



CPS Non-major substantive changes not included in CTU provisions:

- Change any reference throughout the agreement to “his or her” to “their” or to any appropriate inclusive pronoun.
- Change any reference to “Employee Engagement” to “Office of Administrative Hearings” as appropriate.
- Change any reference throughout the agreement to “Department of Human Resources or Human Resources Department” to “Office of Talent.”

**ARTICLE 1
RECOGNITION**

- 1-5.7. UNION Delegate Handbook. The UNION shall furnish the Chief Labor Relations Officer ~~Office of the Chief Executive Officer~~ with five copies of the current UNION delegate’s handbook.
- **1-15. Access to BOARD Premises.** Upon notification to the school principal, or in the principal’s absence to the acting administrator, the principal or acting administrator shall permit the UNION President or the UNION President’s designated representative to visit the schools for any purpose relating to the terms and conditions of this Agreement, provided that such visitation does not interfere with normal teaching duties of either the teachers interviewed or the UNION delegate. If conferences with bargaining unit employees are necessary, they shall be scheduled so as not to interfere with the instructional program. The UNION representative shall report to the school office immediately upon arrival, ~~and~~ sign the official register, and otherwise comply with the Visitor Management System protocol.
- **1-22. Reproduction of Agreement.** This Agreement shall be electronically reproduced ~~by the UNION with the cost to be shared between the BOARD and the UNION.~~ The BOARD shall post the Agreement electronically on its website. ~~distribute the Agreement to each person who is or becomes a bargaining unit employee during its effective term. The initial delivery to the units shall be completed as soon as possible, but no later than twenty school days after the printed Agreements have been delivered to the BOARD. The UNION shall submit to the Office of Employee Engagement a list by unit number of all parcels delivered to the warehouse facility of the BOARD. Three thousand seven hundred fifty copies of said Agreement shall be delivered to the Office of Employee Engagement.~~



ARTICLE 3 GRIEVANCE AND ARBITRATION PROCEDURE

- **3-1. Definition of a Grievance.** A grievance is a complaint involving a work situation; a complaint that there has been a deviation from, misinterpretation of or misapplication of a practice or policy; or a complaint that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement. **A grievance does not include a complaint of discrimination covered by the Board's Comprehensive Non-Discrimination Policy. Complaints of discrimination covered by the Board's Comprehensive Non-Discrimination Policy must be filed with the Board's Equal Opportunity Compliance Office and resolved exclusively through the investigatory processes of that office.**

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

3-4. Appearances and Representation at Conferences.

- 3-4.1. Conferences. Conferences held under this grievance procedure shall be scheduled at a time and place, **including over the summer**, which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses. The UNION shall have the right to be present at each stage of the grievance procedure and to present its views and introduce evidence. Every effort shall be made to hold such conferences during the school day and when held during the school day all participants shall be entitled to attend without loss of pay.

- 3-6.7. Communication of Decision. The principal or the grievant's head administrator if the grievant is not assigned to an individual school shall make a decision and communicate it and the bases for the decision in writing to the grievant, the UNION delegate or UNION designee and the **Executive Director of the Office of Administrative Hearings Employee Engagement** within **ten** ~~five~~ school days after the completion of the conference.

3-7. Chief Executive Officer's Review.

- 3-7.1. Right to Appeal. Within fifteen school days after receiving the decision of the principal or the grievant's head administrator if the grievant is not assigned to an



individual school, the grievant, through the UNION, may appeal to the Chief Executive Officer or the **Executive** Director of **the Office of Administrative Hearings Employee Engagement** or his or her designee. Copies of the original grievance, the appeal and any decision rendered shall be forwarded to the **Executive** Director of **the Office of Administrative Hearings Employee Engagement** with the request for review

- 3-7.2. **Notice of Conference.** The Chief Executive Officer or **Executive** Director of **the Office of Administrative Hearings Employee Engagement** or his or her designee shall meet within ten school days with the grievant, **their** his or her UNION representative, if any, and the principal or head administrator. The Chief Executive Officer or his or her designee will give all participants three school days' notice of the time and place of the meeting in writing. ~~By mutual consent, the parties may conduct the meeting via electronic means including, but not limited to, video, virtual and tele-conferencing.~~
- 3-7.3. **Scheduling of Conference.** Conferences held under this grievance procedure shall be **held virtually** and scheduled at a time and place, **including over the summer**, which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses. The UNION shall have the right to be present at each stage of the grievance procedure and to present its views and introduce evidence. Every effort shall be made to hold such conferences during the school day and when held during the school day all participants shall be entitled to attend without loss of pay.
- 3-7.4. **Witnesses.** The UNION may present up to two witnesses, in addition to the grievant(s) **specifically named in a grievance**, at a grievance meeting at the Central Office level. Additional witnesses shall be allowed with the Chief Executive Officer's or his or her designee's permission. If witnesses are called at the grievance meeting, the Chief Executive Officer may require that the hearing be conducted via electronic means (e.g., video conferencing or telephonically).
- 3-7.5. **Communication of Decision.** The Chief Executive Officer or the **Executive** Director of **the Office of Administrative Hearings Employee Engagement** or his or her designee shall issue a written decision and communicate the same and the bases for the decision to the parties involved within twenty school days after completion of the conference.

3-8. General Provisions.

- 3-8.1. **Procedures for Certain Grievances That Are Not Under the Jurisdiction of a Principal or Head Administrator.**
- 3-8.1(a). **Initial Processing.** Any grievance based upon the action of an authority higher than the principal shall be initiated directly with the Office of **Administrative Hearings Employee Engagement** ~~whose decision thereon shall be rendered within fifteen school days.~~ The grievance must specify the complaint(s) and/or violation(s) alleged, a brief statement of facts sufficient to allow a response and any documentation which may expedite the resolution of the grievance. ~~Within fifteen school days after receiving the decision of the Office of Employee Engagement, the grievant may then appeal the decision of said office to the Chief Executive Officer, by requesting, in writing, a meeting~~



~~with the Office of Employee Engagement, acting as the representative of the Chief Executive Officer. Copies of the grievance and the decision shall accompany the appeal forwarded to the Office of Employee Engagement.~~

- 3-8.1(b). *Conference and Issuance of Decision.* Upon receipt of a grievance filed pursuant to Article 3-8.1(a), ~~the~~ The Chief Executive Officer or the Executive Director of the Office of Administrative Hearings ~~Employee Engagement~~ or his or her designee shall meet within ten school days with the concerned parties who will be given no less than two school days' notice of the time and place of the conference. The Chief Executive Officer or the Executive Director of the Office of Administrative Hearings ~~Employee Engagement~~ or his or her designee shall make a written decision and communicate the same to the parties involved within twenty ~~ten~~ school days after completion of the conference. Decisions of the Chief Executive Officer or the Executive Director of the Office of Administrative Hearings ~~Employee Engagement~~ or his or her designee may be appealed to arbitration under Article 3-10.
- 3-8.2. *Initiation at Higher Step.* The UNION may ~~initiate or~~ appeal a grievance at any step of the grievance procedure if decisions are not issued in accordance with the respective timelines. If a grievance is appealed before a decision is issued under Article 3-8.1(a), the Executive Director of the Office of Administrative Hearings or designee may opt not to issue a written decision on the matter.
- 3-8.3. *Expedited Grievance and Arbitration Procedure.* Where expedited grievance and arbitration is provided in this Agreement, the following shall apply: The Union may file the grievance at the highest step. If the grievance is not adjusted within fifteen (15) days, it shall automatically proceed to arbitration upon the Union's written demand. The parties shall select an arbitrator and the grievance shall be heard by the arbitrator within thirty (30) days of the arbitration demand. The arbitrator shall issue a bench ruling and award at the conclusion of the hearing, but may subsequently issue a written ruling explaining the award upon request of either party.
- 3.8.4. *Deadline for Filing Grievances.* A grievant or the UNION shall file grievances in writing within forty-five school days after the occurrence of the event giving rise to the alleged violation, or within forty-five school days from the time the grievant or the UNION should reasonably have become aware of the occurrence of the event giving rise to the alleged violation, whichever is later, except in the case of a salary grievance. For salary grievances filed on or after November 1, 2012, the grievant or the UNION may file a grievance within three calendar years of the date on which the salary grievance arose. Salary grievances filed within three calendar years shall be deemed timely.

3-9. Grievance Mediation.

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



- 3-9.2. Grievance Mediation Panel Meetings and Authority.
- 3-9.2(a). *Mediation Panel.* Either the UNION or the BOARD may request that a grievance be submitted to mediation. Grievances submitted to mediation shall be submitted to a five-person mediation panel consisting of a mediator selected by the parties and two permanent representatives designated by each party. One of the BOARD's representatives shall be a current or former principal. The parties shall establish regular meeting dates for the mediation panel, occurring no less often than twice per month or more frequently as is necessary to ensure that all grievances submitted to mediation are heard within six months of the grievance filing date.
- 3-9.2(b). *Submission to Mediation.* Within five school days of the selection of a mediator, the parties will contact the mediator directly and notify the mediator of ~~their~~ ~~his~~ ~~or~~ ~~her~~ appointment, request available mediation dates and mutually agree to a mediation date. At least seven calendar days before the mediation session, the mediator shall mail notice of the date, time and place of the session to the BOARD and the UNION. The mediator for good cause shown may postpone the mediation session or extend any period of time upon request of a party or upon ~~their~~ ~~his~~ ~~or~~ ~~her~~ own initiative and shall postpone the session or extend any period of time upon mutual agreement of the parties. Prior to the mediation session, the BOARD and the UNION will submit to the mediator all relevant grievance documents for the grievance or grievances to be addressed at that session. Mediation sessions will be conducted upon request of the BOARD or the UNION on an as needed basis.
- 3-9.2(c). *Recommendations and Resolutions.* If appropriate, the mediation panel may make recommendations for resolution to the Chief Executive Officer and the UNION President. If the Chief Executive Officer and UNION President mutually agree to a resolution for a specific grievance, that agreement will be reduced to writing, executed by the parties and implemented. All resolutions shall be non-precedential and not cited in any arbitration case or labor board, administrative or judicial proceeding. In the event of a resolution, the grievance will be withdrawn with prejudice.
- 3-9.3. Lack of Resolution. If the parties cannot mutually agree to a resolution, they may mutually agree to table and further mediate the grievance at a subsequent mediation session. Absent a resolution or an agreement to table the grievance, the grievance will proceed to arbitration. Any grievance agreed to be submitted to mediation (other than under Article 29-4 or 29-5) and not considered by the mediation panel within sixty school days after the request for mediation will be submitted to arbitration.
- 3-9.4. Requests for Grievance Mediation Simultaneous with Arbitration Demand. Simultaneously with a demand for arbitration under this Article, the UNION may submit a written request for mediation to the ~~Executive~~ Director of ~~Administrative Hearings~~ ~~Employee Engagement~~. The grievance will proceed to mediation unless the ~~Executive~~ Director of ~~Administrative Hearings~~ ~~Employee Engagement~~ notifies the UNION, in writing, within ten school days that the BOARD does not agree to submit the grievance to mediation. Within ten school days of receiving the UNION's demand for arbitration of a particular grievance, the ~~Executive~~ Director of ~~Administrative Hearings~~ ~~Employee Engagement~~ may request, in writing, that the grievance be submitted to mediation. Any



such grievance will proceed to mediation unless the UNION notifies the **Executive Director of Administrative Hearings Employee Engagement**, in writing, within ten school days that it does not agree to submit the grievance to mediation.

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

3-10. Arbitration.

- 3-10.1. Permanent Panel. The parties shall establish a permanent panel of ten arbitrators to conduct hearings and to issue final and binding awards on grievances. Arbitrators shall have no jurisdiction to hear disciplinary matters except as specifically set forth in this Agreement. Arbitrators may be removed from the permanent panel by written notice from one party to the other requesting removal. Cases pending before a removed arbitrator shall not be affected. The parties shall make every effort to agree upon a substitute arbitrator. In no event may the arbitration panel be fewer than seven arbitrators. The parties will add additional arbitrators to their standing panel and explore options on how best to utilize available arbitrators.
- 3-10.2. Demand for Arbitration. Within fifteen school days after receiving the decision of the Chief Executive Officer or the **Executive Director of Administrative Hearings Employee Engagement** or his or her designee, pursuant to Article 3-7 or 3-8, the UNION only may file a demand for arbitration with the **Executive Director of Administrative Hearings Employee Engagement**. Within fifteen school days thereafter, the parties will mutually agree to an arbitrator for that grievance, selecting from the permanent panel. If the parties cannot mutually agree upon an arbitrator, then the arbitrator shall be selected through a striking process with the UNION striking first and then the BOARD until one arbitrator remains. Within five school days of selection of an arbitrator, the parties will contact the arbitrator directly and notify the arbitrator of **their** his or her appointment, request available hearing dates and mutually agree to a hearing date. At least seven calendar days before the hearing, the arbitrator shall mail notice of the date, time and place of the hearing to the BOARD and the UNION. The arbitrator for good cause shown may postpone the hearing or extend any period of time upon request of a party or upon **their** his or her own initiative and shall postpone the hearing or extend any period of time upon mutual agreement of the parties.
- 3-10.3. Subpoenas in Arbitration. Whenever the UNION requests the issuance of subpoenas for the appearance of witnesses at an arbitration hearing, the UNION shall immediately forward copies of such requests to the **Executive Director of Administrative Hearings Employee Engagement**. The UNION shall agree to pay the full cost of substitute service for the bargaining unit employee required to appear as a witness at said arbitration hearing.
- 3-10.4. Decisions and Awards. Within sixty calendar days after the closing of the record, the arbitrator shall render a decision and opinion. The decision shall be final and binding on the parties. The cost of the arbitrator shall be equally shared by the parties.



- **3-10.5. Pre-Arbitration Meeting.** At least 90 days prior to any scheduled arbitration, the BOARD and the UNION shall meet to discuss the scope of the arbitration and whether there is any potential for settlement. As part of this meeting, the parties will make their best efforts to reach an agreement on an issue statement and the remedy being sought.
- **3-11. Joint Arbitration Review Committee.** The parties shall establish a Joint Arbitration Review Committee to discuss possible settlement of pending arbitration cases. Either the BOARD or the UNION may submit cases for the committee's consideration. The committee shall meet on a monthly basis.

Article 4 Elementary School

4-11. Start of Department Classes. If a school is organized on a departmental basis, said departmental classes shall begin **on the first day of the school year** ~~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.

4-13. Half Day Early Childhood and Kindergarten. In order to ensure that early childhood ~~and kindergarten students~~ who attend the afternoon session receive the full instructional time allocation on days when one half day in-service meetings are scheduled, other available staff, in addition to the early childhood ~~and kindergarten~~ teacher, already at each local school and any available space shall be utilized by the principal to meet the instructional needs of said students.

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

ARTICLE 6 HIGH SCHOOL

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



ARTICLE 9 PARAPROFESSIONAL AND SCHOOL-RELATED PERSONNEL

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

9-15. Audiometric and Vision Screening Technicians.

- 9-15.7. Equipment and Forms. As determined by the [Office of Student Health and Wellness](#) ~~Office of Diverse Learner Supports and Services~~, audiometric and vision screening technicians shall be provided with replacement equipment to the extent possible and printed forms when necessary.
- 9-15.8. Certifications. Current state certifications for audiometric and vision screening technicians shall be kept on file by the [Office of Student Health and Wellness](#) ~~Office of Diverse Learner Supports and Services~~.

ARTICLE 10 OTHER POSITION TITLES

10.6 College and Career Coach Classification.

- D. Status Quo after Recognition. No CCC shall suffer a loss in salary or benefits due to the agreement to bring [CCCs](#) ~~ISLs~~ into the bargaining unit in December 2015. Employees currently classified as post-secondary liaisons shall be reclassified as College and Career Coaches.
- H. Regular Work Day and Work Year.
 - 2. Work Year. [CCCs](#) ~~ISLs~~ continuously employed in a twelve-school-month, 52-week schedule (or its previous equivalent) shall maintain their 52-week schedule, unless they voluntarily elect to transfer to a different position with a shorter work year.

10-8. Instructional Support Leaders.

- I. Instructional Support Leaders (“ISL”) Classification.

(b) Licensure and position definition. Licensure as a teacher or administrator is a ~~strongly preferred but not~~ required credential. Nothing shall impede the BOARD’s ability to set the required subject-area credentials for each ISL position, based upon the instructional needs of the Network.



- VIII. Evaluation. ISLs shall be evaluated under the RISE framework.

ARTICLE 14 SAFE AND HEALTHY WORK ENVIRONMENT

- **14-3. Special Notice for Victims of Violence.** In the event of a school-related assault on or battery of a teacher or PSRP, the Law Department of the BOARD, when notified, shall inform the teacher or PSRP of the teacher's or PSRP's legal rights, and the teacher or PSRP shall be assisted by the Law Department in court appearances.

Principals shall immediately report all school-related assaults by telephone, followed by a written or online assault or battery report in Aspen or the BOARD incident management system, to the Department of Safety and Security, Health and Benefits, Workers' Compensation Department ~~Department of Workers Compensation~~, and to their respective Network Chief ~~Area Instruction Officer~~. The member shall receive a copy of the assault or battery report at this time. The Department of Safety and Security, shall immediately notify the Law Department of the BOARD.

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

- 14-4.3. Reporting of Cases of Assault or Battery. Bargaining unit employees shall immediately report assault and battery to the schools principal within forty-eight (48) hours ~~or as soon as they are able report to the school principal~~ all cases of assault or battery in which they are involved while acting in the course of their employment.
- **14-9. Fitness for Duty Medical Examinations.** If the BOARD requests that an employee undergo a fitness for duty examination, the BOARD shall pay the cost of the examination. ~~The parties agree to reconstitute the tiebreaker panel of physicians used to make fitness for duty and medical clearance for work determinations, and they shall finalize a new list of mutually agreed upon physicians by no later than January 1, 2020.~~

ARTICLE 18 CAREER AND TECHNICAL EDUCATION TEACHERS

- **18-1. Definition of Career and Technical Education.** Career and Technical Education ("CTE"), formerly known as Education-to-Careers ("ETC") and Practical Arts and Vocational Education ("PAVE"), are organized educational activities offering a sequence of courses that provides students with relevant technical and employability knowledge and skills needed to prepare for further education and careers in current or emerging professions; provides technical skill proficiency, which may include an industry-recognized credential, a certificate, license, and/or early college credit ~~or an associate degree;~~



- 18-2.1. Prior Work Experience Following Receipt of Bachelor's Degree. A teacher of programs aligned to ~~of Architecture & Construction, Manufacturing, or Engineering drafting, industrial arts or skilled trades unit shop subjects~~ **career clusters** shall be allowed credit for salary step placement for service and experience as a registered architect, registered professional engineer or drafter senior level or above, journey-level **skilled trade crafts worker** qualified through completion of a registered apprenticeship program or **relevant industrial** experience at the technician level or above in the areas to be taught in the **related industrial education** curriculum, gained through full-time employment in a position satisfactory to the Chief Executive Officer, provided that such service and experience occurred subsequent to receiving a bachelor's degree from an accredited college or university.
- **18-3. Programming.** CTE teachers on regular day programs shall not have more than twenty-five teaching periods per week. CTE teachers on an extended day program shall have no more than thirty teaching periods week. The length of classes shall vary from one period to four periods not to exceed twenty-five periods per week or thirty periods per week for extended day programs.

With the exception of **ISBE Group five workplace experience coursework**, where administratively possible, no more than one class should be programmed for any CTE area at any given time. The principal shall consult with the CTE department **director chairperson** and CTE teachers in connection with programming. Each CTE teacher, in conjunction with the school counselor and programmer, shall develop a student roster for the next school year. Student participation in CTE programs is to be based on the student **enrollment to the pathway through GoCPS CTE high school entrance application** and/or student interest **activities**. Prior to March 1, each department chairperson shall submit written recommendations to the principal or the principal's designee concerning the programming of CTE for the following school year.
- **18-5. Appropriations.** Six percent of each Fiscal Year's Career and Technical Education Improvement and Perkins Grants funds provided by the State of Illinois shall be allocated by teachers **in partnership with the principal**, subject to BOARD procurement rules and grant guidelines. The BOARD shall use its best efforts to remove any impediments to timely procurement of materials and equipment.
- **18-6. Availability of Baseline Materials and Equipment.** All CTE labs, ~~shops~~ and classrooms will **have adequate** ~~be given baseline~~ materials and equipment ready to be used on the first day of teacher attendance of the school year that meet industry standards **and the approved CPS curriculum**.



- 18-6.1. Repairs and Replacements. As needed, or bBefore the end of the school year, the CTE Teacher shall provide the CTE Department a list of needed repairs and/or replacement upgrades or updates for all equipment.

- ~~18-8.2. Exclusion. Upon receipt of written directions from the principal or the principal's designee as to where the student is to be sent, the student may be excluded from that CTE classroom-related shop or laboratory environment.~~

- **18-9. -Workplace Experience. Cooperative Education:**
 - 18-9.1 Workplace Experience courses aligned to ISBE Group five courses, ~~Cooperative Education~~ must be taught by ~~Cooperative Education~~ appropriately credentialed teachers in approved ~~Career and Technical Education~~ programs authorized by the Office College and Career Success.

 - 18-9.2 All teacher- teachers of record ~~coordinators~~ for Workplace Experience ~~Cooperative Education~~ programs are required to have a valid Illinois ~~Career and Technical Education~~ educator license and have completed either the required; 6 semester hours in Administration and Organization of cooperative education offered by a state-approved program or completed a state-approved Workplace Experience Coordinator course.; and 2,000 hours of paid work experience.

 - 18-9.3 ~~Special needs teacher coordinators of Cooperative Education programs such as Work Experience and Career Exploration program (WCEP), Early School Leaver, and Secondary Transition Education Program (STEP) shall have a valid Illinois educator certificate, 6 semester hours in Administration and Organization of cooperative education, and 2,000 hours of paid work experience.~~

 - 18-9.4 Credentials for all Workplace Experience ~~Cooperative Education~~ teachers will be reviewed and approved by the Department of Career and Technical Education in accordance with rules set by the Illinois State Board of Education. ~~as outlined in the State of Illinois Cooperative Education Handbook dated June 2009.~~

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

- **18-12. CTE Teacher Credentials.** The parties agree that the CTE teachers must keep current in their content areas and industry credentials in order to maintain their positions. If the BOARD seeks to require that the current CTE teachers increase their credentials (other than staying current in their content area or industry certifications) in order to qualify for their current positions, the BOARD will meet with the CTE Committee or other



UNION designees to bargain over the impact of changes in such requirements. In accordance with CTE policies and procedures, and where funds are available, CTE will support CTE teachers' training for obtaining previously approved credentials. Credentials for all [workplace experience cooperative education](#) teachers will be reviewed and approved by the Department of Career and Technical Education in accordance with [rules set by the Illinois State Board of Education](#). ~~Illinois State Board of Education Rules and Regulations as outlined in the State of Illinois Cooperative Education Handbook.~~

- **18-13. Workplace Experience Cooperative Education Teachers.** Each [workplace experience cooperative education](#) teacher shall have communication service available when necessary to contact employers concerning job opportunities for students enrolled in [workplace experience cooperative education](#).
- **18-15. Placement of Students.** Prior to [May 1](#) ~~February 15~~, each Career and Technical Education [workplace experience cooperative program](#) teacher shall confer with the principal, or the principal's designee, relative to a registration procedure for students recommended for placement in the ~~cooperative program~~ [course](#). Each Career and Technical Education workplace experience ~~cooperative program~~ teacher shall furnish to the principal, or the principal's designee, data and rationale to support the recommendations being submitted for consideration. The recommendations of the CTE [workplace experience cooperative program](#) teacher shall be given the highest priority.
- **~~18-16. Extended Day for Cooperative Education Teachers.~~** ~~Cooperative Education Teachers in approved Career and Technical Education programs authorized by the Office of College and Career Success working outside the contractual day to conduct workplace observations shall be paid their base salary plus twenty percent of their base salary. Funding is to be covered by the school.~~
- **~~18-17. Cooperative Work Training Teachers.~~** ~~Twenty days past the second semester, Career and Technical Education or the Office of College and Career Success shall deliver to the principal, or the principal's designee, those students identified as eligible to participate in Cooperative Education for the next school year. The teacher shall develop a student roster from the eligibility list. Each cooperative work training teacher shall have telephone service available when necessary to contact employers concerning job opportunities for students enrolled in the cooperative work training program.~~
- **18-19. Professional Development.** Teacher participation in [four quarterly professional development days offered by the Department of Career and Technical Education](#) the ~~annual CTE Summer Institute~~ is mandatory unless the teacher was not staffed at the time of the event. [Quarterly PD Days](#) ~~Summer Institute~~ will cover a wide range of professional learning session formats including but not limited to district initiatives, technical skill advancements, work-based learning, and an opportunity to share best practices as it relates to Career and Technical Education and. ~~Summer Institute~~ will not



include REACH orientation training. ~~The BOARD will provide substitute/coverage for days when school is in session. The BOARD, in consultation with the UNION, will set the schedule of the PD days and determine topics of importance shall plan the content of the Summer Institute.~~

ARTICLE 19 ACADEMIC CALENDAR

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

ARTICLE 21 SPECIAL EDUCATION TEACHERS

- **21-16. Release Time to Complete Individualized Education Programs.** Recognizing that some Individual Education Plans require more time to develop and implement, Principals shall, to the extent possible, disperse IEP writing workload equitably among special education teachers. All schools shall provide collaboration time at the beginning of the school year for special education teachers, general education teachers, clinicians, and support staff as needed. **Special Education Teachers, Related Service Providers, and General Education Teachers shall adhere to the expectations and responsibilities outlined in the CPS-Individuals with Disabilities Education Act (IDEA) Procedural Manual. Expectations for their roles prior to, during, and following IEP meetings shall be fulfilled during scheduled self-directed preparation time.**

Special education teachers' job requirements shall prioritize the development and implementation of the Individual Education Plan. **Where a special education teacher's workload increases due to teacher vacancies or leaves of absence and** where possible, Principals shall use either substitutes or release time (from principal directed preps, lesson plans and/or other paperwork and workload requirements) ~~as determined through the PPC~~ to provide adequate time for special education teachers to complete these duties during the work day. The Joint Committee will discuss workload issues and relief. If workload issues cannot be solved by the principal and/or the PPC, then the issue may be brought to the Joint Committee.

~~The district agrees to not increase workload for bargaining unit members due to the Student Specific Corrective Action.~~



ARTICLE 24 SUMMER SCHOOL

24-2.2. In schools which have summer programs where there are more qualified teacher applicants for summer school positions than positions available, preference shall be given to teachers who have taught fewer than two summer sessions immediately preceding the current summer session. Summative ratings [and disciplinary action](#) may be a consideration.

ARTICLE 27 CLASS COVERAGE

- 27-2.4. Recruitment of Cadres and Provisional Cadre Substitutes. The Board shall recruit and maintain a pool of Cadre and Provisional Cadre Substitutes which, in combination with the Day-to-day Substitute Pool, is sufficient to cover the classes of absent teachers. These efforts shall include recruiting candidates for Cadre or Provisional Cadre Substitutes from:
 - (1) ~~the Teacher Quality Pool;~~
 - (2) displaced, laid off, honorably terminated and non-renewed tenured and probationary teachers;
 - (3) existing day-to-day substitutes;
 - (4) student teachers; and
 - (5) qualified external applicants.
- **27-4. Reporting Absences.** Teachers shall report their anticipated absences to the substitute center as early as possible in order to enable substitute teachers to arrive in the school before the beginning time of the teachers' work day. Teachers shall also report their anticipated absences to the school no later than their reporting time. If the teachers cannot report because the telephone lines are busy or similar such occurrences, the teachers shall report as soon thereafter as possible. [Teachers must ensure they provide lesson plans to a guest teacher in the event of an absence. Lesson plans must also be submitted to the principal at least 24 hours before the absence.](#)

ARTICLE 28 CLASS SIZE

- **Article 28-5. Funding.** [\[PLACEHOLDER PROPOSAL\]](#)

ARTICLE 29 EMPLOYEE DISCIPLINE

- 29-2.5. Fourth Step – Dismissal.

[29-2.5\(a\)](#) The Chief Executive Officer or the BOARD may dismiss an appointed teacher or a temporarily assigned teacher when he or she fails to adhere to a



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

29-2.5(b) When a principal, head administrator or Chief Executive Officer seeks dismissal of a non-probationary paraprofessional and school-related professional, the BOARD shall afford the employee with a pre-dismissal conference.

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

30 Discipline Referrals.

30-1. Discipline Referrals.

30-1.1. Request for Exclusion from Class. A teacher may submit a written notice of student behavior to the principal or designee. Upon receipt of the written request, the principal or designee, ~~upon written notice to the principal or the principal's designee, and upon receipt of written instruction of where the student is to be sent, which the principal or the principal's designee shall send immediately,~~ may exclude from class a student who seriously disrupts the orderly educational process as defined by ~~and in alignment with~~ the *Student Code of Conduct*. Anytime a student is removed from the classroom environment as a result of seriously disruptive behavior, all procedures of the Policy on Behavioral Interventions, Physical Restraints, Time Outs, and Momentary Physical Intervention must be followed at all times.

30-1.2. Completion of Uniform Student Discipline Referral Form or Alternative Platform for Referring Students. Whenever a student is excluded from class, the teacher will confer with the principal, or the principal's designee, to provide the necessary information concerning the student and shall provide a complete written statement of the problem within twenty-four hours, which shall be via a secure uniform student discipline referral form approved by the district. ~~the uniform student discipline referral form or alternative platform for referring students.~~ Said written statement via the platform approved by the district



~~discipline referral form or alternative platform~~ for referring students shall include a summary of any informational background or prior action taken by the teacher relative to the student's ~~alleged misconduct~~ behavioral problems.

30-1.3. Reinstatement of Student into Class. ~~The principal or the principal's designee will only reinstate the student after a conference on classroom conduct and school rules which will be held on non-instructional time and must include the teacher.~~ For students who seriously disrupt the orderly educational process as defined by the Student Code of Conduct, a reinstatement plan should be made with the student and the principal or principal designee with input from the teacher before students are reinstated to the class. The reinstatement plan should be communicated to the involved teachers. The teacher may request a scheduled conference with the principal or the principal's designee and the student to discuss the behavior, interventions, and solutions identified in the plan that address identified needs and ensure safety in the learning environment. If requested, this conference must be scheduled as soon as possible on non-instructional time within a reasonable timeframe. The student may attend class prior to this conference taking place unless additional seriously disruptive behavior continues and is addressed in accordance with the SCC. Students If the student has an IEP, the case manager and appropriate special education providers should be notified and any plans created should be in alignment with the needs and program identified in the student's individualized education program (IEP).

30-2. Conference Following Three Written Referrals. After a total of three written referrals for a student causing serious disruption as defined by the *Student Code of Conduct*, the principal or the principal's designee shall ~~have the student, parent or legal guardian and teacher or teachers involved attend a conference on classroom conduct and school rules~~ convene a conference with the student, the teacher or teachers involved to discuss the student's behavior, its impact on the classroom environment, and a diagnostic review of the academic, social and emotional needs of the student. School rules and interventions will be discussed and a plan to identify the restorative, instructive, and corrective measures to be taken will be reviewed. The student's parent or legal guardian must be invited to attend. The school shall be represented at this conference by the principal or the principal's designee. If the teacher or teachers involved and the principal or the principal's designee agree that a procedure other than a parental conference would be most beneficial to the student or is required by law, that procedure may be substituted. ~~This shall be a prerequisite to returning the student to class.~~ If the student has an IEP, the case manager and appropriate special education providers should be notified and any plans created should be in alignment with the needs and program identified in the student's individualized education program (IEP). ~~The principal or the principal's designee will provide the referring teacher(s) with a copy of the misconduct report, or, if none, orally advise the referring teacher(s) of the disposition.~~



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

30-4. Notification of Police. In consultation with the CPS Office of Student Safety & Security, Principals, or their designees, shall notify the police in case of serious school-related offenses including, but not limited to, extortion, possession of ~~narcotics, possession of or alcohol~~ controlled substances with the intent to sell or distribute, arson or attempted arson, serious theft, serious vandalism, false reports of fire or bombs, possession of any firearms, destructive devices, or the use of any weapons, assault or battery on an employee and reported instances of trespassing. Trespassing is defined as presence without invitation or consent of one in legal possession of the property. Nothing in this Section shall be construed to prohibit a teacher or PSRP who has been the victim of a school-related offense from independently notifying the police of the offense.

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

30-6. Improvement of Disciplinary Policies and Procedures. The BOARD, through its principals and other administrators, agrees to work with bargaining unit employees, parents and appropriate agencies in seeking solutions to school and classroom discipline problems within the applicable provisions of the *Illinois School Code*, the *Rules of the Board of Education* and the *Chicago Public Schools Policy Manual*.

30-7. Responsibility for Maintaining Student Discipline. All other bargaining unit employees shall continue to assist teachers in the maintenance of proper standards of student behavior on the school premises during recess, passing periods and at times of student entrance and dismissal.

30-8. Availability of Disciplinary Policies and Procedures. Each local school principal, or the principal's designee, shall have available for day-to-day substitutes local school discipline procedures to be followed by day-to-day substitutes. Day-to-day substitutes, upon reporting for duty, shall request this information from the principal or the principal's designee

**ARTICLE 31
LABOR-MANAGEMENT COOPERATION COMMITTEE**



- **31-2. Health Care Plan.** The BOARD and the UNION agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the “Plan”) effective June 30, 2013 and thereafter in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:
 - Expanded Disease Management Program
 - Bio-metric Screening
 - [Benefits](#)
 - Health Fairs
 - Weight Management Program
 - [Medical and Pharmacy](#) Utilization Management
 - Subscriber [Cost](#) Share for Hospital Bills and Co-insurance
 - Open enrollment: Comprehensive Communication and Outreach Strategies.
 - Prescription Coverage.
 - Vendor Performance Management
 - [Wellness Program](#)
 - [Retirement/financial planning services and vendors.](#)

**ARTICLE 32
HEALTH CARE BENEFITS PROGRAM**

- **32-6. Health Care Reopener.** This Agreement shall be reopened to further discuss the health plan for the following reasons:
 - A. Any change(s) in the applicable law(s), including, but not limited to, a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement and that directly affects the benefits/coverage of BOARD employees and dependents;
 - B. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined as follows:
 - i. where health insurance related costs exceed six percent over the prior benefit (calendar) year for any individual plan (i.e., ~~HMOI, UHC HMO, BCBS HMO BA, BCBS PPO, or BCBS with HSA UHC PPO or UHC PPO with HRA~~); or
 - ii. where the recommendations of the Labor-Management Cooperation Committee on health care are implemented as recommended and fail to result in cost containment or savings as



measured by an increase in health insurance related costs over the prior benefit (calendar) year.

- **32-7. Wellness Program.**

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

32-7.2. Participation Enrollment. To promote the health and well-being of bargaining unit employees, this Agreement includes provisions for participation in designated wellness programs. Participation in these wellness programs is voluntary, except as otherwise specified in this Article for certain point solutions or utilization management programs, which are mandatory for eligibility for specific additional benefits and coverage.

Voluntary Wellness Program offerings. Members are encouraged to participate in the Wellness program offerings and events, which include activities and resources aimed at promoting overall health and wellness. Participation in these programs is entirely voluntary and will provide members with various health benefits, incentives, and educational opportunities.

Mandatory Point Solutions/Utilization Management Programs.

- a. Eligibility Requirements. For members to be eligible for specific benefits, including but not limited to weight loss medications, specialized treatments, or other coverage as detailed in this Agreement or approved by the LMCC, participation in designated point solutions or utilization management programs is required.
- b. Designated Programs. The following programs are mandatory for the specific benefits and coverage:
 - i. Weight Loss Drugs. Members seeking coverage for prescription weight loss medications must actively participate in and comply with the guidelines of the Weight Management Program, which includes periodic consultations, adherence to prescribed diet and exercise plans, and regular progress assessments.
 - ii. Compliance Monitoring. Compliance with these mandatory programs will be monitored by the Plan Administrator. Members who do not meet the participation requirements may be deemed ineligible for the related benefits and coverage until compliance is achieved.
- c. Notification and Enrollment.
 - i. Enrollment Periods. Members will be provided with specific enrollment periods for the wellness and utilization management programs. Notification



- will be provided at least thirty (30) days in advance, detailing the program requirements, enrollment procedures, and the benefits associated with participation.
- ii. Education. The Talent Office, Health and Benefits Department will provide educational materials and resources to help members understand the importance of these programs and the steps needed for successful participation.
- d. Appeals Process. Members who believe they have been unjustly denied benefits or coverage due to non-compliance with the mandatory programs may file an appeal. The appeal process will be as follows:
- i. Initial appeal. Submit a written appeal to the Plan Administrator within thirty (30) days of the denial notification.
 - ii. Review and Decision. The Plan Administrator will review the appeal and provide a written decision within thirty (30) days.
 - iii. Further Appeals. If the initial appeal is denied, members may request further review within thirty (30 days) of the denial.
- e. Confidentiality. All personal health information obtained through participation in the wellness or utilization management programs will be kept confidential and used solely for the purpose of administering the programs and related benefits, in accordance with applicable HIPAA privacy laws and regulations.
- f. Amendment and Termination.
- i. Amendments. This Article may be amended by mutual consent of the LMCC and the Union, with written notice provided to all members.
 - ii. Termination. The provisions of this Article will remain in effect for the duration of this Agreement, unless terminated or altered by mutual consent.

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

32-7.3. Elements of Wellness Program. The Wellness Program will be designed as follows: (a) provide **preventive health and wellness resources and events**. ~~annual and periodic health risk questionnaires and biometric assessments for covered individuals by a medical professional;~~ (b) create a wellness plan for covered individuals; (c) ~~require that~~ **Encourage** covered individuals to participate ~~individuals participate~~ in wellness activities to the extent required by the Wellness Program; and (d) create incentives ~~and disincentives~~ for behaviors that are **in support of** ~~inconsistent with~~ good health and wellness.

ARTICLE 33 LEAVES OF ABSENCE

- **33-4: Bereavement Leave.** ~~In addition to the provisions of Board Rule 4-14(b),~~ Whenever the absence of a bargaining unit employee is caused by the death of the **CTU member's parent, parent-in-law, stepparent, domestic or civil union partner's**



parent, spouse, domestic partner, grandparent, child, stepchild, sibling, grandchild, sibling in-law, parent in-law, child in-law, nephew, niece, uncle, aunt, or first cousin ~~teacher's parent, spouse, spouse's parent, domestic, domestic partner's parent, child, brother, sister or grandparent,~~ such employee shall be paid the basic salary for the number of days absent provided that the number of days shall not exceed ten days with the last five being applied against accumulated allowable sick leave. The BOARD shall allow bereavement days to be taken non-consecutively provided that they are taken in no more than two installments within one month of the date of death. **To the extent that this provision conflicts with Board Rule 4-14(b), the benefits specified herein shall govern.**

Family Bereavement Leave (FBLA)

Covered individuals may be absent from work up to 10 days of unpaid leave annually to grieve the death of "any covered family member." Covered family member means an employee's child, stepchild, spouse, domestic partner, sibling, parent, stepparent, mother-in-law, father-in-law, grandchild or grandparent. Some of these covered family members may qualify for paid Bereavement Leave under Board Rule Sec. 4-14, b.

Covered individuals may be absent from work up to 10 days of unpaid leave annually due to miscarriage, an unsuccessful round of intrauterine insemination or an assisted reproductive technology procedure (e.g., artificial insemination or embryo transfer), failed adoption match or an adoption that is not finalized because it is contested by another party, failed surrogacy agreement, diagnosis that negatively impacts pregnancy or fertility, or stillbirth.

- **33-7. FMLA Leave.** Bargaining unit employees who have been employed for at least twelve months and who have worked a minimum of 1,250 hours of service during the previous twelve-month period shall be entitled to unpaid leave under the Family and Medical Leave Act (FMLA) as set forth in Appendix G.

33-7.1. Parental Leave.

- A. A ~~teacher may~~ CTU member employed with CPS full-time or a part-time Teacher and meet FMLA eligibility may request leave for the purpose of **growing their family** ~~earing for his or her newborn child.~~ Maternity leave benefits are provided through the short-term disability plan. **Parental** ~~Paternity~~ leave benefits shall be established and modeled after the City of Chicago's **parental** ~~paternity~~ leave plan and shall be incorporated into this Agreement.
- B. In case of absence exceeding ten consecutive school days due to the birth of **their** ~~his or her~~ child or adoption of **their** ~~his or her~~ child



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

- C. PSRP Parental Leave. PSRPs may take a parental leave of up to ~~ten~~ **five** school months provided that they are eligible for a parental leave under the BOARD's policies on family and medical leaves. PSRPs' benefits shall be maintained in accordance with **Board Rule 513.3 4-12**.

33-7.2. The provisions of **Board Rule 513.3 4-12** pertaining to adoption shall be amended to provide that teachers shall be eligible to apply for child-rearing leave if they accept for adoption a child less than five years of age.

- **33-11. Personal Illness Leave.** In a case of absence exceeding ten consecutive school days due to personal illness, a full-time appointed teacher shall apply for and secure a personal illness leave of absence. Such leave shall not exceed ten school months nor be in excess of a total of ten school months in any two consecutive school years. The teacher's position shall be held open for ten school months or to the end of the semester immediately following said ten school months upon the written request of the teacher for such extension at least two weeks before the leave expires. Thereafter, the position shall be declared vacant, but the teacher, upon reporting for duty at the expiration of such extended leave, shall be eligible for immediate assignment, and, if not placed in an assignment, shall be placed in the reassigned teacher pool.

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



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

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

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

Employees who fail to request a leave of absence or return to work from an approved leave of absence, after written notice, will be separated from the Board.

Employees who fail to report to work within the second week of notification of hire, after written notice, will be separated from the Board.

ARTICLE 35 FILLING VACANT POSITIONS

- **35-4. Teacher Transfer Periods.** ~~Teachers may transfer effective the second semester of the school year without the consent of their current principal only when the Talent Office receives the administrative transfer request signed by the receiving principal between seventy-five and thirty calendar days prior to the conclusion of the first semester of the school year.~~ Teachers may not request a transfer between the beginning and the end of the school year. Teachers may transfer effective the end of the school year without the consent of their current principal only when the Talent Office receives the administrative transfer request signed by the receiving principal between seventy-five and thirty calendar days prior to the conclusion of the school year.

ARTICLE 36 SALARIES AND OTHER COMPENSATION

[PLACEHOLDER PROPOSAL]

ARTICLE 37 SICK DAYS AND SHORT-TERM DISABILITY LEAVE

[PLACEHOLDER PROPOSAL] Negotiation of Impact of Chapter 6-130 of the Municipal Code of Chicago

- **37-5. Short-Term Disability Leave.** Effective January 1, 2013, the BOARD shall establish a short-term disability and paid maternity leave plan for employees ~~birth parents who do not qualify for FMLA or paid parental leave~~ at no cost to employees who are eligible for health care benefits.



- 37-5.1. Benefits. The short-term disability policy shall provide disability benefits for employee illness in excess of ten consecutive days (including maternity leave days) **for birth parents who do not qualify for FMLA or paid parental leave** as follows: (a) one hundred percent of the employee's regular full-time pay for the first thirty calendar days of the employee's disability and/or maternity leave; (b) eighty percent of the employee's regular full-time pay for calendar days thirty-one through sixty of the employee's disability and/or maternity leave; and, (c) sixty percent of the employee's regular full-time pay for calendar days sixty-one through ninety of the employee's disability and/or maternity leave.
- **37-6. Transfer of Sick Days.** Employees may donate up to ten (10) sick days from their Grandfathered or CTU sick day banks to another employee who is suffering from a serious medical condition, **whose child is seriously ill or who is caring for an FMLA covered family member who is ill**, and who is on an approved leave of absence. An employee receiving a donation of sick days may not receive more than forty-five (45) days of sick leave in the aggregate from donor-employees and may only receive a donation once during his or her employment with the BOARD.

ARTICLE 39 TEACHER EVALUATION

[PLACEHOLDER PROPOSAL]

ARTICLE 43 VACATIONS

[PLACEHOLDER PROPOSAL] Negotiation of Impact of Chapter 6-130 of the Municipal Code of Chicago

ARTICLE 44 GENERAL PROVISIONS

- **44-32. Assessments.**
 - **44-32.1. Required—Assessments.** No later than June 30th of each year (or as soon as practicable after ISBE has published the state assessment calendar), the Board shall publish an assessment calendar for the subsequent school year, which shall consist of assessments mandated by the district for REACH, required to meet the mandates of state or federal laws and regulations, and mandated by a program (i.e., IB or any program that requires a test for student credit or program accreditation) **and other/additional district-recommended assessments aligned to the balanced assessment systems CIDT indicator.**



~~44-32.2. Additional Assessments. Schools shall determine assessments to be administered in conjunction with the development of the School Improvement Plan for Advancing Academic Achievement (SIPAA) which is currently known as the Continuous Improvement Work Plan (CIWP). Each year in the spring, Teachers and the Principal will collaborate to develop a recommended plan for additional assessments, if any, per grade band or content area/department. Prior to voting, the CEO or designee, may review and revise the proposed assessment plan, which shall be presented to and discussed with the school faculty. Teachers and the principal will then vote on the adoption of the plan, which shall be adopted by majority vote. If the plan is not adopted, and the faculty and/or the CEO or designee cannot agree on an alternative plan, the Union or the CEO or designee may submit the matter for resolution at strategic bargaining. The assessment decision will be included in the school's PD plan and reviewed by the district.~~

- **44-33. Grading Practices.**

~~44-33.1. Teachers Grading Responsibilities. Teachers are responsible for regularly assessing student progress, notifying students and parents of student progress, and determining students' grades in the subject area or activity for which the teacher is responsible. ~~Teachers shall exercise their independent professional judgment in developing their grading practices. They shall determine the number, type, weighting and frequency of student assignments and tests or other assessments that are used to determine individual course grades. In making that determination, Teachers shall follow the grading guidelines established by in _____2 and district policies and must be approved by the administration.~~ on grade changes, grade point averages and grade band values in accordance with Article _____2, Teachers' grading practices must be published at the beginning of the course and must be clear to students, and parents, administration and staff.~~

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

ARTICLE 46 INTEGRATION – QUALITY EDUCATION



~~46-7.4. School personnel shall not inquire about or record a student's or a family member's immigration status, nor shall the Board collect or retain information regarding the immigration status of any CPS students or their families. Except by a court order, CPS shall not disclose to ICE any information regarding the immigration status of any CPS student. CPS will not disclose to anyone other than ICE any immigration information pertaining to any CPS student except pursuant to the Family Educational Rights and Privacy Act. The BOARD recognizes the trust families place in them and shall not voluntarily divulge information to immigration agents to the fullest extent possible under the law.~~

ARTICLE 49 STAFFING

- **49-10 Joint Staffing Committee on Equity. [PLACEHOLDER PROPOSAL]**

ARTICLE 50 CONCLUSION

50-1. Duration. This Agreement shall commence on July 1, ~~2019~~ **2024** and expire on June 30, ~~2029~~ **2024**.

APPENDIX A SALARY SCHEDULES AND OTHER COMPENSATION

- **[PLACEHOLDER PROPOSAL]**

APPENDIX B CONTRIBUTIONS TO HEALTH CARE PLANS

- **[PLACEHOLDER PROPOSAL]**

APPENDIX C PROCEDURES FOR WAIVERS FOR THE DURATION OF THIS AGREEMENT

- 6. Copies of this approved waiver shall be forwarded immediately to the **Chief Labor Relations Officer** ~~Office of Employee Engagement~~ and the UNION.



APPENDIX E HEALTH CARE AND RELATED BENEFITS

- [PLACEHOLDER PROPOSAL]

APPENDIX G FMLA LEAVE

- Bargaining unit employees regularly employed on a year-round basis who have been employed for at least twelve months and who have worked a minimum of 1,250 hours of service during the previous twelve-month period and bargaining unit employees regularly employed on a ten-month basis who have been employed for the equivalent of at least twelve months and who have worked the equivalent of a minimum of 900 ~~1,250~~ hours of service during the previous twelve-month period shall be entitled to unpaid leave under the Family and Medical Leave Act ("FMLA") for any of the following reasons:
 - (a) To provide care for ~~their~~ ~~a~~ ~~child~~ ~~son or daughter~~ during the twelve-month period after the birth of such child;
 - (b) To provide care for ~~their~~ ~~a~~ ~~child~~ ~~son or daughter~~ during the twelve-month period after such child is adopted by or placed in the foster care of the employee;
 - (c) To provide care for ~~their~~ ~~a~~ ~~child~~, ~~son or daughter~~ spouse or parent with a serious health condition; or
 - (d) To treat or recover from a serious health condition of the employee.

Bargaining unit employees are entitled to a total of twelve work weeks of unpaid leave for the above-stated reasons during a "rolling" twelve-month period measured backwards from the date an employee uses any FMLA leave.

Bargaining unit employees shall be required to use their accrued sick days concurrently with any leave of absence taken under the FMLA. Employees will have the option, upon appropriate notice, to use ~~additional available benefit days~~ ~~accrued vacation~~ days. During any leave taken under the FMLA, the employee's health care coverage under any group health plan shall be maintained for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. If the employee is using vacation or sick days, the employee will accrue seniority while on FMLA leave.

Bargaining unit employees must provide at least thirty days' advance notice before FMLA leave is to begin if the need for leave is foreseeable based on an expected birth, placement for adoption or foster care or planned medical treatment for a serious health condition of the employee or the employee's ~~child~~ ~~son, daughter~~, spouse or parent. If thirty days' notice is not practicable (such as because of a lack of knowledge of



approximately when a leave will be required to begin, a change of circumstances or a medical emergency), notice must be given as soon as practicable. Failure to provide the notice set forth in this Section shall not affect the employee's entitlement to the leave when the BOARD has actual knowledge of the FMLA-precipitating event.

SIDE LETTER ON HEALTH INSURANCE

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

SIDE LETTER ON SQRP

This letter confirms that CPS will continue to engage in a process to improve the [Continuous Improvement and Data Transparency Policy](#) ~~School Quality Rating Policy~~, in order to increase equity.