal of the school notifies the employee in writing stating the reasons for the unsatisfactory rating and offering suggestions and assistance to the employee for improving services. This notification is given to the employee in a private conference, and a copy of the notification is sent to the Director of Educational Support Personnel.
- (b) If the principal feels that the work of the employee is still unsatisfactory, after at least 30 school days following the issuance of the notice of unsatisfactory service, the principal sends a letter to the Director of Educational Support Personnel notifying the Director of this unsatisfactory service. A copy of this letter shall be distributed to the employee.
- (c) The Director of Educational Support Personnel shall schedule a conference with the employee and the principal. At this conference, the Director of Educational Support Personnel and the principal shall give positive suggestions for improvement to the employee. The UNION may be present at the conference.

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

9-6.9. Utilization of all ESPs 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 pupils is involved. Said temporary supervisory duty shall not exceed 60 minutes.

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

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

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

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

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

No ESP shall be transferred without the prior approval of the receiving school principal who shall visit or interview the applicant in the position order on the transfer list before appointments are made from the ESP eligible list. All disapprovals must be submitted in writing by the

principal to the Director of Educational Support Personnel. The ESP shall receive a copy of said disapproval. The final decision as to transfer shall be made by the receiving school principal.

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

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

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

An ESP may withdraw from a school transfer list. Such withdrawal shall be in writing. An ESP who has applied for transfer to the maximum number of schools and has withdrawn the application from any school will not be eligible to apply for additional schools for 10 months from the date of withdrawal.

9-6.11. ESPs shall continue to be subject to the rules of the Board of Education, applicable BOARD guidelines, BOARD policies and procedures and the Agreement between the Chicago Teachers Union and the Board of Education of the City of Chicago.

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

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

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

9-6.15. Any ESP who has been employed for a minimum of five (5) consecutive years and has attained a bachelor's or master's degree and certified teaching qualifications shall be appointed as a teacher and be paid on Step 5 of the appropriate lane of the teacher salary schedule. He/she shall retain all accumulated sick and personal business days accumulated as an ESP. All additional applicable benefits shall be transferred to said new teacher and he/she shall be granted one year of teacher seniority for the years employed as an ESP.

9-6.16. School Community Representatives. Whenever there is a reduction in school community representative (SCR) positions in a school where two or more school community representatives are assigned, the school community representative with the least amount of service as a school community representative within that school shall be displaced.

9-6.17. School Assistants. 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.

9-6.18. Board Policy No. 505.6, Layoff of Educational Support Personnel , provides as follows and is herewith incorporated into this Agreement for the term of this Agreement:

Layoff and Reappointment of ESP . Reductions in force or layoffs may be made due to lack of work or funds, decline in student enrollment, change in subject requirements, closing of an attendance center, privatization contracts with third parties, abolition of positions because of changes in duties associated with them, change in organizational structure or pursuant to Sections 34-8.3 and 34-8.4 of the Illinois School Code. For the purpose 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 Chicago Board of Education. This definition of “seniority” shall apply only to those ESP employees who are represented by a bargaining unit at the time of their layoff.

Notice. When a reduction in force or layoff is to occur, the department head or other administrator will give fourteen (14) days advance written notice to affected employees. Such notice may be given prior to any final action by the Board to sever employment.

Criteria for Determining Employees To Be Laid Off. In determining layoffs, the department head or other administrator will consider the following factors: job classification, department or attendance center where assigned, recent performance ratings or evaluations, certifications or other qualifications, experience and seniority, and any other factors related to job performance. Where a job classification or department/attendance center is being closed and all positions in that classification or department/attendance center are being eliminated, other criteria need not be considered. Other criteria, where applicable, will be weighted equally.

Reappointment. An employee who is laid off or dismissed pursuant to a reduction in force will be included in the eligibility pool for the job classification he or she previously held for ten (10) school months following the dismissal or layoff, unless such job classification has been eliminated. When positions become available within the employee’s classification, including at the attendance center from which the employee was laid off, the employee will be considered for reappointment on the same terms as other qualified employees in the pool. An employee who is laid off or dismissed may apply for

positions in classifications other than the one from which the employee has been laid off. In such instances, once the employee is determined to have met the established criteria for the alternate job classification, the employee will be considered for appointment on the same basis as other job applicants within that classification.

If no principal recommends appointment of an employee to a position within 60 days after it was created or became vacant, the Department of Human Resources will appoint on an interim basis an employee to the new or unencumbered vacancy provided the employee has a minimum efficiency rating of 70% in his/her previous position and is otherwise qualified for the position. If the number of employees to be appointed exceeds the number of new or unencumbered positions that have been vacant for more than sixty (60) days, appointments will be made by system-wide seniority. An interim appointment will be no more than sixty (60) days during which the employee's performance will be evaluated by the principal or a qualified designee. An interim appointment will not extend the employee's ten (10) school month period for inclusion in the eligibility pool provided above. At any point during this interim appointment, the employee may be removed or replaced with another permanently assigned employee. If the employee is not removed or replaced during the sixty (60) day interim period, he/she shall be appointed to the position. The employee's removal from the interim position prior to expiration of the interim period or failure to be offered a regular appointment when his or her interim appointment expires does not affect his or her continued inclusion in the eligibility pool for the ten (10) school month period following the employee's dismissal or layoff as provided above. If the employee is permanently appointed to the position, the employee shall be removed from the eligibility pool.

Section 34-8.4 of the School Code (Intervention). ESPs may be laid off pursuant to Section 34-8.4 of the School

Code. If the Board determines that a school shall be subject to Section 34-8.4, an evaluation will be conducted of each ESP prior to reassignment, layoff or dismissal, and based on that evaluation such employees may be reassigned, laid off or dismissed. Affected employees will receive fourteen (14) days advance written notice of a layoff. Employees so laid off will be eligible for reappointment, including to the same school, on the same terms as if their employment had been severed due to a reduction in force.

Effective Date. The amendments to Section 505.6 of the Board Policy set forth in Board Report 03-0423-PO02 and adopted April 23, 2003 are effective prospectively only with respect to ESPs who receive a notice of removal on or after May 1, 2003. Any career service employee (i.e., ESPs) given a notice of removal prior to May 1, 2003 will be subject to the provisions of this policy as it was adopted on October 23, 2002, Board Report 02-1023-PO05.

ARTICLE 10. COUNSELORS

10-1. The recommendation of the 1960 White House Conference on Children and Youth of a counselee-counselor ratio of 600 to 1 at the elementary level is accepted as a desirable goal.

10-2. Counselors shall have a telephone available for their use.

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

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

10-5. Wherever possible, no more than 80 students shall

be tested at any one time.

10-6. Twice annually, the BOARD shall list all counselor vacancies.

ARTICLE 11. DRIVER EDUCATION TEACHERS

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

11-2. As far as possible, all work assignments at each center shall be equalized to guarantee to each teacher an equal share of available work and, except where an unusual condition exists, the work load for each teacher shall be 32 hours per pay period.

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

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

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

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

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

11-8. A driver education teacher shall receive regular

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

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

ARTICLE 12. LEGISLATIVE PARTNERSHIP

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

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

utilization of appropriate resource personnel.

This Commission shall submit recommendations to the Chief Executive Officer and President of the Union by April 1, 2004.

ARTICLE 13. EXTRACURRICULAR PERSONNEL

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

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

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

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

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

13-4. The principal shall be responsible for the conduct of the entire extracurricular program within the school.

Whenever in the estimation of the principal any of the activities being conducted do not continue to meet requirements of the school, such activity shall be discontinued at once in that school. If the activity is discontinued, the teacher will be paid on a prorated basis.

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

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

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

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

13-8. By January 1, 1976, the physical education chairperson and the Board of Control Representative and a representative from the non-sports extracurricular

program at each high school shall present a complete report to the local school principal recommending parental permission procedures for in-school and after-school clubs and extracurricular activities.

These reports and the recommendations of the principals shall be considered by the BOARD in the development of parental permission procedural guidelines for clubs and other activities.

A copy of these procedures, when developed, will be provided for each activity and club sponsor no later than September of each school year.

ARTICLE 14. YEAR-ROUND SCHOOLS

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

1. teachers available to teach five days per week in seniority order;
2. teachers available to teach four days per week in seniority order;
3. teachers available to teach three days per week in seniority order;
4. teachers available to teach two days per week in seniority order;
5. teachers available to teach one day per week in seniority order.

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

ARTICLE 15. LIBRARIANS: ELEMENTARY AND HIGH SCHOOL

15-1. The standard (prescribed by the American Library Association in its **Standards for School Library Programs**, 1960, and supported by the Office of the Superintendent of Public Instruction in **Standards for School Library Programs in Illinois**, 1966) that there shall be one librarian for every 500 students or major fraction thereof shall be a goal toward which to work as funds become available.

15-2. The standard (prescribed by the American Library Association in its **Standards for School Library Programs**, 1960, and supported by the Office of the Superintendent of Public Instruction in **Standards for School Library Programs in Illinois**, 1966) that there shall be one library clerk for every 600 students or major fraction thereof shall be a goal toward which to work as funds can be made available.

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

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

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

15-6. In accordance with current policy, the number of children attending a middle school or elementary library

class during one class period shall not exceed the number of tables, chairs and/or other work areas available.

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

15-8. The program of the elementary teacher-librarian shall be so arranged as to provide for a minimum of four preparation periods per week for processing books and kindred library tasks, provided that, in addition, teacher-librarians shall be provided not less than the average number of preparation periods accorded to other educational personnel in the school.

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

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

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

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

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

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

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

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

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

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

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

15-20. The BOARD agrees to furnish the UNION with a list of teacher-librarian vacancies.

ARTICLE 16. PHYSICAL EDUCATION TEACHERS

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

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

16-3. Applicants for supervisory positions in the Bureau of

Health and Physical Education may apply on the basis of teaching experience at the elementary or secondary level.

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

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

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

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

16-8. On a day when a half-time physical education teacher spends the morning at one building and the afternoon at another, said half-time physical education teacher shall be allowed 75 minutes including lunch for travel time.

ARTICLE 17. PLAYGROUND TEACHERS

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

17-2. Playground teachers shall be paid on a 47-week basis.

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

17-4. Each playground shall have a fund of \$100 each calendar year to be used to purchase emergency supplies and equipment, all expenditures to be approved by the bureau director.

17-5. Playground teachers shall work a 6-hour day schedule, Monday through Friday. The hours of playground teachers shall be as follows:

Monday through Friday, inclusive — 2:30 p.m. to 9:15 p.m. with 45 minutes for dinner to be taken separately as follows:

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

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

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

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

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

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

The Bureau of Health, Physical Education, Recreation, and Safety shall be supplied with an agenda of the items the

committee wishes to cover at least 48 hours before any meeting is to take place. The Bureau of Health, Physical Education, Recreation, and Safety may have in attendance any resource persons whose presence is needed in connection with a subject on the agenda. Any item the director places on a meeting agenda shall be supplied to members of the Professional Problems Committee at least 48 hours prior to the meeting.

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

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

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

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

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

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

Playground teachers granted a voluntary transfer effective

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

17-9. The Department of Human Resources shall make available in December and June a list of all playground vacancies.

17-10. The BOARD will review the need for security in playgrounds and will provide security personnel where it deems necessary.

ARTICLE 18. PRACTICAL ARTS AND VOCATIONAL EDUCATION TEACHERS

18-1. Effective September 1, 1990:

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

(b) A teacher of drafting or shop with a trade certificate shall be allowed credit for salary step placement up to and including the third step for full-time service and experience as a registered architect, registered professional engineer or drafter senior level or above, or journey-level crafts worker qualified through

completion of a registered apprenticeship program, or industrial experience at the technician level or above in the occupation for which certification is used, in a position satisfactory to the Chief Executive Officer.

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

18-2. Effective July 1, 1999, vocational teachers assigned to junior and senior level shop classes shall be programmed for 15x classes and 5x classes in schools on 50-minute schedules (or 20x and 10x for 40, 42, or 45-minute periods). Vocational teachers assigned to freshman and sophomore classes shall be programmed for 5x classes in schools on 50-minute schedules (or 10x for 40, 42, or 45-minute periods). Shop teachers on a regular day program shall have no more than 25 teaching periods. Shop teachers on an extended day program shall not have more than 30 teaching periods.

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

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

18-4. The amount appropriated in the 2003-2004, 2004-2005, 2005-2006 and 2006-2007 school years for supplies for PAVE classes shall exceed by \$250,000 for the 2003-2004 school year and \$300,000 for the 2004-2005 school year and thereafter the full regularly established per pupil appropriation for supplies for practical arts and vocational education classes. The per pupil allocation of \$250,000 for the 2003-2004 school year and \$300,000 for the 2004-

2005 school year and thereafter shall be determined by the Office of Education to Careers in consultation with a representative of the UNION. One-half of such funds shall be allocated to practical arts and vocational education teachers by October 1 of each school year. The remaining one-half shall be allocated by February 1.

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

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

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

18-6. Newly assigned teacher coordinators of office occupations and distributive education shall be regularly certified business education teachers.

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

ARTICLE 19. PSYCHOLOGISTS

19-1. School psychologists employed in the Office of Specialized Services prior to December 16, 1967, have had

the option of working 10 school months (40 weeks), 11 school months (44 weeks), 12 school months (48 weeks), or 12 calendar months. Subsequent to December 16, 1967, all school psychologists newly assigned to the Office of Specialized Services and all school psychologists who elected to convert from 12 calendar months to 12 school months shall be employed on a 12-school-month basis.

Pension contributions and sick leave shall be based on the work year for 48-week personnel. Pension contributions and sick leave for all other employment period classifications shall be based on the 40-week year.

Effective September 6, 1976, all newly appointed school psychologists and all provisional and temporarily certificated school psychologists shall be employed on a 10 school month (40 week) basis. All school psychologists currently employed on a 12 school month (48 week) basis or on an 11 school month (44 week) basis shall be given the opportunity to convert to a 10 school month (40 week) basis. Election to convert shall be final and cannot subsequently be changed at the request of the employee.

Employment of 10 school month personnel beyond 10 school months shall be considered as summer employment. Pension contributions and sick leave shall be based on a 10 school month year.

Employment of 11 school month personnel beyond 11 school months shall be considered as summer employment. Pension contributions and sick leave shall be based on a 10 school month year.

19-2. Pay shall be based upon the school month. Psychologists who are qualified as school psychologists as defined by state statute and who are assigned as psychologists by the Department of Human Resources will receive an increment of \$160 per month in addition to their basic salary.

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

19-3. The work day shall be 6-3/4 hours including a 45-minute lunch period. Effective the 2004-2005 school year, the work day shall be seven hours including a 45-minute lunch period.

19-4. In November, February and May, the Department of Human Resources will supply the UNION with a list of the vacancies for school psychologists. School psychologists may indicate their desire to transfer to said vacancies.

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

ARTICLE 20. SCHOOL SOCIAL WORKERS

20-1. Effective December 16, 1967, all newly assigned school social workers and all school social workers who elected to convert from 12 calendar months to 12 school months shall be employed on a 12-school-month basis.

Pension contributions and sick leave shall be based on the work year for 12-school-month personnel.

All newly appointed school social workers and all provisional and temporarily certificated school social workers shall be employed on a 10 school month (40

week) basis. All school social workers currently employed on a 12 school month (48 week) basis shall be given the opportunity to convert to a 10 school month (40 week) basis. Election to convert shall be final and cannot subsequently be changed at the request of the employee.

Employment of 10-school-month school social workers beyond 10 school months shall be considered as summer employment. Pension contributions and sick leave shall be based on a 10-school-month year.

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

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

20-3. In November, February and May, the Department of Human Resources will supply the UNION with a list of the vacancies for school social workers. School social workers may indicate their desire to transfer to said vacancies.

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

ARTICLE 21. SPECIAL EDUCATION TEACHERS

21-1. Definition of Special Education Teacher: The term “special education teacher” includes all qualified teachers assigned or appointed as teachers of students with disabilities in any of the following categories: cognitive disabilities (EMH, TMH and SPH), learning disabilities, physically impaired, other health impaired, traumatic brain

injured, multiply impaired, developmentally disabled, emotional disturbance, visually impaired, deaf and hard of hearing, autism or speech. For the purposes of Article 21 only, the term “special education teacher” also includes physical and occupational therapists.

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

21-1.2. Effective September 1, 1971, regularly certificated and full-time-basis substitute teachers assigned to special education classes who have completed 30 semester hours of approved graduate credit in the areas of special education shall be permitted to advance to Lane II of the salary schedule. Effective July 1, 2004, regularly certificated teachers and TATs assigned to special education classes who have completed 30 semester hours of approved graduate credit in the areas of special education shall be permitted to advance to Lane II of the salary schedule. Termination of service in the area of special education shall cause said teacher to revert to the appropriate lane of the salary schedule and, further, it shall be the responsibility of the teacher to notify the Department of Human Resources of such termination.

21-1.3. Teachers who possess the necessary qualifications for possible assignment in the area of special education are encouraged to make application for such assignment. In order to make known those existing opportunities, the BOARD agrees to supply the UNION in November, February and May of each year with a list of the vacancies. Special education positions not filled by an appointed teacher certificated as a special education

teacher shall be considered a vacancy.

21-1.4. The principal or the principal's designee shall advise special education teachers within 20 school days after the budget is received in the school, of the total amount of funds available under Fund 210 and Fund 300 special education activity numbers, and the current object, as contained the annual school budget, for the purchase of supplies and materials.

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

21-1.5. A student with disabilities shall be placed in educational programs and included in all school activities in accordance with the student's Individual Educational Program (IEP).

21-1.6. The amount of money allocated for books and materials for special education students shall be on a per capita rather than a class enrollment formula.

21-1.7. Related Services Personnel (school psychologists, school social workers, school nurses and/or other district resource personnel) shall meet periodically with special education teachers to discuss matters of professional interest.

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

21-1.8. One in-service meeting per year for special education teachers shall be scheduled on an area, district, assignment or other basis to discuss educational, medical

and other topics related to their assignment.

21-1.9. The BOARD shall distribute a copy of the updated **“Procedural Manual for Educating Students with Disabilities in the Chicago Public Schools ”** to each full-time teacher assigned to a special education position.

21-1.10. New special education teachers of high school students with cognitive disabilities shall be provided with appropriate in-service education during the school day to the extent possible with the supervisory staff and the substitute service available.

21-1.11. A high school or elementary school special education teacher shall refer a student with cognitive disabilities in that teacher’s class at any time said teacher believes reevaluation is desirable. Said teacher shall continue to be alert to children who appear in need of different special education placement.

21-1.12. In accordance with the provisions of Article 29-1 of this Agreement the UNION shall have representation on city, area or school level committees established to plan and develop proposals seeking government funding for programs in special education subject areas.

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

21-2.1. One staff member able to communicate with students who are deaf or hard of hearing shall be designated to remain in the school until any emergencies occurring after the regular school day have been resolved.

21-3. Speech Pathology Teachers.

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

Vacancies shall be filled based upon citywide needs. First

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

21-3.2. Speech pathology teachers who travel from one school to another during the noon hour shall be allowed 75 minutes including lunch for travel time.

21-3.3. Wherever possible, speech pathology teachers shall be provided with space which is as free from noise and interruption as the administration of the educational program and the location of the school permits.

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

ARTICLE 22. STADIUM DIRECTORS

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

Effective September 1, 1993:

First year	\$64.37 per month
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Second year and thereafter	\$96.52 per month
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22-2. The working schedule of days and hours for stadium directors shall be determined by the area instructional officer in accordance with the needs of the program.

ARTICLE 23. CLASSIFICATION OF SUBSTITUTE TEACHERS

23-1. When a vacancy has remained unfilled for fifteen (15) consecutive school days, the principal notifies the

Department of Human Resources in writing. Vacancies that continue for a period of more than twenty consecutive school days shall be filled by the Department of Human Resources with a full-time-basis (FTB) substitute teacher approved by the principal so as to assure that the racial composition, and where possible, the experience and educational training of each school's faculty more nearly approach the system-wide proportions as follows:

If a vacancy is filled by a teacher approved by the principal whose assignment would assure that the racial composition, and where possible, the experience and educational training of each school's faculty more nearly approach the system-wide proportions, that teacher shall be assigned to the position as an FTB by the Department of Human Resources provided the teaching permit area requirements are met.

If a vacancy is filled by a teacher approved by the principal who does not enhance integration but who has agreed in writing to accept an assignment to enhance integration and no other vacancy exists to which the teacher could be assigned to enhance integration, that teacher shall be assigned to the position by the Department of Human Resources provided the teaching permit area requirements are met.

It is agreed and understood that all applicants for assignment as full-time-basis (FTB) substitute teachers must indicate in writing, to the Department of Human Resources their willingness to work on a full-time-basis. The designation does not include provisional teachers, 100 day pensioners, teachers holding regular teaching permits who have waived or resigned a regular appointment, teachers who have refused an assignment as a full-time-basis (FTB) teacher, nor teachers who do not hold the appropriate teaching permit or do not have an approval request authorization approved by the

Department of Human Resources for the given subject.

23-2. The title **Day-to-Day Substitute** is used to designate all other substitute teachers.

23-3. Teachers who hold temporary teaching certificates (other than provisional certificates) who are employed as full-time-basis (FTB) substitutes 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 Sections 4-28 of the **Rules of the Board of Education** covering salary adjustments are met and an application (Salary Adjustment T. Per. 41) and, if outside time is involved, an affidavit (Affidavit Form T. Per. 42) are filed with the Department of Human Resources, Bureau of Salary Administration. The Department of Human Resources, Bureau of Salary Administration, shall acknowledge within 25 days, in writing, the receipt of such application and shall indicate any deficiency in the application. At the time application is made, the teacher shall furnish the Department of Human Resources, Bureau of Salary Administration, with a stamped, self-addressed envelope.

To be eligible for a salary adjustment based on teaching experience in the Chicago public schools effective on the date of employment, full-time-basis (FTB) substitute teachers must make proper claim to the Department of Human Resources, Bureau of Salary Administration, within 60 days of the date of employment. After 60 days the effective date for a salary adjustment based on teaching experience in the Chicago public schools shall be the date proper claim is received in the Department of Human Resources, Bureau of Salary Administration.

Salary step adjustments for outside teaching experience for full-time-basis (FTB) substitute teachers shall be made

effective from the date of employment provided that proper claim and documentary proof are on file within 90 days of employment. After 90 days of employment, the effective date for salary adjustments becomes the date on which the application and affidavit are received in the Department of Human Resources, Bureau of Salary Administration.

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 full-time-basis substitute teacher.

23-4. Teachers who hold temporary teaching certificates (other than provisional certificates) who are employed as full-time-basis (FTB) substitutes, and who qualify to take an examination for a regular teaching certificate, and who agree to take the examinations as soon as it is offered by the Bureau of Employment Eligibility shall also 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 4-28 of the **Rules of the Board of Education** covering salary adjustment are met and an application (Salary Adjustment T. Per. 41) and, if outside time is involved, an affidavit (Affidavit Form T. Per. 42) is filed with the Department of Human Resources.

Any full-time-basis (FTB) substitute teacher who has had the above-mentioned salary adjustment and who fails to qualify for placement on an Academically Qualified List, if established by the Bureau of Employment Eligibility within one year shall revert to the full-time-basis (FTB) substitute teacher's appropriate step and lane but no higher than step two.

Teachers on existing eligibility lists who are employed as fulltime-basis (FTB) substitute teachers shall also be

eligible for additional salary adjustment in accordance with the above-cited requirements and procedures.

23-4.1. The full burden of responsibility for submitting claim and proof thereof of all salary and/or lane advancements rests with the teacher. Experience outside of Chicago must be documented.

23-4.2. Whenever a full-time-basis (FTB) substitute teacher is placed on an Academically Qualified List by the Bureau of Employment Eligibility, said full-time-basis (FTB) substitute teacher shall not be subject to the salary step limitations outlined in Articles 23-3 and 23-4 of this Agreement.

23-5. FTBs may be exchanged, assigned or reassigned by the Department of Human Resources in such a way as to enhance and maintain the goals of the Plan to Implement the Provisions of Title VI of the Civil Rights Act of 1964 and to assure that the racial composition, experience and educational training of each school's faculty are in accordance with the Plan.

FTBs in a school who do enhance the achievement of the integration goal and who have regular certificates and who have satisfactory ratings shall have preference over other FTBs in filling vacancies in the area of certification in that school for the following school year.

A review committee shall be established to hear and decide appeals only on the basis of hardship in the case of FTBs whose assignments were made subsequent to June 30, 1999, to enhance and maintain the goals of the Plan provided that said teacher has not had a prior review within the past twelve months.

23-6. FTBs being removed from an assignment during the school year, except when being replaced by a regularly appointed certificated teacher, shall have the right to a conference at the personnel office and may be represented by the UNION.

ARTICLE 23A. CLASSIFICATION OF TEACHERS
Effective July 1, 2004, Article 23A supersedes Article 23.

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

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

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

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

Temporarily Assigned Teacher (TAT): A teacher temporarily assigned to fill a vacant position or the position of an appointed teacher on leave.

Cadre Substitute: A day-to-day substitute teacher who is assigned to the “cadre” established under Article 27 of this Agreement.

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

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

23A-2. Conversion of Full-Time-Basis Substitute Teachers (FTBs) to Probationary Teachers or Temporarily Assigned Teachers (T ATs).

Effective July 1, 2004, the parties agree that the classification of Full-Time Basis Substitute Teacher (FTB) shall cease to exist. Any FTB employed by the Board on

June 30, 2004 will be reclassified as a Probationary Teacher or a Temporarily Assigned Teacher in accordance with this Section. Effective July 1, 2004, any qualified FTB who is assigned to a vacant position on June 30, 2004 will be appointed as a probationary teacher in such position for 2004-2005 school year; provided that, if there is a reduction in the number of vacancies at the school, the appointment of FTBs to such vacancies shall be on the basis of certification and seniority. Any certified FTB will have the option of transferring to another school prior to July 1, 2004 without an administrative transfer, provided the FTB is selected by the receiving school's principal. Any certified FTB who is not assigned to a vacant position on June 30, 2004 or who holds a Type 29 certificate will become a TAT effective July 1, 2004.

23A-3. Probationary Teachers

23A-3.1. Probationary teachers shall be appointed on an annual basis in accordance with this Article and Section 34-84 of the Illinois School Code [105 ILCS 5/34-84].

23A-3.2. A probationary teacher who is completing his/her first, second or third year of probationary service shall receive written notice at least thirty (30) calendar days before the end of the school year as to whether the teacher will be reappointed for the following school year. Such notice does not need to provide a reason for the non-renewal of the teacher's employment. A teacher who does not receive such notice shall be deemed reappointed for the following school year. A teacher's reappointment for the following school year is subject to the "20th Day Rule" set forth in 105 ILCS 5/34-84. A probationary teacher who is displaced in accordance with the "20th Day Rule" will become a cadre substitute for the remainder of the school year.

23A-3.3. A probationary teacher who is completing his/her final year of probationary service prior to earning

tenure shall receive written notice at least thirty (30) calendar days before the end of the school year as to whether or not the teacher will be reappointed for the following school year. A probationary teacher who is not reappointed shall be provided a reason in the notice for the non-renewal of his/her employment. A teacher who does not receive such notice shall be deemed reappointed for the following school year and shall become a tenured teacher effective at the start of the next school year.

23A-4. Temporarily Assigned Teachers

23A-4.1. A TAT who is assigned to a vacant position shall be appointed as a probationary teacher.

23A-4.2. When a TAT is assigned to a position for a teacher on leave and that position becomes vacant, the TAT shall be appointed as a probationary teacher to such position within ten (10) days of the date on which the position became a vacancy.

23A-4.3. When a TAT is assigned to a position for a teacher on leave and the appointed teacher returns from the leave, the TAT shall become a cadre substitute for the remainder of the school year.

23A-5. The title Day-to-Day Substitute is used to designate all other substitute teachers.

23A-6. Teachers who hold temporary teaching certificates (other than provisional certificates) 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 Sections 4-28 of the **Rules of the Board of Education** covering salary adjustments are met and an application (Salary Adjustment T. Per. 41) and, if outside time is involved, an affidavit (Affidavit Form T. Per. 42) are

filed with the Department of Human Resources, Bureau of Salary Administration. The Department of Human Resources, Bureau of Salary Administration shall acknowledge within 25 days, in writing, the receipt of such application and shall indicate any deficiency in the application. At the time application is made, the teacher shall furnish the Department of Human Resources, Bureau of Salary Administration with a stamped, self-addressed envelope.

To be eligible for a salary adjustment based on teaching experience in the Chicago public schools effective on the date of employment, TATs must make proper claim to the Department of Human Resources, Bureau of Salary Administration within 60 days of the date of employment. After 60 days the effective date for a salary adjustment based on teaching experience in the Chicago Public Schools shall be the date proper claim is received in the Department of Human Resources, Bureau of Salary Administration.

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 90 days of employment. After 90 days of employment, the effective date for salary adjustments becomes the date on which the application and affidavit are received in the Department of Human Resources, Bureau of Salary Administration.

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.

23A-7. 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 4-28 of the **Rules of the Board of Education** covering salary adjustment are met and an application (Salary Adjustment T. Per. 41) and, if outside time is involved, an affidavit, (Affidavit Form T. Per. 42) is filed with the Department of Human Resources, Bureau of Salary Administration.

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.

23A-7.1. The full burden of responsibility for submitting claim and proof thereof of all salary and/or lane advancements rests with the teacher. Experience outside of Chicago must be documented.

23A-8. TATs removed from an assignment during the school year, except when replaced by an appointed certificated teacher, shall have the right to a conference at the Office of Labor and Employee Relations and may be represented by the UNION.

23A-9. In filling vacant positions (other than under Article 23A-2 of this Agreement), the principal shall exercise good faith to assure that, where possible, the racial composition, experience and education training of each school's faculty approaches the system-wide proportions.

ARTICLE 24. SUMMER SCHOOL

24-1. Assignments to regular summer school positions shall be made 10 school days prior to the end of the school year.

24-1.1. Each year summer school employment applications shall be available on or before the Monday following spring

vacation. Nothing herein shall be construed to be applicable to any program which may be developed, funded, or implemented subsequent to the above-stated date.

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

24-1.3. The BOARD shall establish a list of teachers and other members of the bargaining unit assigned to summer schools during the 2004, 2005, 2006 and 2007 summer school sessions within ten days after the date summer school assignments are made under the provisions of Article 24-1.2 and 24-2 of this Agreement.

24-2. Effective September 1, 2003, assignments to all summer schools shall be made in the following order: (1) appointed teachers certified in the subject matter or grade level within the school; (2) if certified teachers within the school are unavailable or insufficient, then preference will be given first to tenured teachers and then non-tenured teachers outside the school, but within the school district; (3) FTBs or, effective July 1, 2004, TATs; (4) day-to-day substitutes.

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

24-4. Effective July 1, 2004, in schools where there are more qualified applicants for summer school positions

than positions available, preference shall be given to applicants who have taught fewer than two summer sessions immediately preceding the current summer session. Efficiency ratings may be a consideration.

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

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

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

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

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

If the regularly certified school clerks assigned to the school during the regular school year waive this opportunity, the position shall be filled at the discretion of the principal.

ARTICLE 25. TEACHER ASSISTANTS

25-1. The BOARD shall employ and maintain 900 teacher assistants in elementary schools and 900 teacher assistants in the high schools. The Chief Executive Officer

shall consult and advise the President of the UNION monthly on status and progress.

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

ARTICLE 26. SCHOOL NURSES

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

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

26-3. Effective December 16, 1967, all newly assigned school nurses and all school nurses who elected to convert from 12 calendar months to 12 school months shall be employed on a 12-school-month basis.

Pension contributions and sick leave shall be based on the work year for 12-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 10-school-month (39) week basis. All school nurses currently employed on a 12-school-month (47 week) basis shall be given the

opportunity to convert to a 10-school-month (39 week) basis. Election to convert shall be final and cannot subsequently be changed at the request of the employee.

Employment of 10-school-month school nurses beyond 10 school months shall be considered summer employment. Pension contributions and sick leave shall be based on a 10-school month year.

26-4. In accordance with Section 6-12 of the **Rules of the Board**, the school nurse and the health assistants assigned to a school are under the supervision of the principal. The school nurse shall have direct supervision over health records as well as responsibility for assigning specific duties to the health assistant which relate to the health program.

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

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

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

26-7. Effective September 1, 1990, all newly appointed and new full-time-basis (FTB) substitute school nurses shall receive credit on the teacher salary schedule for full-time nursing experience subsequent to receipt of a

Bachelor's degree in accordance with the provisions of Articles 23-3, 23-4, 23-4.1, and 23-4.2 of this Agreement.

26-8. Health Service Nurses (HSN) 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 children and staff in Chicago Public Schools.

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

ARTICLE 27. CLASS COVERAGE

27-1. Effective January 1, 1969, the BOARD shall hire and maintain additional day-to-day substitutes in addition to the 900 previously agreed upon to cover the classes of absent teachers so that educational programs in elementary schools, middle schools, education and vocational guidance centers, and high schools shall not be curtailed.

In removing the ceiling heretofore in effect, it is agreed that the BOARD will diligently utilize all possible means to hire and assign up to 300 of such additional substitutes.

27-1.1. Effective July 1 of each year, the BOARD shall establish a day-to-day substitute Cadre to which it will select and assign day-to-day substitute teachers for each school year to cover the classes of absent teachers in the elementary schools, middle schools, upper grade centers, and education to careers centers. On all pupil attendance days through November 1, when the number of teachers absent is less than 300, the remaining Cadre members shall be sent to those schools which the BOARD identifies as having the greatest instructional needs. On all pupil

attendance days after November 1, when the number of teachers absent is less than 300, the remaining Cadre members shall be sent to the schools which the BOARD identifies as having the greatest instructional needs.

The Department of Human Resources shall establish criteria to be used in the selection and retention of teachers in the substitute Cadre; certified teachers awaiting appointment shall be given first priority for assignment to the day-to-day substitute Cadre. The day-to-day substitute teachers selected by the BOARD shall be employed on all pupil attendance days during the time they are assigned to the substitute Cadre other than on the final day of the school year. Said day-to-day substitute teachers shall be continuously available to perform substitute service. Further, they shall accept all assignments in any and every school.

Whenever a Cadre member becomes a full-time-basis (FTB) substitute teacher under the provisions of Article 23-1 of this Agreement, a day-day-substitute replacement shall be employed immediately. If a Cadre member is subsequently removed from FTB status, for reasons other than unsatisfactory service, said teacher shall be reassigned to the Cadre as soon as an opening becomes available. Effective July 1, 2004, members of the Cadre are eligible to become TATs pursuant to Article 38-5 of this Agreement. Whenever a Cadre member becomes a TAT, a day-to-day-substitute replacement shall be employed immediately. If a Cadre member is subsequently removed from TAT status for reasons other than unsatisfactory service, said teacher shall be reassigned to the Cadre as soon as an opening becomes available.

The number of day-to-day substitutes in the Cadre shall not fall below 900. Every effort shall be made to recruit a portion of day-to-day substitute teachers for the Cadre who meet the needs of pupils whose first language is other

than English.

Day-to-day substitute teachers employed in the Cadre shall be paid \$116.33 during the 2002-2003 school year, \$120.98 during the 2003-2004 school year, \$125.82 during the 2004-2005 school year, \$130.85 during the 2005-2006 school year and \$136.09 during the 2006-2007 school year. The provisions of Article 44-2 shall not apply to required in-service training for the Cadre 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 day-to-day substitute teacher employed full-time in the Cadre. A day-to-day substitute teacher employed full-time in the Cadre shall have the option of purchasing at the substitute teacher's own expense family plan hospitalization and major medical insurance coverage at the group rate during the period said day-to-day substitute teacher is assigned to the Cadre. Cadre substitutes shall receive holiday pay provided the teacher 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 this substitute Cadre are limited to those enumerated in this Article.

In the event that salary increases exceed 4% for the 2006-2007 school year, per diem salary rates for day-to-day substitute teachers employed in the Cadre shall be increased by the same amount provided to teachers and other bargaining unit members.

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

In elementary schools, middle schools, education and vocational guidance centers, and high schools, at no time should special programs such as library, physical education, shop, TESL, bilingual or special reading

classes, be discontinued so that substitute service may be performed by teachers of these programs, except in the case of emergencies, in which case the above teachers shall be subject to last call after available non-teaching certificated personnel have been assigned.

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

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

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

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

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

ARTICLE 28. CLASS SIZE

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

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

A. Staffing:

28 at the kindergarten level

28 at the primary level

31 at the intermediate level and upper grade level

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

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

- a. the total number of intermediate and upper grade students will be divided by 31 on a whole number basis, i.e., the division will not be extended to a decimal place. If the division is uneven, then the remaining students will be included in the primary membership;
- b. the total number of primary students will be divided by 28 extended to one decimal place, and rounded up to the nearest whole number;
- c. the total number of kindergarten students will be divided by two, extended to one decimal place, and rounded up to the nearest whole number; this number will then be divided by 28, extended to one decimal place, and rounded up to the nearest half (0.5) number;
- d. the sum of a, b, and c represents the total number of teaching positions which shall be provided to each elementary school;
- e. teachers assigned to the Intensive Reading Improvement Program or to bilingual programs

will not be counted as part of the number provided to implement the maximum class size program in each school.

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

B. Organization

1. Elementary Schools With Space Available

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

27-29 in kindergarten classes

27-29 in primary grade classes

30-32 in intermediate classes and upper grade classes

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

2. Elementary Schools Without Space Available

In those elementary schools in which space is unavailable to organize classes as indicated above, the additional teachers provided under the staffing in "A" will share the curriculum planning, instructional responsibilities, and all other related duties of teachers. Said additional teachers will be programmed in such a way as to provide for maximum teacher-pupil contacts on a regularly scheduled basis to share the instructional load of the classroom teachers. Said

additional teachers should not be used primarily for:

- administrative assistance
- building security purposes
- clerical or office-type tasks
- discipline purposes
- substituting
- lunchroom duty
- playground duty
- guidance purposes — adjustment and counseling

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

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

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

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

II. High School Staffing and Organization*

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

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

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

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

Implementation of the policy on class size in specific schools may result in problems relating to individual class sizes, single section classes, installation of experimental programs, scheduling of special subject classes, and class organization and reorganization. Local school deviations from class sizes indicated above may be made by the principal, after consulting the Professional Problems Committee and the teachers involved, when necessary to implement special programs for instructional improvement or to meet special needs of the particular schools. The total number of subject matter students assigned to each teacher should not exceed the number of subject classes multiplied by the maximum class size for the given subject indicated.

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

Art: 31
General Music: 34
Physical Education: 40

III. Elementary Schools – Art & Music

The Board will continue to assign art and music teachers

to elementary schools in accordance with the following formula:

.5 position for schools whose enrollment is 750 or less;
1.0 position for schools whose enrollment is 751 or more.

IV. Shop, Home Economics, Laboratory and Drafting

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

V. Special Education

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

VI. Administrative Discretion in Exceptional Circumstances

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

VII. Procedures for Modifying Class Size Policy

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

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

the joint BOARD-UNION Class Size Supervisory Committee as established in Article 28-3 of this Agreement.

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

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

28-4. Class Size Supervisory Committee. A joint BOARD-UNION Class Size Supervisory Committee shall be established under the provisions of Article 45-1 of this Agreement to oversee the class size monitoring panels and to resolve matters brought to the Committee by the panels. The BOARD agrees to commit \$2,000,000 during the term of this Agreement to fund the costs associated with implementing the Committee's recommendations that are adopted by the BOARD and UNION which shall be used to reduce class size by at least one student in identified kindergarten and first grade classes in neighborhood elementary schools.

ARTICLE 29. CURRICULUM GUIDE AND TEXTBOOK EVALUATION COMMITTEES

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

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

ARTICLE 30. DISCIPLINE

30-1. A teacher, upon written notice to the principal or the principal's designee, and upon receipt of written instruction of where the pupil is to be sent, which the principal or the principal's designee shall send immediately, may exclude from class a pupil who is causing serious disruption.

Whenever a pupil is excluded from class the teacher will confer with the principal, or the principal's designee, to provide the necessary information concerning the pupil and shall provide a complete written statement of the problem within 24 hours. Said written statement shall include a summary of any informational background or prior action taken by the teacher relative to the student's behavioral problems. The principal or the principal's designee, will only reinstate the pupil after a conference on classroom conduct and school rules which will be held on

non-instructional time and must include the teacher.

The principal, or the principal's designee, and the classroom teacher will initiate immediately a diagnostic review with appropriate members of staff to attempt to determine the basic cause of the pupil's problem and the corrective measures to be taken.

30-2. After a total of three written referrals for a pupil causing serious disruption, the principal or the principal's designee, shall have the child, parent 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 child, that procedure may be substituted. This shall be a prerequisite to returning the child to class.

30-3. If the pupil continues to cause serious disruption, the principal shall suspend the pupil for a period not exceeding ten school days for each offense.

When a pupil 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 pupil's behavioral problem and the corrective measures to be taken.

30-4. Principals, or their designee, shall notify the police in case of serious school-related offenses including, but not limited to extortion, possession of narcotics, possession of alcohol, arson or attempted arson, serious theft, serious vandalism, false reports of fire or bombs, possession or use of weapons, assault on an employee and reported instances of trespassing. Trespassing is defined as

presence without invitation or consent of one in legal possession of the property.

30-5. A continuous record of 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 pupil's classroom teachers, counselor, truant officer, psychologist, social worker, and school nurse when needed.

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

Principals shall immediately report all school-related assaults by telephone, followed by a written assault report to the Bureau of School Safety/Environment and to their respective Area Instructional Officer. The Bureau of School Safety/Environment shall immediately notify the Law Department of the BOARD.

Whenever a teacher or other employee listed under Article 1-1 of this Agreement is involved in a school-related assault case resulting in court action, said employee shall inform the principal, the district superintendent, the Deputy Superintendent of Schools and the Law Department by a written notice to the office of the principal stating the date, time and place of the scheduled court appearance.

30-7. The BOARD, through its principals and other administrators, agrees to work with teachers and other members of the bargaining unit, parents, and appropriate agencies, in seeking solutions to school and classroom discipline problems within the applicable provisions of the

School Code and the **Rules of the Board of Education** .

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

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

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

ARTICLE 31. DUPLICATING FACILITIES

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

ARTICLE 32. INSURANCE

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

32-1.1. Effective September 1, 1993, the BOARD shall continue to provide the applicable coverage for teachers granted a leave for illness under the provisions of **Board Rule** 4-33 and other members of the bargaining unit on leave for ordinary or duty disability. Continued coverage

for appointed members of the teaching force and ESPs shall not exceed 25 school months. Continued coverage for FTBs or, effective July 1, 2004, 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, with the expiration of their temporary teaching certificates. Such continued coverage is subject to the provisions of Appendix B.

- (a) Effective September 1, 1993, the BOARD shall continue to provide the applicable coverage for teachers granted a leave for illness in the family, under the provisions of **Board Rule** 4-34 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) Effective September 1, 1993, the BOARD shall provide its health care plan to teachers granted a child-rearing leave of absence under Article 33-6.1 of this Agreement or **Board Rule** 4-37 and other bargaining unit members under **Board Rule** 4-11 granted a maternity or child-rearing leave of absence for a maximum of five calendar months. Such continued coverage is subject to the provisions of Appendix B.

32-1.2. Effective November 1, 1979, the Blue Shield program and the Major Medical benefit shall include services rendered by licensed clinical psychologists.

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

Effective September 1, 1990, the BOARD shall pay the full premium cost of a Basic Health Plan (Comprehensive Major Medical) and a Preferred Provider Option Plan. The lifetime benefit maximum of the Basic Health Plan (Comprehensive Major Medical) and Preferred Provider Option shall be increased to \$1,000,000.

Effective September 1, 1993, the lifetime benefit maximum of the indemnity/preferred provider option (PPO) is limited to \$1,000,000.

Effective July 1, 2004, the Board shall provide medical, prescription drug, mental health, dental and vision benefits, flexible spending accounts, life and personal accident insurance, and a savings and retirement program as set forth in the summary description attached hereto as Appendix E, subject to the terms of this Agreement.

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

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

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

The following provisions shall facilitate the BOARD's responsibility to administer the plan of benefits which is collectively bargained. The purpose is to maximize the

strength of the BOARD on behalf of the employees to purchase aggressively health care under the plan of benefits in the marketplace.

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

F. No reconfiguration of PPO institutions or change in the number or identity of HMOs shall be made except in compliance with the following:

1. The UNION shall be notified in writing of the intent to change at least ninety (90) 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.
2. The UNION and the BOARD shall meet within five (5) 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.
3. 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:
 - a. the affected PPO institutions or HMOs
 - b. the precise reason(s) the action is being contemplated
 - c. the numbers of covered participants (employees and/or dependents) receiving in-patient service from such affected institutions or HMOs at the time the notice is given.
 - d. the number of covered participants (employees and/or dependents) receiving in-patient service from such

affected institutions or HMOs during the preceding twelve (12) months.

4. The BOARD shall provide to the UNION all additional relevant information which is reasonably available and shall be responsible for notices to participants.

5. In the event the parties are unable to resolve a dispute within five (5) school days of the first meeting or such other time as may be mutually agreed upon, the dispute shall be submitted to arbitration pursuant to the provisions of Article 3-5 of the Agreement on an expedited basis.

32-3. Effective January 1, 1998, the BOARD will provide group life insurance in the amount of \$10,000 for each member of the bargaining unit, including teachers granted a leave for illness, illness in the family, child-rearing, or FMLA leave, and other members of the bargaining unit on leave for ordinary or duty disability, illness in the family, child-rearing, maternity, or paternity leave. Payment of premium for bargaining unit members on any such leave shall not exceed 25 school months. Effective July 1, 2004, said amount shall be increased to \$25,000.

32-4. If during the term of this Agreement there is enacted any federal or state legislation which has significant impact on the health care program provided for herein, including the cost of such program, either party may by written notice to the other, delivered within sixty (60) calendar days of the enactment of such legislation, reopen negotiations for the sole purpose of negotiating such changes in the health care program as may be warranted by such legislation. If the parties cannot reach agreement on such changes within ninety (90) days of the delivery of such notice, then either party may invoke interest

arbitration by providing written notice to the other party and to the American Arbitration Association. In the event such interest arbitration procedures shall be invoked, the arbitrator shall have the authority, but only the authority, to make such changes in Article 32 and in the medical and health care benefits as are warranted by such legislation. Such authority shall include the right to modify the insurance coverage and contributions provided herein.

32-5. Effective September 1, 1993, 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.

32-6. The BOARD shall provide a preferred provider option (PPO) to the indemnity health plan.

Effective January 1, 1994, the \$400 in-patient hospital deductible shall be waived if the employee uses the preferred provider option. The \$750 deductible shall be reduced to \$250 if the individual employee uses participating hospitals and participating physicians. The 40% co-insurance under the indemnity health plan shall be reduced to 10% if the employee uses the preferred provider option. There shall be a maximum annual out-of-pocket expense for individuals using the preferred provider option of \$1,250 rather than the \$3,750 provided for in the indemnity health plan. The maximum annual out-of-pocket expense for a couple using said plan shall be \$2,500 rather than the \$7,500 provided for in the indemnity health plan and a family using said plan shall have an annual out-of-pocket expense maximum of \$3,750 rather than the \$11,250 provided for in the indemnity health plan. The out-of-pocket limitations shall be calculated on a plan year basis. (Plan years commence September 1 annually during the term of this Agreement.) Effective July 1, 2004, the terms of this Section are superseded by Appendix E.

32-7. Effective December 15, 1975, the BOARD shall pay the full premium cost of an individual dental plan for each full-time teacher or other member of the bargaining unit. Effective July 1, 2004, the terms of this Section are superseded by Appendix E.

32-8. Effective August 21, 1999, qualified domestic partners of teachers or other bargaining unit members are entitled to the same benefits as are available to the spouses of teachers or other bargaining unit members.

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

- they are each other's sole domestic partner, responsible for each other's common welfare; and
- neither party is married; and
- the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- each partner is the same sex and resides at the same residence; and
- two of the following four conditions exists for the partners:
 1. The partners have been residing together for at least 12 months prior to filing the affidavit of domestic partnership.
 2. The partners have common or joint ownership of a residence.
 3. The partners have at least two of the following arrangements:
 - a) joint ownership of motor vehicle;
 - b) a joint credit account;
 - c) a joint checking account;

- d) a lease for a residence identifying both domestic partners as tenants.

- 4. The teacher or other bargaining unit member declares that the domestic partner is identified as a primary beneficiary in the teacher or other bargaining unit member's will.

Any change in the circumstances which have been attested to in the documents qualifying an individual as a domestic partner must be provided to the BOARD within 60 days of said change.

A minimum of 12 months must elapse before a teacher or other bargaining unit member may designate a new domestic partner.

ARTICLE 33. LEAVES OF ABSENCE

33-1.1. In case of absence exceeding 10 consecutive school days due to personal illness, a FTB or, effective July 1, 2004, a TAT may apply for and secure a leave of absence without pay, except as provided in the sick pay rule. Such leave shall not exceed five school months unless extended, provided, however, all leaves granted such teachers shall expire at the end of June with the close of the school term.

33-1.2. In the event that a FTB or, effective July 1, 2004, a TAT receives another certificate, said teacher will be eligible to apply for and secure another leave of absence upon presentation of proof establishing continued serious personal illness. Said extension will be limited to five school months, and the teacher must pass a health examination by a medical examiner of the BOARD before returning to teaching.

33-1.3. The replacement of a FTB or, effective July 1, 2004, a TAT by a regularly certified teacher or by another

temporarily certified teacher in the position occupied by said teacher shall not affect the leave as far as eligibility for sick leave pay is concerned.

33-1.4. Leaves of absence may also be granted, without pay, except as provided in the sick pay rule, to any FTB or, effective July 1, 2004, any TAT who shall file a written request for leave because of the serious illness of a member of the immediate family, that is, one who resides with or is supported by such teacher. Such leaves may not exceed five school months within two consecutive school years, provided, further, that such leaves shall automatically expire with the expiration of their temporary certificates at the end of June with the close of the school term.

33-2. Personal illness leaves may be extended to a maximum of 25 school months for appointed teachers.

33-3. In addition to the provisions of **Board Rule** 4-8 (d), whenever the absence of a teacher or other bargaining unit member is caused by the death of the teacher's parent, spouse, domestic partner, child, brother or sister, or grandparent, such employee shall be paid the basic salary for the number of days absent from the date of death to the date the employee returns to work provided that the number of days shall not exceed 10 days with the last five being applied against accumulated allowable sick leave.

33-4. When a leave has been granted for an appointed teacher for travel or study, the absence shall not be construed as a break in service so far as seniority is concerned, and the position shall be held open as provided by **Board Rule** 4-31.

33-5. Teachers or other bargaining unit members, including any selected by the UNION, may be granted leave with the approval of the Chief Executive Officer and with authorization from the BOARD to attend, without loss of salary, conferences, meetings, workshops, or

conventions of professional organizations which in the judgment of the Chief Executive Officer are beneficial or related to the work of the schools, or a commencement exercise at which a degree is being conferred on the employee. Such leave to attend a commencement exercise shall be limited to one day.

33-5.1. When a teacher or other bargaining unit member applies for a leave under the provisions of **Board Rule 4-32**, pertaining to leave to attend conferences, the application shall be accompanied by a self-addressed, stamped envelope. The Department of Human Resources shall provide written notification of the approval or disapproval of said leave to the applicant within 25 school days after the receipt of the application by the Department of Human Resources.

33-5.2. Teachers or other bargaining unit members requesting leaves to attend educational conferences, meetings, or conventions, or to receive university degrees must file proper application prior to deadline dates established by the Department of Human Resources in an annual personnel bulletin.

33-6. FMLA Leave. Bargaining unit employees who have been employed for at least 12 months and who have worked a minimum of 1,250 hours of service during the previous 12-month period shall be entitled to unpaid leave under the Family and Medical Leave Act (“FMLA”) as set forth in Appendix G.

33-6.1. Child-Rearing Leave.

- (a) A teacher may request leave for the purpose of caring for his/her newborn child.
- (b) In case of absence exceeding ten (10) consecutive school days due to the birth of his/her child or adoption of his/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 therefor. The Chief Executive Officer shall have authority, subject to the approval of the BOARD, to grant child-rearing leave. A child-rearing leave taken subsequent to the effective date of this Agreement shall be for a period of not more than four years from the date on which such leave becomes effective. Continuous child-rearing leaves shall not exceed eight years. The teacher's position shall be held open during the first period of ten successive school months of child-rearing leave or to the end of the semester immediately following said ten months upon the written request of the teacher for such extension. Upon the expiration of such period of time, if the teacher thereafter does not return, the teacher's position shall be declared vacant, provided, however, that upon reporting for duty at the expiration of the child-rearing leave, the teacher shall be eligible for immediate assignment. Child-rearing leave may be terminated before the expiration of ten successive school months upon the written request of the teacher.

33-6.2. The provisions of **Board Rule** 4-37(c) 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.

The provisions of **Board Rule** 4-36.1 pertaining to adoption shall be amended to provide that teachers shall be eligible to apply for child-rearing leave if they accept for adoption a child less than five years of age.

33-6.3. A teacher on child-rearing leave may be permitted to serve as a day-to-day substitute at the daily rate paid

such a substitute teacher, except when a teacher granted such a leave shall be eligible for sick pay. A teacher so employed as a day-to-day substitute will not be permitted to count such employment to extend the leave nor for purposes of salary adjustment.

33-7. All full-time teachers and other full-time employee members of the bargaining unit (except temporary teachers employed on a part-time hourly or day-to-day basis) shall be granted three school days leave for personal business during each calendar year without loss of pay or deduction from sick leave on the basis of and during the period set up for their positions in the budget consistent with **Board Rule** 4-35, except that no personal business day may be taken the first week of school or the last week of school, and effective September 1, 1970, the day before or the day after a school holiday unless it is used to attend the graduation exercise of a child or spouse, or for a religious holiday, or unless an emergency exists and proof of which is filed with the employee's supervisor immediately upon return. All teachers and other bargaining unit members with less than one year's experience in the Chicago public schools shall receive personal business leave according to this formula: Those beginning employment between January 1 and March 31, 3 days; between April 1 and September 30, 2 days; between October 1 and November 30, 1 day; and between December 1 and December 31, 0 days.

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

Notice of such leave shall be given as far in advance as possible. In giving notice of such leave or, immediately upon return to school, if the leave was an emergency, the

employee shall complete the form required by the BOARD but shall not be required to give explanation other than that the leave was taken for one of the specific reasons indicated in this section except as above required. Effective September 1, 1983, at no time shall three personal business days be taken in succession.

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

33-7.1. New full-time teachers and new full-time members of the bargaining unit shall complete a 60-school day waiting period in order to be eligible for a personal business day (for any reason other than a religious holiday). This provision shall not be applicable to teachers or other bargaining unit members who have been granted personal business days in the preceding school year and have not terminated their services.

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

33-8.1. New full-time teachers and new full-time members of the bargaining unit shall complete a 60 school day waiting period in order to be eligible for sick days pay. This provision shall not be applicable to teachers or other bargaining unit members who have been granted sick days in the preceding school year and have not terminated their services.

33-9. Effective February, 1974, teachers on extended-day

programs, including 8-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 4-8**.

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

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

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

33-13. In a case of absence exceeding 10 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 10 school months nor be in excess of a total of 10 school months in any 2 consecutive school years. The teacher's position shall be held open for 10 school months or to the end of the semester immediately following said 10 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/her accumulated sick leave for the entire period of personal illness leave shall have his/her position held open.

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

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

A request for extended sick leave must be directed to the Human Resources Director by the Chief Executive Officer, Chief Procurement Officer, Chief Operating Officer, Chief Fiscal Officer, the Attorney, or the Chiefs of Staff to the CEO or to the BOARD. Such request shall be submitted in the manner designated by the Human Resources Director 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 Human Resources Director whose decision shall not be subject to further review.

33-16. Pension Enhancement Program

Employees who (1) are eligible for retirement under the Public School Teachers' Pension and Retirement Fund of Chicago or the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund; (2) intend to retire on or before June 30 in the years 2004, 2005, 2006 or 2007; (3) submit an irrevocable notice of their intent to retire by March 1 in accordance with the schedule set forth below; and (4) have accumulated a sufficient number of sick days at the time of such notice or by the time of the first

accelerated payment provided below, whichever is later, shall receive the following accelerated payment(s) for sick days prior to their retirement:

Sick Leave Payout	Retirement Date, on or before:	Notice Date, on or before:
One-Year Payout : 20% over the prior year's salary (includes regular salary increase)	06-30-04	03-01-04
Two-Year Payout : 10% each of the 2 prior years (in addition to regular salary increases)	06-30-05 06-30-06 06-30-07	03-01-04 03-01-05 03-01-06
Three-Year Payout : 6.6% each of the 3 prior years (in addition to regular salary increases)	06-30-06 06-30-07	03-01-04 03-01-05
Four-Year Payout : 5% each of the 4 prior years (in addition to regular salary increases)	06-30-07	03-01-04

Payments in Fiscal Year 2003-04 will be made in a salary adjustment check on or after April 1, 2004 and prior to June 30, 2004; in 2005, 2006 and 2007 a salary adjustment check will be made prior to June 30 of each year.

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

ARTICLE 34. PERSONNEL FILES: BOARD OF EDUCATION

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

34-2. Upon written request by the teacher or other bargaining unit member, the employee shall be permitted to examine his or her personnel file in the presence of a BOARD representative. Such requests shall not be honored during the two weeks prior to the opening of the

school term in September nor during the first two weeks of the school term, due to the work load of the Department of Human Resources at these particular times.

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

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

34-4.1. No derogatory statement about an ESP originating outside the Chicago public school system shall be filed by the Department of Educational Support Personnel, provided further, that any official report or statement originating within the Chicago public school system may be filed by the Department of Educational Support Personnel only if the employee is sent a dated copy thereof at the same time. The ESP may respond and such response shall be attached to the filed copy.

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

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

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

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

34-5.3. Teachers and other members of the bargaining unit who are requested to attend a conference with a parent who is accompanied by a representative of a community organization shall be given advance notification as to the subject of the conference and may have the option to have a UNION field representative present. The bargaining unit member shall be responsible for notifying the UNION.

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

34-6. No derogatory statement about a day-to-day substitute teacher originating outside of the Chicago public school system shall be placed in the day-to-day substitute's personnel file, provided, further, that any official report or statement originating within the Chicago

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

ARTICLE 35. PROMOTIONAL AND PROFESSIONAL OPPORTUNITIES

35-1. Notice of all promotional and professional opportunities occurring during the school year, including those filled by teachers on loan, shall be posted in all school offices at least 10 days and, when practical, 20 days prior to the closing date for applications. In the event such opportunities arise outside the school term, the BOARD shall notify the UNION and advertise (1) in the Personnel Bulletin, (2) on the Chicago Public Schools' website, and (3) on the Chicago Public Schools' 24-hour jobs hotline.

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

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

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

35-5. Qualified teachers holding a regular kindergarten-

primary certificate may also apply for positions as reading clinic teachers when such positions are to be staffed.

35-6. Any ancillary teaching position to be opened for the first time at the local school level shall be reported to the faculty by the principal. Within three school days thereafter, any teacher may make written application to the principal indicating said teacher's qualifications for said position. This procedure shall not apply to positions covered under the provisions of Article 35-1 of this Agreement and further must be in accordance with the Plan for the Implementation of the Provisions of Title VI of the Civil Rights Act of 1964.

35-7. Any otherwise qualified and certified career service member of the bargaining unit shall be eligible to apply for any advertised position which does not require teaching duties.

35-8. When a teacher or other bargaining unit member makes formal application for a promotional or professional opportunity including positions at reclassified or redesignated schools, the applicant's most recent efficiency rating shall be part of the criteria. The applicant's prior two efficiency ratings shall be considered if the most recent efficiency rating was the teacher's initial evaluation by the principal.

ARTICLE 36. SALARIES

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

36-1.1. Effective September 1, 1984 and thereafter, the

UNION agrees that at least 50% of regularly appointed teachers shall be paid their 39-week annual salary (Appendix 1A) prorated over 52 weeks in 26 bi-weekly payments. Teachers requesting to be paid in this manner must submit proper application to the principal on or before June 15, 1984. Said payroll status shall remain in effect throughout the 1984-85 fiscal year.

If less than 50% of the regularly appointed teachers elect to apply for the aforesaid change in payroll status, the UNION agrees that the number of teachers necessary to reach 50% of the regularly appointed teaching force shall be placed in the 52-week payment program. Said teachers shall be those teachers with the least amount of continuous service in the Chicago public schools.

Effective November 5, 1990, the UNION agrees that at least 75% of all full-time teachers shall be paid their 39-week annual salary (Appendix 1A) prorated over 52 weeks in 26 bi-weekly payments. All full-time-basis (FTB) substitute teachers and all regularly appointed teachers upon their original appointment shall be placed in the 52-week payment program. All other regularly appointed teachers requesting to be paid in this manner must submit proper application to the principal on or before June 1. These applications shall be distributed on or about May 1.

On June 10, the BOARD shall inform the UNION of the estimated date of appointment for full-time teachers who may be placed involuntarily into the 52-week payment program. The UNION shall place this information in the June issue of the **Chicago Union Teacher** .

If less than 75% of all full-time teachers elect to apply for the aforesaid change in payroll status, the UNION agrees that the number of full-time teachers necessary to reach 75% of all full-time teachers shall be placed in the 52-week payment program. Said teachers shall be those teachers with the least amount of continuous service

within the Chicago public schools.

Effective August 21, 1999 and thereafter, the UNION agrees that 85% of all full-time teachers shall be paid their 40-week annual salary (Appendix 1A) prorated over 52 weeks in 26 bi-weekly payments. All full-time-basis (FTB) substitute teachers and all regularly appointed teachers upon their original appointment shall be placed in the 52-week payment program. All other regularly appointed teachers requesting to be paid in this manner must submit proper application to the principal on or before June 1 prior to the next school year. These applications shall be distributed on or about May 1.

On June 10, the BOARD shall inform the UNION of the estimated date of appointment for regularly appointed teachers who may be placed involuntarily into the 52-week payment program for the following school year. The UNION shall place this information in the June issue of the **Chicago Union Teacher** .

If less than 85% of all full-time teachers elect to apply for the aforesaid change in payroll status, the UNION agrees that the number of full-time teachers necessary to reach 85% of all full-time teachers shall be placed in the 52-week payment program. Said teachers shall be those teachers with the least amount of continuous service within the Chicago public schools.

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

Hardship appeals shall be conducted within 15 school days following the receipt of the request. Hardships granted for the circumstances listed above shall be expedited within 15 school days following the date of the hearing. The lump-sum monies shall be paid to the

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

36-1.2. Effective September 1, 2004 and thereafter, Article 36-1.1 of this Agreement is superseded by this Article and all teachers shall be paid their annual salary prorated over 52 weeks in 26 bi-weekly payments. All deductions shall be annualized in accordance with the 52-week payment program through 26 bi-weekly deductions.

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

36-2.1. Effective September 1, 1984 and thereafter, the UNION agrees that at least 50% of ESPs shall be paid their 39-week annual salary (Appendix A24, A25, A26, A27, A27-1.1 and A28) prorated over 52 weeks in 26 bi-weekly payments. ESPs requesting to be paid in this manner must submit proper application to the principal on or before June 15, 1984. Said payroll status shall remain in effect throughout the 1984-85 fiscal year.

If less than 50% of the ESPs elect to apply for the aforesaid change in payroll status, the UNION agrees that the number of ESPs necessary to reach 50% shall be placed in the 52-week payment program. Said ESPs shall be those members with the least amount of continuous service within their job title classification within the Chicago public schools.

Effective November 5, 1990, the UNION agrees that at least 75% of all full-time ESPs shall be paid their 39-week annual salary (Appendix) prorated over 52 weeks in 26 bi-

weekly payments. All full-time provisional ESPs and all ESPs upon their date of certification shall be placed in the 52-week payment program. All other ESPs requesting to be paid in this manner must submit proper application to the principal on or before June 1. These applications shall be distributed on or about May 1.

On June 10, the BOARD shall inform the UNION of the estimated date of appointment for ESPs who may be placed involuntarily into the 52-week payment program. The UNION shall place this information in the June issue of the Chicago Union Teacher.

If less than 75% of full-time ESPs elect to apply for the aforesaid change in payroll status, the UNION agrees that the number of full-time ESPs necessary to reach 75% shall be placed in the 52-week payment program. Said full-time ESPs shall be those members with the least amount of continuous service within the Chicago public schools.

Effective August 21, 1999 and thereafter the UNION agrees that 85% of all full-time ESPs shall be paid their 40-week annual salary (Appendix A) prorated over 52 weeks in 26 bi-weekly payments. All full-time provisional ESPs and all ESPs upon their date of certification shall be placed in the 52-week payment program. All other ESPs requesting to be paid in this manner must submit proper application to the principal on or before June 1 prior to the next school year. These applications shall be distributed on or about May 1.

On June 10, the BOARD shall inform the UNION of the estimated date of appointment for ESPs who may be placed involuntarily into the 52-week payment program for the following school year. The UNION shall place this information in the June issue of the **Chicago Union Teacher** .

If less than 85% of full-time ESPs elect to apply for the aforesaid change in payroll status, the UNION agrees that the number of full-time career service members of the bargaining unit necessary to reach 85% shall be placed in the 52-week payment program. Said full-time ESPs shall be those members with the least amount of continuous service within the Chicago public schools.

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

Hardship appeals shall be conducted within 15 school days following the receipt of the request. Hardships granted for the circumstances listed above shall be expedited within 15 school days following the date of the hearing. The lump-sum monies shall be paid to the employee within two pay periods after the appeal is granted. Career service members of the bargaining unit granted hardship appeals shall not be involuntarily returned to the extended pay plan in the following school year.

36-2.2. Effective September 1, 2004 and thereafter, Article 36-2.1 of this Agreement is superseded by this Article and all ESPs shall be paid their annual salary prorated over 52 weeks in 26 bi-weekly payments. All deductions shall be annualized in accordance with the 52-week payment program through 26 bi-weekly deductions.

36-3. In accordance with the provisions of the School Code of Illinois, salary schedules and compensatory remuneration provisions in the 2003-2007 Agreement shall be subject to the terms, provisions, and conditions of appropriations therefore contained in the fiscal 2003-2004 annual and supplemental school budgets for the school year 2003-2004, and shall be subject to the terms,

provisions, and conditions of appropriations therefore contained in the fiscal 2004-2005 annual and supplemental school budgets for the 2004-2005 school year, and shall be subject to the terms, provisions, and conditions of appropriations therefore contained in the fiscal 2005-2006 annual and supplemental school budgets for the school year 2005-2006, and shall be subject to the terms, provisions, and conditions of appropriations therefore contained in the fiscal 2006-2007 annual and supplemental school budgets for the school year 2006-2007.

36-3.1. The BOARD shall pick up for each teacher and other members of the bargaining unit a sum equal to 7 percent of the amount due each such employee as set forth in Article 27-1.1. of this Agreement and in the annual salary schedules set forth in Appendix A (except A3B, A4, A7, A18, and A21) of this Agreement for the Public School Teachers' Pension and Retirement Fund of Chicago and the Municipal Employees', Officers', and Officials' Annuity and Benefit Fund to be applied to the retirement account of each such employee (not the survivors' annuity account).

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

The BOARD does not warrant that the payments made by the BOARD for the employees as set forth above are permissible prior to January 1, 1982, or that any of such payments are excludable from the employees' gross wages, and as such, the UNION and each individual bargaining unit member shall and does hereby agree to

indemnify and hold harmless the Board of Education, its members, officers, agents and employees from and against any and all claims, liability by reason of payments of said contributions to the Public School Teachers' Pension and Retirement Fund of Chicago and the Municipal Employees', Officers', and Officials' Annuity and Benefit Fund made pursuant to the provisions of this article. This pension pick-up will not constitute a continuing element of compensation or benefit beyond fiscal year 2007.

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

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

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

36-4.

A. Salary step adjustments based on previous teaching experience in the Chicago public schools shall be made no later than 45 days from the date proper claim is received in Salary Administration, Office of Labor Relations.

B. Salary step adjustments based on previous teaching

experience outside the Chicago public schools shall be made no later than 45 days from the date proper claim and documentary proof verifying employment are received in Salary Administration, Office of Labor Relations.

- C. Salary lane placement adjustments for Lane II (master's degree) and Lane VI (doctoral degree) shall be made no later than 45 days from the date proper claim and official transcript certifying completion of all degree requirements are received in Salary Administration, Office of Labor Relations.
- D. Salary lane placement adjustments for Lane III (15 hours of graduate study beyond the Master's degree) Lane IV (30 hours of graduate study beyond the Master's degree), and Lane V (45 hours of graduate study beyond the Master's degree), shall be made no later than 45 days from the date proper claim and official transcripts verifying successful completion of all course work for the 15, 30, or 45 hours beyond the Master's degree are received in Salary Administration, Office of Labor Relations.

36-5. In accordance with established policy and procedures, the full burden of responsibility for applying for and submitting claims for adjustment and for filing the necessary documentary proof with Salary Administration, to substantiate such claims for adjustment of teacher salaries as provided in Board Rule 4-28, shall rest with the teacher.

36-5.1. Salary Administration, Office of Labor Relations, shall acknowledge, in writing, the receipt of each claim within 25 days and shall note any deficiency in said claim if at the time the claim is made, the teacher has provided Salary Administration with a stamped, self-addressed envelope.

36-6. Whenever a bargaining unit member's two week pay would normally fall on the Friday following Thanksgiving, checks shall be issued and distributed on the Wednesday

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

36-7. The completion date for the fifteen (15), thirty (30), or forty-five (45) semester hours of approved graduate credit beyond the Master's degree shall be determined by the regionally accredited college or university, or the Bureau of Staff Development of the BOARD.

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

36-9. ESP Bonus. In each year of this Agreement, the BOARD shall make a \$225 one-time payment on the payroll date prior to Spring Break to those ESPs who are actively employed by the BOARD on that payroll date. The payment shall not be added to the salary schedule, but shall be pensionable.

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

ARTICLE 37. UNUSED SICK P AY

37-1. Effective September 1, 1992, teachers or other bargaining unit members who retire on reaching their 65th birthday shall receive unused sick days pay equivalent to 85% of their accumulated sick days.

Effective July 1, 1999, teachers or other members of the bargaining unit who retire with at least 33.95 years of service shall receive unused sick days pay equivalent to 100% of their accumulated sick days.

Effective July 1, 2003, teachers or other members of the bargaining unit with 20 years of service, but with fewer than 33.95 years of service, who elect to retire, and who have 40 or more unused sick days accumulated, shall receive unused sick days pay equivalent to 90% of their accumulated sick days.

37-2. Effective July 1, 1999, in the event a teacher or other member of the bargaining unit has unused sick days at the time of death, the spouse or estate of the deceased shall be entitled to apply for pay equivalent to 100% of the employee's accumulated unused sick days. This benefit is effective once the teacher or other member of the bargaining unit has accumulated 40 or more unused sick days.

37-3. Sick Leave Bank.

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

ARTICLE 38. TEACHER ASSIGNMENT PROCEDURE

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

proportions.

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

38-1.1. Assignment of teachers to adult education centers shall follow the procedures in Article 38-1 of this Agreement except that teachers with prior satisfactory full-time adult education teaching experience of at least one full school year be given preference in assignment to such centers provided said assignment is not in conflict with the **Plan to Integrate Faculties and Equalize Per Pupil Costs** .

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

38-3. A teacher who does not accept an appointment shall remain on the appropriate eligible list for as long as said teacher's permit remains valid.

38-4. The Department of Human Resources shall post and maintain current eligibility lists of teachers by permit who have been permitted and are awaiting original appointment to a vacancy.

38-5. For all staffing effective July 1, 1999, and thereafter, when substitute teachers are to be released due to the closing of divisions, appointment, re-appointment, transfer, or return from a leave of a regularly appointed teacher to the school, the principals shall utilize the following procedures:

1. Day-to-day substitutes shall be released before any FTB or, effective July 1, 2004, a TAT is released.

Day-to-day substitutes employed on temporary certificates shall be released prior to the release of day-to-day substitutes employed on regular certificates.

2. When FTBs or, effective July 1, 2004, TATs are released due to the closing of divisions, appointment, reappointment, transfer, or return from leave of a regularly appointed teacher to the school, the following procedures shall be followed:
 - a. FTB teachers or, effective July 1, 2004, TATs shall be released by the principal from a school on the basis of and consistent with their area of certification and experience according to the annual census of all FTB teachers or, effective July 1, 2004, TATs.
 - b. FTB teachers or, effective July 1, 2004, TATs so released shall be reassigned, effective the first day of student attendance of the school year, or thereafter, by the Department of Human Resources to the Cadre and shall be continuously available to perform substitute service. Further, they shall accept all assignments in any and every school. Displaced FTB or, effective July 1, 2004, TAT members of the Cadre shall continue to be eligible for all medical and dental benefits granted to FTBs or, effective July 1, 2004, TATs for twelve calendar months after reassignment to the Cadre provided said teachers remain in the Cadre. Displaced FTB teachers or, effective July 1, 2004, TATs assigned to the Cadre shall be paid at the Cadre salary rate outlined in Article 27-1.1 of this Agreement provided, however, that any displaced FTB teacher or, effective July 1, 2004, TAT who has

served as an FTB teacher or, effective July 1, 2004, TAT for 100 school days during the school year in which the displacement occurs shall be paid \$147.34 during the 2003-2004 school year, \$153.23 during the 2004-2005 school year, \$159.36 during the 2005-2006 school year and \$165.73 during the 2006-2007 school year for the remainder of that school year. In the event that the salaries of teachers and other members of the bargaining unit receive additional salary increases in accordance with the provisions of Article 36 of this Agreement in any and all years covered by this Agreement, the salaries herein referred to shall be increased by the same percentage(s). The Department of Human Resources shall provide the released FTB teacher or, effective July 1, 2004, TAT with a list of all vacant positions for which said teacher is qualified. This vacancy list shall be updated and published on a monthly basis. Released FTB teachers or, effective July 1, 2004, TATs serving in the Cadre shall be given the opportunity to apply and be interviewed for vacant positions throughout the school year. The Department of Human Resources shall maintain a list of released FTB teachers or, effective July 1, 2004, TATs in order to assist principals in filling vacancies. An FTB teacher or, effective July 1, 2004, TAT released from a school will not be reassigned to a vacancy temporarily filled by another FTB teacher or, effective July 1, 2004, TAT.

- c. 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 and is consistent with the compliance

goals for faculty desegregation outline in the Consent Decree approved by the United States District Court. If reinstated as an FTB teacher or, effective July 1, 2004, 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 FTB teachers or, effective July 1, 2004, TATs.

d. The BOARD and the UNION agree that said displaced FTB teachers or, effective July 1, 2004, TATs shall be included in the number of Cadre substitute teachers maintained by the BOARD under the provisions of Article 27-1-1 of this Agreement. If the number of released FTB teachers or, effective July 1, 2004, TATs causes the size of the Cadre to exceed the specified 300 members from September to November 1 or 900 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 FTB teachers or, effective July 1, 2004, TATs.

e. Effective July 1, 2004, any certificated FTB who is displaced and becomes a member of the Cadre pursuant to Article 38-5 of this Agreement shall be paid the same daily rate as a displaced TAT who has served as a TAT for 100 school days during the school year in which the displacement occurred.

38-6. A review committee shall be established to hear and decide appeals only on the basis of hardship in the case of a regularly certified teacher whose appointment was made subsequent to June 30, 1999, to enhance and maintain the goals of the Plan provided said teacher has not had a prior review within the past twelve months.

38-7. The Principal shall notify teachers in encumbered and interim positions, in writing, prior to advertising said positions in the Chief Executive Officer's bulletin. This procedure shall also apply to new and vacant positions in the school. New and vacant positions shall be posted in a prominent place in the school for ten school days prior to the application deadline.

ARTICLE 39. TEACHER EFFICIENCY RATINGS

39-1. Teacher efficiency ratings shall be distributed to the individual teachers at the local school on or before Friday of the 37th week of the school year except in schools which operate on 44 week, 46 week, 48 week, or 52 week term. Said schools shall issue and distribute efficiency ratings on the Friday immediately prior to the final week of the school term.

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

39-1.1. All appropriate administrators shall hold an orientation meeting after the 20th school day but prior to the 40th school day to review and explain the teacher efficiency rating procedures as set down in Articles 39-4.1, 39-4.2 and 39-7 of this Agreement. Effective July 1, 2004, Articles 39-4.1 and 39-4.2 are no longer in effect.

39-2. Effective with the 2000-2001 school year, tenured teachers rated excellent or superior shall be rated every two years. Tenured teachers rated satisfactory shall be rated once yearly.

39-3. A principal newly assigned or transferred to a school shall give an efficiency grade to substitute teachers and to those teachers who are on their probationary period. Said principal shall not grade tenured teachers whose work is satisfactory or better until said principal has served in that

school at least five months.

39-4. Efficiency Rating Procedures - Unsatisfactory Probationary (Non-Tenured) or Substitute Teachers.

Effective July 1, 2004, the provisions of Articles 39-4 , 39-4.1, 39-4.2 and 39-4.4 of the Agreement are no longer in effect and enforceable.

39-4.1. Unsatisfactory Probationary Teachers.

Whenever, in the opinion of the principal, the service of a probationary teacher is considered unsatisfactory, the following procedures take place:

- (a) The principal of the school notifies the teacher in writing, using Form E-1. This notice, which is given to the teacher in a place insuring privacy, states the reasons for the unsatisfactory rating and offers suggestions and assistance to the teacher for improving said teacher's services.
- (b) The principal sends two copies of the E-1 notice to the district superintendent, one for the regional officer's file and one to the Department of Personnel.
- (c) Following the issuance of the E-1 notice, the principal visits the teacher at least three times and has at least three conferences with said teacher at a place insuring privacy. The regional officer also visits the teacher. Following each conference, written suggestions are made to the teacher for improving said teacher's services.

The principal shall give the teacher a written memo which will verify, in each instance, that the teacher was visited and that a conference as above described was held.

- (d) Upon completion of the 40 school day period after the issuance of the E-1 notice, if the services of the teacher

continue to be unsatisfactory, the principal shall present an E-2 notice to the teacher in a conference at a place insuring privacy, and copies are distributed as indicated above.

If the teacher has not received an E-2 notice by the end of the 45th school day following the issuance of the E-1 notice, said E-1 notice is voided and shall be removed from all files and records.

- (e) The Department of Personnel then calls a conference in which the following persons are included: the teacher, the principal, the district superintendent, the assistant superintendent in charge of personnel or designee. At this conference the unsatisfactory rating is discussed. A recommendation is then made to the Chief Executive Officer regarding the action to be taken.

39-4.2. Unsatisfactory Full-time-basis (FTB) Substitute Teachers. In the case of an unsatisfactory full-time-basis (FTB) substitute, the following procedure shall be followed in making such a rating:

- (a) Whenever the principal of a school is of the opinion that the services of an FTB teacher are unsatisfactory, the principal shall notify the teacher in writing stating the reasons for the unsatisfactory rating and offering suggestions for improvement.
- (b) After the issuance of a notice of unsatisfactory service, the principal shall visit the teacher, observe the teacher in a teaching situation, and confer with said teacher in a place insuring privacy, to offer assistance in improving said teacher's service.

If the principal feels that the work of the teacher is still unsatisfactory, after at least 15 school days following

the issuance of the notice of unsatisfactory service, the principal shall notify the Department of Personnel. The principal shall give the teacher a written memo, in duplicate, which will verify that the teacher was visited and that a conference was held. The teacher shall initial the memo and return one of the copies to the principal.

- (c) The Department of Personnel shall schedule a conference with the FTB teacher to inform the teacher of the receipt of the unsatisfactory rating and give said teacher positive suggestions for improvement. If this is the first unsatisfactory rating, the Department of Personnel may consider transfer to another teaching situation.

39-4.3. Unsatisfactory Day-to-Day Substitute Teachers . Whenever a temporarily certificated teacher employed on a day-to-day basis receives an unsatisfactory rating, the Department of Human Resources shall schedule a conference with said teacher to give the teacher a written copy of the reasons for the unsatisfactory rating, discuss the reasons, and to give positive suggestions for improvement to the teacher.

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

39-4.4. Dismissal for Cause . Sections 39-4.1, 39-4.2, and 39-4.3 are efficiency rating procedures only and shall not limit the right of the BOARD to remove any teacher for good cause. The efficiency rating and any decision to discipline are within the exclusive discretion of the principal and/or BOARD and are not subject to the grievance procedure.

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

39-5. Efficiency Rating Procedures - Reduction of Rating Probationary Teachers. Effective July 1, 2004, the provisions of Article 39-5.1 of this Agreement are no longer in effect and enforceable.

39-5.1. Reduction to Excellent. Whenever, in the opinion of the principal, it appears that the efficiency grade of a probationary teacher may be reduced from superior to excellent, the principal shall notify the teacher in writing when this possibility becomes evident to the principal. If the teacher submits a written request for a conference, the principal shall confer with the teacher to discuss ways in which the teacher may increase his or her efficiency and may maintain a superior rating.

This procedure shall not be applicable when said efficiency rating is the initial evaluation of said teacher as a regularly appointed teacher or when a new principal is evaluating teachers for the first time in that school, except that this procedure shall be applicable when the probationary teacher is being evaluated by the same principal who evaluated the probationary teacher as a full-time-basis (FTB) substitute teacher in the semester immediately prior to appointment as a probationary teacher.

39-5.2. Reduction to Satisfactory . Whenever, in the opinion of the principal, it appears that the efficiency grade of a second, third or fourth year probationary teacher may be reduced to satisfactory, the principal shall notify the teacher in writing, prior to issuance of the satisfactory efficiency rating.

39-6. Efficiency Rating Procedures - Tenured Teachers.

39-6.1. Evaluation Plan. Each tenured teacher shall be evaluated only by a qualified administrator in accordance with the procedures outlined in the Evaluation Plan

submitted by the BOARD for approval by the Illinois State Board of Education.

39-7. Efficiency Rating Procedures - Unsatisfactory Tenured Teachers.

39-7.1. Unsatisfactory Tenured Teachers. Whenever, in the opinion of the principal, after personal observation in the classroom on at least two (2) different school days, unless the teacher has no classroom duties, the service of a tenured teacher is considered unsatisfactory, the principal of the school shall notify the teacher in writing, using Form E-3, Evaluation of Unsatisfactory Service of a Tenured Teacher. This notice, which is given to the teacher in a conference at a place insuring privacy, states the reasons for the unsatisfactory rating and advises the teacher that the teacher is required to participate in a remediation plan.

39-7.2. Consulting Teacher. The qualified consulting teacher shall be one who has received a rating of superior or excellent on his or her most recent evaluation, has a minimum of five years experience in teaching, and has knowledge relevant to the assignment of the teacher under remediation.

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

Within 3 school days after issuance of Form E-3, the

principal shall select a qualified potential consulting teacher from the appropriate district roster, supplied by the UNION, containing the names of qualified potential consulting teachers from each school within said district. Within 2 school days after notification by the principal of the teacher's selection as a consulting teacher, said teacher may waive this assignment by notifying the principal(s) involved. After accepting selection, if the consulting teacher can no longer participate during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consulting with the new consulting teacher.

The principal may designate up to 3 preparation periods of any consulting teacher during any one week to be utilized by the consulting teacher for remediation purposes.

The consulting teacher shall advise the teacher under remediation on how to improve teaching skills and how to successfully comply with the remediation plan during each of said preparation periods designated by the principal for that purpose. For each preparation period thus designated, the consulting teacher shall be scheduled for a make-up preparation period of the same time duration within the same or the next payroll period thereafter. This preparation period shall be scheduled at the end of the regular school day and the consulting teacher shall be paid at a prorata basis of said teacher's basic salary.

39-7.3. Remediation Plan. Within 7 school days after selection of the consulting teacher, the principal shall schedule a meeting with the consulting teacher and the teacher rated unsatisfactory in order to commence the development of a remediation plan designed to correct the areas identified as unsatisfactory. The remediation plan may include the participation of other personnel to assist

in correcting areas identified as unsatisfactory. Said remediation plan shall become effective no later than 30 days after issuance of Form E-3 to the unsatisfactory teacher.

39-7.4. Evaluations. During the remediation period, the teacher under remediation shall receive evaluations and ratings once every 30 days from the principal. The evaluations and ratings shall be issued at a conference in a place insuring privacy. The consulting teacher shall advise the teacher under remediation on how to improve teaching skills and how to successfully comply with the remediation plan. The consulting teacher shall not participate in any of the required evaluations and shall not evaluate the performance of the teacher under remediation. If after any such evaluation additional remediation is provided, the teacher under remediation, the principal, and the consulting teacher, shall confer in order to continue to provide appropriate assistance to the teacher under remediation.

39-7.5. Satisfactory Completion of the Remediation Plan. Following successful completion of any remediation plan, there shall be monthly evaluations for the first six (6) months and quarterly evaluations for the next six (6) months. Thereafter, the teacher shall be reinstated to a schedule of annual evaluations.

39-7.6. Failure to Successfully Complete the Remediation Plan. Any teacher who fails to complete the remediation plan with a satisfactory or better rating shall be subject to the provisions of 105 ILCS 5/24A-5.

39-7.7. Evaluation Schedule. When the evaluation schedule requires an evaluation after the close of the school year, but on or before July 15, such evaluation shall be scheduled to occur no later than two (2) weeks prior to the close of the preceding school year.

When the evaluation schedule requires an evaluation after the close of the school year, but after July 15, such evaluation shall be scheduled to occur not later than two (2) weeks after students' attendance commences in the following school year.

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

39-7.8. Dismissal for Cause. Articles 39-7.1 through 39-7.6 are efficiency rating procedures only and shall not limit the right of the BOARD to remove any teacher for good cause. The efficiency rating and any decision to discipline are within the exclusive discretion of the principal and/or BOARD and are not subject to the grievance procedure.

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

39-8. Teacher Evaluation Review Form. Whenever the Teacher Evaluation Review form is prepared, one copy shall be submitted to the teacher. The teacher may respond in writing to the principal within ten school days after receipt of said review form. Said response shall be attached to the review form.

39-9. Efficiency Rating Procedures - Reduction of Ratings of Tenured Teachers.

39-9.1. Reduction to Excellent. Whenever, in the opinion of the principal, it appears that the efficiency grade of a tenured teacher may be reduced from superior to excellent, the principal shall notify the teacher in writing, when this possibility becomes evident to the principal. If the teacher submits written request for a conference, the principal shall confer with the teacher to discuss ways in which the teacher may increase his or her efficiency and may maintain a superior rating.

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

39-9.2. Reduction to Satisfactory . Whenever, in the opinion of the principal, it appears that the efficiency grade of a tenured teacher may be reduced to satisfactory, the principal shall notify the teacher in writing, using Form E-1. This notice, which is given to the teacher in a private conference, states the reasons therefor and offers suggestions and assistance to the teacher for improving the teacher's services.

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

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

ARTICLE 40. TEACHER PROGRAMMING

40-1. The principal, in programming a teacher, shall (1) keep the number of preparations to a minimum; (2) ability and qualifications being equal, follow the policy of rotation among qualified personnel in the matters of sessions, teaching, building assignments, special classes, honors and other modified classes, and division rooms; (3) consider the teacher's professional background and preparation; (4) in elementary schools, ability and qualifications being equal, program teachers for the grade level at which they have the most experience, except that any teacher may request a change in grade level assignment.

40-2. No later than May 1 of each year, preference sheets shall be distributed to all teachers. A teacher's preference

will be honored, to the extent possible, consistent with paragraph 40-1 above.

40-3. A tentative teaching program for the next school year shall be presented to each teacher by June 1 of the current school year. Teachers will be notified of any changes to the aforementioned teaching program, in writing, as soon as possible.

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

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

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

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

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

Each cooperative vocational education 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 cooperative education teacher shall be given the highest priority.

ARTICLE 41. TEACHING LOAD

41-1. High school teachers of art, drafting, music, physical education, and business education, and teachers in education and vocational guidance centers shall have a maximum of 25 teaching periods per week.

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

Distributive education teachers on an extended day carrying a full program shall teach four periods per day and may have a division. The balance of their day shall be devoted to coordination.

41-3. Office occupations coordinators on an extended day carrying a one-half program shall teach five periods per day and may have a division. The balance of their day shall be devoted to coordination.

Office occupations coordinators on an extended day carrying a full program shall teach four periods per day and may have a division. In the case where a single related period is required, the office occupations coordinator shall teach five periods and shall not have a division. The balance of their respective days shall be devoted to coordination.

41-4. The UNION agrees to urge its members to participate in two report card pick up days during each school year. These days shall be non-student attendance days. The hours for teachers and other bargaining unit members on these days shall be from 12 p.m. to 6 p.m.

and shall include a 45-minute duty-free meal period. Effective July 1, 2004, said hours shall be from 12:00 p.m. to 6:15 p.m.

Members who participate in two report card pick up days shall work one half day on the last day of the school year in June and shall be paid for a full day. Members who participate in one report card pick up day shall work three-quarters of the day on the last day of the school year in June and shall be paid for a full day.

41-5. Industrial cooperative education teachers on an extended day carrying a one-half program shall teach five periods per day and may have a division. The balance of their day shall be devoted to coordination. Industrial cooperative education teachers on an extended day carrying a full program shall teach four periods per day and may have a division. The balance of their day shall be devoted to coordination.

41-6. Each cooperative work training (CWT) teacher, in conjunction with the school programmer, shall develop a student roster for the next school year and interview each student listed on said roster by the end of the first week in June.

41-7. Each cooperative work training (CWT) teacher shall have telephone service available when necessary to contact employers concerning job opportunities for pupils enrolled in the CWT program.

41-8. Cooperative work training (CWT) teachers on an extended day carrying a one-half program shall teach no more than five periods per day and may have a division. The balance of their day shall be devoted to coordination.

Cooperative work training (CWT) teachers on an extended day carrying a full program shall teach no more than four periods per day and may have a division. The balance of their day shall be devoted to coordination.

41-9. Home economics related occupations (HERO) teachers on an extended day carrying a one-half program shall teach five periods per day and may have a division. The balance of their day shall be devoted to coordination.

Home economics related occupations (HERO) teachers on an extended day carrying a full program shall teach no more than four periods per day and may have a division. The balance of their day shall be devoted to coordination.

ARTICLE 42. TRANSFER POLICY AND PROCEDURE

42-1. Upon application for transfer, the teacher shall be given a dated, written receipt. Regularly certificated and appointed teachers may apply for transfer after having served a minimum of five school months in their present school. Effective September 1, 1974, teachers whose names do not now appear on any transfer list, or those teachers whose names appear on only one transfer list, will be permitted to apply for transfer to a total of two schools.

Teachers granted a voluntary transfer effective September 1, 1984 and thereafter, may apply for another voluntary transfer after having served a minimum of two years in their present school.

42-1.1. Any regularly appointed teacher who is eligible to transfer shall remain on the transfer list while on an approved sick leave granted under the provisions of **Board Rule 4-33** , provided that the principal, during the official visitation period established by the Bureau of Teacher Personnel, may go to the next name on the transfer list for visitation and approval for transfer if the first name on the list is that of a teacher on sick leave. A teacher returning from sick leave shall notify, in writing, each principal of a school to which transfer has been requested that the teacher is now available for the purpose

of visitation by the principal and possible transfer at the next transfer period.

42-2. During July and August 1999, when assignments are made for the 1999-2000 school year; during July and August 2000, when assignments are made for the 2000-2001 school year; during July and August 2001, when assignments are made for the 2001-2002 school year; during July and August 2002, when assignments are made for the 2002-2003 school year; and during July and August 2003 when assignments are made for the 2003-2004 school year, said assignments shall first be made from the transfer list if following said transfer, both the receiving school and the sending school remain within the compliance goals for faculty desegregation outlined in the Consent Decree entered and approved by the United States District Court.

The first priority for such transfer shall be granted to any regularly certificated and appointed teacher administratively exchanged with another teacher in June and August, 1977 to meet the goals and objectives of the **Plan to Implement the Provisions of Title VI of the Civil Rights Act of 1964** , who placed his or her name on the transfer list of said teacher's former school on or before February 1, 1978. Said teacher shall be transferred to any true vacancy at the teacher's former school which is appropriate to the teacher's certificate provided that both the receiving and sending schools remain within the above-cited compliance goals for faculty integration and that the established procedures for principal visitation and approval have been completed.

The second priority for transfer shall be granted to reserve reassigned teachers who have made proper application in accordance with the provisions of Article 42-3 of this Agreement and provided that the established procedures for principal visitation and approval have been completed.

The third priority for transfer shall be granted to any regularly certificated and appointed teacher administratively exchanged with another teacher in August, 1981, to meet the compliance goals for faculty desegregation outlined in the Consent Decree entered and approved by the United States District Court, who places his or her name on the transfer list of said teacher's former school on or before February 1, 1982. Said teacher shall be transferred to any true vacancy at the teacher's former school which is appropriate to the teacher's certificate provided that both the receiving and sending schools remain within the above-cited compliance goals for faculty desegregation and that the established procedures for principal visitation and approval have been completed.

The fourth priority for transfer shall be granted to any other regularly certificated and appointed teacher provided that the above-cited compliance goals for faculty desegregation are met and that the established procedures for application, principal visitation and approval have been completed. Said procedures shall be published in the Personnel Bulletin 60 days prior to the deadline date for transfer applications.

42-2.1. On or before November 30, 1977, a program shall be designed to recruit for assignment at the beginning of the next school year currently employed teachers willing to accept reassignments or transfers to further integrate the faculties. The program shall:

- (a) Identify teachers willing to transfer or accept reassignment for the purpose of faculty desegregation whose reassignments would not adversely affect the compliance status of the school to which they are assigned;
- (b) Encourage said teachers to visit the prospective schools to which they may be transferred and to

discuss each school's program with the principal and other teachers prior to accepting or rejecting the proposed transfer or reassignment;

- (c) Permit principals to visit in accordance with established personnel policies and procedures teachers who have volunteered for integration purposes;
- (d) Permit only those teachers with satisfactory or better efficiency ratings at the last recorded evaluation and who have not been issued an E-1 or E-3 Notice of Unsatisfactory Teaching Service to apply for voluntary transfer to enhance the integration of faculties;
- (e) The final approval of the transfer shall be made by the receiving school principal.

42-3. The Department of Human Resources shall make available in December and June a list of all vacancies in each school.

The reassignment and layoff of appointed teachers due to changes in staffing needs ("reassigned teachers") is governed by Section 504.2 of the BOARD Policy Manual, which is attached hereto as Appendix H. The BOARD shall not change said policy during the term of this Agreement, except that the BOARD shall modify the policy effective July 1, 2004 to limit the policy's application to tenured teachers only. If a reassigned teacher has not been appointed to a vacancy within ten school months after notice of removal, the BOARD shall terminate the teacher and offer the teacher the opportunity to be placed in the cadre as a day-to-day substitute under Article 27-1.1 of this Agreement and shall be entitled to the rate of pay and benefits established in Article 38-5 of this Agreement.

42-4. Effective September 5, 1983 whenever the BOARD designates or re-designates, classifies or reclassifies a

school, or a program within a school, whether through Options for Knowledge, the Effective Schools Program, or any other program, the BOARD shall select the school's or program's staff from regularly appointed tenured teachers. Such selection shall be on the basis of specific, articulated criteria which are published, and which relate to the requirements of the position, the academic and professional background and the other relevant experience of the applicants which relate to the requirements of the position.

In choosing between applicants who are equally well qualified in terms of the published criteria, the BOARD shall accord a preference to a person who is already on the staff at the school.

Such selection of staff members shall be consistent with the compliance goals for faculty integration.

A teacher may request a transfer from the new category school.

A reserve teacher who is displaced from any school in the system because of a decrease in membership or a change in subject requirements shall be transferred in accordance with the provisions of Article 42-3 of this Agreement.

In a school with an Options for Knowledge partial school program, whenever the services of a teacher selected under this article are no longer required because of a decrease in membership or a change in subject requirements within the school organization, displacement of teachers shall be determined in the following manner:

- (a) When a teacher is to be displaced in the partial school program, the provisions of Article 42-3 shall apply to the whole faculty;
- (b) When a teacher not in the program is to be displaced, the provisions of Article 42-3 shall apply only to the

faculty who are not in the program.

A teacher selected in any program pursuant to this article who has the least continuous service in the system may be displaced so long as there is at least one other teacher available in the system who is as well qualified in terms of the published criteria for the position.

42-5. All newly created or vacant assistant principal and head teacher positions shall be filled by contract principals in compliance with the applicable provisions of Article 35. Assistant principals and 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 regularly assigned teachers.

ARTICLE 43. VACATIONS

43-1. Full-time teachers and other full-time members of the bargaining unit, excluding day-to-day substitutes, not already covered by Section 4-7 of the **Rules of the Board of Education**, shall receive a maximum of 10 days' paid vacation at their current rate of salary, it being further provided that those regularly and currently employed on extended day programs, including eight-hour day positions and regularly scheduled overtime classes, shall be paid at the rate of salary prescribed for such programs and classes in accordance with the provisions and subject to the exceptions listed in Article 33-9 of this Agreement. A maximum of five days shall be granted when the schools are closed during spring recess and a maximum of five days shall be granted for Christmas recess.

Only bargaining unit members who are full-time employees of the BOARD at the time of a vacation period

shall be eligible for vacation with pay with a further proviso, however, that such full-time employees of the BOARD who are absent on a leave of absence permitted by the **Board Rules** shall be eligible for vacation pay earned prior to said leave and during accumulated sick leave days used while on a sick leave.

Appointed teachers and permanently certified educational support personnel members of the bargaining unit who are eligible for vacation pay under this article and who are absent on the day vacation checks are issued or who are absent on a leave of absence permitted by the **Board Rules** shall be eligible to receive their vacation pay by proxy.

All FTBs or, effective July 1, 2004, TATs and provisionally certified educational support personnel 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 FTB or, effective July 1, 2004, a TAT or provisionally certified educational support personnel employee has returned to his or her work assignment following the vacation period prior to the date the checks are issued.

Eligible FTBs or, 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 Labor Relations within 90 days after the vacation period ends.

Eligible FTBs or, effective July 1, 2004, TATs and eligible full-time provisionally certified educational support personnel employees with less than five years of consecutive service immediately preceding the commencement of the vacation period must return to their working assignment following the vacation period in order

to receive vacation pay.

Vacation pay shall be computed on the basis of the following formula:

- (a) Christmas recess pay for 2003 shall be computed from the number of days an employee was on the payroll from April 11, 2003 through November 27, 2003, according to the following formula:

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

Spring vacation pay for 2004 shall be computed from the number of days an employee was on the payroll from December 1, 2003 through April 2, 2004, according to the above-stated formula.

- (b) Christmas recess pay for 2004 shall be computed from the number of days an employee was on the payroll from April 5, 2004 through November 25, 2004, according to the above-stated formula.

Spring vacation pay for 2005 shall be computed from November 29, 2004 through March 18, 2005, according to the above-stated formula.

- (c) Christmas recess pay for 2005 shall be computed from the number of days an employee was on the payroll from March 21, 2005 through November 24, 2005, according to the above-stated formula.

Spring vacation pay for 2006 shall be computed from November 28, 2005 through April 7, 2006, according to

the above-stated formula.

- (d) Christmas recess pay for 2006 shall be computed from the number of days an employee was on the payroll from April 10, 2006 through November 23, 2006, according to the above-stated formula.

Spring vacation pay for 2007 shall be computed from November 27, 2006 through March 30, 2007, according to the above-stated formula.

Vacation credits earned for the school months of May and June shall be carried over to the ensuing school year. Employees who are scheduled to work when the schools are closed for spring and Christmas recess shall arrange time off with their department head. Seniority shall be the determining factor to the extent permitted by the needs of the department. Vacations shall be on a consecutive-week basis unless otherwise requested by the employee to the extent permitted by the needs of the department.

43-1.1. In the event a member of the bargaining unit, who is eligible for vacation pay under this article, has not received pay due to death which occurred preceding, during or within 60 days after said vacation period, the estate or appropriate legal beneficiary shall be entitled to apply for said vacation pay.

43-1.2. Effective September 3, 1979, and thereafter, FTBs or, 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 FTB or, effective July 1, 2004, 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 or cadre substitute teacher during the payroll period immediately preceding the vacation

period.

Effective September 15, 1983, ESPs displaced from full-time service by the BOARD other than for unsatisfactory service, shall be eligible for vacation pay for service rendered as a full-time basis certified employee up to a maximum number of days allowed under the formula stated in Article 43-1, provided that such otherwise eligible ESP has been paid as a BOARD employee during the payroll period immediately preceding the vacation period.

Eligible day-to-day or cadre substitute teachers or eligible ESPs shall make written application for vacation pay to the Office of Labor Relations within ninety days after said vacation period. Said application shall be reviewed in accordance with established policy and the provisions of Article 43 of this Agreement. Vacation pay shall be paid to eligible applicants at the rate of pay the teacher or ESP was receiving on the last day of full-time-basis (FTB) substitute or regularly appointed service. In no case shall any such claim for vacation pay be considered if filed more than ninety days after the end of the vacation period.

ARTICLE 44. GENERAL PROVISIONS

44-1. Proposals seeking Federal and State funds for specific programs shall be written in compliance with the applicable provisions of this Agreement.

44-2. Teachers or other bargaining unit members required to attend in-service training programs outside their regularly scheduled hours shall be paid at their regular rate of salary.

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

44-4. It is the objective of the BOARD that all schools be provided with washrooms and rest areas for men and women teachers that are private, clean, and comfortable.

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

44-6. Final action or decisions made at faculty meetings shall be posted on school bulletin boards or published in the school's daily or weekly bulletin.

44-7. This Agreement shall be reproduced by the UNION with the cost to be shared between the BOARD and the UNION. The BOARD shall distribute the Agreement to each person who is or becomes a member of the bargaining unit during its effective term.

The UNION will distribute the tentative Agreement to each of the members mentioned in the bargaining unit.

The initial delivery to the units shall be completed as soon as possible but no later than 20 school days after the printed Agreements have been delivered to the BOARD. The UNION shall submit to the Office of Labor Relations a list by unit number of all parcels delivered to the Bureau of Supplies Management and Distribution, located at BOARD headquarters. Seven thousand copies of said Agreement shall be delivered to the Office of Labor Relations.

44-8. Subject to the credit below, teachers or other bargaining unit members whose absences result from school-related assault shall be paid full salary and medical expenses by the BOARD for the time of their total temporary incapacity and no deductions shall be made from sick leave.

There shall be coordination of salary payable hereunder with any sums payable under the Workers' Compensation Act for temporary total incapacity for work in that in calculating the amount due to an employee under this

article, the BOARD shall be entitled to and shall take credit for any sum payable under the Workers' Compensation Act for temporary total disability. The credit hereunder is to be limited to temporary total disability only.

44-8.1. Teachers and all other members of the bargaining unit shall immediately report to the school principal all cases of assault in which they are involved while acting in the course of their employment.

44-8.2. It shall be the responsibility of each teacher and/or bargaining unit member to supply any available information concerning a school-related assault and cooperate in any subsequent legal action concerning said incident.

44-9. Teachers or other bargaining unit members shall work under safe and healthful conditions.

44-9.1. Teachers and other bargaining unit members shall report immediately any acts of vandalism to the principal.

44-9.2. Bargaining unit members shall not be required to perform the duties of a Child Welfare Attendant or a Special Education Classroom Assistant.

44-10. Affirmative Action Program. The UNION agrees to work cooperatively with the BOARD to insure equal employment opportunities in all aspects of the BOARD's personnel policies.

44-11. It is the objective of the BOARD that teachers or other bargaining unit members be provided with off-street parking areas for their automobiles and that this area shall, to the extent possible, be secure and adjacent to the school.

44-12. Special clothing and safety equipment used by teachers and required by statute shall be provided by the BOARD.

44-13. Teachers and school clerks authorized by BOARD

action to work on student orientation and/or articulation days in the week preceding the first week of a new school year shall be paid at the teacher's or school clerk's regular hourly rate of salary.

44-14. It is the objective of the BOARD that teachers and other bargaining unit members assigned to a permanent work station be provided a special lunch area and when this area is not a regular lunchroom, facilities for warming, refrigerating and storing food shall be provided, to the extent that these items are provided for in the annual budget adopted by the BOARD.

44-15. Transportation allowance checks shall be received no later than the twenty-first of each month.

44-16. The approved textbook list shall be made available in the schools by February 1 of each school year whenever possible.

44-17. In all schools where an intercom is used, an oral signal shall be given to indicate the intercom is beginning to be put into operation, or a light shall be installed on each outlet to indicate when the intercom is in operation.

44-18. The BOARD policy on HIV and AIDS shall be posted in every school and BOARD facility.

44-19. As staff and funds can be made available, the audio-visual department shall label plainly film and videotape containers with the names of the films.

44-20. Teachers shall keep an accurate account of the educational equipment and materials issued to them for instruction of their classes.

44-21. The provisions of Articles 4-12, 4-13, 4-14, and 4-15 of this Agreement shall be applicable to the middle schools.

44-22. In situations over which the school system has no control, the UNION agrees to cooperate with the school

administration in implementing workable solutions.

To combat situations over which the school system has no control, the UNION agrees to identify and train certain of its staff members so that in instances where serious school disruptions present a threat to the safety of pupils and bargaining unit members a solution shall be worked out by the BOARD and the UNION.

44-23. The BOARD shall make every effort to provide physical facilities for bilingual teachers who have classroom divisions to teach their classes on a comparable basis with other classroom teachers in the same building.

44-24. Unless precluded by the specific needs of an educational program, the BOARD shall offer to qualified teachers and/or qualified members of the bargaining unit the opportunity to work beyond their regular work day or work year prior to seeking the services of outside vendors to perform said work.

44-25. Curriculum guides shall be provided for and used by each teacher in the respective subject area or areas.

44-26. Credit for purposes of lane placement shall be granted to teachers for participation in subject-related workshops or training sessions which are conducted by industry and other approved organizations and which have been approved in advance by the Department of Instruction Services. Requests for such approval shall be given in writing to the Department of Instruction Services and submitted sufficiently far in advance to permit appropriate investigations by the Department of Instruction Services. A reviewing committee set up by the Department of Instruction Services shall approve or disapprove promotional credits for particular training sessions or educational programs which do not bear university credit and shall determine credit hour

equivalencies of such attendance. (This applies to all teachers.)

44-27. The BOARD and the UNION agree that no employee of the Board of Education shall be punished or rewarded, harassed or be discriminated against in any manner because of participation or lack of participation in activities relating to work stoppage (strike). Nothing herein shall preclude the right of the UNION from implementing UNION policy as to its members.

44-28. High school music teachers, with prior approval of the principal, shall be permitted to select sheet music, records, tapes, DVDs and CDs that are not on the approved list.

44-29. Effective January, 1972, the parties agree that the schools shall be closed on January 15, the birthday of Dr. Martin Luther King, Jr., when said birth date occurs on a day when schools are in session. Members of the bargaining unit employed on a full-time-basis shall be granted full basic pay for such a holiday provided they work either the day before or the day after such holiday or are receiving sick pay. No salary shall be paid for such holiday where such bargaining unit member's first day of appointment to duty falls on the day after the holiday.

When such holiday falls on Sunday, the Monday next following shall be held and considered such holiday.

The above two paragraphs of this article shall be superseded by the following:

Effective January, 1986, the Dr. Martin Luther King, Jr. holiday shall be observed on the third Monday in January. Schools shall be closed. Members of the bargaining unit employed on a full-time-basis shall be granted full basic pay for such a holiday provided they work either the day before or the day after such holiday or are receiving sick pay. No salary shall be paid for such holiday where such

bargaining unit member's first day of appointment to duty falls on the day after the holiday.

44-30. The provisions of Article 4-12 shall be applicable to the education and vocational guidance centers.

44-31. The BOARD shall maintain a school calendar in which: Employees scheduled for 40 weeks shall receive their annual salary (including vacation pay) prorated over 42 weeks (40 school weeks and two weeks of vacation). Employees scheduled to work 48 weeks shall receive their annual salary (including vacation pay) prorated over 50 weeks (48 school weeks and two weeks of vacation). Subsequent to January 1, 1973, in lieu of a shortened school year, employees scheduled for 52 weeks shall be granted basic vacation pay each year with payment for service prior to July 1 as follows:

1. three weeks for one year and up to 10 years of service
2. four weeks for 10 years and up to 20 years of service
3. five weeks for 20 or more years of service.

Commencing in the 1995-96 school year, a total of five days as established by the BOARD calendar in addition to the regular school calendar will be student non-attendance days occurring prior to the first week of classes for students, subsequent to the last week of classes for students, and/or during the students' school year. Consistent with the parties' intent to increase instructional time for students and to provide increased planning, evaluation, and staff development, the five days shall be utilized by teachers and other bargaining unit members as follows:

Days prior to the first week of classes for students shall be devoted to staff development, class preparation and other activities as determined at

the local school level following discussion between the principal and the school faculty. One-half of such time shall be self-directed preparation devoted to the orderly opening of classes on the first day of school which shall be a full classroom day for students.

Days subsequent to the last week of classes for students shall be devoted to review of the concluded school year, staff development, meetings, conferences with parents, formative and summative evaluations supplemental to the procedures provided for in Article 39, discussion of the School Improvement Plan, completion of reports, review and analysis of goals, and other activities determined at the local school level following discussion between the principal and the school faculty. One-half of such time shall be self-directed activities devoted to the orderly conclusion of the school year.

Days during the students' school year shall be devoted to staff development, class preparation, meetings, conferences with parents, and other activities as determined at the local school level following discussion between the principal and the school faculty. One-half of such time shall be self-directed activities devoted to the educational program, unless the principal and a majority of the teachers and other affected bargaining unit members decide otherwise.

It is agreed and understood that certain classifications of employees, including but not limited to non-teaching support staff and teaching staff with schedule conflicts caused by summer school, or special programs based on programmatic needs, may require alternative staff development programs. Such programs shall be

determined at the local school level following discussion between the principal and the staff members requiring such alternative programs.

Commencing the 2004-2005 school year and continuing through the term of this Agreement, the number of teacher work days shall be reduced by seven.

44-32. In elementary schools, education and vocational guidance centers, upper grade centers, middle schools and high schools the BOARD shall appropriate additional funds in the educational fund appropriations for instructional supplies of \$100.00 for the purchase of instructional supplies and the purchase of classroom library books per classroom teacher during the term of this Agreement which shall be allocated by the principal to individual classroom teachers, such funds to be expended with the prior approval of the principal and in accordance with procedures that have been developed by the Department of Control and the Bureau of Purchases. Problems related to the allocation and expenditure of these funds, within the framework of the above-mentioned procedures, shall be worked out by the principal and the teachers involved.

It is agreed and understood that these materials and books shall be used for student instruction. Funds shall be distributed to the schools in two equal payments on November 15 and February 15.

44-33. In the education and vocational guidance centers, the principal shall advise the faculty of the total amount of funds available to the school under Budget Classification 210-000-7998-5329 and, if a home economics program is in operation, the total amount of funds available to the school under Budget Classification 210-000-2271-5320 (elementary) or 210-000-2276-5320 (high school) for the purchase of supplies and materials. All teachers shall have access to and shall review the current **Education**

Supplies Catalog . On or before a specific date to be established at each school, each teacher may submit, in writing, to the principal a suggested list of supplies for the teacher's pupils from the current **Education Supplies Catalog** . It is understood that supply allocations are limited to the available funds.

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

44-34. Immediately upon changing residence or telephone number, each member of the bargaining unit shall give written notice to the employee's immediate supervisor and also submit a notice of change card to the Department of Human Resources through the office of the school or work location.

44-35. On or before December 10, 1981, the BOARD will publish city-wide seniority lists for teachers in each area of certification.

44-36. The substitute center shall maintain a list of bilingual substitutes and shall make every effort to provide a bilingual day-to-day substitute in the case of the absence of the bilingual teacher.

44-37. The BOARD agrees to supply the UNION with a list of vacancies in the area of TESL and bilingual education to be published in the **Chicago Union Teacher** three times a year.

44-38. 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.

44-39. All members of the bargaining unit shall give written notice of intention to resign or retire at least 10 school days prior to the effective date thereof. Such notice shall

be filed with the administrator of the work location and a copy shall be filed with the Department of Human Resources.

44-40. Specilized services team members (school psychologists, social workers, nurses, speech pathologists, vision screening and audiometric technicians, occupational and physical therapists) shall be provided with suitable work space which would include a desk, chair, file cabinet and telephone service shall be available for follow-up calls.

44-41. Use of Retired Teachers. The BOARD may employ and assign retired teachers to fill vacant teaching positions in critical needs areas. The BOARD shall compensate such retired teachers at the per diem rate of \$200. Such retired teachers shall not be eligible for any other benefits provided to bargaining unit teachers under this Agreement. The BOARD agrees that the employment and assignment of retired teachers to fill vacant teaching positions in critical needs areas shall not result in the displacement of any appointed teacher.

44-42. Half-Time Teachers. The BOARD may utilize up to five hundred (500) half-time teachers per school year, including teachers on leave. The salary and benefits of such teachers under this Agreement shall be pro-rated to correspond to the length of the half-time assignment (a teacher assigned to half-time shall have his/her salary and benefits pro-rated by .5). Such half-time teachers shall maintain benefits and seniority accrued through their assignment to a half-time position and shall continue to accrue benefits and seniority thereafter on a pro-rated basis. The BOARD agrees that the employment and assignment of half-time teachers shall not result in the displacement of any appointed teacher.

44-43. After-School Non-Instructional Rate of Pay . Any bargaining unit member employed in an after-school

program in a non-instructional capacity shall be compensated at the rate of \$26 per hour for the 2004-2005 school year, \$28 per hour for the 2005-2006 school year, and \$30 per hour for the 2006-2007 school year and thereafter. The BOARD and UNION will meet during the 2003-2004 school year to determine which activities are instructional and which are non-instructional for purposes of this provision. Any disputes over the application of this provision will be resolved through the BOARD-UNION strategic bargaining process. Such compensation shall not be subject to pension pick-up.

44-44. Educational Support Personnel and No Child Left Behind. The BOARD agrees that it will reimburse an educational support personnel member of the bargaining unit for the cost of the test option required by No Child Left Behind, provided the educational support personnel employee submits written verification of passage of such test. By April 1, 2004, the BOARD further agrees that it will provide up to \$50,000 to the UNION to pay the cost of preparing educational support personnel members of the bargaining unit to pass the test option required by No Child Left Behind.

44-45. In order to prevent the unnecessary duplication of paper work, the BOARD shall design a computer program that will provide:

- (a) computerized program for registration, emergency information and cumulative record card data;
- (b) computerized attendance and lunch order system;
- (c) standardized and computerized report card;
- (d) standards-based coded template for lesson plans.

The BOARD shall phase in the above programs no later than the opening of school for the 2005-2006 school year.

ARTICLE 45. COMMITTEES

45-1. The BOARD and the UNION agree to negotiate the establishment of joint BOARD-UNION study committees, the number and subject matter of such committees to grow out of needs identified through further negotiations.

All joint BOARD-UNION committees established through the provisions of this Agreement shall submit their reports to the Chief Executive Officer. After submission to the Chief Executive Officer, a copy of the committee's report shall be provided to the UNION and to the appointed committee members. The Chief Executive Officer will provide to the UNION and to each appointed committee member the Chief Executive Officer's recommendations pertaining to the committee's report before it is discharged.

45-2. A joint BOARD-UNION committee shall continue to study and evaluate the TESL and bilingual-bicultural education program. Committee members shall not exceed six from the UNION and six from the BOARD.

The committee's final report shall be submitted to the Chief Executive Officer in accordance with the provisions of Article 45-1 of this Agreement.

45-3. A joint BOARD-UNION committee shall be established under the provisions of Article 45-1 of this Agreement to review the clerical work required of elementary teachers and to make specific viable recommendations to the Chief Executive Officer to reduce said clerical work.

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

45-4. A joint BOARD-UNION committee shall, in

accordance with the provisions of Article 45-1 of this Agreement, continue to study programs and establish standards for vocational education and school-to-career initiatives. The committee shall submit recommendations to the Chief Executive Officer by March 2003 for implementation July 2004.

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

45-5. A joint BOARD-UNION committee shall be established under the provisions of Article 45-1 to review the established guidelines for the Child Parent Centers.

45-6. A joint BOARD-UNION committee shall be established under the provisions of Article 45-1 of this Agreement to study health care benefits and services to reduce costs, and/or cost containment of insurance through one or more of the following means:

- A. Benefit changes, or
- B. Consolidation, modification or other efficiencies with respect to the current menu of PPO/HMO plans, (including carrier changes), or
- C. Increasing deductibles, insurance co-pays or providing for employee contributions based upon premium costs.

The committee shall also monitor the performance of the BOARD's health care plans and discuss ways to improve plan operation and administration on an on-going basis including but not limited to the development and implementation of a chemical dependency Employee Assistance Plan and a "wellness" program.

All proposals which would reduce health care benefits to bargaining unit members shall be mutually agreed upon by the BOARD and the UNION.

It is the goal of the committee to generate substantial annual cost savings. The committee shall submit annual written reports to the Chief Executive Officer of the BOARD and the president of the UNION.

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

45-7. A joint BOARD-UNION committee shall be established in accordance with Article 45-1 of this Agreement to submit recommendations to the Chief Executive Officer for alternative models for restructuring time schedules in schools. Any model approved by the Chief Executive Officer may be utilized by the principal and Local School Council, subject to the waiver procedure outlined in Appendix C of this Agreement.

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

45-8. A joint BOARD-UNION committee shall be established under the provisions of Article 45-1 of this Agreement in order to make recommendations to the Chief Executive Officer concerning viable procedures to grant credit on the teacher salary schedule for prior full-time experience as an ESP employee of the BOARD.

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

45-9. A joint BOARD-UNION committee shall be established under the provisions of Article 45-1 of this Agreement to study, discuss, and submit

recommendations concerning the establishment of a voluntary employee assistance program. Said recommendations shall include the feasibility, scope, funding, and suggested operating procedures for this program. The confidentiality of all information concerning an employee's participation in such program shall be maintained and assured.

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

45-10. A joint BOARD-UNION committee shall be established in accordance with the provisions of Article 45-1 of this Agreement to study the problem of providing additional benefits to bargaining unit members who have exhausted their accumulated sick days due to a catastrophic illness. This committee shall seek to provide viable recommendations to the Chief Executive Officer to address this problem.

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

45-11. A joint BOARD-UNION committee shall be established under the provisions of Article 45-1 of this Agreement to study, discuss, and submit recommendations concerning class size, staffing and organization of Early Childhood Programs.

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

45-12. A joint BOARD-UNION committee shall be

established in accordance with the provisions of Article 45-1 of this Agreement to study and recommend viable procedures for assisting school staff members in the utilization of computer resource centers and computer laboratories, monitoring, equipping and securing such centers and laboratories.

Membership of this committee shall be limited to four from the BOARD and four from the UNION.

45-13. A joint BOARD-UNION committee shall be established in accordance with the provisions of Article 45-1 of this Agreement to study and make recommendations concerning the development of career ladders for ESPs.

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

45-14. A joint BOARD-UNION committee shall be re-established under the provisions of Article 45-1 of this Agreement to review and examine school safety and the enforcement of the Uniform Discipline Code of the Chicago Board of Education. The committee will report monthly to recommend methods to provide uniform enforcement of the Discipline Code in elementary and high schools to reinforce and enhance the security of the Chicago Public Schools.

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

45-15. A joint BOARD-UNION committee shall be re-established under the provisions of Article 45-1 of this Agreement to review, discuss, plan and evaluate the year-

round education program and to make recommendations concerning problems encountered in payroll, track assignments, calendars, and other areas pertinent to year-round schools. Implementation of said recommendations shall be made by April 2004.

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

45-16. A joint BOARD-UNION committee shall be established in accordance with Article 45-1 of this Agreement to study, discuss, and submit recommendations to the Chief Executive Officer concerning issues related to career academies that shall include, but not be limited to, state-of-the-art technology, curriculum, funding, supply and equipment needs, class size/work stations.

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

45-17. A joint BOARD-UNION committee shall be established under the provisions of Article 45-1 of this Agreement to study the special education program. The committee shall examine inclusion, IEP, clerical work required for special education teachers and other providers, supply money, utilization of resource teachers, collaboration of regular teachers with special education teachers and other related issues.

This committee shall submit recommendations to the Chief Executive Officer with a copy submitted to the Union President by April 1, 2004.

45-18. A joint BOARD-UNION committee shall be established in accordance with Article 45-1 of this

Agreement to study, discuss, and submit recommendations to the Chief Executive Officer concerning issues related to tenured and probationary teacher evaluation, including a modified teacher evaluation plan, peer assistance, performance standards and change in ratings.

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

This committee shall submit recommendations to the Chief Executive Officer with a copy submitted to the Union President by July 1, 2004.

45-19. A joint BOARD-UNION committee shall be established in accordance with Article 45-1 of this Agreement to study, discuss, and submit recommendations to the Chief Executive Officer concerning issues related to career ladders, incentive pay and performance.

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

This committee shall submit recommendations to the Chief Executive Officer with a copy submitted to the Union President by July 1, 2004.

45-20. A joint BOARD-UNION committee shall be established in accordance with Article 45-1 of this Agreement to study, discuss, and submit recommendations to the Chief Executive Officer concerning issues related to truancy.

Membership in this committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude

utilization of appropriate resource personnel.

This committee shall submit recommendations to the Chief Executive Officer with a copy submitted to the Union President by July 1, 2004.

45-21. A joint BOARD-UNION committee shall be established in accordance with Article 45-1 of this Agreement to consider problems encountered in schools without space available. The committee shall study, discuss, and analyze the effective use of additional funds made available to the principal's discretionary fund in overcrowded schools, and shall explore other approaches to reduce class size and deliver educational services in overcrowded schools.

This committee shall submit recommendations to the Chief Executive Officer concerning a resolution of this problem.

Membership on said committee shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitations shall not preclude utilization of appropriate resource personnel selected by either the BOARD or the UNION.

45-22. A joint BOARD-UNION committee shall be established in accordance with Article 45-1 of this Agreement to fulfill the obligations under the "4.5 agreement" with respect to the Employee Discipline Code.

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

This committee shall submit recommendations to the Chief Executive Officer with a copy submitted to the Union President by March 1, 2004.

ARTICLE 46. INTEGRATION — QUALITY EDUCATION

46-1. In order to implement the joint policy of the BOARD and the UNION to work affirmatively to give each child the advantage of an integrated school, the BOARD agrees –

1. in concert with the UNION, to encourage regularly appointed teachers to apply for transfers under the provisions of Article 42-2.1 of this Agreement;
2. in concert with the UNION, to encourage the extensive use of curriculum, texts, and supplementary materials which represent contributions made to civilization by all elements of our population;
3. 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 child in a school so that all elements of a sound educational structure are present, such as drastically reduced class size, additional teachers, additional counselors, reading specialists, psychologists and teacher assistants.

46-2. The BOARD and UNION agree to urge the publishers of standardized tests for pupils to include questions on the contributions of African-Americans, other minority groups, and women to world and United States history as appropriate.

46-3. The parties agree to continue to participate in negotiations with each other and with the Department of Justice during the term of this Agreement in the planning of a workable and effective program for the integration of school personnel. In this connection, the parties will negotiate with respect to such modifications of Articles 23-5 and 42-2 of this Agreement as either party may deem appropriate.

ARTICLE 47. CONFORMITY

47-1. During the term of this Agreement, the UNION agrees not to strike nor to picket in any manner which would tend to disrupt the operation of any public school in the city of Chicago or of the administrative offices or any other facility of the BOARD.

During the term of this Agreement the BOARD agrees not to engage in any lockout.

47-2. The BOARD and the UNION recognize that increases in wage rates set forth in Appendix A of this Agreement constitute an increase of 4% for Fiscal Years 2004, 2005, 2006, and 2007.

47-2.1. The parties agree that the 4% increase for Fiscal Year 2007 may be adjusted upward in such fiscal year depending on the total amount of general fund revenue received by the BOARD in that fiscal year from the following sources (referred to collectively as the "designated revenue sources"): (a) personal property taxes, (b) personal property replacement taxes, (c) general state aid, (d) flat block grant by ADA (school safety and educational improvement block grant), and (e) the general education and educational service block grants. If the BOARD receives an aggregate increase in the designated revenue sources equal to or greater than 7.0% over the previous fiscal year, the increases in Appendix A will be adjusted upward in accordance with the following table. The parties agree that the following table accurately depicts the aggregate increases in the designated revenue sources and the corresponding adjustments in Appendix A.

Designated Revenue Sources –	Appendix A
Percent Increase Over Previous Year	Adjustment for FY 2007
Less than 7.0%	4.0%
Equal to 7.0% but less than 8.0%	4.2%
Equal to 8.0% but less than 9.0%	4.4%
Equal to 9.0% but less than 10.0%	4.6%
Equal to 10.0% but less than 11.0%	4.8%
Equal to or more than 11.0%	5.0%

47-2.2. Any adjustments to the increase of 4% for Fiscal Years 2005, 2006 and 2007 to Appendix A of this Agreement are contingent upon a reasonable expectation by the BOARD of its ability to fund the increases for FYs 2005, 2006 and 2007. Therefore, any adjustments to the scheduled increases to Appendix A for FYs 2005, 2006 and 2007 shall not be effective until and unless the BOARD adopts a Resolution no later than fifteen (15) calendar days prior to the beginning of each Fiscal Year that it finds there is a reasonable expectation that it will be able to fund such increases for that fiscal year. In the event the BOARD fails to adopt timely such a resolution, the UNION may, by written notice to the BOARD no later than ten calendar days prior to the beginning of the fiscal year in which the BOARD fails to adopt such Resolution, demand that negotiations begin anew with respect to Appendix A. In the event that said negotiations fail to result in an agreement, the UNION may, on thirty calendar days' written notice, terminate this Agreement and, accordingly, retains whatever lawful rights it otherwise might have under Section 13 of the Illinois Educational Labor Relations Act, including the right to strike.

47-3. 2003 Amendatory Act. The inclusion in this collective bargaining Agreement of any provision that is a permissive subject of bargaining or a provision which was otherwise affected by virtue of the 2003 Amendatory Act to 115 ILCS 5/4.5 of the Illinois Educational Labor

Relations Act shall not be deemed in any way as a waiver, concession or compromise of the BOARD's or UNION's rights under said Act, including the right during the term of this Agreement to request to bargain such provision or to invoke the impasse resolution mechanism in 115 ILCS 5/12(b) of the Illinois Educational Labor Relations Act.

ARTICLE 48. REPRESENT ATION

48-1. Recognition by the BOARD of the Chicago Teachers Union as sole and exclusive bargaining agent shall continue provided, however, that should any other employee organization seek to represent employees in the bargaining unit, as defined in Article 1, Paragraph 1-1 of this Agreement, such request shall be dealt with and governed pursuant to the provisions of the Illinois Educational Labor Relations Act.

48-2. Management Rights. The BOARD shall not be required to bargain over matters of inherent managerial policy within the meaning of the Illinois Educational Labor Relations Act or School Code, which shall include such areas of discretion or policy as the functions of the BOARD, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees; provided, that in order to preserve the rights of the parties predating this Agreement, the BOARD shall be required to bargain collectively with regard to any matter concerning wages, hours or conditions of employment about which they have bargained for and agreed to in a collective bargaining agreement prior to the date of this Agreement; provided further, that nothing herein shall affect the rights of the UNION or any employee under Article 3 of this Agreement. The BOARD, however, shall be required to bargain collectively with the UNION with regard to policy matters directly affecting wages, hours and terms and conditions

of employment as well as the impact thereon upon request by the UNION.

ARTICLE 49. CONCLUSION

49-1. This Agreement shall be effective as of July 1, 2003, and shall remain in effect until June 30, 2007. Negotiations for a subsequent Agreement will commence no later than May 1, 2007, upon written request of either party filed two weeks before this date. The Chicago Teachers Union shall submit its proposals at least 30 days prior to the commencement of negotiations.

49-2. In the event either party wishes to modify or amend this Agreement, written notice thereof shall be given to the other party at least 20 days prior to the consideration of said modification or amendment and, if said modification or amendment is thereafter mutually agreed upon, this Agreement will be so amended.

49-3. Neither the BOARD and its representatives nor the UNION and the members of the bargaining unit shall take any action violative of or inconsistent with any provision of this Agreement. The parties agree that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement. All terms and conditions of employment for future years, including without limitation, salaries, benefits, pension pickup and staffing formulae, are the subject of negotiation for those years.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their Presidents and attested by their Secretaries.

BOARD OF EDUCATION OF THE CITY OF CHICAGO,
a body politic and corporate,

By (s) Michael Scott, President

Attest:

(s) Estela Beltran, Secretary

CHICAGO TEACHERS UNION, LOCAL 1, AMERICAN
FEDERATION OF TEACHERS, AFL-CIO, a voluntary
organization and unincorporated association,

By (s) Deborah Lynch, President

Attest:

(s) Jacquelyn Price Ward, Recording Secretary

Board Authority:

Board Report Number: 03-1119-EX27

Dated: November 19, 2003