9-1-1989

Chicago Board of Education and Chicago Teachers Union, American Federation of Teachers, AFL-CIO, Local 1 (1989)

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Chicago Board of Education and Chicago Teachers Union, American Federation of Teachers, AFL-CIO, Local 1 (1989)

Location
Chicago, IL

Effective Date
9-1-1989

Expiration Date
8-31-1990

Number of Workers
30000

Employer
Board of Education of the City of Chicago

Union
Chicago Teachers Union

Union Local
Chicago, IL

NAICS
61

Sector
Local government

Item ID
6178-008b183f018_02

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
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AGREEMENT

between the

BOARD OF EDUCATION OF
THE CITY OF CHICAGO

and the

CHICAGO TEACHERS UNION
Local No. 1
American Federation of Teachers,
AFL-CIO

September 1, 1989 - August 31, 1990
AGREEMENT
between
THE BOARD OF EDUCATION
of the
CITY OF CHICAGO
and the
CHICAGO TEACHERS UNION
Local No. 1, American Federation of Teachers, AFL-CIO

Agreement made and entered into on the ______ day of ______, nineteen hundred and eighty-nine, 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 General Superintendent 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 General Superintendent, 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 for the following categories: full-time assistant principals, playground teachers, elementary and secondary teachers (hereinafter referred to as teachers); and all full-time truant officers, school library assistants, hearing testers, vision testers, school clerks, teacher aides, school community representatives, school aides, school aides (bilingual-Spanish), school aides (bilingual), school social service aides, teacher aides-Montessori Program, instructor aides, interpreter aides, and interpreter clerks (hereinafter referred to as other bargaining unit members).

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 teachers' bargaining unit (Article 1-1). No other group or organization or representative thereof shall be recognized or permitted to engage in 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 General Superintendent 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 General Superintendent of Schools 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 General Superintendent shall, upon request, furnish to the UNION available and pertinent reports, statistics, and general information concerning the Chicago Schools. The General Superintendent shall have the same right to receive pertinent information from the UNION.

The Office of the General Superintendent 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 General Superintendent 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 Superintendent of Schools shall discuss any such report with the President prior to said meeting. Bulletins pertaining to matters covered in the collective bargaining Agreement shall be discussed with the President of the UNION before they are distributed.

1-7.1. The Office of the General Superintendent 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 General Superintendent of Schools with five copies of the current school delegate's handbook.

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, 1973, 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 Teachers Credit Union from whom it receives an authorization to do so the monthly amount authorized by the member for savings/shares in the United Teachers Credit Union, providing there is an initial enrollment of 2,000 members. One deduction shall be made each school month, September to June, inclusive.

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 1987-88 and 1988-89 shall be borne by the United Teachers 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 Teachers Credit Union office no later than 5 school days after such deductions are made.

The United Teachers Credit Union shall submit authorization cards for deduction upon forms approved by the General Superintendent of Schools. 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 sixty (60) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the UNION, shall pay to the UNION each month their fair share of the costs of the services rendered by the UNION that are chargeable to non-members under state and federal law.

b) Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the non-member full time employees and remitted to the UNION, provided, however, that the UNION shall submit to the BOARD an affidavit which specifies the amount constituting said fair share (not exceeding the dues uniformly required of members of the UNION, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were included and excluded in determining the fair share and which certifies to the BOARD that a notice of fair share payments by non-members has been posted as required by the Illinois Educational Labor Relations Board ("Labor Board"), provided further that if the Labor Board notifies the BOARD and the UNION that a fee payer has elected to file an objection to the fee with the Labor Board, the BOARD will remit said fee payer's fees to the Labor Board as required by the Labor Board's Rules and/or orders.

c) Upon receipt of said affidavit the BOARD shall cooperate with the UNION to ascertain the names of all full-time employee non-members of the UNION from whose earnings the fair share payments shall be deducted and their work locations.

d) The UNION shall prepare a "Notice to Employees" as prescribed by the Labor Board containing the fair share fee information required under the Labor Board Rules, together with a notice that as an alternative to filing an objection to the amount of the fee with the Labor Board, a non-member may notify the UNION of such objection and utilize the Union's internal appeal procedure, culminating in arbitration, by sending a letter to the UNION president by certified or registered mail or by delivery to the UNION office, at any time after the notice but within sixty (60) days after the first salary
payment of the school year from which his/her fair share fee has been deducted, or by taking any other action available to them at law. The notices shall set forth the address and telephone number of the UNION and the manner in which such employees may obtain a copy of the UNION's internal appeal procedure and the address and telephone number of the Labor Board.

e) The UNION shall distribute notices described in subsection d) by 1) posting it and the UNION Internal Review Procedure on the bulletin boards provided pursuant to Section 1-15 of this Agreement, 2) publishing the notice and the internal appeal procedure in the UNION newspaper, which shall be distributed by school delegates to all bargaining unit members, and 3) providing school delegates with copies of the notice for distribution to employees identified pursuant to subsection c) and 4) publishing the appeal procedure as an appendix of this Agreement.

f) A copy of the CTU internal appeal procedure culminating in arbitration of any objector's claims shall be supplied to the BOARD. The UNION shall advise the BOARD of any subsequent changes therein.

g) Upon the UNION'S receipt of notice of an objector's invocation of the UNION's internal appeal procedure described above, the UNION shall deposit in an escrow account, separate from all other UNION funds, the amount of fee payments received on behalf of an objector or objectors that is fairly placed at issue by the objection(s) but not less than 33% of the fair share fee. The UNION shall furnish objectors and the BOARD with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefor shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the UNION's control until the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the UNION and an objector or group of objectors, or if the objector abandons the objection.

h) In any proceeding involving the determination of the fair share fee hereunder, the UNION shall participate without protest to jurisdiction and provide all financial and other records deemed relevant by the adjudicating body.
i) If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the UNION, the UNION shall promptly adopt said determination and notify the BOARD to reduce deductions from the earnings of non-members to said prescribed amount.

j) The UNION shall indemnify and hold harmless the BOARD, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, and/or other 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 under any of such provisions.

k) 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, 1984, the BOARD agrees to forward monies deducted from the salary warrants of each applicable member of the bargaining unit to the respective tax sheltered annuity carrier no later than eight (8) school days 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 actual cost of this service will be retained by the BOARD from the total amount each month in the amount of $.10 per checkoff payment.

1-9. The General Superintendent 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 question 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. No later than September 20, 1979, each school delegate shall secure from the principal a copy of the most recent guidelines for Special Education published by the Board of Education. Said guidelines shall remain the property of the school in order to be made available for any newly elected school delegate. If said guidelines are revised, a copy of the revised guidelines will be substituted within twenty school days after the publication of the new guidelines.

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.

1-12. 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 parties 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 14 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 a 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, 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, the 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 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. Materials 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 Employee Relations.

Effective September 7, 1987, the UNION shall supply, in writing, at the beginning of each school year to the BOARD, through the office of Employee 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.

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, 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.

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 grievance 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. A copy of the grievance shall be filed with the appropriate district superintendent.

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 in writing to the complainant, the school delegate or UNION designee, the district superintendent, and the General Superintendent (through the Office of Employee Relations), within three school days after the completion of the conference.


3-3. General Superintendent's Review. Within 15 school days after receiving the decision of the principal, the complainant, through the UNION, may appeal to the General Superintendent of Schools through the Office of Employee Relations from the appeal decision. Copies of the grievance, the appeal, and any decision rendered shall be forwarded to the Office of Employee Relations with the request for review.

The General Superintendent or the General Superintendent'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 General Superintendent shall make a written decision and communicate the same to the parties involved within five school days after completion of the conference.


3-5. Arbitration. Within 10 school days, after receiving the decision of the General Superintendent, the UNION only may appeal to the American Arbitration Association for arbitration under its rules. The arbitrator shall hold a hearing within 20 days of appointment. Five days notice will be given to all parties of the time and place of the hearing. Within 20 days after completion of the hearing, the arbitrator shall render a decision. 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, are 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 Employee Relations. The UNION shall agree to pay the full cost of substitute service for the teacher or other bargaining unit member required to appear as a witness at said arbitration hearing.

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

The General Superintendent or the General Superintendent'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 General Superintendent shall make a written decision and communicate the same to the parties involved within five school days after completion of the conference. Decisions of the General Superintendent may be appealed to arbitration under Article 3-5.


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 General Superintendent. Such review shall be initiated by the General Superintendent or the General Superintendent's designee within five school days from the time the decision is rendered, and shall follow the procedure specified in paragraph 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 General Superintendent'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.

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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 confer-
ence 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 assistant superintendent for
employee 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.

ARTICLE 4 - ELEMENTARY SCHOOL

4-1. In the implementation of current policy, elementary schools shall
be organized to include the provisions of the Comprehensive Reading Program
of the Chicago Public Schools.

4-2. In the implementation of the Comprehensive Reading Program of the
Chicago Public Schools, where administratively possible, there shall be no
more than three reading groups within a classroom.

4-3. 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.

4-4. In the implementation of current policy, all information relative
to placement and achievement in the Comprehensive Reading Program shall be
placed on the transfer of each student.

4-5. If a school is organized on a departmental basis, said depart-
mental 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.

4-6. 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 aides 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.
4-7. 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. 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.

4-8. Books and supplies which have been processed shall be available for distribution on the first day of school to teachers who have need for them.

4-9. Regular school hours for elementary school teachers shall be from 8:30 a.m. to 3:15 p.m. with a continuous duty-free lunch period of 45 minutes. Where the duty-free lunch period presents an administrative problem, a solution shall be worked out by the the BOARD and the UNION.

4-10. In implementation of present policy, supernumerary status of a kindergarten teacher shall be determined by the length of continuous service in the Chicago public schools on a K-3 teaching certificate.

4-11. Additional teachers shall be provided as necessary, in elementary schools to give elementary teachers two preparation periods per week, and effective June 3, 1974, 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 and the Professional Problems Committee shall meet to determine the availability of said teacher to provide additional self-directed duty free preparation time for classroom teachers.

4-11.1. 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, 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. conferences and preparation period shall be provided with an equal amount of time for preparation periods at another time.

4-11.2. Professional preparation periods shall be scheduled through Wednesday of the last week of the school year.

4-12. 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.

4-13. 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.

4-14. It is agreed that prior to submission, by the school principal, to the community of the restructured school day (closed campus) in the elementary school, 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 restructured 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 restructured school day program shall not be eligible to vote.

The school hours of teachers in the restructured 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.

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 restructured 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 Parent-Teacher Association and/or 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.

4-14.1. Teachers assigned to schools on the restructured school day (closed campus) may elect to remain in the main building during their duty-free lunch period from 2:30 p.m. to 3:15 p.m.

4-15. A duty schedule for all teachers, teacher aides, school aides, instructor aides and interpreter aides shall be posted in each elementary school in September and February of each school year.

4-16. 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 to meet the instructional needs of said pupils.

4-17. 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.

4-18. Textbook committees for language arts, mathematics, social studies, and science, composed of teachers appointed by principal, shall be established in each elementary school. On or before a specific date to be established by the principal of each elementary school, said textbook committees shall present written recommendations to the principal concerning the purchase of textbooks and instructional materials in each subject.

4-19. 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.

ARTICLE 5 - UPPER GRADE CENTER

Not applicable since the BOARD does not have Upper Grade Centers in its organization.

ARTICLE 6 - HIGH SCHOOL

6-1. The high school day may begin and end at different times from school to school 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, 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.

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 I 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 aides.

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. Effective September 1970, high school science laboratory teachers on a regular day program shall be programmed for a 28-period teaching week; five self-directed professional preparation periods each week which shall include conference and preparation of class work; and five periods a week for the duties of preparation for experiments, equipment maintenance, and inventory. These duty periods shall be programmed for periods when the laboratories are in use for laboratory science classes or are not in use. Two additional duty periods per week shall be assigned by the principal.

6-18. The principal or the principal's designee shall advise each subject area department 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. All subject area teachers shall have access to and shall review the current Education Supplies Catalog.

On or before a specific date to be established at each high school, 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 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.

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. All high school art teachers shall have access to and shall review the current Education Supplies Catalog.
On or before a specific date to be established by the principal at each high school, each art teacher shall submit, in writing, to the principal or the principal's designee a suggested list of supplies from the current Education Supplies Catalog. It is understood that supply allocations are limited to the funds available.

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. A joint BOARD-UNION committee shall be established under the provisions of Article 45-1 of this Agreement to study and make recommendations concerning the use of Criterion Reference Tests in the high schools.

Membership of this committee shall be limited to four from the BOARD and four from the UNION.

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

6-24. Textbook committees for English, social studies, mathematics, science, business, and foreign languages, composed of teachers appointed by the principal, shall be established in each high school. On or before a specific date to be established by the principal 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.

ARTICLE 7 - ELEMENTARY SCHOOL COUNSELORS

7-1. A full-time elementary school counselor who is also the assistant principal and who is serving in a school where the assistant principal's position becomes a "freed" position shall have his or her application for the assistant principal's position considered in accordance with present procedures.

If the dual role is that of elementary school counselor-librarian, or elementary school counselor-kindergarten teacher, or elementary school counselor-physical education teacher and the school enrollment warrants a full-time elementary school counselor, the teacher shall have the right to move to the full-time elementary school counselor position.

7-2. In a school with a half-time elementary school counselor, the elementary school counselor may serve in the dual role of elementary school counselor-librarian, elementary school counselor-physical education teacher, or elementary school counselor-kindergarten teacher provided the counselor meets the requirements for the position.
7-3. Wherever possible, no more than 40 students shall be tested at any one time.

7-4. Elementary school counselors shall have telephones available for their use.

7-5. 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.

7-6. Present acting elementary school counselors shall complete the elementary school counselor requirements no later than September 6, 1976.

Effective January 1, 1974, and thereafter, teachers serving as acting elementary school counselors must complete the requirements no later than two years from the date of their acting assignment.

If at the end of the applicable periods set down above, an acting elementary school counselor has not met all elementary school counselor requirements, a fully qualified elementary school counselor shall be nominated by the principal for appointment to said elementary school counselor position.

7-7. The organization of a tutoring program in reading shall continue to be one of the responsibilities of the elementary school counselor.

7-8. Once annually, the BOARD agrees to supply the UNION with a list of true elementary school counselor vacancies to be published in the Chicago Union Teacher.

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. Effective April 1, 1973, the BOARD will restore 60 freed assistant principals in those elementary schools where the program needs are the greatest.

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.

8-4. 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.
ARTICLE 9 - CAREER SERVICE PERSONNEL

9-1. Truant Officers.

9-1.1. Initial assignments of truant officers and senior truant officers newly commissioned shall be made at the discretion of the Bureau of School Attendance in harmony with the rules and regulations of the Department of Personnel - City of Chicago.

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. When an opening within a district occurs, truant officers within the district shall receive consideration for the opening before a vacancy is announced. Seniority will be one of the considerations given in making the assignment.

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.

9-1.8. Truant officers required to appear in court shall have the services in court of an attorney provided by the BOARD.

9-1.9. Truant officers shall not be responsible for the transfer of school records.

9-1.10. After two consecutive years of active service, truant officers or senior truant officers shall be eligible for voluntary transfer.

9-1.11. Truant officers may be employed in social centers provided that they have the necessary qualifications for the positions they seek.

9-1.12. In the physical transfer of children to special schools, the truant officer shall be relieved of custody of the child without undue delay.

9-1.13. 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.
9-1.14. 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 programs waives this opportunity, summer requirements shall be met at the discretion of the director of the Bureau of School Attendance.

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

9-1.15. Performance ratings for truant officers shall be distributed to the individual truant officer at the district office to which the truant officer is assigned on or before September 30.

Said performance ratings shall include the final grade of the performance rating period ending in December and the final grade of the performance rating period ending in June.

It is agreed and understood that this procedure shall be subject to change if there is a change in the procedures established by the Department of Personnel - City of Chicago.

9-1.16. 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.

9-1.17. Only regularly certified truant officers may apply for transfer to not more than two districts after having served in their present district for two years. After serving three years, 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.

Transfer shall be processed twice a year. The first transfer period shall have a November 1 deadline for applications for transfers to become effective subsequent to January 1 but before March 1 of each year. The second transfer period shall have a May 1 deadline for application for transfers to become effective September 1 of each year.

Any regularly certified truant officer who is eligible to transfer and who has followed the prescribed procedures shall take precedence over newly appointed truant officers in filling a vacancy. At that time only, vacancies shall be filled from the transfer list before appointments are made from the career service eligible list.

No truant officer shall be transferred without the approval of the receiving district superintendent, who may visit or interview the applicants in the position order on the transfer list. All disapprovals must be submitted in writing and sustained by the director of the Bureau of Career Service Personnel. The final decision as to transfer shall be made by the General Superintendent of Schools.
If a truant officer who is eligible for transfer is not visited by the receiving district superintendent prior to the established deadline dates for visitation, said truant officer's transfer appointment will be processed automatically.

A truant officer may withdraw from a district transfer list. Such withdrawal shall be in writing. A truant officer who has applied for transfer to the maximum number of districts and has withdrawn the application from any district will not be eligible to apply for additional districts for one year from date of withdrawal.

9-2. Library Assistants.

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

9-2.2. Library assistants, except in an emergency, shall perform work related only to the school library.

9-2.3. Lists of vacancies to which library assistants may indicate their desire to transfer shall be posted in the Division of Libraries. Regularly certified library assistants may apply for transfer to not more than three schools after having served in their present school one full year. 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 receipt of application. Transfers shall be processed by September 1 of each year.

The receiving school principal may visit or interview the applicants in the position order on the transfer list and shall notify the applicant as to acceptance or rejection. If an applicant who is eligible for transfer is not interviewed and rejected said library assistant transfer appointment will be processed automatically. The final decision as to transfer shall be made by the General Superintendent of Schools.

9-2.4. Library assistants shall not be responsible for giving formalized instruction to classes of students.

9-2.5. Performance ratings for school library assistants shall be distributed to the individual library assistant at the work location on or before September 30.

Said performance rating shall include the final grade of the performance rating period ending in December and the final grade of the performance rating period ending in June.

It is agreed and understood that this procedure shall be subject to change if there is a change in the procedures established by the Department of Personnel - City of Chicago.

9-2.6. Library assistants are on duty seven hours each school day exclusive of 30-minute lunch period. The hours of arrival and lunch time are designated by the principal.
9-2.7. Whenever, in the opinion of the principal, the service of a library assistant is considered unsatisfactory, the following procedure takes place:

(a) The principal of the school notifies the library assistant in writing stating the reasons for the unsatisfactory rating and offering suggestions and assistance to the library assistant for improving services. This notification is given to the library assistant in a private conference, and a copy of the notification is sent to the district superintendent.

(b) If the principal feels that the work of the library assistant is still unsatisfactory, after at least 20 school days following the issuance of the notice of unsatisfactory service, the principal sends a letter to the director of career service personnel notifying the director of this unsatisfactory service. A copy of this letter shall be distributed to the library assistant and the district superintendent.

(c) The director of career service personnel shall schedule a conference with the library assistant and the principal. The district superintendent and the director of the division of libraries shall be notified and may be present at this conference. At this conference, the director of career service personnel and the principal shall give positive suggestions for improvement to the library assistant. If this is the first unsatisfactory rating, the director of career service personnel may consider transfer of the library assistant to another school. The UNION may be present at the conference.

Sections (a), (b), and (c) above are efficiency rating procedures only and shall not limit the right of the BOARD to remove any library assistant for good cause.

9-2.8. All library assistants shall attend audio-visual workshops, conducted by the BOARD for the purpose of upgrading their skills. Each library assistant shall attend a minimum of one such workshop annually.


9-3.1. Regularly certified school clerks may apply for transfer to not more than five 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 1 deadline for application to become effective subsequent to October 1 but before March 1 of each year.

Any regularly certified school clerk who is eligible to transfer and who has followed the prescribed procedures shall take precedence over newly
appointed school clerks or temporary school clerks in filling a vacancy at the time that transfers are being processed. Vacancies existing on October 1, including those vacancies filled by a temporary appointment, as well as vacancies created by the transfer of clerks during the transfer period, shall be filled from the transfer list before appointments are made from the career service eligible list. Vacancies created by the transfer of clerks during the period October 1 through January 1 shall be filled from the transfer list between January 2 and March 1 before appointments are made from the career service eligible list. In the event that no transfer list exists for a given school or work location or in the event that all persons on the career service list waive the opportunity for appointment, the director of career service personnel shall fill the vacancy in whatever manner the director chooses.

No school clerk shall be transferred without the prior approval of the receiving school principal who shall visit or interview the applicants in the position order on the transfer list. All disapprovals must be submitted in writing and sustained by the director of the Bureau of Career Service Personnel. The school clerk shall be notified of the disapproval by the Bureau of Career Service Personnel, and shall receive a copy of said disapproval. The final decision as to transfer shall be made by the General Superintendent of Schools.

If a school clerk who is eligible for transfer is not visited or interviewed by the receiving school principal prior to the annually established deadline date for visitation, which shall be prior to October 1, said school clerk transfer appointment will be processed automatically.

A school clerk may withdraw from a school transfer list. Such withdrawal shall be in writing. When a school clerk refuses the opportunity to transfer to a full-time position at a school for which the clerk submitted a transfer application, said school clerk's name shall be removed from that school's transfer list and said school clerk shall be notified of this action. A school clerk, who has applied for transfer to the maximum number of schools and has withdrawn an application from any school, or whose name has been removed from a school's transfer list when said school clerk refused the opportunity to transfer to a full-time position at that school shall not be eligible to apply for transfer to additional schools for 10 months from date of withdrawal or removal from a transfer list.

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.

Nothing herein shall preclude a transfer of a school clerk under the prescribed transfer rules at any time during the school year to meet an emergency situation.

A school clerk may apply for transfer to a vacancy which may be created by the opening of a new school. The opening of a new school shall be indicated in the personnel bulletin. However, no school clerk shall apply for such vacancy if said school clerk is presently on the transfer list of five schools.

9-3.2. The Bureau of Career Service Personnel shall in December and June make available a list of all school clerk vacancies which shall include
those school clerk positions filled by a temporary appointment. The list shall be posted in the school clerk's section of the BOARD and a copy shall be sent to the UNION.

9-3.3. No school clerk shall be requested to remain in a school building or district office after that school clerk's regular working hours unless security is provided in the work area.

9-3.4. Clerks authorized by BOARD action to work on student orientation and articulation days in the week preceding Labor Day shall be paid at the clerk's regular rate of salary.

9-3.5. Whenever, in the opinion of the principal, the service of a school clerk is considered unsatisfactory, the following procedure takes place:

(a) The principal of the school notifies the school clerk in writing stating the reasons for the unsatisfactory rating and offering suggestions and assistance to the school clerk for improving services. This notification is given to the school clerk in a private conference, and a copy of the notification is sent to the district superintendent.

(b) If the principal feels that the work of the school clerk is still unsatisfactory, after at least 20 school days following the issuance of the notice of unsatisfactory service, the principal sends a letter to the director of career service personnel notifying the director of this unsatisfactory service. A copy of this letter shall be distributed to the school clerk and the district superintendent.

(c) The director of career service personnel shall schedule a conference with the school clerk and the principal. The district superintendent shall be notified and may be present at this conference. At this conference, the director of career service personnel and the principal shall give positive suggestions for improvement to the school clerk. If this is the first unsatisfactory rating, the director of career service personnel may consider transfer of the clerk to another school. The UNION may be present at the conference.

Sections (a), (b), and (c) above are efficiency rating procedures only and shall not limit the right of the BOARD to remove any school clerk for good cause.

9-3.6. The BOARD and the UNION recognize the value of professional orientation workshops and in-service meetings. Accordingly, a professional orientation meeting for school clerks shall be scheduled whenever needed to introduce new system-wide office procedures.

9-3.7. The BOARD will allocate $150,000 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.
9-3.8. 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 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, the supernumerary 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. Performance ratings for school clerks shall be distributed to the individual school clerk at the work location on or before September 30.

Said performance rating shall include the final grade of the performance rating period ending in December and the final grade of the performance rating period ending in June.

It is agreed and understood that this procedure shall be subject to change if there is a change in the procedures established by the Department of Personnel - City of Chicago.

9-3.10. Effective December 1, 1975, in every school where there is no more than one school clerk assigned, that school clerk shall be a School Clerk I. Effective January 1, 1978, in every school where there are two or more school clerks assigned, there shall be at least one School Clerk I.

9-3.11. School clerks are on duty seven hours each school day exclusive of a 30-minute lunch period. The hours of arrival and departure and lunch time are designated by the principal.

9-3.12. Prior to January 30, 1984, the BOARD shall review 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.

9-3.13. 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.

9-3.14. The BOARD agrees to recommend to the Board of Examiners that a School Clerk I examination be administered by the Board of Examiners during 1986.
9-4. VISION AND HEARING TESTERS

9-4.1. Only qualified vision and hearing testers appointed from the career service list and temporary vision and hearing testers shall administer vision and hearing tests.

9-4.2. When a vision or hearing tester vacancy occurs, the director of Career Service Personnel will notify the Department of Personnel - City of Chicago to fill that position from the career service list. If at all possible, persons employed as substitutes in the interim shall be those who have passed an appropriate career service examination. If all persons on the list waive this opportunity, the director of Career Service Personnel may then fill the vacancy in whatever manner the director chooses.

9-4.3. When schedules are assigned, ability and qualifications being equal, testers shall be given preference based on seniority.

9-4.4. Performance ratings for vision and hearing testers shall be distributed to the individual vision or hearing tester at a meeting to be held in the Central office on or before September 30.

Said performance rating shall include the final grade of the performance rating period ending in December and the final grade of the performance rating period ending in June.

It is agreed and understood that this procedure shall be subject to change if there is a change in the procedures established by the Department of Personnel - City of Chicago.

9-4.5. The Bureau of Career Service Personnel shall in February make available a list of all tester vacancies, which shall include those hearing and vision tester positions filled by temporary appointments. This list shall be posted in the hearing and vision section at the BOARD and the Bureau of Career Service Personnel, and a copy sent to the UNION.

A tester who desires to transfer from one district to another shall submit a letter addressed to the immediate supervisor stating his or her wish to transfer.

All other things being equal, seniority will be considered in the selection of the vision tester or hearing tester seeking transfer.

If said vacancy is to be filled, the tester shall be allowed to transfer provided the final decision concerning the transfer shall be made by the General Superintendent of Schools based on the needs of the schools.

9-4.6. Two city-wide or district cluster meetings shall be held on orientation day and record-staff development day for vision and hearing testers in order to review new procedures and other related matters.

9-4.7. A joint BOARD-UNION committee shall be established under the provisions of Articles 45-1 and 45-1.1 in order to update the current manual for hearing testers and the current manual for vision testers. Said committee shall consist of two hearing testers and two vision testers to be appointed by the UNION and four administrators to be appointed by the General Superintendent of Schools.
9-4.8. Vision and hearing testers are on duty seven hours each school day exclusive of a 30-minute lunch period. The hours of arrival and departure are designated by the district superintendent. Travel between schools required by the BOARD shall be conducted within the established seven-hour duty day.

9-4.9. Vision and hearing testers shall be informed, in writing, of any procedural changes and recording procedures. Said vision and hearing testers shall implement and comply with said changes.

9-4.10. Any change in the date for submission of time sheets and monthly travel reimbursement applications shall be issued in writing to vision and hearing testers. All vision and hearing testers shall implement and comply with said procedures.

9-5. Teacher Aides.

9-5.1. Each teacher aide assigned to an elementary school shall be scheduled for a 10-minute relief period during the morning and a 10-minute relief period during the afternoon.

9-5.2. Whenever the services of a teacher aide are no longer required in a particular school, a provisional teacher aide shall be displaced at the school prior to the displacement of any certified teacher aide except when displacement of a provisional teacher aide would be in conflict with written funding or programmatic guidelines. The certified teacher aide with the least cluster seniority shall have the right to transfer directly from an overstuffed school or discontinued program to any vacancy in the same title for which the teacher aide is eligible except that said teacher aide shall not displace a teacher aide who is next for the position on the transfer list who has greater seniority in that cluster (service prior to a resignation is not considered). Said teacher aide may apply immediately for transfer to the former school where the teacher aide'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 9-5.3 of this Agreement shall apply.

9-5.3. Only regularly certified teacher aides may apply for transfer to not more than three schools after having served in their present school five school months. After serving five school months 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 March 15 deadline for application to become effective the first day of the ensuing school year in September.

At the time annual transfers are processed, any regularly certified teacher aide who is eligible to transfer and who has followed the prescribed procedures shall take precedence over newly appointed teacher aides in filling a vacancy. At that time only, vacancies shall be filled from the transfer list before appointments are made from the career service eligible list.

No teacher aide shall be transferred without the approval of the receiving school principal, who may visit or interview the applicants in the position.
order on the transfer list. All disapprovals must be submitted in writing and sustained by the director of the Bureau of Career Service Personnel. The teacher aide shall be notified of the disapproval by the Bureau of Career Service Personnel, and shall receive a copy of said disapproval. The final decision as to transfer shall be made by the General Superintendent of Schools.

If a teacher aide who is eligible for transfer is not visited by the receiving school principal prior to the annually established deadline date for visitation, said teacher aide transfer appointment will be processed automatically.

A teacher aide may withdraw from a school transfer list. Such withdrawal shall be in writing. A teacher aide 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 date of withdrawal.

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

It is understood that upon transfer to a school outside of the teacher aide's former cluster section the teacher aide is placed at the bottom of the seniority list in the new cluster section but said teacher aide shall retain the original assignment date for salary purposes. It is further understood that teacher aide positions created or vacancies existing at anytime subsequent to the opening of the school year shall not be encumbered by the transfer list.

9-5.4. No teacher aide shall be requested to remain in a school building or other work location after the regular working hours unless security is provided.

9-5.5. Whenever, in the opinion of the principal, the service of a teacher aide is considered unsatisfactory, the following procedures take place:

(a) The principal of the school notifies the teacher aide in writing stating the reasons for the unsatisfactory rating and offering suggestions and assistance to the teacher aide for improving services. This notification is given to the teacher aide in a private conference and a copy of the notification is sent to the district superintendent.

(b) If the principal feels that the work of the teacher aide is still unsatisfactory, after at least 20 school days following the issuance of a notice of unsatisfactory service, the principal sends a letter to the director of career service personnel notifying the director of this unsatisfactory service. A copy of this letter shall be distributed to the teacher aide and the district superintendent.
(c) The director of career service personnel shall schedule a conference with the teacher aide and the principal. The district superintendent shall be notified and may be present at this conference. At this conference, the director of career service personnel and the principal shall give positive suggestions for improvement to the teacher aide. If this is the first unsatisfactory rating the director of career service personnel may consider transfer of the teacher aide to another school within the same district or to a contiguous district if a vacancy exists. The UNION may be present at this conference.

Sections (a), (b), and (c) above are efficiency rating procedures only and shall not limit the right of the BOARD to remove any teacher aide for good cause.

9-5.6. Performance ratings for teacher aides shall be distributed to the individual teacher aide at the work location on or before September 30.

Said performance rating shall include the final grade of the performance rating period ending in December and the final grade of the performance rating period ending in June.

It is agreed and understood that this procedure shall be subject to change if there is a change in the procedures established by the Department of Personnel - City of Chicago.

9-5.7. Utilization of teacher aides shall be in conformity with the applicable statute and established guidelines, and such aides shall not be used as a substitute for a teacher except for temporary 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 a teacher aide unless said teacher has received the approval of the principal or the principal's designee.

9-5.8. The Bureau of Career Service Personnel shall post a list of all true teacher aide vacancies existing in each cluster on or before February 15, of each year, and a copy sent to the UNION.

9-5.9. Teacher aides are on duty seven hours each school day exclusive of a 30-minute lunch period. The hours of arrival and departure and lunch time are designated by the principal.

9-5.10. If social adjustment schools or industrial skill centers are operated beyond the regular 10 school months of the regular school year, and if teacher aides are to be employed in said summer program, teacher aides regularly assigned to said schools shall be given preference for summer service. Such service shall be considered as summer employment.

9-5.11. In schools where there are two or more teacher aides and where outside recess is scheduled, and where the principal determines that all teacher aides are not needed for recess duty, the recess duties of the teacher aides shall be rotated.

9-6.1. Any career service member of the bargaining unit 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 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 career service member of the bargaining unit on a leave for illness. Career service members of the bargaining unit returning from said leave described above shall notify, in writing, each principal of a school to which transfer has been requested that the career service member is now available for the purpose of visitation by the principal and possible transfer at the next period.

9-6.2. The BOARD shall publish a schedule of career service paydays, and when this schedule is changed, prior notice shall be given to all career service bargaining unit members.

9-6.3. Effective September, 1980, career service employees in the bargaining unit 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.

9-6.4. The BOARD agrees to recommend to the Board of Examiners that a certification examination be offered to instructor aides, interpreter aides, and interpreter clerks during the 1987-88 school year.

9-6.5. Notwithstanding any other provision of this Agreement to the contrary, the provisions of this Article shall govern the transfer and assignment of career service personnel within the bargaining unit. Career service personnel shall be appointed from eligible lists provided by the Department of Personnel.

If the majority of the duties of a career service 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 Personnel. When less than the majority of the duties of a career service 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 Associate Superintendent for Special Education and Pupil Support 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 Associate Superintendent for Special Education and Pupil Support Services.

Regularly certified career service employees may apply for transfer but may make no more applications for transfer than the number of applications authorized in the applicable Article of this Agreement. After serving one full year, an applicant is eligible for transfer. School community representatives shall be transferred in accordance with the provisions of Article 9-7.1.

Requests for transfer shall be recorded in transfer books maintained in the Department of Personnel according to the date of application and the applicant shall be given a dated receipt of application. Transfers shall be
processed by the date indicated in the applicable Article of this Agreement. The receiving school principal or Associate Superintendent for Special Education and Pupil Support Services may visit or interview applicants in the position order on the transfer list and shall notify the applicant as to acceptance or rejection. If an applicant who is eligible for transfer is not interviewed and rejected, said applicant's transfer appointment will be processed automatically. The final decision as to transfer shall be made by the principal or the Associate Superintendent for Special Education and Pupil Support Services.

9-7. School Community Representatives.

9-7.1. 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.

Any displaced school community representative shall receive first preference for reassignment as a school community representative to any available vacancy within that district.

9-7.2. Performance ratings for school community representatives shall be distributed to the individual school community representative at the work location on or before September 30.

Said performance rating shall include the final grade of the performance rating period ending in December and the final grade of the performance rating period ending in June.

It is agreed and understood that this procedure shall be subject to change if there is a change in the procedures established by the Department of Personnel - City of Chicago.

9-7.3. Whenever, in the opinion of the principal, the service of a school community representative is considered unsatisfactory, the following procedures take place:

(a) The principal of the school notifies the school community representative in writing stating the reasons for the unsatisfactory rating and offering suggestions and assistance to the school community representative for improving services. This notification is given to the employee in a private conference, and a copy of the notification is sent to the district superintendent.

(b) If the principal feels that the work of the school community representative is still unsatisfactory, after at least 20 school days following the issuance of the notice of unsatisfactory service, the principal sends a letter to the director of career service personnel notifying the director of this unsatisfactory service. A copy of this letter shall be distributed to the school community representative and the district superintendent.

(c) The director of career service personnel shall schedule a conference with the school community representative and the princi-
pal. The district superintendent shall be notified and may be present at this conference. At this conference, the director of career service personnel and the principal shall give positive suggestions for improvement to the school community representative. If this is the first unsatisfactory rating, the director of career service personnel may consider transfer of the school community representative to another school. The UNION may be present at the conference.

Sections (a), (b), and (c) above are efficiency rating procedures only and shall not limit the right of the BOARD to remove any school community representative for good cause.

9-7.4. On September 1 of each year, annual sick days shall be granted to each school community representative on the basis of one day for each month of employment. School community representatives hired subsequent to September 1 of any year shall be granted sick days prorated on the above basis.

9-7.5. All school community representatives 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, 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 the school community representative 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.
9-8. School Aides

9-8.1. School aides are on duty seven hours each school day exclusive of a 30-minute lunch period. The hours of arrival and departure and lunch time are designated by the principal.

9-8.2. Utilization of school aides shall be in conformity with the applicable statute and established guidelines, and such aide shall not be used as a substitute for a teacher except for temporary 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 a school aide unless said teacher has received the approval of the principal or the principal's designee.

9-8.3. Each school aide assigned to an elementary school shall be scheduled for a 10-minute relief period during the morning and a 10-minute relief period during the afternoon.

9-8.4. Performance ratings for school aides shall be distributed to the individual school aide at the work location on or before September 30.

Said performance rating shall include the final grade of the performance rating period ending in December and the final grade of the performance rating period ending in June.

It is agreed and understood that this procedure shall be subject to change if there is a change in the procedures established by the Department of Personnel - City of Chicago.

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

9-8.5. In schools where there are two or more school aides assigned and present, if outside recess is scheduled and the principal determines that all school aides are not needed for recess duty, the recess duties of the school aides shall be rotated.


9-9.1. No interpreter aide shall be requested to remain in a school building or other work location after the regular working hours unless security is provided.

9-9.2. Performance ratings for interpreter aides shall be distributed to the individual interpreter aide at the work location on or before September 30.

Said performance rating shall include the final grade of the performance period ending in December and the final grade of the performance rating period ending in June.

It is agreed and understood that this procedure shall be subject to change if there is a change in the procedures established by the Department of Personnel - City of Chicago.
9-9.3. Interpreter aides are on duty seven hours each school day exclusive of a 30-minute lunch period. The hours of arrival and departure and lunch time are designated by the principal.

9-10. Interpreter Clerks.

9-10.1. No interpreter clerk shall be requested to remain in a school building after that interpreter clerk's regular working hours unless security is provided in the work area.

9-10.2. Performance ratings for interpreter clerks shall be distributed to the individual interpreter clerk at the work location on or before September 30.

Said performance rating shall include the final grade of the performance rating period ending in December and the final grade of the performance rating period ending in June.

It is agreed and understood that this procedure shall be subject to change if there is a change in the procedures established by the Department of Personnel - City of Chicago.

9-10.3. Interpreter clerks are on duty seven hours each school day exclusive of a 30-minute lunch period. The hours of arrival and departure and lunch time are designated by the principal.

9-11. Instructor Aides.

9-11.1. No instructor aide shall be requested to remain in a school building or other work location after the regular working hours unless security is provided.

9-11.2. Performance ratings for instructor aides shall be distributed to the individual instructor aide at the work location on or before September 30.

Said performance rating shall include the final grade of the performance rating period ending in December and the final grade of the performance rating period ending in June.

It is agreed and understood that this procedure shall be subject to change if there is a change in the procedures established by the Department of Personnel - City of Chicago.

9-11.3. Instructor aides are on duty seven hours each school day exclusive of a 30-minute lunch period. The hours of arrival and departure and lunch time are designated by the principal.

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. Effective January 1974 and thereafter, acting counselors must complete the counselor requirements no later than two years from the date of said acting assignment.

If, at the end of the applicable periods set down above, an acting counselor has not met all counselor requirements, a fully qualified counselor shall be nominated by the principal for appointment to said counselor position.

Effective September 1977 and thereafter, acting counselors shall complete the counselor requirements no later than eighteen calendar months from the date of said acting assignment.

If, at the end of the applicable periods set down above, an acting counselor has not met all counselor requirements, a fully qualified counselor shall be nominated by the principal for appointment to said counselor position.

Effective September 1, 1981 and thereafter, all counselors shall be fully qualified and shall have met all Board of Education requirements for said counseling positions before assignment.

All presently assigned acting counselors shall be permitted to complete the Board of Education requirements in accordance with the above cited provisions of this Agreement.

10-7. Twice annually, the Bureau of Teacher Personnel shall list in the Personnel Bulletin all counselor vacancies.

10-8. At least one counselor from each high school shall attend each Counselor Information Institute conducted by the BOARD and shall communicate the substance of the Institute program to all non-attending counselors in that school.

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 of Examiners.

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 Personnel.

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 - EVENING SCHOOL TEACHERS*

12-1. An evening school teacher shall receive regular pay for Lincoln's Birthday, Washington's Birthday, and memorial Day when such holidays are celebrated on days the teacher would be scheduled to work.

12-2. In order to provide for the security of the students and staff in the school building, the BOARD agrees that it will strive to obtain police protection for each school building to the extent that the police department will accommodate.

* Applies only to Washburne evening school teachers.

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.

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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.

An adult education teacher, appointed by the principal as the advisor for the official school newspaper, shall be programmed for a normal program less one teaching period for four school days prior to each publication date. Said newspaper shall be published at intervals scheduled by the principal.

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 extra-curricular 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 - FAMILY INSTRUCTORS

Not applicable since the BOARD does not presently employ family instructors.

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-librarian.

15-10. One workshop or inservice meeting per school year for teacher-librarians shall be conducted at the area or district level during the regularly scheduled inservice 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 programs.

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 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 aides to distribute and maintain audiovisual equipment in the elementary school library.

15-19. Trained audiovisual 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 to be published in the Chicago Union Teacher once a year.

15-21. On or before December 1, 1983, any regularly appointed high school librarian displaced since September 1, 1979 and serving currently in an elementary school library position, may submit a written request to the Director of the Bureau of Teacher Personnel for a transfer to any true high school library vacancy.

Said transfer requests shall be processed in accordance with the provisions of Article 42-2.1 of this Agreement.

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.

16-9. In each school, physical education teachers shall submit suggestions to the principal by December 20, 1977, for the implementation of the provisions of Title IX.

Subsequent to December 20, 1977, the principal or the principal's designee shall meet with the physical education teachers to discuss said suggestions with a view toward establishing local school procedures to implement Title IX.
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 General Superintendent of Schools 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 Bureau of Teacher Personnel 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, 1968:

(a) A teacher of drafting, industrial arts, or unit shop subjects shall be allowed credit for salary step placement up to and including the sixth 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 General Superintendent of Schools, 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 sixth 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 General Superintendent of Schools.

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

18-2. Effective September 1969, a 30-period teaching week for shop teachers shall be implemented. Shop teachers on an extended-day program shall not have more than 40 teaching periods. Each student's basic shop program in general or technical schools shall consist of 10 periods of instruction weekly for each class consisting of five double periods.

Shop teachers on a regular day program who do not have a division shall have five lunch periods and five self-directed professional periods which shall include conferences and preparation of class work each week. Shop teachers on a regular day program who have a division shall have five lunch periods, five self-directed professional periods, and five conference and preparation periods each week. Shop teachers on an extended day or overtime program who have a division shall have five lunch periods, five self-directed professional periods, and five conference and preparation periods each week.

18-3. EMH pupils shall be assigned to classes especially programmed for them when sufficient numbers are present to provide for this grouping.

18-4. 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.

18-4.1. 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.

18-5. The amount appropriated in the 1989-1990 school year for supplies for PAVE classes shall exceed by $150,000 the full regularly established per pupil appropriation for supplies for practical arts and vocational education
classes. The per pupil allocation of the $150,000 is to be determined by
the assistant superintendent for the department of vocational and career
education program development in consultation with a representative of the
UNION.

18-6. 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.

18-7. Newly assigned teacher coordinators of office occupations and
distributive education shall be regularly certified business education
teachers.

18-7.1. 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 Bureau of Child Study 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 Bureau of Child Study 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 47-
week personnel. Pension contributions and sick leave for all other
employment period classifications shall be based on the 39-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 (39 week) basis. All school psychologists
currently employed on a 12 school-month (47 week) basis or on an 11 school-
month (44 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 39-week personnel beyond 39 weeks shall be considered as summer employment. Pension contributions and sick leave shall be based on a 39-week year.

Employment of 43-week personnel beyond 43 weeks shall be considered as summer employment. Pension contributions and sick leave shall be based on a 39-week 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 Personnel will receive an increment of $160 per month in addition to their basic salary.

Psychologists shall furnish the Bureau of Teacher Personnel 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.

19-4. In November, February and May, the Bureau of Teacher Personnel will supply the UNION with a list of the true vacancies for school psychologists to be published in the Chicago Union Teacher. School psychologists may indicate their desire to transfer to said vacancies. A supernumerary school psychologist shall be eligible to transfer in accordance with the provisions of Article 42-3 of this Agreement.

The final decision as to transfer shall be made by the Associate Superintendent for Special Education and Pupil Support 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.

19-5. Psychologists employed under the 100-day provision for retired teachers working as school psychologists shall be paid at the same rate as provisionally certified psychologists.

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.

Effective September 6, 1976, all newly appointed school social workers and all provisional and temporarily certificated school social workers shall be employed on a 10 school-month (39 week) basis. All school social workers
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 social workers beyond 40 weeks 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 Bureau of Teacher Personnel will supply the UNION with a list of the true vacancies for school social workers to be published in the Chicago Union Teacher. School social workers may indicate their desire to transfer to said vacancies.

The Associate Superintendent for Special Education and Pupil Support Services, the principal, or other appropriate administrator may visit in accordance with the established personnel procedures for transfer visitation and approval.

A supernumerary school social worker shall be eligible to transfer in accordance with the provisions of Article 42-3 of this Agreement.

The final decision as to transfer shall be made by the Associate Superintendent for Special Education and Pupil Support 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.

ARTICLE 21 - SPECIAL EDUCATION TEACHERS

21-1. 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 with the further proviso that a fully trained FTB teacher (one who meets the general and specific requirements for a teaching certificate and meets state requirements for special education) may replace any FTB teacher assigned to a special education class or program who is not fully trained in the area of special education.

21-1.1. 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. 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 Bureau of Teacher Personnel of such termination.
21-1.2. 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 in the area of special education to be published in the Chicago Union Teacher three times a year. Special education positions in the area of EMH, TMH, blind and partially seeing, deaf and hard of hearing, physically handicapped, speech and language impaired, learning disabilities, behavior disordered and emotionally disturbed not filled by a regularly appointed teacher certificated in the above-cited areas shall be considered a vacancy.

21-1.3. 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 in the annual school budget, for the purchase of supplies and materials. All special education teachers shall have access to and shall review the current Education Supplies Catalog.

On or before a specific date to be established by the principal 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 from the current Education Supplies Catalog. It is understood that supply allocations are limited to the funds available.

21-2. Teachers of the Deaf.

21-2.1. Deaf and hard-of-hearing children shall be integrated in all school activities with hearing children if considered feasible by the principal.

21-2.2. One staff member able to communicate with the children shall be designated to remain in the school until any emergencies occurring after the regular school day have been resolved.

21-3. Teachers of EMH-TMH Children.

21-3.1. Pupil placement in an EMH division is made only upon recommendation of a qualified psychologist followed by an authorization of the Department of Special Education.

21-3.2. When availability of teachers and space make it possible, one library period and one physical education period per week shall be provided EMH and TMH pupils.

21-3.3. The amount of money allocated for books and materials for EMH children in the high schools shall be on a per capita rather than a class enrollment formula.

21-3.4. Psychologists, school social workers, school nurses, and/or other district resource personnel designated by the district superintendent shall meet periodically with teachers of TMH and EMH children to discuss matters of professional interest. These meetings shall be held during school hours on the Wednesday morning in-service time or as scheduled by the district superintendent at a location designated by said district superintendent.
21-3.5. New teachers of high school EMH students 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.

21-3.6. A high school EMH or TMH teacher and an elementary school EMH or TMH teacher shall refer a student 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.

21-3.7. A BOARD-UNION committee shall be continued to update the current "Guidelines for Special Education Programs (1977)" to reflect changes in the area of special education and the reorganization of the Department of Pupil Personnel Services and Special Education Program Development. Said committee shall be composed of an equal number of representatives selected by the BOARD and the UNION to represent each of the following special education disciplines:

- Mentally Handicapped (EMH, TMH)
- Learning Disabled
- Behavior Disorder (Includes E.D.)
- Deaf and Hearing Impaired
- Blind and Partially Sighted
- Physically Handicapped
- Speech

Each sub-committee shall have four representatives selected by the UNION and four selected by the BOARD. The UNION representatives shall include where applicable:

- one elementary teacher
- one high school teacher
- one special school teacher
- one district diagnostic teacher

The following district resource staff shall also be represented on sub-committees of their respective specialty:

- Psychologist
- Social Worker
- School Nurse
- Physical Therapist
- Speech Therapist

Each sub-committee shall have up to four representatives selected by the UNION, to provide city-wide representation. Recommendations which receive full and final approval in accordance with established policy and with the provisions of Article 45-1 of the 1981-82 Agreement shall be implemented during the 1981-82 school year.

The BOARD shall distribute a copy of the updated "Guidelines for Special Education Programs" to each full-time teacher assigned to a special education position.
21-3.8. In accordance with the provisions of Article 29-1 of this Agreement the UNION shall have representation on city, district or school level committees established to plan and develop proposals seeking government funding for programs in special education subject areas.

21-4. Social Adjustment Teachers.

Not applicable since the BOARD does not presently employ social adjustment teachers.

21-5. Speech Therapists.

21-5.1. Each semester the Bureau of Teacher Personnel shall make available to speech therapists a list of vacancies to which they may indicate their desire to transfer. The BOARD shall supply the UNION with said list of vacancies to be published in the Chicago Union Teacher three times a year.

A supernumerary speech therapist shall be eligible to transfer in accordance with the provisions of Article 42-3 of this Agreement.

The final decision as to transfer shall be made by the Associate Superintendent for Special Education and Pupil Support 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.

21-5.2. Speech therapists who travel from one school to another during the noon hour shall be allowed 75 minutes including lunch for travel time.

21-5.3. Wherever possible, speech therapists 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.

21-5.4. One city-wide in-service meeting per year for speech therapists to discuss educational, medical and other topics related to speech correction shall be scheduled.

The BOARD shall also conduct one annual staff development workshop for speech therapists.

21-5.5. All new BOARD forms and communications that involve speech therapy shall be designated "Speech and Language Impaired."

21-6. Teachers of the Blind and Partially Sighted.

21-6.1. Consultants and other resource personnel working in the program for the blind and partially sighted shall arrange conferences periodically with the teachers of the blind and partially sighted during the school day at times, if possible, when children are not scheduled for their classroom.

21-6.2. One city-wide in-service meeting per year for teachers of visually impaired students to discuss educational, medical, and other topics related to visually impaired students shall be scheduled.

21-7.1. One city-wide in-service meeting per year for Master teachers teachers assigned to the Behavior Disordered - E.R.A. program to discuss educational, medical and other topics related to the Behavior Disordered- E.R.A. program shall be scheduled.

21-7.2. Teachers assigned to the Behavior Disordered - E.R.A. program shall meet all requirements, including the requirements for financial reimbursement. Teachers not meeting said requirements shall be removed from the position when a fully qualified Behavior Disordered - E.R.A. teacher is available.

21-8. Teachers in Learning Disabilities Programs.

21-8.1. A high school or elementary teacher of a severe learning dis­ ability class shall request a staffing conference and possible re­ examination for a pupil in the teacher's class whenever the teacher believes re-evaluation is necessary. Said request shall be made in strict accordance with established procedures.


21-9.1. The handbook of guidelines and procedures for special education referred to in the 1976-77 Agreement, Article 21, Section 3.7, shall be amended to include a sub-section related to the special education support services of teacher certificated physical therapists when said sub- section has received full and final approval in accordance with Article 45-1 of this Agreement.

21-10. Teachers of Orthopedically Handicapped Children.

21-10.1. One city-wide in-service meeting per year shall be scheduled for all special education classroom teachers of orthopedically handicapped children.

ARTICLE 22 - STADIUM DIRECTORS

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

First year $51.02 per month
Second year and thereafter $76.52 per month

22-2. The working schedule of days and hours for stadium directors shall be determined by the district superintendent 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 Bureau of Teacher Personnel in
writing. Vacancies that continue for a period of more than twenty consecutive school days shall be filled with a full-time-basis substitute teacher (FTB) by the Department of Personnel 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 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 FIB by the Department of Personnel provided the teaching permit area requirements are met.

If a vacancy is filled by a teacher 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 Personnel 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 Bureau of Teacher Personnel 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 Bureau of Employment Eligibility 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 fifth step of the appropriate lane to allow credit for prior service as a full-time day school teacher in the Chicago public schools or in schools outside the Chicago public school system provided, however, that the provisions of 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 Bureau of Teacher Personnel. The Bureau of Teacher Personnel 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 Bureau of Teacher Personnel 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 Bureau of Teacher Personnel 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 Bureau of Teacher Personnel.
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 Bureau of Teacher Personnel.

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 temporarily certified 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 examination as soon as it is offered by the Board of Examiners shall also be eligible for an additional salary adjustment up to and including the sixth step of the appropriate lane provided, however, that they have not had such a salary adjustment at a previous time and that the provisions of Section 4-28 of the Rules of the Board of Education covering salary adjustment are met and an application (Salary Adjustment T. Per. 41) and, if outside time is involved, an affidavit (Affidavit Form T. Per. 42) is filed with the Bureau of Teacher Personnel.

Any full-time-basis (FTB) substitute teacher who has had the above mentioned salary adjustment and who fails to take, fails to complete, or fails to pass the appropriate examination within one year for a regular teaching certificate if offered by the Board of Examiners shall revert to the full-time-basis (FTB) substitute teacher's appropriate step and lane but no higher than step five.

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.

23-5. FTBs may be exchanged, assigned, or reassigned by the Department of Personnel 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, 1989 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 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 1990 summer school session within ten school days after the date summer school assignments are made under the provisions of Articles 24-1.2 and 24-2 of this Agreement.

24-2. Assignments to all summer schools shall be made in the following order: (1) Regularly appointed teachers in their own subject, (2) Regularly certificated teachers in their own subject, (3) Regularly appointed teachers certified in other subjects in which they satisfy Board of Examiners requirements, (4) FTBs, (5) 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 General Superintendent of Schools and a representative of the Deputy Superintendent of Schools for Field Services. 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. In areas where there are more qualified applicants for summer school positions than positions available, preferences shall be given to applicants who have taught fewer than two summer sessions immediately preceding the current summer session.

24-5. Final grades for nongraduates enrolled in one class shall be due Thursday of the final week; final grades for nongraduates enrolled in more than one class shall be due on Wednesday of the final week.

24-6. 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. It is understood that the inventory and accounting of summer school textbooks and materials shall be completed on the last day of summer school.

24-7. 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.
24-8. 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.

24-9. The amount allocated in 1990 for summer school classes for special education children shall exceed the amount allocated in 1970 by the sum of $250,000.

24-10. Teachers holding valid certificates in physical education, issued by the Board of Examiners, shall be given priority in the assignment to fill physical activities positions in the summer school programs and in the summer recreation programs in the social centers if such programs are established.

24-11. If summer school classes are provided for students for whom English is a second language, said classes shall be staffed by trained TESL or bilingual education teachers who were employed in these programs during the regular school year.

24-12. Any school clerk position established in summer programs shall be filled by certified school clerks.

24-13. Summer school positions occurring prior to the tenth day of summer school, as a result of opening of new summer school classes or the failure of a teacher to accept a teaching position for the summer, shall be filled in conformity with the applicable provisions of Article 24 of this Agreement.

24-14. 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 Director of Career Service Personnel.

ARTICLE 25 - TEACHER AIDES

25-1. The BOARD shall employ and maintain 900 teacher aides in elementary schools and 900 teacher aides in high schools. The General Superintendent shall consult and advise the President of the UNION monthly on status and progress.

The teacher aides employed in the elementary school shall be employed to relieve teachers of nonprofessional duties and clerical chores in the schools. Teacher aides employed in the high schools and education and vocational guidance centers shall continue to be employed to give every such teacher, who has a duty period and is teaching a minimum of 20 periods per week, a duty-free period. Teachers so relieved shall use this time for self-directed professional activities, which shall include conferences and the preparation of class work.
25-2. Representation of teacher aides by the UNION shall be subject to the following conditions:

(a) Aides to be represented will be only those employed by the BOARD pursuant to Article 25-1 above.

(b) A separate functional group shall be established for the aides within the UNION.

(c) Assuming selection by aides of the UNION as bargaining representative, a contract separate from that covering teachers will be negotiated for the aides to become effective September 1, 1970, and terminating December 31, 1970. For the period commencing January 1, 1971, the UNION agrees to consider an agreement covering the above aides and all other civil service personnel represented by the UNION and specified in Article 9 of this Agreement, separate from that covering teachers.

25-3. Representation of government-funded teacher aides by the UNION shall be subject to the following conditions:

(a) Government-funded aides to be represented will be those employed by the BOARD in federal and state-funded programs, excluding Model Cities programs.

(b) Such aides as are eligible for representation must express their desires in a secret ballot representation election to be paid for by the UNION.

(c) It is understood and agreed by the parties that no provision of this Agreement or any guidelines concerning the employment of teacher aides shall apply where inconsistent with or in conflict with guidelines established by the BOARD and/or the federal or state agency for any given government-funded program.

25-4. Upon receipt of validated authorization cards from more than fifty percent (50%) of the eligible employees within the school community representative job code classification, the BOARD will agree to conduct a representative election for said job classification. The procedure for conducting said representation election to determine the exclusive bargaining representative for the school community representatives employed by the BOARD shall be in accordance with established BOARD practice. The UNION shall underwrite the complete cost of said representation election.

Upon designation of the UNION as bargaining representative as herein above stipulated the provisions of Articles 1, 2, and 3 of this Agreement shall be applicable, and the BOARD and UNION shall meet and review the present salaries and fringe benefits of said employees.

ARTICLE 26 - SCHOOL NURSES

26-1. Each semester the Bureau of Teacher Personnel shall make available to the school nurses a list of vacancies to which they may indicate
their desire to transfer, but the final decision as to the transfer shall be made by the Associate Superintendent for Special Education and Pupil Support Services, unless the duties of the position are to be performed at a single attendance center, in which case the final decision as to transfer shall be made by the principal of the receiving school.

26-2. A supernumerary school nurse shall be eligible to transfer in accordance with the provisions of Article 42-3 of this Agreement.

The final decision as to transfer shall be made by the Associate Superintendent for Special Education and Pupil Support 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 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 39 weeks 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 aides 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 aide which relate to the health program.

26-5. Each school shall provide a desk, a 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 district or city-wide level. It is understood that district meetings may be on different dates in order to provide appropriate resource personnel, if such resource personnel are needed.
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 September 5, 1989, for the 1989-90 school year, the BOARD shall establish a day-to-day substitute Cadre to which it will select and assign day-to-day substitute teachers for the 1989-90 school year to cover the classes of absent teachers in the elementary schools, middle schools, and education and vocational guidance centers. On all pupil attendance days through November 1, when the number of teachers absent is less than 150 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 750 the remaining Cadre members shall be sent to the schools which the BOARD identifies as having the greatest instructional needs.

The Bureau of Teacher Personnel 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 1989-90 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-to-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.

The number of day-to-day substitutes in the Cadre shall not fall below 150 between September 5, 1989 and November 1, 1989. The number of day-to-day substitutes in the Cadre shall not fall below 750 after November 1, 1989. 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 $76.73 per day during the 1989-90 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. The BOARD agrees to pay the full premium cost of individual health coverage for each day-to-day substitute teacher employed full-time in the Cadre. Effective November 1, 1979, 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. Any and all benefits associated with duty in this substitute Cadre are limited to those enumerated in this Article.

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

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

27-2.1. Teachers shall report their anticipated absence 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.

27-3. The BOARD agrees in principal, 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 cancelled, the principal shall schedule a make-up duty-free professional preparation period as defined in Article 25-1 of this Agreement 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


28-2.1. Effective September 7, 1976, the BOARD agrees to implement the following maximum class size program.

I. Elementary schools, upper grade centers, and vocational guidance centers.
A. Staffing: Effective October 2, 1989;

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

1. The number of classroom teaching positions provided to each elementary school shall be determined as follows:
   a. the total number of intermediate and upper grade students shall be divided by 31 on a whole number basis, i.e., the division shall not be extended to a decimal place. If the division is uneven, then the remaining 14-08 students shall be included in the primary membership;
   b. the total number of primary students shall be divided by 28 extended to one decimal place, and rounded up to the nearest whole number;
   c. the total number of kindergarten students shall be divided by two, extended to one decimal place, and rounded up to the nearest whole number; this number shall 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 shall 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 shall 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 number of students in classes shall be as follows:

   27-29 in kindergarten classes
   27-29 in primary grade classes
   30-32 in intermediate classes and upper grade classes
It is recognized that implementation of these maximums 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 if there is mutual agreement of the principal, the school 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" shall share the curriculum planning, instructional responsibilities, and all other related duties of teachers. Said additional teachers shall 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 may not be used primarily for:

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

3. All schools shall be designated as schools with space available or schools without space available. The UNION, in accordance with the provisions of Article 1-7 of this Agreement, shall receive from the BOARD five periodic reports during the school year which shall 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 shall:

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.
A joint BOARD-UNION committee shall be established in accordance with the provisions of 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 General Superintendent of Schools 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.

The BOARD and the UNION seek a joint solution to reduce maximum class size at the kindergarten and primary levels in overcrowded elementary schools. During the 1989-90 school year, the BOARD agrees to make available to overcrowded elementary schools an amount of funds equal to the cost of reducing class size in those schools by 2 students at the kindergarten level and 2 students at the primary level. These funds shall be placed in the principal's discretionary fund and expended by the principal only after discussion between the Professional Problems Committee and the principal. Said expenditures shall be subject to the approval of the Local School Improvement Council. The funds shall be expended for educational purposes, including but not limited to, the assignment of additional career service personnel such as teacher aides, school community representatives, truant officers or other such support personnel; offering auxiliary and supplemental educational programs and/or additional components to existing programs; and/or ordering and utilizing equipment and facilities to augment the educational program. It is agreed that an "overcrowded school" is one described in the BOARD publication entitled Overcrowded Enrollment in the Chicago Public Schools.

5. The BOARD and UNION seek a joint solution to reduce low reading and math achievement at the kindergarten level and primary level in elementary schools designated by the BOARD's Department of Research and Evaluation as elementary schools with low reading and math achievement. During the 1989-90 school year, the BOARD agrees to make available to such designated elementary schools a total amount of $250,000 to be distributed in equal proportionate amounts among the designated schools. These funds shall be placed in the principal's discretionary fund and expended by the principal only after discussion between the Professional Problems Committee and the principal. Said expenditures shall be subject to the approval of the Local School Improvement Council. The funds shall be expended for educational purposes, including but not limited to, the assignment of additional professional staff; assignment of additional career service personnel such as teacher aides,
school community representatives, truant officers or other such support personnel; offering auxiliary and supplemental educational programs and/or ordering and utilizing equipment and facilities to augment the educational program.

6. The BOARD and the UNION seek a joint solution to reduce maximum class size at the kindergarten and primary levels in 100 elementary schools currently in compliance with class size maximums in effect on August 31, 1987. Said 100 elementary schools shall be identified by the Department of Research and Evaluation as elementary schools with the lowest reading and math scores other than those elementary schools designated by the Department of Research and Evaluation pursuant to Article 28-2.1 (B5).

During the 1989-90 school year, by the fortieth day of the school year, the BOARD agrees to reduce the maximum class size in such designated schools by 2 students at the kindergarten level, by 2 at the first grade level, and by 2 at the 2nd and 3rd grade levels at such designated schools.

During the 1989-90 school year, by the fortieth day of the school year, the reduction by two (2) students from the established maximum class size in kindergarten through third grade levels shall be continued at said designated schools.

7. Additional art or music teachers shall be assigned to elementary schools in the following formula:

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

1.0 position for schools whose enrollment is 751 or more.

II. High School Staffing and Organization*

A. The Maximum number of students in the classes indicated below shall be as follows:

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

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

It is recognized that implementation of these class sizes in specific schools may result in problems relating to individual
class sizes, single section classes, installation of experimental programs, scheduling of special subject classes, and class organization and reorganization. Local school deviations from the class size indicated above may be made if there is mutual agreement of the principal, 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 will not exceed the number of subject classes multiplied by the maximum class size for the given subject indicated.

B. Effective September 7, 1986, the number of students assigned to teachers indicated below shall be determined by multiplying the number indicated next to the subject by the number of classes in the given subject.

<table>
<thead>
<tr>
<th>Subject</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art</td>
<td>31</td>
</tr>
<tr>
<td>General Music</td>
<td>34</td>
</tr>
<tr>
<td>Physical Education</td>
<td>40</td>
</tr>
</tbody>
</table>

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

28-3. 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.

28-4. The class size in special education classes shall be in accordance with guidelines established by the BOARD in "Guidelines for Special Education Programs, 1984" and the Rules and Regulations of the State Board of Education.

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 a regularly 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 a regularly 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 designees shall notify the police in case of serious school-related offenses including, but not limited to, extortion, possession of narcotics, possession of alcohol, arson or attempted arson, serious theft, serious vandalism, false reports of fire or bombs, possession or use of weapons, assault on an employee and reported instances of trespassing. Trespassing is defined as presence without invitation or consent of one in legal possession of the property.
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 district superintendent. 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. The BOARD shall pay, to the carrier that will be selected, full premium cost of individual coverage for each full-time teacher or other bargaining unit member for hospitalization and major medical benefits identical to those benefits provided in the 1967 Agreement. The UNION shall participate with the BOARD Insurance Committee in investigating and evaluating the insurance carrier to be selected by the BOARD.

32-1.1. Effective February 1, 1974, the BOARD shall pay the full premium cost of individual or family plan, whichever is applicable, hospitalization and major medical insurance 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. Payment of individual or family plan, whichever is applicable, premium coverage for regularly appointed members of the teaching force and certified career service members of the bargaining unit shall not exceed 25 school months. Payment of individual or family plan, whichever is applicable, premium coverage for full-time-basis (FTB) temporarily certified teachers shall not exceed five school months unless extended, provided, however, that all individual or family plan, whichever is applicable, premium payments shall terminate at the end of June with the close of school, with the expiration of their temporary teaching certificate.

32-1.1(a). Effective November 1, 1974, the BOARD shall pay the full premium cost of individual or family plan, whichever is applicable, hospitalization and major medical insurance for teachers granted 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.

32-1.1(b). Effective November 1, 1979, the BOARD shall pay the full premium cost of individual or family plan hospitalization and major medical insurance for teachers granted a maternity leave of absence under Board Rule 4-37. Payment of premium shall not exceed five calendar months.

32-1.2. Effective April 1, 1974, the BOARD shall pay the full premium cost of an increased Major Medical Program which would extend Major Medical benefits from a total amount of $10,000 to a total amount of $25,000 for hospital charges, and from a total amount of $10,000 to a total amount of $25,000 for professional fees.

Effective October 1, 1974, the BOARD shall pay the full premium cost of an increased Major Medical Program which would extend Major Medical benefits from a total amount of $25,000 to a total amount of $40,000 for hospital charges, and from a total amount of $25,000 to a total amount of $40,000 for professional fees.

Effective December 1, 1984, the BOARD shall pay the full premium cost of an increased Major Medical Program which would extend Major Medical benefits from a total of $40,000 to a total of $100,000 for hospital charges and from a total amount of $40,000 to a total of $100,000 for professional fees.
Effective September 1, 1987, the BOARD shall pay the full premium cost of an increased Major Medical Program which would extend Major Medical benefits from a total of $100,000 to a total of $200,000 for hospital charges and from a total amount of $100,000 to a total of $200,000 for professional fees.

Effective October 1, 1975, the BOARD shall pay the full premium cost of an increased hospitalization plan which would extend hospital stay from a total of 120 days to a total of 365 days.

Effective November 1, 1979, the Blue Shield program and the Major Medical benefits 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.

32-2. Effective April 1, 1970, the BOARD shall pay 50 percent of the full premium cost of group family coverage under each of the above policies for each full-time teacher or other bargaining unit member, which policies the BOARD shall continue to make available. Effective April 1, 1971, the BOARD shall pay 100 percent of the group family coverage under each of the above policies for each full-time teacher or other bargaining unit member, which policies the BOARD shall continue to make available.

32-3. The BOARD has appropriated funds and will provide $2,000 group life insurance for each member of the bargaining unit, including 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. Payment of premiums for bargaining unit members on such leaves shall not exceed 25 school months. The amount of coverage was determined by the limitations of the appropriation.

32-3.1. Effective April 1, 1974, the BOARD will provide group life insurance in the amount of $2,500 for each member of the bargaining unit, including 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. Payment of premium for bargaining unit members on such leave shall not exceed 25 school months.

Effective October 1, 1981, the above-cited insurance coverage shall include teachers granted a leave under the provisions of Board Rule 4-34 and teachers granted a maternity leave of absence under the provisions of Board Rule 4-37. Payment of premiums shall not exceed five calendar months.

32-4. Effective February 1, 1974, the BOARD, within the limits of full premium cost of medical insurance provided in this article, shall provide an alternate health program of medical prepaid group practice, individual or family plan, whichever is applicable, for each full-time teacher or other bargaining unit member. Each eligible employee may choose to be covered
either by medical insurance provided in this article or by medical prepaid
group practice, but shall not be entitled to coverage under both plans.
Eligible employees who enroll in the medical prepaid group practice plan
must remain in the program for a minimum of 12 consecutive months from the
effective date of their membership in this plan.

32-4.1. Effective February 1, 1974, the BOARD shall pay the above-
described full premium cost of individual or family plan, whichever is
applicable, for medical prepaid group practice plan 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. Payment of
such costs of individual or family plan, whichever is applicable, for
medical prepaid group practice for regularly appointed members of the
teaching force and certified career service members of the bargaining unit
shall not exceed 25 school months. Payment of such costs of individual or
family plan, whichever is applicable, for medical prepaid group practice for
full-time basis (FTB) temporarily certified teachers under Board Rule 4-33
shall not exceed five school months unless extended, provided, however, that
all individual or family plans, whichever are applicable, premium payments
terminate at the end of June with the close of school with the expiration of
their temporary teaching certificates.

32-4.1(a). Effective November 1, 1975, the BOARD shall pay the full premium
cost of individual or family premium, whichever is applicable, for medical
prepaid group practice plans 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.

32-4.1(b). Effective November 1, 1979, the BOARD shall pay the full premium
cost of individual or family premium for a medical prepaid group practice
plan for teachers granted a maternity leave under the provisions of Board
Rule 4-37. Payment of premiums shall not exceed five calendar months.

32-5. Effective January 1, 1976, the BOARD shall provide, through their
health carrier, the payment for all medical treatment arising out of job-
related accidents or injuries covered under the Illinois Workmen's
Compensation Act and Occupational Disease Act.

32-6. Effective November 1, 1979, the BOARD shall pay, under the
individual and family plan, the full premium cost of hospitalization
coverage which would decrease the maternity waiting period from 240 days to
0 days.

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.

32-8. The UNION agrees to insure that the total costs of the BOARD for
individual and family Basic Health Programs, Alternate Health Programs of
Medical Prepaid Group Practices (HMOs), and individual Dental insurances for
the 1983-84 fiscal year shall not exceed eighty million dollars
($80,000,000) and that the costs to the BOARD shall not increase more than
ten percent (10%) in each subsequent fiscal year.
32-9. The BOARD and the UNION agree that the BOARD shall implement a precertification and counseling program for employees and their covered dependents which requires contacting the precertification and counseling program prior to any non-emergency hospital admission. There shall be a $300.00 reduction in eligible hospital benefits if the employee and/or dependent does not contact the program before the hospital admission.

The BOARD further agrees to implement this program as soon as said procedures are finalized, but no later than 60 days after the execution of this Agreement.

32-10. The BOARD and the UNION agree that the BOARD shall implement a preferred provider alternative plan in addition to the existing health maintenance organizations' plan alternative and the basic health plan. The $200.00 in-patient hospital deductible and the 10% co-payment requirements of the basic health plan shall be waived if the employee uses the preferred provider alternative plan. The in-patient deductible and co-payment shall be established as part of basic health plan with the initiation of the preferred provider plan. There shall be a $1,000.00 limitation on out-of-pocket in-patient hospital charges for an individual plan and a $2,000.00 limitation on out-of-pocket in-patient hospital charges for a family plan. The out-of-pocket limitations shall be calculated on a 12-month calendar year basis.

The BOARD further agrees to implement the preferred provider plan as soon as feasible, but no later than June 1, 1985.

ARTICLE 33 - LEAVES OF ABSENCE

33-1.1. In case of absence exceeding 10 consecutive school days due to personal illness, a full-time-basis (FTB) temporarily certified teacher 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 temporarily certified teachers shall expire at the end of June with the close of the school term with the expiration of their temporary certificates.

33-1.2. In the event that a full-time-basis (FTB) temporarily certified teacher receives another certificate, temporary or regular, through the Board of Examiners for the ensuing school year, said full-time-basis (FTB) substitute 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 full-time-basis (FTB) temporarily certified teacher by a regularly certified teacher or by another temporarily certified teacher in the position occupied by said full-time-basis (FTB) substitute 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 full-time-basis (FTB) temporarily certified teacher 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 regularly 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, child, brother or sister, 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 a regularly 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 General Superintendent 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 General Superintendent 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 commencement exercises 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, number 10 size, stamped envelope. The Department of Personnel 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 Personnel.

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 Personnel in an annual personnel bulletin.

33-6. A maternity 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, successive maternity leaves shall not exceed eight years. The teacher's position shall be held open during the first consecutive ten school months of the maternity leave or to the end of the semester immediately following said ten months upon the
written request of the teacher for such an extension. Upon the expiration of such period of time, if the teacher thereafter remains on maternity leave, the teacher's position shall be declared vacant, provided, however, that upon reporting for duty at the expiration of maternity leave, the teacher then shall be eligible for immediate assignment to a vacant position pursuant to the procedures of Article 42-3 of this Agreement. The teacher shall be placed at the top of the transfer list to return to the teacher's former school if he desires.

A teacher whose maternity leave expires after the first week of a school term or mid-term may have said leave extended, to the first day of the following semester, provided said teacher applies in writing for this extension at least two weeks before the present leave expires.

33-6.1. **Paternity Leave.**

(a) Effective January 1, 1974, a member of the teaching force whose legal spouse gives birth to an offspring may request paternity leave.

(b) In case of absence exceeding 10 consecutive school days due to the birth of an offspring, a male teacher may apply for and secure paternity leave by filing a written application therefor. The General Superintendent of Schools shall have authority, subject to the approval of the Board of Education, to grant paternity leave. A paternity 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 paternity leaves shall not exceed eight years. The teacher's position shall be held open during the first period of ten successive school months of paternity 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 paternity leave, the teacher shall be eligible for immediate assignment to a vacant position pursuant to the procedures of Article 42-3 of this Agreement. The teacher shall be placed at the top of the transfer list to return to the teacher's former school if the teacher so desires. Paternity leave may be terminated before the expiration of ten successive school months upon the written request of the teacher.

(c) If a married male teacher accepts for adoption a child less than five years old, then such teacher shall be eligible for paternity leave pursuant to this article under the same terms and conditions as in the case of a natural born child. If the child is released and adoption not completed, then leave must be terminated within five school days from the date of release.

(d) If a single male teacher accepts for adoption a child less than five years old, then such teacher shall be eligible for paternity leave pursuant to paragraph (c), Sec. 4-37 of the Rules of the Board of Education.
(e) A teacher whose paternity leave expires after the first week of a school term or mid-term may have said leave extended, to the first day of the following semester, provided said teacher applies in writing for this extension at least two weeks before the present leave expires.

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 maternity 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 paternity leave if they accept for adoption a child less than five years of age.

33-6.3. A teacher on maternity or paternity 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 and temporary career service employees assigned to a school) 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-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 September 1, 1987, the number of unused sick leave days permitted to accumulate to the credit of a teacher or other bargaining unit member shall be 244. The total number of unused sick 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-day 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. Regularly appointed teachers and regularly certified career service members of the bargaining unit who are on a personal illness leave due to an injury which is covered by the Worker's 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 regularly appointed teacher shall apply for and secure a personal illness leave of absence pursuant to the provisions of Section 4-33 of the Rules of the Board of Education. 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. 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 pursuant to the procedures of Article 42-3 of this Agreement. The teacher shall be placed at the top of the transfer list to return to the teacher's former school if the teacher so desires.

A teacher whose personal illness leave expires after the first week of a school term or mid-term, may have said leave extended to the first day of the following semester, provided said teacher applies in writing for this extension at least two weeks before the present leave expires.

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 Bureau of Teacher Personnel 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 reemployment, 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 a career service member of the bargaining unit originating outside the Chicago public school system shall be filed by the Bureau of Career Service Personnel, provided further, that any official report or statement originating within the Chicago public school system may be filed by the Bureau of Career Service Personnel only if the employee is sent a dated copy thereof at the same time. The career service bargaining unit member may respond and such response shall be attached to the filed copy.

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34-5. No material shall be used in any formal action against any bargaining unit member, when summoned to a conference in the Department of Personnel, which has not been disclosed to the bargaining unit member in advance of said conference. It is further understood that 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. Teacher's or other members of the bargaining unit summoned to the Office of the Assistant Superintendent for Personnel or the Assistant Superintendent's 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 special notice procedures shall be negotiated, if necessary.
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 Bureau of Teacher Personnel shall acknowledge promptly in writing the receipt of each application, except for summer schools, provided that applicants furnish a stamped, self-addressed, #10 size envelope.

35-4. Applicants for promotional opportunities who are interviewed by an Interview Committee shall furnish the Interview Committee with a stamped, self-addressed, #10 size envelope which shall be used by the Department of Personnel 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 a 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 September 1, 1985 and thereafter, the UNION agrees that at least 50% of the 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 1. These applications shall be distributed on or about May 1. Teachers not requesting a return to the 39-week pay schedule will automatically remain in the 52-week payment program.

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. The UNION shall place this information in the June issue of the Chicago Union Teacher.

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 within the Chicago public schools.

A joint BOARD-UNION committee shall be established to hear and decide appeals only on the basis of hardship in the case of teachers placed involuntarily in the 52-week payment program.

36-2. The annual salaries of all career service employees in the bargaining unit and the prorated monthly segments thereof are set forth in the career service 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 certified career service members of the bargaining unit 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. Certified career service members of the bargaining unit 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 certified career service members of the bargaining unit elect to apply for the aforesaid change in payroll status, the UNION agrees that the number of certified career service members of the bargaining unit necessary to reach 50% shall be placed in the 52-week payment program. Said certified career service members of the bargaining unit shall be those members with the least amount of continuous service within their career service job title classification within the Chicago public schools.
Effective September 1, 1985 and thereafter, the UNION agrees that at least 50% of the certified career service members of the bargaining unit 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. Certified career service members of the bargaining unit 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. Career Service members of the bargaining unit not requesting a return to the 39-week pay schedule will automatically remain in the 52-week payment program.

On June 10, the BOARD shall inform the UNION of the estimated date of appointment for career service members of the bargaining unit 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 then 50% of the certified career service members of the bargaining unit elect to apply for the aforesaid change in payroll status, the UNION agrees that the number of certified career service members of the bargaining unit necessary to reach 50% shall be placed in the 52-week payment program. Said certified career service members of the bargaining unit shall be those members with the least amount of continuous service within their career service job title classification within the Chicago public schools.

A joint BOARD-UNION committee shall be established to hear and decide appeals only on the basis of hardship in the case of certified career service members of the bargaining unit placed involuntarily in the 52-week payment program.

36-3. In accordance with the provisions of the School Code of Illinois, salary schedules and compensatory remuneration provisions in the 1989-90 Agreement shall be subject to the terms, provisions and conditions of the appropriations therefor contained in the fiscal 1989-90 annual and supplemental school budgets for the school year 1989-90.

36-3.1. The BOARD shall pick up for each teacher and career service employee in 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, A5, A7, A8, A15, A16, A17, A18, A18-1, A21, A22, and A23) of this Agreement (and not from any other remuneration paid pursuant to the terms of this Agreement) for the Public School Teachers' Pension and Retirement Fund 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 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 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 1990.

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

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 the Department of Personnel.

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 the Department of Personnel.

C. Salary lane placement adjustments for Lane II (master's degree) and Lane IV (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 the Department of Personnel.

D. Salary lane placement adjustments for Lane III (36 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 36 hours beyond the Master's degree are received in the Department of Personnel.

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

36-5.1. The Bureau of Teacher Personnel shall acknowledge, in writing, the receipt of each claim within 25 days and shall note any deficiency in said claim.

At the time claim is made, the teacher shall furnish the Bureau of Teacher Personnel with a stamped, self-addressed envelope.

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

ARTICLE 37 - UNUSED SICK PAY

37-1. Teachers compulsorily retired on reaching their sixty-fifth birthday during the 1967-68 school year or retired at any time between
September 1967 and August 31, 1968, because of disability under the provisions of the Chicago Public School Teachers Pension and Retirement Fund Act, shall receive pay equivalent to one-third of their accumulated sick days. Teachers compulsorily retired upon reaching their sixty-fifth birthday during the 1968-69 school year or thereafter, or who retire on September 1, 1968, or thereafter, because of disability under the provisions of the Chicago Public School Teachers Pension and Retirement Fund Act, shall receive pay equivalent to one-half of their accumulated sick days.

Effective January 1, 1974, teachers who are compulsorily retired on reaching their sixty-fifth birthday shall receive unused sick days pay equivalent to 50% of their accumulated sick days.

Effective January 1, 1974, teachers who retire after 35 years of service shall receive unused sick days pay equivalent to 50% of their accumulated sick days.

Teachers entitled to pay hereunder and who are reemployed as emeritus teachers, after compulsory retirement, shall not be entitled to any other credit for sick days accumulated prior to their retirement and said accumulated sick days shall be cancelled.

All other members of the bargaining unit 65 years of age or over who elected to terminate their employment with the BOARD between September 1967 and August 31, 1968, shall receive pay equivalent to one third of their accumulated sick days. All of said other members of the bargaining unit 65 years of age or over who elect to terminate their employment with the BOARD on September 1, 1968, or thereafter, shall receive pay equivalent to one-half of their accumulated sick days.

Effective January 1, 1974, all other members of the bargaining unit who elect to retire after 35 years of service or who are compulsorily retired on January 1, 1974, or thereafter, shall receive unused sick days pay equivalent to 50% of their accumulated sick days.

Effective January 1, 1986, teachers or other members of the bargaining unit with 20 to 34 years of service who elect to retire after reaching their 60th birthday and who have 60 or more unused sick days accumulated shall receive unused sick days pay equivalent to 50% of their accumulated sick days.

37-2. Effective September 5, 1974, teachers or other members of the bargaining unit whose 65th birthday occurs after regular school closes in June but before it reopens in September may be considered compulsorily retired if otherwise qualified when school closes in June for purposes of their electing to receive that portion of unused sick pay to which they may be entitled under the provisions of Article 37-1 of this Agreement.

37-3. Effective October 1, 1974, 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 50% 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.
ARTICLE 38 - TEACHER ASSIGNMENT PROCEDURE

38-1. The Bureau of Teacher Personnel shall continue to appoint teachers from the appropriate eligible list with the proviso that until February 5, 1990, true vacancies which require an additional endorsement shall be filled by the appointment of teachers presently on the applicable eligible lists who have the appropriate endorsement from the Department of Personnel. Said appointments shall be made so that they will assure that the racial composition, 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 Bureau of Employee Relations.

38-1.1. Assignment of teachers to adult education centers shall follow the procedures in Article 38-1 of this Agreement except that teachers with prior satisfactory full-time adult education teaching experience of at least one full school year be given preference in assignment to such centers 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 Bureau of Teacher Personnel shall post and maintain current eligibility lists of teachers by permit who have been permitted and are awaiting original appointment to a true vacancy.

38-5. Effective November 1, 1977, when substitute teachers are to be released due to the closing of divisions, appointment, reappointment, transfer, or return from a leave of a regularly appointed teacher to the school, the Department of Personnel shall utilize the following procedures:

1. Day-to-day substitutes shall be released before any full-time-basis (FTB) substitute 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. Effective September 1 through the end of the first marking period, when full-time-basis (FTB) substitute teachers 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 shall be released by the Department of Personnel from a school on the basis of and consistent with their area of certification.

b. FTB teachers so released shall be reassigned by the Department of Personnel to any vacancy in which their assignments would assure that the racial composition, and where possible, the experience, and educational training of the schools would more nearly approach the system-wide proportions.

c. On the basis of an annual census of all FTB teachers, an FTB teacher to be released shall be compared on the basis of the following criteria with all FTB teachers assigned to a vacancy to identify the FTB teacher to be returned to day-to-day substitute status.

An FTB teacher released from a school will not be reassigned to a vacancy temporarily filled by another FTB substitute teacher unless by comparison with the incumbent FTB substitute teacher the released teacher possesses:

(1) the same required area of certification;

(2) a regular certificate and the incumbent FTB teacher does not hold such a regular certificate; if both teachers hold the same certificate, then (3) and (4) below, shall apply;

(3) more years experience as a full-time-basis substitute teacher and, where applicable, as a full-time regularly appointed teacher in the Chicago public schools;

(4) where years of experience are equal, higher efficiency ratings as a full-time-basis (FTB) substitute teacher;

3. Effective the beginning day of the second marking period through the end of the first semester when FTB substitute teachers are released due to the closing of divisions, appointment, reappointment, transfer or return from a leave of regularly appointed teachers to the school, the Department of Personnel shall utilize the following procedures:

a. FTB teachers shall be released by the Department of Personnel from a school on the basis of their experience level as a full-time-basis substitute teacher, and, where applicable as a full-time regularly appointed teacher in the Chicago public schools, consistent with their area of certification and consistent with the compliance goals for faculty desegregation outlined in the Consent Decree entered and approved by the United States District Court.
b. FTB teachers so released shall be reassigned by the Department of Personnel to any vacancy in which their assignments would assure that the racial composition, and where possible, the experience, and educational training of the schools would more nearly approach the system-wide proportions.

c. If the Department of Personnel is unable to reassign the FTB teacher in accordance with paragraph b., said FTB teacher's name shall be placed on the Displaced FTB list in experience-level order.

4. From the beginning day of the second semester to the end of the third marking period, the Department of Personnel shall reassign FTB teachers in accordance with the provisions of paragraphs 2a., 2b., and 2c. of Article 38-5. From the beginning day of the fourth marking period through the final day of the school year, the provisions of paragraphs 3a., 3b., and 3c. shall be followed.

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, 1989, to enhance and maintain the goals of the Plan provided that said teacher has not had a prior review within the past twelve months.

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 38th week of the school year except in schools which operate on 43 week, 45 week, 47 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.

39-2. Regularly certificated teachers on tenure shall be graded only once yearly except for those who are unsatisfactory.

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 three-year 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.

39-4.1. 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 three copies of the E-1 notice to the district superintendent, one for the district superintendent's file, one to be forwarded to the field assistant superintendent, 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 district superintendent 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 General Superintendent of Schools 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 teacher, the following procedures 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 services.

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 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 Personnel 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.


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.

39-5.2. Reduction to Satisfactory. Whenever, in the opinion of the principal, it appears that the efficiency grade of a probationary 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.


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.


39-7.1. 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 applications for placement on the consulting teacher roster to the Director of Teacher Personnel, with a copy to the appropriate district superintendent and the President of the UNION, by June 1 of the preceding school year. The UNION shall submit to the appropriate district superintendent prior to October 1 of each school 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. Quarterly Evaluations. During the remediation period, the teacher under remediation shall receive quarterly evaluations (each 45 days) and ratings from the principal. The quarterly 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 quarterly evaluations and shall not evaluate the performance of the teacher under remediation. If after any such quarterly 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.

After the initial 45-day remediation period, the principal, in consultation with the consulting teacher, shall determine if sufficient improvement in teaching performance has taken place to justify continuation of the remediation process. If sufficient improvement has not taken place, Article 39-7.7 of this Agreement shall govern.

If the principal, in consultation with the consulting teacher, determines (based on the teacher’s progress) that the teacher may be remediable, the principal may extend the remediation for another 45-days (quarter). Such additional remediation shall create no presumption of remediability. The principal, in consultation with the consulting teacher, shall determine whether that remediation shall be in the classroom or in some other location. Following this additional process of remediation, the teacher shall receive another quarterly evaluation in accordance with Articles 39-7.4 and 39-7.5 of this Agreement.

At the conclusion of the second quarter of remediation, if any, the same process described above for the conclusion of the first period of remediation shall occur and the teacher shall be subject to Article 39-7.7 of this Agreement or, at the discretion of the principal, the remediation shall be continued for another additional quarter (45 days).
At the conclusion of the third quarter of remediation, if any, the same process described above for the conclusion of the first period of remediation shall occur and the teacher shall be subject to Article 39-7.7 of this Agreement, or, at the discretion of the principal, the remediation shall be continued for another quarter (45 days).

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 Chapter 122, Section 24A-5 of the Illinois Revised Statutes.

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.

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, except that in the high schools a tentative teaching program shall be presented at least five days prior to the end of the school year.

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 continue to participate in one open house during each school year, whether held during or after school hours.

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, 1990, when assignments are made for September 1, 1990, 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 supernumerary 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 Bureau of Teacher Personnel shall make available in December and June a list of all vacancies in each school occupied by substitute teachers, including those on a full-time basis, stating the grade level and/or specific subject area.

A supernumerary teacher is one whose service is no longer required in a particular school because of a decrease in membership or a change in subject requirements within the school organization. Supernumerary status of a teacher is determined only by the length of continuous service in Chicago public schools on the regularly appointed teaching permit level, and not by length of service in the school in which the supernumerary position occurs. Service previous to a resignation is not considered.

Upon being declared supernumerary, the Bureau of Teacher Personnel shall immediately provide the supernumerary teacher with a list of all vacant positions for which he or she is qualified and where he or she further enhances or maintains the achievement of the goals of the Plan to Implement the Provisions of Title VI of the Civil Rights Act of 1964, and which as a result of his or her selection will assure that the racial composition, experience, and educational training of the schools selected will more nearly approach the system-wide proportions.

Within ten working days from receipt of notification of being declared supernumerary, a supernumerary teacher shall make written application to at least three vacant positions from the list provided by the Bureau of Teacher Personnel. The applications shall be made to the principals and a copy of each shall be provided by the teacher to the Bureau of Teacher Personnel.

The supernumerary teacher shall be interviewed by the principals to whom they submitted written applications.

When a principal makes a written recommendation to the Bureau of Teacher Personnel for selection to a specific position, the supernumerary teacher shall be transferred to said vacant position.

If no vacancy exists in the supernumerary teacher's permit area or if a supernumerary teacher receives written rejections by three principals, the BOARD shall assign the supernumerary teacher to a full-time teaching position according to the permit area and in compliance with the provisions of the Plan to Implement the Provisions of Title VI of the Civil Rights Act of 1964. Copies of all written rejections shall be submitted by the principals to the Bureau of Teacher Personnel. The supernumerary teacher shall be required to make written application for assignment to a true vacancy for which he or she is qualified and enhances the racial, experiential, and educational composition, prior to the end of the school year for the next school year and shall follow the same process as set forth in this Article.
A supernumerary teacher shall have the first right to return to his or her original school provided said teacher makes application at the time of the supernumerary conference and said return is approved by the principal, with the further proviso that said return shall assure that the racial composition, experience, and educational training of the original school faculty will more nearly approach the system-wide proportions.

42-4. Effective September 5, 1983 whenever the BOARD designates or redesignates, 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 supernumerary 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.

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.

Regularly appointed teachers and permanently certified career service 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 full-time basis (FTB) substitute teachers and provisionally certified career service employees 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 by proxy, provided however, that said full-time basis (FTB) substitute teacher or provisionally certified career service employee has returned to his or her work assignment following the vacation period prior to the date the checks are issued.

Eligible full-time basis (FTB) substitute teachers 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 Department of Employee Relations within 90 days after the vacation period ends.

Eligible full-time basis (FTB) substitute teachers and eligible full-time provisionally certified career service 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.

Eligible teachers or other bargaining unit members who resign or retire after completing twenty years of service, shall be granted all earned vacation pay provided written application for vacation pay is made to the Department of Employee Relations. The full burden of responsibility for filing written application for vacation pay shall rest with the teacher or other bargaining unit member.

Vacation pay shall be computed on the basis of the following formula:
a. Christmas recess pay for 1989 shall be computed from the number of days an employee was on the payroll from May 1, 1989 through November 24, 1989, according to the following formula:

<table>
<thead>
<tr>
<th>Days</th>
<th>Vacation Pay</th>
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<tbody>
<tr>
<td>1 - 10 days</td>
<td>0 days</td>
</tr>
<tr>
<td>11 - 20 days</td>
<td>1 day</td>
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<tr>
<td>21 - 40 days</td>
<td>2 days</td>
</tr>
<tr>
<td>41 - 60 days</td>
<td>3 days</td>
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<tr>
<td>61 - 80 days</td>
<td>4 days</td>
</tr>
<tr>
<td>81 days or more</td>
<td>5 days</td>
</tr>
</tbody>
</table>

Spring vacation pay for 1990 shall be computed from November 27, 1989 through April 20, 1990, 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, full-time-basis (FTB) substitute teachers and regularly 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 full-time-basis (FTB) substitute teacher or regularly 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, certified career service employees 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 the maximum number of days allowed under the formula stated in Article 43-1, provided that such otherwise eligible career service employee 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 certified career service employees shall make written application for vacation pay to the Department of Employee Relations within ninety days after said vacation period. Said application shall be reviewed in accordance with established policy and the provisions of Article 43 of this Agreement. Vacation pay shall be paid to eligible applicants at the rate of pay the teacher or career service employee 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.

The full burden of responsibility for filing written application with the Department of Employee Relations requesting this vacation pay shall rest with the teacher or career service employee.

**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 inservice 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 $4,990.00 of the cost to be paid by the BOARD. 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 Department of Employee Relations a list by unit number of all parcels delivered to the Bureau of Supplies Management and Distribution, located at 1819 West Pershing Road, Chicago, Illinois. Two thousand copies of said Agreement shall be delivered to the Office of Employee Relations.

44-8. Subject to the credit below, teachers or other bargaining unit members whose absences result from 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.

44-10. 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 Labor Day 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.

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44-18. The first school day for students following orientation day shall be a half-day for students. For all teachers and all other bargaining unit members this shall be a full day for the purpose of preparing and organizing for the opening of school.

44-19. As staff and funds can be made available, the audiovisual department shall label plainly film 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 Article 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. A. The BOARD agrees to recommend that the Board of Examiners substitute three years of satisfactory teaching service as an FTB teacher or FTB family instructor in the Chicago public schools for the written and oral examinations for regular certification for all presently employed FTB teachers and FTB family instructors effective on or before November 30, 1969. Such satisfactory teaching service must have occurred immediately prior to the application date for regular certification.

B. The BOARD agrees to recommend the consideration of the following changes in certification procedures to the Board of Examiners to take place as soon as possible.

1) Conduct interviews or examinations before issuing temporary certificates.

2) Review procedures with the view to eliminating the oral examination for permanent certification.

3) Allow points on written examinations for substitute work in Chicago public schools and for military service.

4) Permit former fully certificated teachers employed by the BOARD to validate certificates in some manner.

5) Eliminate the library science course for high school English certificate.
(6) Allow applicants to take the National Teachers Examinations for high school certificates in all subjects for which these examinations are written.

(7) Counsel applicants who fail the written examination.

(8) Remove the restriction on the number of times an applicant may fail examinations.

(9) Schedule certification examinations for family instructors more frequently.

C. The Board of Education agrees to recommend to the Board of Examiners that, in lieu of written and oral examinations, satisfactory employment with the Chicago Board of Education as a full-time-basis temporary teacher (FTB) as of September 6, 1977, for three years of service between September 3, 1962 and May 31, 1981 will be accepted. Full-time-basis temporary teachers employed subsequent to January 1, 1974 must teach in the area of the certificate sought for at least one school year to be eligible to apply for certification under this procedure.

The applicant's last three years of service as a full-time-basis temporary teacher must have been rated satisfactory or better.

Full-time-basis (FTB) teachers absent on September 6, 1977, for sickness or maternity reasons who return to service before May 31, 1978, shall be eligible, provided such full-time-basis (FTB) teacher has returned to service within one year from the beginning of such absence.

For the purposes of this section, a year of service is defined as a minimum of 170 days for that school year.

For the previously regularly assigned teacher, three years of satisfactory experience during this same period will also be accepted in lieu of written and oral examinations.

The provisions of this recommendation apply only to those applicants who do not presently hold a regular teaching certificate.

The area of certification shall be based on meeting full subject and other requirements as listed in the Circular of Information.

The Board of Education further agrees to recommend to the Board of Examiners that this method of certification shall be terminated effective May 31, 1981.

D. The UNION agrees to publish this notice of termination in the Chicago Union Teacher at least twice annually until 1981.

E. The BOARD agrees to recommend to the Board of Examiners that a procedure be established to provide a TESL endorsement for regularly certified teachers.
F. The BOARD agrees to recommend to the Board of Examiners that:

(1) All regular certificates may be extended through credits earned at an accredited college or university or through Chicago Board of Education sponsored courses subsequent to the awarding of the certificate but prior to an offer of appointment. Credits must be submitted prior to the expiration of the certificate and must be approved in advance by the Board of Examiners. Courses in the elementary school must be in the field of education. Courses in the high school or trade school must be in the major field. Courses in methods of teaching reading are acceptable for all certificates. Each semester hour credit shall give an extension of four calendar months. No certificate shall be extended for more than one year beyond the date on which the holder is offered an appointment.

(2) Satisfactory or better service as a full-time-basis (FTB) substitute teacher in the area of the regular certificate held will extend the validity of the certificate during the length of service as FTB.

(3) In case of termination of FTB status subsequent to the award of the regular certificate and after having served under the certificate for at least one year, the certificate shall remain valid for three years and four months from the termination date.

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 and records that are not on the approved list.

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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 holiday provided they work 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 the day after the holiday.

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 39 weeks shall receive their annual salary (including vacation pay) prorated over 41 weeks (39 school weeks and two weeks of vacation). Employees scheduled for 47 weeks shall receive their annual salary (including vacation pay) prorated over 49 weeks (47 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

44-31.1. Restoration of Instruction Days.

I. 39-week employees.

The BOARD shall restore 15 school days be operating the regular school programs for 15 makeup days in the 1987-88 school year only. Said makeup days shall be scheduled as follows:

December 21, 22, and 23, 1987
February 12 and February 15, 1988
April 25, 26, 27, 28, and 29, 1988
June 25, 27, 28, 29, and 30, 1988

February 12 and June 25, 1988 will be teacher institute days.
II. 47-week employees.

The BOARD shall restore 15 school days by operating the regular school programs for 15 makeup days in the 1987-88 school year only. Said makeup days shall be scheduled as follows:

- December 21, 22, and 23, 1987
- February 12 and February 15, 1988
- April 25, 26, 27, 28, and 29, 1988
- August 22, 23, 24, 25, and 26, 1988

February 12 and August 25, 1988 will be teacher institute days.

III. 52-week employees.

The BOARD shall pay 52-week employees who are members of the bargaining unit for 15 makeup days. Said service and makeup days shall take place during the employees' 1987-88 vacation weeks. Said employees shall be paid 15 days regular salary in addition to their vacation pay, for this school year only.

44-32. In elementary schools, education and vocational guidance centers, middle schools and high schools, the BOARD shall appropriate additional funds in the educational fund appropriations for instructional supplies of $28.00 per classroom teacher which shall be allocated by the principal to individual classroom teachers for the purchase of instructional supplies for classroom use which are not available in the school, 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 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 210-000-7998-5320 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 Personnel through the office of the school or work location.

44-35. Prior to December 1, 1987, three designated representatives of the General Superintendent of Schools and three designated representative of the President of the Union shall meet to further discuss and finalize recommendations concerning unresolved issues relative to the recruitment of interns, compensation for interns and mentor teachers, and evaluation of the pilot program. Said recommendations shall be forwarded to the General Superintendent of Schools for review.

If said recommendations are accepted by the General Superintendent of Schools, a pilot program shall be implemented in three high schools, effective February 1, 1988.

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. Vision and hearing testers shall be scheduled during the month of September to test new students enrolling in the Education and Vocational Guidance Centers.

A teacher in the EVGC shall confer with the principal and the school nurse whenever said teacher is of the opinion that a student may be in need of a physical examination or there appears to be a physical problem which may impair the efficiency of the student.

44-39. In the Education and Vocational Guidance Centers the principal and teachers shall develop a minimum of three in-service meetings to be held during the regularly scheduled in-service meeting periods. Said meetings shall be concerned with the areas of learning disabilities, adolescent psychology, human relations, cultural factors involved in learning and innovative techniques in teaching over age underachievers.

44-40. Reading Center Laboratory Teachers. There shall be consultation between the school reading center laboratory teacher and the school principal in selecting students for participation in the school reading center laboratory and for discontinuing the student's participation.

In connection with the above consultations, the school reading center teacher shall submit written student progress reports to the principal.

44-41. A joint BOARD-UNION committee shall continue under the provisions of Articles 45-1 and 45-1.1 to review the guidelines and regulations of Title IX of the Education Amendments of 1972.
44-42. Regular school hours for teachers in middle schools shall be from 8:30 a.m. to 3:15 p.m. with a continuous duty-free lunch period of 45 minutes except that if the regular lunch period is shortened the teachers' day shall be shortened an equal number of minutes. Where the duty-free lunch period presents an administrative problem, a solution shall be worked by the BOARD and the UNION.

44-43. In accordance with current policy, library, physical education, and other unifying arts programs in the middle schools shall begin no later than the Monday of the second week following the opening of the school year unless certificated physical education teachers, teacher-librarians and other unifying arts teachers have not been assigned to the middle school.

44-44. 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.

44-45. 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 Personnel.

44-46. A joint BOARD-UNION committee shall be established in accordance with the provisions of Article 45-1 of this Agreement to review the Student Health and Immunization Program and submit recommendations to improve the implementation of said program for the 1981-82 school year and thereafter. Membership shall be limited to four from the BOARD and four from the UNION.

44-47. On or before December 10, 1981, the BOARD will publish city-wide seniority lists for teachers in each area of certification.

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 General Superintendent of Schools. After submission to the General Superintendent, a copy of the committee's report shall be provided to the UNION and to the appointed committee members. The General Superintendent will provide to the UNION and to each appointed committee member the General Superintendent'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 General Superintendent of Schools in accordance with the provisions of Article 45-1 of this Agreement.
45-3. A joint BOARD-UNION committee shall be established in accordance with the provisions of Article 45-1 of this Agreement to analyze and review the Uniform Discipline Code and to submit suggestions to improve the Uniform Discipline Code at both the elementary and high school levels.

45-4. A joint BOARD-UNION committee shall be established in accordance with the provisions of Article 45-1 of this Agreement to develop procedures to be followed in the preparation and implementation of Individual Educational Programs. This committee shall prepare a handbook for the Preparation of Individual Educational Programs. Membership of this committee shall not exceed five from the BOARD and five from the UNION.

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 discuss and submit recommendations to the General Superintendent of Schools concerning early retirement options for teachers and other members of the bargaining unit.

Membership of the committee shall be limited to five from the BOARD and five from the UNION.

45-7. 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.

All proposals which would reduce health care benefits to bargaining unit members shall be mutually agreed upon by the BOARD and the UNION.

Membership of the committee shall be limited to five from the BOARD and five from the UNION.

45-8. A joint BOARD-UNION committee shall be established in accordance with the provisions of Article 45-1 of this Agreement to study, discuss, and submit recommendations to the General Superintendent of Schools concerning the purpose, scope, eligibility requirements, and duties for teachers selected to participate in a voluntary career opportunity program. Among the areas to be considered are said teachers' involvement at the local school level in in-service training programs, staff development, and curriculum and instruction improvements.

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.

45-9. A joint BOARD-UNION committee shall be established under the provisions of Article 45-1 of this Agreement to study, discuss, and submit recommendations for each of the following areas:

1. teacher certification, preparation and recruitment;
2. student expectations and curriculum;
3. teacher performance, evaluation, and effectiveness;
4. school administrator training and certification.
Membership on each of the four committees shall be limited to five from the BOARD and five from the UNION. It is agreed and understood that said limitation shall not preclude the utilization of appropriate resource personnel.

45-10. A joint BOARD-UNION committee shall be established in accordance with the provisions of Article 45-1 of this Agreement to review and make recommendations regarding monthly travel reimbursement for members of the bargaining unit whose work assignments require them to travel from one work location to another. Said committee shall review any inequities that may exist.

45-11. 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 a career ladder program model for teacher aides designed to upgrade their skills and enhance their ability to assist teachers in the delivery of an effective instructional program.

Membership of this committee shall be limited to five from the BOARD and five from the UNION.

45-12. A joint BOARD-UNION committee shall be established in accordance with the provisions of Article 45-1 of this Agreement to recommend procedures to recruit additional day-to-day substitute teachers.

This committee shall suggest techniques for improved delivery of service, improved performance and increased effectiveness of day-to-day substitute teachers within the local school setting.

45-13. A joint BOARD-UNION committee shall be established under the provisions of Article 45-1 of this Agreement to study, discuss, and submit recommendations for revising the salary schedule of career service employees in the bargaining unit.

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.

45-14. 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.

45-15. A joint BOARD-UNION committee shall be established under the provisions of Article 45-1 of this Agreement to review employee attendance and to develop procedures to maximize employee attendance in the Chicago public schools.

45-16. 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.

45-17. 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 General Superintendent of Schools 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.

45-18. A joint BOARD-UNION committee shall be established in accordance with the provisions of Article 45-1 of this Agreement to study, discuss, and submit recommendations to the General Superintendent of Schools by June 15, 1988, concerning an optional family dental plan for each full-time teacher or other full-time member of the bargaining unit.

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.

45-19. 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.

45-20. A joint BOARD-UNION committee shall be established under the provisions of Article 45-1 of this Agreement to study and review the duties and responsibilities of the School Clerk I job title classification in order to make recommendations to the General Superintendent of Schools concerning the feasibility of upgrading said job title.

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

45-21. A joint BOARD-UNION committee shall be established in accordance with the provisions of Article 45-1 of this Agreement to develop a model for a school based management project which addresses the role and function of existing Local School Improvement Councils (LSIC).

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.

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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 aides.

46-2. The UNION and the BOARD agree that, as an important element in improved staffing and instruction in inner city schools, a program of staff instructional groups shall be initiated utilizing members with different levels of preparation and task competence, including paraprofessionals and headed by certified teachers serving as master teachers.

46-3. The BOARD and UNION agree to urge the publishers of standardized tests for pupils to include questions on the contributions of Afro-Americans, other minority groups, and women to world and United States history as appropriate.

46-4. 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 Article 23-5 and 42-2 of this Agreement as either party may deem appropriate.

ARTICLE 47 - CONFORMITY

47-1. In conformity with the Decree of the Circuit Court of Cook County, General Number 65CH5524 affirmed by the Appellate Court of Illinois on November 9, 1966 (petition for leave to appeal denied by the Supreme Court of Illinois on March 28, 1967), the UNION agrees:

1) not to strike, not 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 of the BOARD;
2) that the benefit of any and all decisions and conclusions the BOARD may reach after having negotiated with the UNION shall apply equally to all teacher and other educational personnel employed by the BOARD who are members of the bargaining unit;

3) should negotiations fail to resolve differences, that the decision of the BOARD shall be final.

ARTICLE 48 - REPRESENTATION

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.

ARTICLE 49 - CONCLUSION

49-1. This Agreement shall be effective as of September 1, 1989, and shall remain in effect until August 31, 1990.

49-2. The parties agree that negotiations for an Agreement subsequent hereto will take place at reasonable times and places beginning September 5, 1989, with the intent to conclude an Agreement on or before December 31, 1989. The parties agree to confer in good faith with respect to wages, hours and all other terms and conditions of employment including, but not limited to, restructured salary lane definitions and differentials and restructuring the school day. Said Agreement subsequent hereto will be a three year Agreement, that is for a term effective September 1, 1990, and to remain in effect until August 31, 1993.

49-3. 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.

49-4. 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 pick-up 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 this day of

BOARD OF EDUCATION OF THE CITY OF CHICAGO
A body politic and corporate,

By
President

Attest:

__________________________
Secretary

CHICAGO TEACHERS UNION, LOCAL 1
AMERICAN FEDERATION OF TEACHERS,
AFL-CIO, a voluntary organization and unincorporated association,

By
President

Attest:

__________________________
Secretary

Board Authority:

Board Report No.

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CHICAGO PUBLIC SCHOOLS

SALARY SCHEDULE FOR REGULARLY APPOINTED TEACHERS

ELEMENTARY AND SECONDARY EDUCATION

EFFECTIVE SEPTEMBER 4, 1989

1A BASIC SCHEDULE OF SCHOOL MONTH SALARIES AND ANNUAL SALARIES BASED UPON A 6 HOUR DAY DURING THE REGULAR SCHOOL TERM OF 39 WEEKS FOR REGULARLY APPOINTED MEMBERS OF THE TEACHING STAFF HOLDING REGULAR CERTIFICATES: ELEMENTARY, HIGH SCHOOL, TRADE, AND VOCATIONAL.

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THE COLUMN ENTITLED 'PENSION PICKUP' (ARTICLE 36-3.1) WHICH HAS BEEN ROUNDED TO THE NEAREST DOLLAR IS THE AMOUNT OF PENSION PAID BY THE BOARD OF EDUCATION CALCULATED AT SEVEN PERCENT OF SALARY.

THE COLUMN ENTITLED 'TOTAL COMP' REFLECTS THE TOTAL COMPENSATION PAID (ANNUAL SALARY PLUS PENSION PICKUP) AND IS ROUNDED TO THE NEAREST DOLLAR.
MONTHLY RATES FOR 39 WEEK TEACHERS PAID ON THE 39 WEEK BASIS COMPARED WITH APPROXIMATE MONTHLY RATES FOR 39 WEEK TEACHERS PAID ON THE EXTENDED PAY PLAN

EFFECTIVE SEPTEMBER 4, 1989

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TO DETERMINE THE BIWEEKLY RATE (PAYCHECK RATE), DIVIDE THE MONTHLY RATE BY 2.
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**THE COLUMN ENTITLED 'ANNUAL' REFLECTS THE ANNUAL SALARY ROUNDED TO THE NEAREST DOLLAR AND INCLUDES THE PAYMENT OF TEN DAYS OF VACATION SO THAT IT IS BASED UPON 45 WEEKS OF PAY FOR 43 WEEKS OF EMPLOYMENT.**

**THE COLUMN ENTITLED 'PENSION PICKUP' (ARTICLE 36-3.1) WHICH HAS BEEN ROUNDED TO THE NEAREST DOLLAR IS THE AMOUNT OF PENSION PAID BY THE BOARD OF EDUCATION CALCULATED AT SEVEN PERCENT OF SALARY.**

**THE COLUMN ENTITLED 'TOTAL COMP' REFLECTS THE TOTAL COMPENSATION PAID (ANNUAL SALARY PLUS PENSION PICKUP) AND IS ROUNDED TO THE NEAREST DOLLAR.**
# Chicago Public Schools

## Salary Schedule for Regularly Appointed Teachers

**Elementary and Secondary Education**

**Effective September 4, 1989**

1C Basic Schedule of School Month Salaries and Annual Salaries Based Upon a 6 Hour Day During the Regular School Term of 47 Weeks for Regularly Appointed Members of the Teaching Staff Holding Regular Certificates: Elementary, High School, Trade, and Vocational.

### Bachelor's Degree

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The column entitled 'Annual' reflects the annual salary rounded to the nearest dollar and includes the payment of ten days of vacation so that it is based upon 49 weeks of pay for 47 weeks of employment.

The column entitled 'Pension Pickup' (Article 36-3.1) which has been rounded to the nearest dollar is the amount of pension paid by the Board of Education calculated at seven percent of salary.

The column entitled 'Total Comp' reflects the total compensation paid (annual salary plus pension pickup) and is rounded to the nearest dollar.
CHICAGO PUBLIC SCHOOLS
SALARY SCHEDULE FOR REGULARLY APPOINTED TEACHERS
ELEMENTARY AND SECONDARY EDUCATION
EFFECTIVE SEPTEMBER 4, 1989

10 Basic Schedule of School Month Salaries and Annual Salaries Based Upon a 6 Hour Day During the Regular School Term of 52 Weeks for Regularly Appointed Members of the Teaching Staff Holding Regular Certificates: Elementary, High School, Trade, and Vocational.

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<td>13</td>
<td>3219.06</td>
<td>41848</td>
<td>2929</td>
</tr>
<tr>
<td>14</td>
<td>3342.88</td>
<td>43357</td>
<td>3042</td>
</tr>
<tr>
<td>15</td>
<td>3457.10</td>
<td>44942</td>
<td>3146</td>
</tr>
</tbody>
</table>

The column entitled 'Annual' reflects the annual salary rounded to the nearest dollar. Vacation time is granted in accordance with the provisions of Board Rule 4-7.

The column entitled 'Pension' which has been rounded to the nearest dollar is the amount of pension paid by the Board of Education calculated at seven percent of salary.

The column entitled 'Total Comp' reflects the total compensation paid (annual salary plus pension) and is rounded to the nearest dollar.
Full-Time-Basis Substitute Teachers.

Teachers who hold temporary teaching certificates (other than provisional certificates) who are employed as full-time-basis substitutes shall be eligible to receive salary adjustments up to and including the fifth step of the appropriate lane on the appropriate salary schedule to allow credit for prior service as a full-time day school teacher in the Chicago public schools or in schools outside the Chicago public school system provided, however, that the provisions of Section 4-28 of the Rules of the Board of Education covering salary adjustments are met and an application (Salary Adjustment T. Per. 41) and, if outside time is involved, an affidavit (Affidavit Form T. Per. 42) are filed with the Bureau of Teacher Personnel.

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

Salary step adjustments for outside teaching experience for full-time-basis substitute teachers shall be made effective from the date of employment provided that proper claim and documentary proof are on file within 90 days of employment. After 90 days of employment the effective date for salary adjustment becomes the date on which the application and affidavit are received in the Bureau of Teacher Personnel.

Teachers who hold temporary teaching 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 examination as soon as it is offered by the Board of Examiners shall also be eligible for an additional salary adjustment up to and including the sixth step of the appropriate lane on the appropriate salary schedule provided, however, that they have not had such a salary adjustment at a previous time and that the provisions of Section 4-28 of the Rules of the Board of Education covering salary adjustment are met and an application (Salary Adjustment T. Per. 41) and, if outside time is involved, an affidavit (Affidavit Form T. Per. 42) are filed in the Bureau of Teacher Personnel.

Any full-time-basis substitute teacher who has had the above-mentioned salary adjustment and who fails to take, fails to complete, or fails to pass the appropriate examination within one year for a regular teaching certificate if offered by the Board of Examiners shall revert to the full-time-basis (FTB) substitute teacher's appropriate step and lane but no higher than step five.
3. **Day-to-Day Substitute Teachers.**

   **A.** The title *day-to-day substitute* is used to designate all other temporarily certificated teachers (excluding Cadre substitutes) not employed on a full-time basis and includes all teachers holding provisional certificates regardless of length of service, 75-day pensioners, and regularly certified teachers who have waived appointment on their regular certificates.

   Elementary, High, Trade, and Vocational Schools:

<table>
<thead>
<tr>
<th>Effective September 1, 1989</th>
<th>Flat Rate Per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-hour day</td>
<td>$68.35*</td>
</tr>
<tr>
<td>8-hour day</td>
<td>$81.37*</td>
</tr>
</tbody>
</table>

   *After 100 days of service during the 1989-90 school year, the following flat rate per day shall be paid for services rendered through August 31, 1989:

<table>
<thead>
<tr>
<th>6-hour day</th>
<th>8-hour day</th>
</tr>
</thead>
<tbody>
<tr>
<td>$71.61</td>
<td>$84.64</td>
</tr>
</tbody>
</table>

   **B.** Psychologists employed under the 75-day provision for retired teachers are paid:

<table>
<thead>
<tr>
<th>Effective September 1, 1989</th>
<th>Flat Rate Per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-hour day</td>
<td>$67.93</td>
</tr>
</tbody>
</table>

4. **Provisionally Certified Teachers.**

   **A.** Provisionally certified teachers employed as day-to-day substitute teachers are paid:

<table>
<thead>
<tr>
<th>Effective September 1, 1989</th>
<th>Flat Rate Per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-hour day</td>
<td>$50.64</td>
</tr>
</tbody>
</table>

   **B.** Provisionally certified teachers employed in a full teaching position on a full-time basis are paid:

<table>
<thead>
<tr>
<th>Effective September 1, 1989</th>
<th>Flat Rate Per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-hour day</td>
<td>$68.35</td>
</tr>
</tbody>
</table>

5. **Provisionally Certified School Social Workers.**

   Provisionally certified school social workers are paid on a flat rate salary basis providing they hold a master's degree in social work from a fully accredited institution (accredited by National Council on Social Work Education) with a sequence in case work and meet state requirements for full approval as a
school social worker.

Effective September 1, 1989  FLAT RATES PER DAY

| 6-hour day | $ 57.97 |


Not applicable since the BOARD does not presently employ provisionally certified school psychologists.

7. Emeritus Teachers.

Not applicable since the BOARD does not presently employ emeritus teachers.

8. High school teachers employed on an approved overtime basis shall be paid on a pro-rata basis of their basic salary for each period per day in excess of eight (12 1/2%).

The approved request for said overtime teaching service shall be presented to the BOARD on or before the first regularly scheduled meeting in November. Any necessary salary adjustment shall be processed within thirty school days thereafter.


Teachers serving on temporary certificates in the M.A.T. program receive a pro-rata salary of a first-year teacher (Lane I, Step 1) on the appropriate schedule as determined by that portion of the teaching program they carry.

10. Trade and Vocational School Teachers (including Cooperative Work Programs and Teachers in Vocational Home Economics Programs).

Eight-hour trade and vocational teachers (including cooperative work program teachers and teachers in vocational home economics programs) shall be paid their basic salary plus 20 percent.

11. Head Teachers (Branch Schools).

Effective January 1 of each year, in addition to monthly basic salary as a teacher, a head teacher shall be paid an increment according to the number of teachers on the staff the head teacher supervises, as determined by the last previous October enrollment report of the school, as follows:

<table>
<thead>
<tr>
<th>Number of Teachers</th>
<th>39 weeks</th>
<th>47 weeks</th>
<th>52 weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 - 3</td>
<td>$30.72</td>
<td>$30.60</td>
<td>$30.00</td>
</tr>
<tr>
<td>3.1 - 7</td>
<td>46.10</td>
<td>45.92</td>
<td>45.00</td>
</tr>
<tr>
<td>7.1 or more</td>
<td>61.46</td>
<td>61.22</td>
<td>60.00</td>
</tr>
</tbody>
</table>
In addition to regular salary, an acting head teacher shall receive the following increment based on the number of weeks of employment budgeted for said position:

<table>
<thead>
<tr>
<th>Weeks of Employment</th>
<th>Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>39</td>
<td>$15.36</td>
</tr>
<tr>
<td>47</td>
<td>15.30</td>
</tr>
<tr>
<td>52</td>
<td>15.00</td>
</tr>
</tbody>
</table>

12. In addition to the monthly basic salary as a teacher, an assistant principal shall be paid an increment based on the years of service as an assistant principal and the category of the school, which will be adjusted January 1 of each year to reflect the number of teachers on the staff of the unit in which the assistant principal functions, as determined by the last previous October (40th school day of the school year) staffing report of the school according to the following appropriate schedule:

<table>
<thead>
<tr>
<th>Category</th>
<th>Steps</th>
<th>Number of Teachers On Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>I</td>
<td>7.1-21</td>
</tr>
<tr>
<td></td>
<td>II</td>
<td>21.1-40</td>
</tr>
<tr>
<td></td>
<td>III</td>
<td>40.1-54</td>
</tr>
<tr>
<td></td>
<td>IV</td>
<td>54.1-71</td>
</tr>
<tr>
<td></td>
<td>V</td>
<td>71.1 Plus</td>
</tr>
<tr>
<td>39 Weeks of Employment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>$71.22</td>
<td>$71.22</td>
</tr>
<tr>
<td>2nd year</td>
<td>73.06</td>
<td>99.44</td>
</tr>
<tr>
<td>3rd year</td>
<td>73.06</td>
<td>99.44</td>
</tr>
<tr>
<td>4th year</td>
<td>73.06</td>
<td>99.44</td>
</tr>
<tr>
<td>5th year</td>
<td>73.06</td>
<td>99.44</td>
</tr>
<tr>
<td>47 Weeks of Employment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>$70.94</td>
<td>$70.94</td>
</tr>
<tr>
<td>2nd year</td>
<td>72.78</td>
<td>99.04</td>
</tr>
<tr>
<td>3rd year</td>
<td>72.78</td>
<td>99.04</td>
</tr>
<tr>
<td>4th year</td>
<td>72.78</td>
<td>99.04</td>
</tr>
<tr>
<td>5th year</td>
<td>72.78</td>
<td>99.04</td>
</tr>
<tr>
<td>52 Weeks of Employment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>$69.52</td>
<td>$69.52</td>
</tr>
<tr>
<td>2nd year</td>
<td>71.32</td>
<td>97.08</td>
</tr>
<tr>
<td>3rd year</td>
<td>71.32</td>
<td>97.08</td>
</tr>
<tr>
<td>4th year</td>
<td>71.32</td>
<td>97.08</td>
</tr>
<tr>
<td>5th year</td>
<td>71.32</td>
<td>97.08</td>
</tr>
</tbody>
</table>

The salary category of high school and occupational center assistant principals, including those in branches, will be based upon the total number of teaching divisions in the high school main building and branch, in the total high school and elementary school, or occupational center and branches under the administration of the principal to whom the assistant principal reports.
Only Board of Education-supported divisions shall be counted in the determination of the category of the school.

Where the category of a school (classified under the above categories) has been lowered due to a reduction in the number of teachers and the current assistant principal remains in the school, the increment shall be maintained at the same category level for a period of three additional years from the following September unless the category of the school rises.

In addition to regular salary as a teacher, an acting assistant principal of a school shall receive the following increment based on the number of weeks of employment budgeted for the assistant principal's position.

<table>
<thead>
<tr>
<th>Weeks of Employment</th>
<th>Rate per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>39</td>
<td>$30.72</td>
</tr>
<tr>
<td>47</td>
<td>30.60</td>
</tr>
<tr>
<td>52</td>
<td>30.00</td>
</tr>
</tbody>
</table>
13. Supervisors and Other Classifications Entitled to Additional Salary Increments.

Not applicable since the BOARD does not presently employ supervisors and other classifications entitled to additional salary increments.


Psychologists and school social workers shall receive the following monthly increment based on the number of weeks of employment budgeted for their positions provided they meet the stipulated requirements for school psychologist (Illinois School Code, Section 14-1.09) or for school social workers.

<table>
<thead>
<tr>
<th>Weeks of Employment</th>
<th>Rate Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>39</td>
<td>$ 163.90</td>
</tr>
<tr>
<td>43</td>
<td>163.56</td>
</tr>
<tr>
<td>47</td>
<td>163.26</td>
</tr>
</tbody>
</table>
Washburne Evening School, Regular Certificates.

Effective September 1, 1989

<table>
<thead>
<tr>
<th>Step (Years of Service)</th>
<th>Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$ 10.78</td>
</tr>
<tr>
<td>2nd year</td>
<td>11.41</td>
</tr>
<tr>
<td>3rd year and thereafter</td>
<td>12.35</td>
</tr>
</tbody>
</table>

Washburne Evening School, Temporary Certificates.

Effective September 1, 1989

Per Hour $ 10.07

16. Teachers of Driver Education.

Effective September 1, 1989

Per Hour $ 13.00

If additional driver education funding is forthcoming during the term of this Agreement, an hourly increase in such amount shall be provided not to exceed $.70 per hour.


A. Teachers and assistant principals in the regular summer schools shall be paid 66-2/3 percent of their basic salary if employed on a four-hour summer school day, 80 percent if employed on a five-hour summer school day, or 100 percent if employed on a six-hour day (not including any extra increments earned during the regular school year). Basic salaries refer to their salaries as teachers during the month of June immediately preceding the summer session.

B. Teachers and assistant principals in the special elementary summer schools shall be paid the regular base salary for which they qualify as teachers (not including any extra increments).

C. Part-time teachers shall be paid prorata on the above basis.

D. Teachers and assistant principals employed during the summer months other than in summer school shall be paid the same salary they would receive as teachers in the special elementary summer schools.
Compensation for Teachers Engaged in Extracurricular Activities.

Effective September 1, 1999

<table>
<thead>
<tr>
<th>Extracurricular Activity</th>
<th>Rate Per Hour</th>
<th>Maximum Number of Hours per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Football</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head Coach</td>
<td>$9.34</td>
<td></td>
</tr>
<tr>
<td>Assistant Coach</td>
<td>9.34</td>
<td>240</td>
</tr>
<tr>
<td>Frosh-Soph Coach</td>
<td>9.34</td>
<td>200</td>
</tr>
<tr>
<td>Cross-Country</td>
<td>9.34</td>
<td>42</td>
</tr>
<tr>
<td>Basketball</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head Coach</td>
<td>9.34</td>
<td>240</td>
</tr>
<tr>
<td>Frosh-Soph Coach</td>
<td>9.34</td>
<td>200</td>
</tr>
<tr>
<td>Swimming</td>
<td>9.34</td>
<td>200</td>
</tr>
<tr>
<td>Wrestling</td>
<td>9.34</td>
<td>200*</td>
</tr>
<tr>
<td>Track (indoor and outdoor)</td>
<td>9.34</td>
<td>200</td>
</tr>
<tr>
<td>Baseball</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head Coach</td>
<td>9.34</td>
<td>200</td>
</tr>
<tr>
<td>Frosh-Soph Coach</td>
<td>9.34</td>
<td>140</td>
</tr>
<tr>
<td>Gymnastics</td>
<td>9.34</td>
<td>200</td>
</tr>
<tr>
<td>Tennis</td>
<td>9.34</td>
<td>40</td>
</tr>
<tr>
<td>Golf</td>
<td>9.34</td>
<td>40</td>
</tr>
<tr>
<td>Bowling</td>
<td>9.34</td>
<td>50</td>
</tr>
<tr>
<td>Soccer</td>
<td>9.34</td>
<td>80</td>
</tr>
<tr>
<td>Chess</td>
<td>9.34</td>
<td>20</td>
</tr>
<tr>
<td>Checkers</td>
<td>9.34</td>
<td>20</td>
</tr>
<tr>
<td>Ice Skating</td>
<td>9.34</td>
<td>5</td>
</tr>
<tr>
<td>Intramurals (boys)</td>
<td>9.34</td>
<td>50</td>
</tr>
<tr>
<td>Instrumental Groups</td>
<td>9.34</td>
<td>85</td>
</tr>
<tr>
<td>Vocal Groups</td>
<td>9.34</td>
<td>50</td>
</tr>
<tr>
<td>Drama</td>
<td>9.34</td>
<td>75</td>
</tr>
<tr>
<td>Clubs (flat rate)</td>
<td>105.40</td>
<td></td>
</tr>
<tr>
<td>Other Activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(approved by principal)</td>
<td>316.20</td>
<td></td>
</tr>
<tr>
<td>Crowd Control (per session)</td>
<td>10.54</td>
<td></td>
</tr>
<tr>
<td>(Saturday = 1 1/2 sessions)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Limited to 38 high schools.
18-1. Compensation for Teachers Engaged in Extracurricular Activities (Girls).

Effective September 1, 1989

<table>
<thead>
<tr>
<th>Extracurricular Activity</th>
<th>Rate per Hour</th>
<th>Maximum Number of Hours Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pompon Girls</td>
<td>$9.34</td>
<td>50</td>
</tr>
<tr>
<td>Cheerleaders</td>
<td>9.34</td>
<td>60</td>
</tr>
<tr>
<td>G.A.A. and Intramurals</td>
<td>9.34</td>
<td>75</td>
</tr>
<tr>
<td>Bowling</td>
<td>9.34</td>
<td>50</td>
</tr>
<tr>
<td>Tennis</td>
<td>9.34</td>
<td>40</td>
</tr>
<tr>
<td>Golf</td>
<td>9.34</td>
<td>40</td>
</tr>
<tr>
<td>Swimming</td>
<td>9.34</td>
<td>200</td>
</tr>
<tr>
<td>Volleyball</td>
<td>9.34</td>
<td>200</td>
</tr>
<tr>
<td>Frosh-Soph Coach</td>
<td>9.34</td>
<td>140</td>
</tr>
<tr>
<td>Gymnastics</td>
<td>9.34</td>
<td>200</td>
</tr>
<tr>
<td>Basketball</td>
<td>9.34</td>
<td>240</td>
</tr>
<tr>
<td>Frosh-Soph Coach</td>
<td>9.34</td>
<td>200</td>
</tr>
<tr>
<td>Softball</td>
<td>9.34</td>
<td>200</td>
</tr>
<tr>
<td>Frosh-Soph Coach</td>
<td>9.34</td>
<td>140</td>
</tr>
<tr>
<td>Track (indoor and outdoor)</td>
<td>9.34</td>
<td>200</td>
</tr>
<tr>
<td>Cross Country</td>
<td>9.34</td>
<td>42</td>
</tr>
</tbody>
</table>

19. Playground Teachers.

Playground teachers are employed on a 47-week basis and are paid at the monthly salary rate indicated for regularly certificated teachers employed on a 47-week basis.

20. Playground Teachers in Charge of Stadia.

Playground teachers in charge of stadia shall be paid the following increment in addition to the monthly basic salary of playground teachers:

<table>
<thead>
<tr>
<th>Steps (Years of Service)</th>
<th>Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$ 51.02</td>
</tr>
<tr>
<td>2nd year &amp; thereafter</td>
<td>76.52</td>
</tr>
</tbody>
</table>

21. Playground Teacher - Substitutes (Day-to-day).

Effective September 1, 1989 Flat Rate Per Day

$ 46.37
22. Social Center Personnel (Part-time employees).

Effective September 1, 1989

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Coordinator</td>
<td>$15.81</td>
</tr>
<tr>
<td>Teacher - Director</td>
<td>10.54</td>
</tr>
<tr>
<td>Teacher</td>
<td>9.22</td>
</tr>
<tr>
<td>College Aide</td>
<td>5.27</td>
</tr>
<tr>
<td>Student Leader</td>
<td>3.53</td>
</tr>
<tr>
<td>Paraprofessional</td>
<td>6.32</td>
</tr>
</tbody>
</table>


$7.91 per hour.
### 24. SENIOR TRUANT OFFICER (TITLE CODE 3591) CAREER SERVICE--GRADE 9 (39 WEEKS)

**EFFECTIVE SEPTEMBER 4, 1989**

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>ST</th>
<th>EP</th>
<th>MONTHLY</th>
<th>ANNUAL</th>
<th>PENSION PICKUP</th>
<th>TOTAL COMP</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST 6 MONTHS</td>
<td>01</td>
<td>1685.28</td>
<td>17274</td>
<td>1209</td>
<td>18483</td>
<td></td>
</tr>
<tr>
<td>NEXT 12 MONTHS</td>
<td>02</td>
<td>1768.46</td>
<td>18127</td>
<td>1269</td>
<td>19396</td>
<td></td>
</tr>
<tr>
<td>NEXT 12 MONTHS</td>
<td>03</td>
<td>1856.54</td>
<td>19030</td>
<td>1332</td>
<td>20362</td>
<td></td>
</tr>
<tr>
<td>NEXT 12 MONTHS</td>
<td>04</td>
<td>1952.28</td>
<td>20011</td>
<td>1401</td>
<td>21412</td>
<td></td>
</tr>
<tr>
<td>NEXT 12 MONTHS</td>
<td>05</td>
<td>2048.02</td>
<td>20992</td>
<td>1469</td>
<td>22461</td>
<td></td>
</tr>
<tr>
<td>NEXT 18 MONTHS</td>
<td>06</td>
<td>2066.18</td>
<td>21178</td>
<td>1482</td>
<td>22660</td>
<td></td>
</tr>
<tr>
<td>7TH YEAR TO 12TH YEAR INCLUSIVE</td>
<td>07</td>
<td>2172.74</td>
<td>22271</td>
<td>1559</td>
<td>23830</td>
<td></td>
</tr>
<tr>
<td>13TH YEAR TO 17TH YEAR INCLUSIVE</td>
<td>08</td>
<td>2281.78</td>
<td>23388</td>
<td>1637</td>
<td>25025</td>
<td></td>
</tr>
<tr>
<td>18TH YEAR TO 22ND YEAR INCLUSIVE</td>
<td>09</td>
<td>2398.04</td>
<td>24580</td>
<td>1721</td>
<td>26311</td>
<td></td>
</tr>
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The annual salary has been rounded to the nearest dollar and includes the payment of 10 days vacation so that it is based upon 41 weeks of pay for 39 weeks of employment. The column entitled 'PENSION PICKUP' (Article 36-3.1) which has been rounded to the nearest dollar, is the amount of pension paid by the Board of Education calculated at seven percent of salary. The column entitled 'TOTAL COMP' reflects compensation paid (annual salary plus pension pickup) and is rounded to the nearest dollar.

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### 25. TRUANT OFFICER (TITLE CODE 3590) AND TRUANT OFFICER BILINGUAL SPANISH (TITLE CODE 3597) CAREER SERVICE--GRADE 8 (39 WEEKS)

**EFFECTIVE SEPTEMBER 4, 1989**

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
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<th>MONTHLY</th>
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<th>PENSION PICKUP</th>
<th>TOTAL COMP</th>
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</table>

The annual salary has been rounded to the nearest dollar and includes the payment of 10 days vacation so that it is based upon 41 weeks of pay for 39 weeks of employment. The column entitled 'PENSION PICKUP' (Article 36-3.1) which has been rounded to the nearest dollar, is the amount of pension paid by the Board of Education calculated at seven percent of salary. The column entitled 'TOTAL COMP' reflects compensation paid (annual salary plus pension pickup) and is rounded to the nearest dollar.
26. **SCHOOL CLERK (TITLE CODE 0468) CAREER SERVICE--GRADE 7 (39 WEEKS)**

**EFFECTIVE SEPTEMBER 4, 1989**

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
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<th>PENSION PICKUP</th>
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The annual salary has been rounded to the nearest dollar and includes the payment of 10 days vacation so that it is based upon 41 weeks of pay for 39 weeks of employment. The column entitled 'Pension Pickup' (Article 36-3.1) which has been rounded to the nearest dollar, is the amount of pension paid by the Board of Education calculated at seven percent of salary. The column entitled 'Total Comp' reflects compensation paid (annual salary plus pension pickup) and is rounded to the nearest dollar.

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27. **SCHOOL CLERK I (TITLE CODE 0468) CAREER SERVICE--GRADE 7 (47 WEEKS)**

**EFFECTIVE SEPTEMBER 4, 1989**

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
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<th>ANNUAL</th>
<th>PENSION PICKUP</th>
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</table>

The annual salary has been rounded to the nearest dollar and includes the payment of 10 days vacation so that it is based upon 49 weeks of pay for 47 weeks of employment. The column entitled 'Pension Pickup' (Article 36-3.1) which has been rounded to the nearest dollar, is the amount of pension paid by the Board of Education calculated at seven percent of salary. The column entitled 'Total Comp' reflects compensation paid (annual salary plus pension pickup) and is rounded to the nearest dollar.
### SCHOOL CLERK I (TITLE CODE 0468) CAREER SERVICE--GRADE 7 (52 WEEKS)

**EFFECTIVE SEPTEMBER 4, 1989**

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
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<th>ANNUAL</th>
<th>PENSION PICKUP</th>
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<tbody>
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The annual salary has been rounded to the nearest dollar. Vacation time is granted in accordance with the provisions of Board Rule 4-7. The column entitled 'Pension Pickup' (Article 36-3.1) which has been rounded to the nearest dollar, is the amount of pension paid by the Board of Education calculated at seven percent of salary. The column entitled 'Total Comp' reflects compensation paid (annual salary plus pension pickup) and is rounded to the nearest dollar.

### HEARING TESTER (TITLE CODE 3149) SCHOOL LIBRARY ASSISTANT (TITLE CODE 0531) VISION TESTER (TITLE CODE 3151) AND INTERPRETER CLERK (TITLE CODE 0470) CAREER SERVICE--GRADE 6 (39 WEEKS)

**EFFECTIVE SEPTEMBER 4, 1989**

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<thead>
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<th>YEARS OF SERVICE</th>
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<th>ANNUAL</th>
<th>PENSION PICKUP</th>
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The annual salary has been rounded to the nearest dollar and includes the payment of 10 days vacation so that it is based upon 41 weeks of pay for 39 weeks of employment. The column entitled 'Pension Pickup' (Article 36-3.1) which has been rounded to the nearest dollar, is the amount of pension paid by the Board of Education calculated at seven percent of salary. The column entitled 'Total Comp' reflects compensation paid (annual salary plus pension pickup) and is rounded to the nearest dollar.
### SCHOOL CLERK ASSISTANT (TITLE CODE 0467) CAREER SERVICE--GRADE 5 (39 WEEKS)

**EFFECTIVE SEPTEMBER 4, 1989**

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<td>20588</td>
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</table>

The annual salary has been rounded to the nearest dollar and includes the payment of 10 days of vacation so that it is based upon 41 weeks of pay for 39 weeks of employment. The column entitled 'Pension Pickup' (Article 36-3.1) which has been rounded to the nearest dollar, is the amount of pension paid by the Board of Education calculated at seven percent of salary. The column entitled 'Total Comp' reflects compensation paid (annual salary plus pension pickup) and is rounded to the nearest dollar.

### SCHOOL CLERK ASSISTANT (TITLE CODE 0467) CAREER SERVICE--GRADE 5 (47 WEEKS)

**EFFECTIVE SEPTEMBER 4, 1989**

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>ST EP</th>
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<th>PENSION PICKUP</th>
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The annual salary has been rounded to the nearest dollar and includes the payment of 10 days of vacation so that it is based upon 49 weeks of pay for 47 weeks of employment. The column entitled 'Pension Pickup' (Article 36-3.1) which has been rounded to the nearest dollar, is the amount of pension paid by the Board of Education calculated at seven percent of salary. The column entitled 'Total Comp' reflects compensation paid (annual salary plus pension pickup) and is rounded to the nearest dollar.
### SCHOOL CLERK ASSISTANT (TITLE CODE 0467) CAREER SERVICE--GRADE 5 (52 WEEKS)

**EFFECTIVE SEPTEMBER 4, 1989**

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**THE ANNUAL SALARY HAS BEEN ROUNDED TO THE NEAREST DOLLAR. VACATION TIME IS GRANTED IN ACCORDANCE WITH THE PROVISIONS OF BOARD RULE 4-7. THE COLUMN ENTITLED 'PENSION PICKUP' (ARTICLE 36-3.1) WHICH HAS BEEN ROUNDED TO THE NEAREST DOLLAR IS THE AMOUNT OF PENSION PAID BY THE BOARD OF EDUCATION CALCULATED AT SEVEN PERCENT OF SALARY. THE COLUMN ENTITLED 'TOTAL COMP' REFLECTS COMPENSATION PAID (ANNUAL SALARY PLUS PENSION PICKUP) AND IS ROUNDED TO THE NEAREST DOLLAR.**

---

### 29. INTERPRETER AIDE (TITLE CODE 3429) CAREER SERVICE--GRADE 4 (39 WEEKS)

**EFFECTIVE SEPTEMBER 4, 1989**

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>ST EP</th>
<th>MONTHLY</th>
<th>ANNUAL</th>
<th>PENSION PICKUP</th>
<th>TOTAL COMP</th>
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<tbody>
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<td>13151</td>
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<td>13815</td>
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<td>NEXT 12 MONTHS</td>
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<td>19579</td>
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**THE ANNUAL SALARY HAS BEEN ROUNDED TO THE NEAREST DOLLAR AND INCLUDES THE PAYMENT OF 10 DAYS VACATION SO THAT IT IS BASED UPON 41 WEEKS OF PAY FOR 39 WEEKS OF EMPLOYMENT. THE COLUMN ENTITLED 'PENSION PICKUP' (ARTICLE 36-3.1) WHICH HAS BEEN ROUNDED TO THE NEAREST DOLLAR IS THE AMOUNT OF PENSION PAID BY THE BOARD OF EDUCATION CALCULATED AT SEVEN PERCENT OF SALARY. THE COLUMN ENTITLED 'TOTAL COMP' REFLECTS COMPENSATION PAID (ANNUAL SALARY PLUS PENSION PICKUP) AND IS ROUNDED TO THE NEAREST DOLLAR.**

-134-
### 30. School Community Representative (Title Code 0701) Instructor Aide (Title Code 3917) and Teacher Aide - Montessori Program (Title Code 2520)

**Career Service - Grade 3 (39 Weeks)**

**Effective September 4, 1989**

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<th>EP</th>
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<th>Annual</th>
<th>Pension Pickup</th>
<th>Total Comp</th>
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<td>First 6 Months</td>
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<td>12291</td>
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<td>13556</td>
<td>949</td>
<td>14505</td>
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<tr>
<td>Next 12 Months</td>
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<td>1387.98</td>
<td>14227</td>
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<td>15223</td>
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<tr>
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<tr>
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<tr>
<td>23rd Year and Thereafter</td>
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<td>1700.44</td>
<td>17430</td>
<td>1220</td>
<td>18650</td>
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</tr>
</tbody>
</table>

The annual salary has been rounded to the nearest dollar and includes the payment of 10 days vacation so that it is based upon 41 weeks of pay for 39 weeks of employment. The column entitled 'Pension Pickup' (Article 36-3.1) which has been rounded to the nearest dollar is the amount of pension paid by the Board of Education calculated at seven percent of salary. The column entitled 'Total Comp' reflects compensation paid (annual salary plus pension pickup) and is rounded to the nearest dollar.

### 31. Teacher Aide (Title Code 0463)

**Career Service - Grade 1B (39 Weeks)**

**Effective September 4, 1989**

<table>
<thead>
<tr>
<th>Years of Service</th>
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<th>Annual</th>
<th>Pension Pickup</th>
<th>Total Comp</th>
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<td>1517.04</td>
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</table>

The annual salary has been rounded to the nearest dollar and includes the payment of 10 days vacation so that it is based upon 41 weeks of pay for 39 weeks of employment. The column entitled 'Pension Pickup' (Article 36-3.1) which has been rounded to the nearest dollar is the amount of pension paid by the Board of Education calculated at seven percent of salary. The column entitled 'Total Comp' reflects compensation paid (annual salary plus pension pickup) and is rounded to the nearest dollar.
TEACHER AIDE (TITLE CODE 0463) CAREER SERVICE--GRADE 1B (47 WEEKS)

EFFECTIVE SEPTEMBER 4, 1989

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<thead>
<tr>
<th>YEARS OF SERVICE</th>
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<th>EP</th>
<th>MONTHLY</th>
<th>ANNUAL</th>
<th>PENSION PICKUP</th>
<th>TOTAL COMP</th>
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THE ANNUAL SALARY HAS BEEN ROUNDED TO THE NEAREST DOLLAR AND INCLUDES THE PAYMENT OF 10 DAYS OF VACATION SO THAT IT IS BASED UPON 49 WEEKS OF PAY FOR 47 WEEKS OF EMPLOYMENT. THE COLUMN ENTITLED 'PENSION PICKUP' (ARTICLE 36-3.1) WHICH HAS BEEN ROUNDED TO THE NEAREST DOLLAR, IS THE AMOUNT OF PENSION PAID BY THE BOARD OF EDUCATION CALCULATED AT SEVEN PERCENT OF SALARY. THE COLUMN ENTITLED 'TOTAL COMP' REFLECTS COMPENSATION PAID (ANNUAL SALARY PLUS PENSION PICKUP) AND IS ROUNDED TO THE NEAREST DOLLAR.

---

TEACHER AIDE (TITLE CODE 0463) CAREER SERVICE--GRADE 1B (52 WEEKS)

EFFECTIVE SEPTEMBER 4, 1989

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<th>YEARS OF SERVICE</th>
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<th>ANNUAL</th>
<th>PENSION PICKUP</th>
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THE ANNUAL SALARY HAS BEEN ROUNDED TO THE NEAREST DOLLAR. VACATION TIME IS GRANTED IN ACCORDANCE WITH THE PROVISIONS OF BOARD RULE 4-7. THE COLUMN ENTITLED 'PENSION PICKUP' (ARTICLE 36-3.1) WHICH HAS BEEN ROUNDED TO THE NEAREST DOLLAR, IS THE AMOUNT OF PENSION PAID BY THE BOARD OF EDUCATION CALCULATED AT SEVEN PERCENT OF SALARY. THE COLUMN ENTITLED 'TOTAL COMP' REFLECTS COMPENSATION PAID (ANNUAL SALARY PLUS PENSION PICKUP) AND IS ROUNDED TO THE NEAREST DOLLAR.
THE ANNUAL SALARY HAS BEEN ROUNDED TO THE NEAREST DOLLAR AND INCLUDES THE PAYMENT OF 10 DAYS VACATION SO THAT IT IS BASED UPON 41 WEEKS OF PAY FOR 39 WEEKS OF EMPLOYMENT. THE COLUMN ENTITLED 'PENSION PICKUP' (ARTICLE 36-3.1) WHICH HAS BEEN ROUNDED TO THE NEAREST DOLLAR, IS THE AMOUNT OF PENSION PAID BY THE BOARD OF EDUCATION CALCULATED AT SEVEN PERCENT OF SALARY. THE COLUMN ENTITLED 'TOTAL COMP' REFLECTS COMPENSATION PAID (ANNUAL SALARY PLUS PENSION PICKUP) AND IS ROUNDED TO THE NEAREST DOLLAR.
MONTHLY RATES FOR 39 WEEK CAREER SERVICE EMPLOYEES PAID ON THE 39 WEEK BASIS COMPARED WITH APPROXIMATE MONTHLY RATES FOR 39 WEEK CAREER SERVICE EMPLOYEES PAID ON THE EXTENDED PAY PLAN

EFFECTIVE SEPTEMBER 4, 1989

<table>
<thead>
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<th>GRADE 8</th>
<th>GRADE 6</th>
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<th>GRADE IB</th>
<th>GRADE IA</th>
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To determine the biweekly rate (paycheck rate) divide the monthly rate by 2.

Extended pay plan rates indicated above are calculated at 78.8462 percent (205 days / 260 days) of the 39 week rates.
MONTHLY RATES FOR 39 WEEK CAREER SERVICE EMPLOYEES PAID ON THE 39 WEEK BASIS COMPARED WITH APPROXIMATE MONTHLY RATES FOR 39 WEEK CAREER SERVICE EMPLOYEES PAID ON THE EXTENDED PAY PLAN

EFFECTIVE SEPTEMBER 4, 1989

GRADE 7

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<td>17</td>
<td>$1,767.20</td>
<td>$1,466.19</td>
</tr>
<tr>
<td>18</td>
<td>$1,768.26</td>
<td>$1,522.69</td>
</tr>
<tr>
<td>19</td>
<td>$1,768.16</td>
<td>$1,625.02</td>
</tr>
<tr>
<td>20</td>
<td>$1,768.74</td>
<td>$1,719.12</td>
</tr>
</tbody>
</table>

TO DETERMINE THE BIWEEKLY RATE (PAYCHECK RATE) DIVIDE THE MONTHLY RATE BY 2.
EXTENDED PAY PLAN RATES INDICATED ABOVE ARE CALCULATED AT 78.6462 PERCENT (205 DAYS / 260 DAYS) OF THE 39 WEEK RATES.
State Legislation Impact Assistance Grant Program (SLIAG)

Part-time employees.

<table>
<thead>
<tr>
<th>Rate Per Hour</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher</td>
<td>$13.00</td>
</tr>
<tr>
<td>Career Service Employee</td>
<td>Regular hourly rate</td>
</tr>
</tbody>
</table>
34. **Monthly Travel Reimbursement***

<table>
<thead>
<tr>
<th>AMOUNT</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior truant officers, truant officers assigned to high schools, special schools, and social adjustment schools</td>
<td>$ 98.50</td>
</tr>
<tr>
<td>Elementary school truant officers</td>
<td>81.00</td>
</tr>
<tr>
<td>Kindergarten teachers serving two schools</td>
<td>15.50</td>
</tr>
<tr>
<td>All other teachers whose assignment requires daily travel from one school or branch to another</td>
<td>15.50</td>
</tr>
<tr>
<td>All cooperative education teachers (coordinators)</td>
<td>59.00</td>
</tr>
<tr>
<td>Speech Therapists</td>
<td>15.50</td>
</tr>
<tr>
<td>Hearing and vision testers</td>
<td>15.50</td>
</tr>
<tr>
<td>School social workers and school psychologists</td>
<td>62.00</td>
</tr>
<tr>
<td>Field adjustment teachers - social adjustment</td>
<td>81.00</td>
</tr>
<tr>
<td>Teacher nurses - assigned to:</td>
<td></td>
</tr>
<tr>
<td>2 schools</td>
<td>25.00</td>
</tr>
<tr>
<td>3 schools</td>
<td>43.00</td>
</tr>
<tr>
<td>4 or more schools</td>
<td>51.00</td>
</tr>
</tbody>
</table>

*All travel reimbursement requirements must be met.

35. **Single Dental Plan.**

<table>
<thead>
<tr>
<th>BENEFIT</th>
<th>REIMBURSEMENT SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Coverage</td>
<td>100% Usual and Customary</td>
</tr>
<tr>
<td>Rider A Additional Benefits</td>
<td>100% Usual and Customary</td>
</tr>
<tr>
<td>Rider B Prosthodontic Benefits</td>
<td>100% Usual and Customary</td>
</tr>
<tr>
<td>Rider C Periodontic Benefits</td>
<td>100% Usual and Customary</td>
</tr>
<tr>
<td>Rider D Orthodontic Benefits</td>
<td>100% Usual and Customary</td>
</tr>
<tr>
<td>Deductible:</td>
<td>$ 50.00 Deductible</td>
</tr>
<tr>
<td>Maximum:</td>
<td>$1,000.00 per calendar year</td>
</tr>
</tbody>
</table>
APPENDIX B

Non-Member Fair Share Payments - Chicago Teachers Union Implementation Program and Appeal Procedure

1. Fair Share Fee Determination.

The Executive Committee of the Chicago Teachers Union is authorized and directed to determine the amount of the fair share fee which nonmember employees are required to pay to the UNION pursuant to the Agreement between the Board of Education of the City of Chicago and the Chicago Teachers Union.

2. Filing Objections to Fair Share Payments.

Any non-member employee making such payments may object to any expenditure of his or her fair share payment for purposes not related to services rendered by the UNION as provided by law. Any such objection may be made by the objector individually by sending a letter addressed to the Chicago Teachers Union President, 201 North Wells Street, Ninth Floor, Chicago, Illinois, 60606, stating the objection(s), the desire to invoke the Chicago Teachers Union Internal Appeal Procedure, and the objector's address, and bearing the objector's signature. The letter must be postmarked or delivered at any time after notice by the UNION of the amount of the fee, as required by the collective bargaining agreement, but before the sixty-first day following the first deduction of the fee from the objecting non-member's earnings. This internal appeal procedure is an alternative to other actions available to an objector under law.

3. Escrow Arrangements.

Upon the Union's receipt of a letter invoking this procedure, the UNION shall deposit in an escrow account, separate from all other UNION funds, the amount of fee payments received on behalf of the objector that is fairly placed at issue by the objection(s) stated in the letter but not less than 33% of the fair share fee. The UNION shall furnish the objector with verification of the terms of the escrow arrangement.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest available rate; that the escrowed funds remain intact until the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination, or judgment including any appeals, or by the terms of a mutually agreeable settlement between the UNION and an objector or group of objectors.
Appeal Procedure.

Within thirty (30) days of the expiration of the period for filing objections, the Chicago Teachers Union Executive Committee shall meet to review the objections and determine whether any reduction in the amount of the fair share shall be made. Any objector(s) shall be notified in advance of the date, time and place of the meeting, and may appear and make a presentation pertinent to his (her) objection(s). Each objector shall be notified of the decision of the Executive Committee in a letter mailed within ten (10) days after the above meeting. Any objection not appealed to arbitration as provided herein will be deemed an acceptance of the Executive Committee determination, and the escrow shall terminate as to that objector(s).

Arbitration Proceedings.

Any objector(s) who is dissatisfied with the Executive Committee's determination may appeal the determination to arbitration by notifying the Chicago Teachers Union President by letter delivered or postmarked within thirty (30) days after the date that the Executive Committee's determination is mailed to the objector(s). If more that one objector has appealed, the UNION shall send each objector who has appealed to arbitration a list of all such objectors and the objections appealed shall be consolidated for the arbitration proceedings. Those objectors and the UNION shall each select a spokesperson, and so notify the other, for selecting the arbitrator, coordinating discovery, and organizing the presentation at the hearing.

The spokespersons shall request that the American Arbitration Association (hereafter "AAA") proffer a panel composed of persons who are certified by the AAA as labor arbitrators and who are licensed to practice law. The spokespersons shall select the arbitrator from the panel pursuant to AAA rules.

The arbitrator shall set the hearing for the earliest date that the arbitrator, the objector(s) and the UNION are available. Prior to the hearing, the parties shall provide each other with access to all relevant records requested of each other; any disputes concerning such discovery shall be submitted to the arbitrator for determination.

The fee and any expenses of the arbitrator, and the costs of discovery agreed to or ordered by the arbitrator, shall be borne by the UNION. Any party may record or transcribe the hearing at its own costs.
6. Arbitrator Award.

The arbitrator shall issue a written award, based on the evidence and relevant provisions of the collective bargaining agreement and the law, determining whether the fair share fee was appropriately calculated and, if not, what the appropriate calculation should have been. The award shall be final and binding, subject to judicial review in accord with applicable principles of law. The applicable escrow funds and the interest accrued thereon, shall be disbursed pursuant to the award unless an action for judicial review is filed and served within thirty-five (35) days of the date of the reward.
APPENDIX C

Procedures for Waivers for the Duration of this Agreement

1. The school principal shall meet with the faculty during the school day to discuss any proposal which may require a waiver from any provision of this Agreement.

2. In order to secure a waiver from any provision of this Agreement, a secret ballot vote shall be conducted among all CTU members assigned to the school.

3. The procedures for conducting such a vote shall be mutually agreed upon between the principal and the school delegate.

4. An extraordinary majority of 70% of the CTU members voting shall be required to approve a waiver. A waiver that is rejected may not be submitted more than once in any school year.

5. If the waiver is approved, the principal and school delegate shall sign the waiver indicating that the voting procedures were followed and reporting the results of the vote.

6. The waiver shall be submitted to the local school council for its approval or rejection.

7. Copies of this approved waiver shall be forwarded immediately to the Department of Employee Relations and the Chicago Teachers Union.

8. The CTU executive committee shall review all waiver applications approved as provided in steps 1-7 and shall have final authority to approve or reject any waiver of the Agreement.

9. The approved waiver automatically terminates at the conclusion of the school year.

10. Failure to implement the procedure, or failure to implement the approved waiver, or improper implementation of the approved waiver shall be subject to the grievance procedure pursuant to Article 3 of this Agreement.

The Board of Education shall develop and distribute procedures for waivers of BOARD policies and procedures.