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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, 1982  
AUGUST 31, 1983**

X 8/83



**Raul A. Villalobos**

The 1982-83 Agreement between the Board of Education of the City of Chicago and the Chicago Teachers Union reflects the spirit of cooperation and mutual understanding that exists between both parties in their pursuit of academic excellence for Chicago's school children.

The Board recognizes the respective negotiating teams for the foresight and ingenuity they displayed in working to achieve a mutually satisfactory resolution to problems which arose during negotiations. We express our appreciation to you and to the Union membership for their ratifications of this Agreement.

Over the past 15 years, the negotiating process has resulted in educational advances, and this year's Agreement is no exception as it certainly reflects dedication and commitment to our school children in insuring them an uninterrupted school year, with maximum educational benefits.

This Agreement is a symbol of what can be accomplished when mutuality of effort prevails, and, in addition, it will be of invaluable assistance to us as we proceed in our mutual quest to achieve educational advancement for the school children of Chicago.

Raul A. Villalobos, President  
Board of Education, City of Chicago



**Robert M. Healey**

In the 1982-83 Agreement between Chicago Teachers Union and the Board of Education of the City of Chicago, teachers and other educational personnel, as well as school board members, have shown that the best possible education for Chicago's public school students is their first priority.

Union members have accepted this Agreement even though it reflects no salary or fringe, benefit increases so that schools could open in September for a full school year without disruption. Such a reasonable settlement, considering the school board's continuing financial crises and the members' ever present recession-caused money problems, is a tribute to the professionalism of both negotiating teams and to the collective bargaining process.

While this Agreement does not solve all the schools' problems it does represent the Union and Board's efforts to improve the teaching-learning conditions. We are certain that teachers and all other educational personnel will be aided by this document in their attempt to provide Chicago's public school students with the quality education they need and deserve.

Robert M. Healey, President  
Chicago Teachers Union



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**AGREEMENT**  
**between**  
**THE BOARD OF EDUCATION**  
**of the**  
**CITY OF CHICAGO**  
**and the**  
**CHICAGO TEACHERS UNION**

**Local No. 1 American Federation of Teachers, AFL-CIO**

Agreement made and entered into on the fifteenth day of December, A.D. nineteen hundred and eighty-two, 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 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, his 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, and school community representatives (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 own behalf or to submit suggestions to the General Superintendent as an individual, 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 nonmembership 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 Union Teachers Credit Union from whom it receives an authorization to do so the monthly amount authorized by the member for savings/shares in the Union 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 his share/savings during the calendar year. The cost of this service for the school year 1982-83 shall be borne by the Union 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 Union Teachers Credit Union office no later than 5 school days after such deductions are made.

The Union 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.** All full-time employees covered by this Agreement who are not members of the UNION shall, commencing sixty (60) days after their employment or the effective date of this Agreement, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the UNION, pay to the UNION each month their proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required by members of the UNION. Such proportionate share payments shall be deducted by the BOARD from the earnings of the non-member full-time employees and paid to the UNION. The UNION shall submit to the BOARD an affidavit which specifies the amount which constitutes said proportionate share which shall not exceed the dues uniformly required of members of the UNION.

The UNION shall indemnify and hold harmless the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, 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.

**1-9.** The General Superintendent shall meet monthly at a mutually agreeable time with representatives of the UNION to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.

**1-10.** The principal of a school shall meet at least once a month during the school term with the UNION's Professional Problems Committee at the request of either party to discuss school operations and questions other than grievances relating to the implementation of the Agreement provided, however, that there shall be such a meeting at least once a month at the Professional Problems Committee's request. The principal shall be supplied with an agenda of the items the

Committee wishes to cover at least 24 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 24 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.

**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 chairman 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 his absence to the acting administrator, the BOARD shall permit the President of the UNION or his 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 original position at the conclusion of his term of office, but a teacher elected to a subsequent term or terms shall be returned to an equivalent position upon return to the school system and shall have priority on the transfer list of the school from which the leave was granted.

A regularly appointed teacher appointed to such position who returns to the school system within one school year or at the beginning of the next semester after the expiration of one year after the leave begins shall be returned to his 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.

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 posi-

tion in the area of his certification in accordance with the faculty integration plan, but shall not have the right to return to his original school.

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

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

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

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

**1-17.1.** The names of all school delegates of the UNION

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

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

**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.

The masculine shall include the feminine.

## **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 grievances by oral interview between the complainant or the school delegate and the principal before differences become formalized as grievances.

**3-1.2.** Any complainant or the UNION may present a grievance in writing to the principal within 60 school days after the occurrence of the event giving rise to the alleged violation, or within 60 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.

**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 his 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.

**3-2. District Superintendent's Review.** Within 15 school days after receiving the decision of the principal, the complainant, through the UNION, may appeal from the decision made at the school level to the appropriate district superintendent. The appeal shall be in writing and shall set forth specifi-

cally the act, the condition, and the grounds on which the appeal is based and a copy of any decision made. A copy of said appeal shall be filed with the principal. The district superintendent to whom appeal is made shall meet with the parties concerned in the grievance within 10 school days. The complainant, the school delegate, and the UNION shall be given at least two school days' notice of the conference. At this conference the district superintendent shall make an effort to adjust the matter to the satisfaction of all concerned. The district superintendent to whom appeal has been made shall make a written decision, supported by the reasons therefore, and communicate the same to the complainant, the UNION, the principal, and the Office of Employee Relations within five school days after the completion of the conference.

**3-2.1. Procedures for Grievances under Article 28-2 (Maximum Class Size).** Within 20 school days after receiving the decision of the principal on a grievance based solely on an alleged violation of Article 28-2, or Article 28-3, or Article 28-4, the complainant, through the UNION, may appeal to the General Superintendent of Schools through the Office of Employee Relations. Said appeal shall be processed in accordance with the provisions of Article 3-3. A copy of said appeal shall also be filed with the appropriate district superintendent. The General Superintendent or his 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. The decision of the General Superintendent of Schools may be appealed in accordance with Article 3-4.

**3-3. General Superintendent's Review.** Within 15 school days after receiving the decision of the district superintendent, 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 his 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.

**3-4. Board of Education Review.** Within 25 school days after receiving the decision of the General Superintendent, the complainant, through the UNION, may appeal to the BOARD from the decision of the General Superintendent. Copies of the grievance, the appeal, and any decisions rendered shall be forwarded to the BOARD with the request for review.

The BOARD or a committee thereof shall meet within 15 school days with the concerned parties who will be given two school days' notice of the time and place of the meeting. The BOARD shall make a written decision and communicate the same to the parties involved within 15 school days after completion of the hearing.

**3-5. Arbitration.** Within 10 school days, the UNION only may appeal from the decision of the BOARD under paragraph 3-4 above to the American Arbitration Association for arbitration under its rules. The arbitrator shall hold a hearing within 20 days of his 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 his 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 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 10 school days.

Within 30 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 his 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 the Board of Education in accordance with Article 3-4 and subsequently to arbitration under Article 3-5.

### **3-7. General Provisions.**

**3-7.1.** The UNION may initiate or appeal a grievance at any step of this procedure. All decisions below the level of the BOARD shall be subject to review and reconsideration by the General Superintendent. Such review shall be initiated by the General Superintendent or his 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 of his own choosing 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 own behalf as an individual through the Board of Education Review (Article 3-4) and submit suggestions to the BOARD as an individual.

**3-7.3. Appearance and Representation.** Conferences held under this grievance procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses. The UNION shall have the right to be present at each stage of the grievance procedure and to present its views and introduce evidence. Every effort shall be made to hold such conferences during the school day and when held

during the school day all participants shall be entitled to attend without loss of pay.

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

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

**3-7.5. Investigation of Grievances.** The school Union delegate or Union designee shall be allowed reasonable time by the principal during the school day to investigate grievances. In the event clarification is necessary as to what constitutes reasonable time, the assistant superintendent for employee relations, after consultation with the UNION, shall make the final determination. The President of the UNION or his 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 **Chicago Mastery Learning Reading Program.**

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

**4-3.** The principal shall have at his disposal pertinent information from the kindergarten teacher and 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 continuous development program shall be placed on the transfer of each student.

**4-5.** Applications for birth certificates shall be available for parents in each school so that the **Board Rule** requiring presentation of birth certificate at the time of registration can be more easily implemented.

**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 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 **Educational Catalog of Commodities**. 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 his pupils from the current **Educational Catalog of Commodities**. 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 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

his 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.

**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. conference 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 principals, to the community of the restructured school day (closed campus) in the elementary schools, a secret ballot vote of all classroom teachers will be conducted no more than once each school year or at the normal reorganization cycle. The procedures for conducting such a vote shall be mutually agreed upon between the principal and the school delegate.

Sixty-seven percent of the classroom teachers voting shall approve the adoption of the 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 and teacher 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, composed of teachers appointed by the principal, shall be established in each elementary school. Said textbook committees shall present written recommendations to the principal concerning which basal and co-basal reading series on the approved Elementary Language Arts and Reading List are considered most appropriate for use in that school.

**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.

**4-20.** If a school is organized on a departmental basis, said departmental classes shall begin on or before the second Wednesday following the opening of the school year unless precluded by the unavailability of teachers with the required subject skills.

## **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 room with his class ready to teach at the time designated on his 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 teachers' school day shall be shortened an equal number of minutes.

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

Prior to March 1, each department chairman shall submit written recommendations to the principal or his 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 aids.

**6-8.** The chorus room and instrumental rooms shall be made available to the instructor during his 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 himself or through his department chairman, 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 his 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 **Educational Catalog of Commodities**.

On or before a specific date to be established at each high school, each subject teacher may submit, in writing, to the principal or his designee, a suggested list of supplies for his pupils from the current **Educational Catalog of Commodities**. 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

**6-19.** 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 his 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 Referenced Tests in the high schools.

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

### **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 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 he 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 an-

nual 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, 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 his regular assignment covered by a substitute truant officer.

**9-1.6.** Application for transfer to the vacancies, which the Bureau of School Attendance will announce at least twice a year, shall be made in accordance with directions given with the announcement.

**9-1.7.** All other things being equal, seniority will be considered in the selection of officers seeking transfer to an announced vacancy. 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.

**9-1.8.** 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 schools 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 he is assigned 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 procedure 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.

**9-2. 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 departure 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 procedures take 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 her service. 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 services of the library assistant within a period of four weeks after the date of the unsatisfactory notice continue to be unsatisfactory, the principal sends a letter to the director of career service personnel notifying him 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 her 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. School Clerks.**

**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 he 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 her name 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 to a

school of her choice, 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 her 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 to a school of her choice 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 she 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 clerks' 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 her regular working hours unless security is provided in her 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 procedures take 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 her 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 services of the school clerk within a period of four weeks after the date of the unsatisfactory notice continue to be unsatisfactory, the principal sends a letter to the director of career service personnel notifying him 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 her 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 she is eligible except that said school clerk shall not displace a clerk who is next for the position on the transfer list who has greater seniority in the school system. (Service prior to resignation is not con-

sidered.) Said school clerk may apply immediately for transfer to her former school where her name precedes those of all other applicants on the transfer list. If a vacancy occurs at her 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 her 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.

#### **9-4. 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 he 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, 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.** Payroll checks shall be sent to teacher aides in the schools to which they are assigned.

**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 that 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 overstaffed 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 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 his name 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 his application from any school will not be eligible to apply for additional schools for 10 months from the 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 he is presently on the transfer list of three schools.

It is understood that upon transfer to a school outside of his former cluster section a teacher aide is placed at the bottom of the seniority list in the new cluster section but said teacher aide shall retain his original assignment date for salary purposes. It is further understood and agreed 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 his 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 services of the teacher aide within a period of four weeks after the date of the unsatisfactory notice continues to be unsatisfactory, the principal sends a letter to the director of career service personnel notifying him 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 his 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 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 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 his assigned classroom under the supervision of a teacher aide unless said teacher has received the approval of the principal or his designee.

**9-5.8.** The Bureau of Career Service Personnel shall post a list of all true teacher aide vacancies existing in each area 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. General Provisions.**

**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 of-

ficial 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 he 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.

**9-7. 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 his 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 services of the school community representative within a period of four weeks after the date of the unsatisfactory notice continue to be unsatisfactory, the principal sends a letter to the director of career service personnel notifying him 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 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 community representative. If this is his 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.** A joint BOARD-UNION committee shall be established under the provisions of Article 45 -1 to review the existing guidelines for school community representatives.

## **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 and upper grade center, 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.

## **ARTICLE 13—EXTRACURRICULAR PERSONNEL**

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

**13-1.1.** A high school teacher appointed by the principal as the adviser 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, he 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

\* Applies only to Washburne evening school teachers.

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 his 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 his 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 he has passed the swimming requirements 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 chairman and the Board of Control Representative and a representative from the non-sports extracurricular program at each high school shall present a complete report to the local school principal recommending parental permission procedures for in-school and after-school clubs and extracurricular activities.

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

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

#### **ARTICLE 14—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-librarians.

**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 chairman, and such chairman shall attend all school department chairman 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, he shall be assigned no duties outside of those resulting directly from his 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.

## **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, he 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 his 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 director of recreational services 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 director of recreational services shall be supplied with an agenda of the items the committee wishes to cover at least 24 hours before any meeting is to take place. The director of recreational services 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 24 hours prior to the meeting.

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

**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 ac-

ording 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.

No playground teacher shall be transferred without the 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 Teacher Personnel. The final decision as to the transfer shall be made by the General Superintendent of Schools.

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.

**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 draftsman senior level or above, or journeyman craftsman 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 draftsman senior level or above, or journeyman craftsman 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-directive 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-directive 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-directive 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 1982-83 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 himself or for other pupils enrolled in the class, the shop teacher or home economics laboratory teacher shall immediately notify the principal or his designee, requesting exclusion of that pupil, stating in writing the reasons therefore.

Upon receipt of written directions from the principal or his 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 his 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 6-¾ 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, but the final decision

as to the transfer shall be made by the General Superintendent of Schools based on the needs of the pupils.

A supernumerary school psychologist shall have the right to transfer directly from an overstaffed district to any vacancy for which he is certified except that he shall not displace a person who is next for the position on the transfer list who has greater seniority in the school system, and he shall also have the first right to return to his original district. The final decision as to the transfer shall be made by the General Superintendent of Schools based upon the needs of the schools.

**19-5.** Psychologists employed under the 75-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.** Each semester the Bureau of Teacher Personnel shall make available to school social workers 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 General Superintendent of Schools based on the needs of the pupils.

A supernumerary school social worker shall have the right to transfer directly from an overstaffed district to any vacancy for which he is certified except that he shall not displace a person who is next for the position on the transfer list who has greater seniority in the school system, and he shall also have the first right to return to his original district. The final decision as to the transfer shall be made by the General Superintendent of Schools based upon the needs of the schools.

## **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 his 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, 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 **Educational Catalog of Commodities**.

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 his designee a suggested list of supplies for his pupils from the current **Educational Catalog of Commodities**. 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.

**21-2.3.** A committee shall be activated to plan the development of a curriculum guide for deaf education. The UNION shall have one representative for each 10 committee representatives.

## **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 makes 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 request an individual psychological examination for a student in his class at any time he 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 new 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:

- 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 1981-1982 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.**

**21-4.1.** Experience in social adjustment schools or classes as an FTB substitute or as a certified teacher employed as a summer substitute shall be counted as valid experience for employment in any social adjustment school or class.

#### **21-5. Speech Therapists.**

**21-5.1.** Each semester the Department of Special Education shall make available to speech therapists 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 General Superintendent based upon the needs of the schools. 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 have the right to transfer directly from an overstaffed district to any vacancy for which he is certified except that he shall not displace a person who is next for the position on the transfer list who has

greater seniority in the school system, and he shall also have the first right to return to his original district. The final decision as to the transfer shall be made by the General Superintendent of Schools based upon the needs of the schools.

**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 classrooms.

**21-6.2.** The UNION shall select three members to continue to serve on a staff committee appointed by the General Superintendent to conduct a study for the development of a vocational training program for blind and partially seeing students.

**21-6.3.** 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. Teachers In Behavior Disordered - E.R.A. Programs.**

**21-7.1.** One city-wide in-service meeting per year for

Master 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 disabilities class shall request a staffing conference and possible re-examination for a pupil in his class whenever he believes re-evaluation is necessary. Said request shall be made in strict accordance with established procedures.

**21-9. Physical Therapists.**

**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 subsection related to the special education support services of teacher certificated physical therapists when said subsection 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 temporary certified 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 FTB by the Department of Personnel provided the certificate area requirements are met.

If a vacancy is filled by a temporary certified 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 certificate 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, 75 day pensioners, regularly certificated teachers who have waived regular appointment, temporarily certificated teachers who have refused an assignment as a full-time-basis (FTB) teacher, nor teachers who do not hold the appropriate certificate or do not have off-certificate approval from the Board of Examiners 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) are 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 his 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, 1981, to enhance and maintain the goals of the Plan.

**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 1983 summer school session within ten school days after the date summer school assignments are made under the provisions of Article 24-1.2 and 24-2 of this Agreement.

**24-2.** 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, preference 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 1982-83 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.

#### **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 career 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 General Superintendent of Schools based upon the needs of the schools.

**26-2.** A supernumerary school nurse shall have the right to transfer directly from an overstaffed district to any vacancy for which he is certified except that he shall not displace a person who is next for the position on the transfer list who has greater seniority in the school system, and he shall also have the first right to return to his original district. The final decision as to the transfer shall be made by the General Superintendent of Schools based upon the needs of the schools.

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

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

Effective September 6, 1976, all newly appointed school nurses and all provisional and temporarily certificated school nurses shall be employed on a 10-school-month (39 week) basis. All school nurses currently employed on a 12-school-month (47 week) basis shall be given the opportunity to convert to a 10-school-month (39 week) basis. Election to convert shall be final and cannot subsequently be changed at the request of the employee.

Employment of 10-school-month school nurses beyond 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 his 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.

## **ARTICLE 27—CLASS COVERAGE**

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

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

**27-1.1.** Effective September 9, 1982, for the 1982-83 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 1982-83 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 the final day of the 1982-1983 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 9, 1982 and November 1, 1982. The number of day-to-day substitutes in the Cadre shall not fall below 750 after November 1, 1982. 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 \$55.36 per day during the 1982-1983 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 his 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 non-teaching certificated personnel have been assigned.

**27-2.1.** Teachers shall report their anticipated absences to the substitute center as early as possible in order to enable substitute teachers to arrive in the school before the beginning time of the teachers' work day.

**27-3.** The BOARD agrees, in principle, that teachers, during their duty-free professional preparation periods shall not be requested to take the class of an absent teacher. Effective October 29, 1979, whenever a teacher's duty-free professional preparation period is 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. Maximum Class Sizes.**

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

**i.** Elementary schools and vocational guidance centers

**A.** Staffing

29 at the kindergarten level

29 at the primary level

32 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 32 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 14-18 students shall be included in the primary membership

b. the total number of primary students shall be divided by 29 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 29, 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:

28-30 in kindergarten classes

28-30 in primary grade classes

31-33 in intermediate classes, 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 instruc-

tional load of the classroom teachers. Said additional teachers may not be used primarily for:

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

3. All schools 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

## 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

- \* 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.

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 sizes 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, 1976, 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.

Art	31
General Music	34
Physical Education	40

**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.

#### **ARTICLE 29—CURRICULUM GUIDE AND TEXTBOOK EVALUATION COMMITTEES**

**29-1.** On each curriculum guide committee and textbook evaluation committee, the UNION shall have one representa-

tive 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 his 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 his designee, and upon receipt of written instruction of where the pupil is to be sent, which the principal or his 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 his 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 his 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 his 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 his 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 his designee. If the teacher or teachers involved and the principal or his 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 his designee, and the teacher will take the necessary steps to continue the diagnostic review with the appropriate members of staff to attempt to determine the basic cause of the pupil's behavioral problem and the corrective measures to be taken.

**30-4.** Principals, or their designee, shall notify the police in case of serious school-related offenses including, but not limited to, extortion, possession of narcotics, possession of alcohol, arson or attempted arson, serious theft, serious vandalism, false reports of fire or bombs, possession or use of weapons, assault on an employee and reported instances of trespassing. Trespassing is defined as presence without invitation or consent of one in legal possession of the property.

**30-5.** A continuous record of discipline cases shall be maintained by the principal or his designee and shall be available in the school office for use by the assistant principal, the pupil's classroom teachers, counselor, adjustment teacher, 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 his legal rights, and he 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 his 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 his 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 certificates.

**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 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.

**32-1.1(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 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 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 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 provi-

sions 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.

### **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, he 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 he occupied 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 his parent, spouse, child, brother or sister, such employee shall be paid his 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 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 exercise shall be limited to one day.

**33-5.1.** When a teacher or other bargaining unit member applies for a leave under the provisions of **Board Rule 4-32**, pertaining to leave to attend conferences, the application shall be accompanied by a self-addressed, 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. During the first consecutive five school months of maternity leave the teacher's position shall be held

open. Upon the expiration of such period of time, if the teacher thereafter remains on maternity leave, her 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 equal in rank with her former position and shall be placed at the top of the transfer list to return to her former school if she so 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 week of the following term, provided said teacher applies 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 (hereinafter referred to as "teacher") 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 for a period of time not to exceed five successive school months beyond the date such leave becomes effective. Such leave shall be without pay. During the period of five successive school months of paternity leave, the teacher's position shall be held open. Upon the expiration of such period of time, if the teacher thereafter does not return, his position shall be declared vacant. Paternity leave may be terminated before the expiration of five successive school months upon the 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**.

**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 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 for the period of time that her attending physician certifies that she is unable to work due to her pregnancy. A teacher so employed as a day-to-day substitute will not be permitted to count such employment to extend her 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 he 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, he 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.

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.

**33-8.** Effective September 1, 1979, the number of unused sick leave days permitted to accumulate to the credit of a teacher or other bargaining unit member shall be 224. The total number of unused sick days shall appear on the salary check stubs of all bargaining unit members.

**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 his control, each teacher who has been absent shall notify his principal of his intended return by 2:30 p.m. of the day prior to said return.

**33-11.** Supervisors, consultants, and coordinators may be granted leaves of absence for resident study, travel, or other purposes designed to improve the services of the supervisors, consultants, and coordinators to the school system, subject to the requirements of Section 4-36 of the **Board Rules.**

**33-12.** Any member of the bargaining unit resigning or leaving the system for any reason, who has exhausted his 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 his last salary check adjusted for the overpaid days.

#### **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, he shall be permitted to examine his 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.

**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 his service in the Chicago public school system for inclusion in the teacher's personnel file.

**34-5.2.** Teachers or other members of the bargaining unit summoned to the Office of the Assistant Superintendent for Personnel or his 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.

**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 his 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.

### **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.

**36-2.** 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.

**36-3.** In accordance with the provisions of the **School Code of Illinois**, salary schedules and compensatory remuneration provisions in the 1982-83 Agreement shall be subject to the terms, provisions, and conditions of the appropriations therefor contained in the fiscal 1982-83 annual and supplemental school budgets for the school year 1982-83.

**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 employees 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, demands, actions, complaints, suits, assessments and deficiencies or other 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 1983. 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.

**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.** The BOARD agrees to request the Department of Personnel - City of Chicago to review the career service longevity schedule in response to the UNION's request for compression of said schedule.

### **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.

**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 his death, the spouse or estate of the deceased shall be entitled to apply for pay equivalent to 50% of his 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 in order of their standing on the eligible list.

On or before February 1, 1978, in accordance with the foregoing procedure, the Bureau of Teacher Personnel shall appoint to true vacancies teachers presently on eligibility lists. 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.

**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 be placed at the end of his eligible list. This procedure shall continue as long as his certificate remains valid.

**38-4.** The Bureau of Teacher Personnel shall post and maintain current eligibility lists of teachers by certificate who have been certified 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 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, 1979, 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.

**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 and 39-4.2 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 those teachers who are on their three-year probationary period. He shall not grade other regularly certificated teachers whose work is satisfactory or better until he has served in that school at least five months.

#### **39-4. Efficiency Rating Procedures.**

**39-4.1.** Whenever, in the opinion of the principal, the service of a regularly certificated 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 conference at a place insuring privacy, states the reasons for the unsatisfactory rating and offers suggestions and assistance to the teacher for improving his services.
- b) The principal sends three copies of the E-1 notice to the district superintendent, one for his file, one to be forwarded to the deputy superintendent - field services, 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 him at a place insuring privacy. The district superintendent also visits the teacher. Following each conference, written suggestions are made to the teacher for improving his 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 his 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.** In the case of an unsatisfactory full-time-basis substitute (FTB), the following procedure shall be followed in making such a rating:

- a) Whenever the principal of a school is of the opinion that the services of an FTB are unsatisfactory, he 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 him in a teaching situation, and confer with him in a place insuring privacy, to offer assistance in improving his service.

If the principal feels that the work of the teacher is still unsatisfactory, after at least 15 school days following the issuance of the notice of unsatisfactory service, he shall notify the Department of Personnel. The principal shall give the teacher a written memo, induplicate, which will verify that the teacher was visited and that a conference was held. The teacher shall initial the memo and return one of the copies to the principal.

- c) The Department of Personnel shall schedule a conference with the FTB teacher to inform him that he has received an unsatisfactory rating and give him positive suggestions for improvement. If this is his first unsatisfactory rating, the Department of Personnel may consider transfer to another teaching situation.

**39-4.3.** 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 such teacher to give him a written copy of the reasons for the unsatisfactory rating, discuss the reasons, and to give him positive suggestions for improvement.

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

**39-4.4.** 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.** Whenever, in the opinion of the principal, it appears that the efficiency grade of a regularly appointed 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 efficiency and may maintain his 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.

**39-6.** Whenever, in the opinion of the principal, it appears that the efficiency grade of a regularly appointed 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 his 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. Where administratively possible in upper grade centers, a teacher shall have only two double-period subjects, such as shop or laboratory classes, programmed consecutively.

**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.** Each cooperative vocational education teacher shall confer with the principal or his 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 his 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 educa-

tion 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.

**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. Teachers returning from sick leave shall notify, in writing, each principal of a school to which transfer has been requested that he 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, 1983, when assignments are made for September 5, 1983, assignments shall first be made from the transfer list if following said transfer, both the receiv-

ing 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 name on the transfer list of his former school on or before February 1, 1978. Said teacher shall be transferred to any true vacancy at his former school which is appropriate to his 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 name on the transfer list of his former school on or before February 1, 1982. Said teacher shall be transferred to any true vacancy at his former school which is appropriate to his 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 teacher 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 Notice of Unsatisfactory Teaching Service to apply for voluntary transfer to enhance the integration of faculties.

**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. Transfer-on-loan schools shall be indicated on the list by an asterisk.

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 teaching certificate level, and not by the length of service in the school in which the supernumerary position occurs. Service previous to a resignation is not considered.

Teachers who become supernumerary shall select from all vacancies where they shall further enhance or maintain 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 their selections will assure that the racial composition, experience, and educational training of the schools

selected will more nearly approach the system-wide proportions.

A supernumerary teacher shall have the first right to return to his original school provided he makes application at the time of his supernumerary conference, 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.

Whenever it is not possible to transfer a supernumerary in accordance with the supernumerary policy, such teacher will be administratively transferred to the position of the most recent appointment for which he is certified.

The displaced teacher shall be placed on a Reinstatement Eligibility List to be reappointed as soon as a vacancy in his area of certification occurs.

While on a Reinstatement Eligibility List he shall be given preference in filling any unassigned position which is appropriate to his certificate.

#### **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 pay by proxy, provided, however, that said full-time-basis (FTB) substitute teacher or provisionally certified career service employee has returned to his 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.

Vacation pay shall be computed on the basis of the following formula:

- a. Christmas recess pay for 1982 shall be computed from the number of days an employee was on the payroll from May 3, 1982 through November 26, 1982, according to the following formula.

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

Spring vacation pay for 1983 shall be computed from November 27, 1982 through April 22, 1983, 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 his 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.

Eligible day-to-day or cadre substitute teachers 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 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.

## **ARTICLE 44—GENERAL PROVISIONS**

**44-1.** Proposals seeking Federal and State funds for specific programs shall be written in compliance with the applicable provisions of this Agreement.

**44-2.** Teachers or other bargaining unit members required to attend in-service training programs outside their regularly scheduled hours shall be paid at their regular rate of salary.

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

**44-4.** It is the objective of the BOARD that all schools be provided with washrooms and rest areas for men and women teachers that are private, clean, and comfortable.

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

**44-6.** Final action or decisions made at faculty meetings shall be posted on school bulletin boards or published in the school's daily or weekly bulletin.

**44-7.** The Agreement shall be reproduced by the UNION with \$4,990 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.

**44-10. 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.

**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 audio-visual 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 Articles 4-12, 4-13, 4-14, and 4-15 of this Agreement shall be applicable to the middle schools.

**44-22.** In situations over which the school system has no control, the UNION agrees to cooperate with the school administration in implementing workable solutions.

To combat situations over which the school system has no control, the UNION agrees to identify and train certain of its staff members so that in instances where serious school disruption presents 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 Examination 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 certificate 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 an FTB (Full-Time-Basis Substitute) 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 his 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.

**44-29.** Effective January 1972, the parties agree that the schools shall be closed on January 15, the birthday of Dr.

Martin Luther King, Jr., when said birth date occurs on a day when schools are in session. Members of the bargaining unit employed on a full-time basis shall be granted full basic pay for such a holiday provided they work either the day before or the day after such holiday or are receiving sick pay. No salary shall be paid for such holiday where such bargaining unit member's first day of appointment to duty falls on the day after the holiday.

When such holiday falls on Sunday, the Monday next following shall be held and considered such holiday.

**44-30.** The provisions of Article 4-12 shall be applicable to the education and vocational guidance centers and middle schools.

**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.** Teachers or other members of the bargaining unit employed on a 39-week basis shall neither work or be paid for one day of the 1982-83 school year. Teachers or other members of the bargaining unit employed on a 43, 47, or 52 week basis shall neither work or be paid for two days of the 1982-83 school year. Said days shall be designated by the BOARD.

**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 instruc-

tional 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 **Educational Catalog of Commodities**. 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 his pupils from the current **Educational Catalog of Commodities**. 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 his residence or telephone number, each member of the bargaining unit shall give written notice to his 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.** The BOARD agrees to review the present first-aid policies with the view of including a section related to obstetrical emergencies.

**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 overage under-achievers.

**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 consultation, 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 his 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.

**44-48.** A special class size study committee shall be established immediately, consisting of an equal number of members appointed by the General Superintendent of Schools and the UNION, respectively, to review the maximum class size program as it now operates, and consider modifications. Any modification recommended by the Committee may be adopted only by mutual agreement of the BOARD and the UNION.

#### **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. The General Superinten-

dent will communicate to each committee his 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 continue to review the guidelines and duties of school nurses in order to explore an expanded role for school nurses.

**45-4.** A joint BOARD-UNION committee shall be established under the provisions of Article 45-1 of this Agreement to review the Behavior Disorder Teacher Handbook entitled "The Helping Hand" (working draft — 1980).

**45-5.** A joint BOARD-UNION committee shall be established in accordance with the provisions of Article 45-1 of this Agreement to review the mathematics program in the high schools with major emphasis on the utilization of innovative materials and the improvement of instructional methods in those areas where student progress is lowest.

**45-6.** A joint BOARD-UNION committee shall be established under the provisions of Article 45-1 of this Agreement to review the guidelines and duties of counselors outlined in the **Handbook for Counselors** (1963 Ed.).

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

**45-7.** A joint BOARD-UNION committee shall be established in accordance with the provisions of Article 45-1 to review the Chicago Mastery Learning Reading Program and to evaluate the various facets and the attendant components of the Chicago Mastery Learning Reading Program. The meetings shall be held at least bi-monthly.

Membership of this committee shall not exceed five from the BOARD and five from the UNION.

**45-8.** A joint BOARD-UNION committee shall be established

under the provisions of Article 45-1 of this Agreement to review the vocational home economics program and to discuss requirements to teach in other disciplines.

**45-9.** 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.

**45-10.** A joint BOARD-UNION committee shall be established under the provisions of Article 45-1 of this Agreement to study and obtain all pertinent information about present health care plans and to explore alternative health care plans with a view to a possible reduction in cost. Membership of the committee shall be limited to two from the BOARD and two officers from the UNION.

**45-11.** 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.

**45-12.** 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.

#### **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 assigned teachers to apply for transfers to schools with faculties with 80 percent or more of a different racial group.
- 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 Articles 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 a sole and exclusive bargaining agency shall continue through the term of this collective bargaining Agreement between the BOARD and the UNION, provided, however, that, no sooner than 90 days nor later than 60 days prior to the expiration date of this Agreement, the BOARD or any employee organization may request a new determination as to the majority status of the UNION. Such request may be made by the BOARD if it has received written notice from at least 50 percent of the employees in the bargaining unit, as defined in Article 1, Paragraph 1-1, of this Agreement, stating that they no longer desire to be represented for the purposes of collective bargaining by the UNION. Such request may be made by any employee organization by submitting to the BOARD the signatures of at least 50 percent of the employees in the bargaining unit, as defined in Article 1, Paragraph 1-1, of this Agreement, authorizing and designating it to represent the employees as the sole and exclusive bargaining agency for the purpose of collective bargaining. To be valid, signatures must be no more than six months old.

**48-2.** Within 10 days of the timely receipt of such requests by the BOARD, the BOARD will meet with the UNION and with the petitioning organization, if any, for the purpose of determining and certifying the validity of the signatures; establishing the rules, date, time, and conduct of a secret ballot election; establishing the responsibility for paying the costs; and certifying the results of such election. The election shall be decided by a majority of those voting.

## ARTICLE 49—CONCLUSION

**49-1.** This Agreement shall be effective as of September 1, 1982, and shall remain in effect until August 31, 1983. Negotiations for a subsequent Agreement will commence no later than May 1, 1983, upon written request of either party filed two weeks before this date. The Chicago Teachers Union shall submit its proposals at least 30 days prior to the commencement of negotiations.

**49-2.** In the event either party wishes to modify or amend this Agreement, written notice thereof shall be given to the other party at least 20 days prior to the consideration of said modification or amendment and, if said modification or amendment is thereafter mutually agreed upon, this Agreement will be so amended.

**49-3.** Neither the BOARD and its representatives nor the UNION and the members of the bargaining unit shall take any action violative of or inconsistent with any provision of this Agreement. The parties agree that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement. All terms and conditions of employment for future years, including without limitation, salaries, benefits, pension pick-up and staffing formulae, are the subject of negotiation for those years.

In accordance with paragraph 34A-405(b) of the School Code and regulation 80-3-1, of the School Finance Authority, this Agreement shall not be legally binding on the Board of Education of the City of Chicago unless and until it has been approved by the School Finance Authority.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their Presidents and attested by their Secretaries this fifteenth day of December, A.D., 1982.

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

By (s) Raul Villalobos  
President

Attest:

(s) Thomas Corcoran  
Secretary

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

By (s) Robert M. Healey  
President

Attest:

(s) Rochelle D. Hart  
Secretary

Board Authority:

Board Report No. 82-250-3  
December 15, 1982

**CHICAGO PUBLIC SCHOOLS**  
**Salary Schedule for Regularly Appointed Teachers — Elementary and Secondary Education**

**Effective September 5, 1982**

**1A.** Basic schedule of school month salaries and annual\* salaries based upon a 6-hour day during regular school term of 39 weeks for regularly appointed members of the teaching staff holding regular certificates, elementary, high school, trade, and vocational.

Steps Years of Service	LANE I		LANE II		LANE III		LANE IV	
	Bachelor's Degree		Master's Degree		Master's plus 36 Semester Hours of Approved Graduate Credit		Ph.D. or Ed.D.	
1st year	\$1,343.42	(13,770)	\$1,456.10	(14,925)	\$1,550.92	(15,897)	\$1,625.76	(16,664)
2nd year	1,459.32	(14,958)	1,572.00	(16,113)	1,666.82	(17,085)	1,741.66	(17,852)
3rd year	1,575.22	(16,146)	1,687.90	(17,301)	1,782.74	(18,273)	1,857.56	(19,040)
4th year	1,733.26	(17,766)	1,845.96	(18,921)	1,940.78	(19,893)	2,015.60	(20,660)
5th year	1,812.30	(18,576)	1,924.98	(19,731)	2,019.80	(20,703)	2,094.64	(21,470)
6th year	1,891.32	(19,386)	2,004.00	(20,541)	2,098.82	(21,513)	2,173.66	(22,280)
7th year	1,970.34	(20,196)	2,083.02	(21,351)	2,177.86	(22,323)	2,252.68	(23,090)
8th year	2,049.36	(21,006)	2,162.04	(22,161)	2,256.88	(23,133)	2,331.70	(23,900)
9th year	2,128.40	(21,816)	2,243.70	(22,998)	2,338.54	(23,970)	2,410.74	(24,710)
10th year	2,210.04	(22,653)	2,325.36	(23,835)	2,420.20	(24,807)	2,489.76	(25,520)
11th year	2,291.70	(23,490)	2,407.02	(24,672)	2,501.86	(25,644)	2,568.78	(26,330)
12th year	2,365.46	(24,246)	2,478.14	(25,401)	2,572.98	(26,373)	2,647.80	(27,140)
13th year	2,433.96	(24,948)	2,546.64	(26,103)	2,641.46	(27,075)	2,718.44	(27,864)
14th year	2,497.18	(25,596)	2,609.86	(26,751)	2,704.68	(27,723)	2,790.04	(28,598)
15th year and thereafter	2,549.86	(26,136)	2,671.02	(27,378)	2,779.02	(28,485)	2,855.42	(29,268)

\* The annual salary, which has been rounded to the nearest dollar, is indicated in parenthesis, ( ), and includes the payment of ten days of vacation so that it is based upon 41 weeks of pay for 39 weeks of employment.

**CHICAGO PUBLIC SCHOOLS**  
**Salary Schedule for Regularly Appointed Teachers — Elementary and Secondary Education**

Effective September 5, 1982

1B. Basic schedule of school month salaries and annual\* salaries based upon a 6-hour day during regular school term of 43 weeks for regularly appointed members of the teaching staff holding regular certificates, elementary, high school, trade, and vocational.

Steps Years of Service	LANE I		LANE II		LANE III		LANE IV	
	Bachelor's Degree	(15,082)	Master's Degree	(16,346)	Master's plus 36 Semester Hours of Approved Graduate Credit	(17,410)	Ph.D. or Ed.D.	(18,250)
1st year	\$1,340.60	(15,082)	\$1,453.02	(16,346)	\$1,547.58	(17,410)	\$1,622.24	(18,250)
2nd year	1,456.24	(16,383)	1,568.64	(17,647)	1,663.28	(18,712)	1,737.96	(19,552)
3rd year	1,571.90	(17,684)	1,684.30	(18,948)	1,778.96	(20,013)	1,853.60	(20,853)
4th year	1,729.56	(19,458)	1,842.02	(20,723)	1,936.64	(21,787)	2,011.32	(22,627)
5th year	1,808.42	(20,345)	1,920.90	(21,610)	2,015.50	(22,674)	2,090.20	(23,515)
6th year	1,887.34	(21,233)	1,999.76	(22,497)	2,094.38	(23,562)	2,169.02	(24,401)
7th year	1,966.20	(22,120)	2,078.56	(23,384)	2,173.22	(24,449)	2,247.88	(25,289)
8th year	2,045.00	(23,006)	2,157.46	(24,271)	2,252.10	(25,336)	2,326.80	(26,177)
9th year	2,123.88	(23,894)	2,236.96	(25,188)	2,333.58	(26,253)	2,405.64	(27,063)
10th year	2,205.36	(24,810)	2,320.44	(26,105)	2,415.06	(27,169)	2,484.44	(27,950)
11th year	2,286.90	(25,728)	2,401.96	(27,022)	2,496.52	(27,782)	2,563.34	(28,838)
12th year	2,360.42	(26,555)	2,472.92	(27,820)	2,567.52	(28,886)	2,642.18	(29,725)
13th year	2,428.78	(27,324)	2,541.20	(28,589)	2,635.86	(29,653)	2,712.66	(30,517)
14th year	2,491.90	(28,034)	2,604.26	(29,298)	2,698.92	(30,363)	2,784.12	(31,321)
15th year and thereafter	2,544.44	(28,625)	2,665.38	(29,966)	2,773.12	(31,198)	2,849.34	(32,055)

\* The annual salary, which has been rounded to the nearest dollar, is indicated in parenthesis, ( ), and includes the payment of ten days of vacation so that it is based upon 45 weeks of pay for 43 weeks of employment.

**CHICAGO PUBLIC SCHOOLS**  
**Salary Schedule for Regularly Appointed Teachers — Elementary and Secondary Education**

Effective September 5, 1982

1C. Basic schedule of school month salaries and annual\* salaries based upon a 6-hour day during regular school term of 47 weeks for regularly appointed members of the teaching staff holding regular certificates, elementary, high school, trade, and vocational.

Steps Years of Service	LANE I		LANE II		LANE III		LANE IV	
	Bachelor's Degree		Master's Degree		Master's plus 36 Semester Hours of Approved Graduate Credit		Ph.D. or Ed.D.	
1st year	\$1,338.22	(16,393)	\$1,450.38	(17,767)	\$1,544.82	(18,924)	\$1,619.38	(19,837)
2nd year	1,453.64	(17,807)	1,565.88	(19,182)	1,660.32	(20,339)	1,734.90	(21,253)
3rd year	1,569.08	(19,221)	1,681.36	(20,597)	1,775.78	(21,753)	1,850.30	(22,666)
4th year	1,726.50	(21,150)	1,838.78	(22,525)	1,933.18	(23,681)	2,007.76	(24,595)
5th year	1,805.24	(22,114)	1,917.48	(23,489)	2,011.92	(24,646)	2,086.46	(25,559)
6th year	1,884.02	(23,079)	1,996.18	(24,453)	2,090.64	(25,610)	2,165.18	(26,523)
7th year	1,962.72	(24,043)	2,074.90	(25,418)	2,169.36	(26,575)	2,243.86	(27,487)
8th year	2,041.40	(25,007)	2,153.62	(26,382)	2,248.08	(27,539)	2,322.68	(28,453)
9th year	2,120.14	(25,972)	2,234.98	(27,379)	2,329.46	(28,536)	2,401.34	(29,416)
10th year	2,201.42	(26,967)	2,316.34	(28,375)	2,410.78	(29,532)	2,480.06	(30,381)
11th year	2,282.84	(27,965)	2,397.62	(29,371)	2,492.10	(30,528)	2,558.78	(31,345)
12th year	2,356.22	(28,864)	2,468.48	(30,239)	2,562.96	(31,396)	2,637.48	(32,309)
13th year	2,424.52	(29,700)	2,536.74	(31,075)	2,631.22	(32,232)	2,707.86	(33,171)
14th year	2,487.48	(30,472)	2,599.66	(31,846)	2,694.14	(33,003)	2,779.20	(34,045)
15th year and thereafter	2,539.90	(31,114)	2,660.62	(32,593)	2,766.20	(33,910)	2,844.30	(34,843)

\* The annual salary, which has been rounded to the nearest dollar, is indicated in parenthesis, ( ), and includes the payment of ten days of vacation so that it is based upon 49 weeks of pay for 47 weeks of employment.

**CHICAGO PUBLIC SCHOOLS**  
**Salary Schedule for Regularly Appointed Teachers — Elementary and Secondary Education**  
**Effective September 5, 1982**

1D. Basic schedule of school month salaries and annual\* salaries based upon a 6-hour day during term of 52 weeks for regularly appointed members of the teaching staff holding regular certificates, elementary, high school, trade, and vocational.

Steps Years of Service	LANE I		LANE II		LANE III		LANE IV	
	Bachelor's Degree	Master's Degree	Bachelor's Degree	Master's Degree	Master's plus 36 Semester Hours of Approved Graduate Credit	Ph.D. or Ed.D.	Ph.D. or Ed.D.	Ph.D. or Ed.D.
1st year	\$1,311.44	(17,049)	\$1,421.42	(18,478)	\$1,513.98	(19,682)	\$1,587.00	(20,631)
2nd year	1,424.56	(18,519)	1,534.58	(19,950)	1,627.12	(21,153)	1,700.18	(22,102)
3rd year	1,537.70	(19,990)	1,647.76	(21,421)	1,740.28	(22,624)	1,813.32	(23,573)
4th year	1,691.96	(21,995)	1,802.02	(23,426)	1,894.58	(24,630)	1,967.62	(25,579)
5th year	1,769.14	(22,999)	1,879.12	(24,429)	1,971.72	(25,632)	2,044.78	(26,582)
6th year	1,846.30	(24,002)	1,956.30	(25,432)	2,048.88	(26,635)	2,121.90	(27,585)
7th year	1,923.46	(25,005)	2,033.40	(26,434)	2,125.98	(27,638)	2,199.00	(28,587)
8th year	2,000.56	(26,007)	2,110.56	(27,437)	2,203.12	(28,641)	2,276.24	(29,591)
9th year	2,077.70	(27,010)	2,190.32	(28,474)	2,282.86	(29,677)	2,353.34	(30,593)
10th year	2,157.40	(28,046)	2,270.02	(29,510)	2,362.58	(30,714)	2,430.46	(31,596)
11th year	2,237.16	(29,083)	2,349.68	(30,546)	2,442.26	(31,749)	2,507.64	(32,599)
12th year	2,309.10	(30,018)	2,419.14	(31,449)	2,511.72	(32,652)	2,584.70	(33,601)
13th year	2,376.02	(30,888)	2,486.00	(32,318)	2,578.60	(33,522)	2,653.72	(34,498)
14th year	2,437.76	(31,691)	2,547.66	(33,120)	2,640.26	(34,323)	2,723.58	(35,407)
15th year and thereafter	2,489.12	(32,359)	2,607.42	(33,896)	2,712.88	(35,267)	2,787.40	(36,236)

\* The annual salary for 52 weeks of employment, which has been rounded to the nearest dollar, is indicated in parenthesis, ( ). Vacation time is granted in accordance with the provisions of **Board Rule 4-7**.

**2. 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 of 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 with 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 his 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**

**Effective September 5, 1982**

	<b>Flat Rate per Day</b>
6-hour day .....	\$49.22*
8-hour day .....	58.59*

\* After 100 days of service during the 1981-1982 school year, the following rate per day shall be paid for services rendered through August 31, 1982:

	<b>Flat Rate per Day</b>
6-hour day .....	\$51.56
8-hour day .....	60.93

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

**Effective September 5, 1982**

	<b>Flat Rate per Day</b>
6-hour day .....	\$58.59

**4. Provisionally Certified Teachers.** All provisionally certified teachers are paid on a day-to-day substitute salary schedule even if employed on a long-term basis (with the exception of provisionally certified school social workers).

	<b>Flat Rate per Day</b>
6-hour day .....	\$40.00

**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.

	<b>Flat Rate per Day</b>
6-hour day .....	\$50.00

**6. Provisionally Certified School Psychologists.** Provisionally certified school psychologists who lack only the required 18 semester hours of professional education courses for temporary certification by the Board of Examiners as assistant in the Bureau of Child Study, but who otherwise meet all other certification requirements and also meet the stipulated requirements for school psychologist (**Illinois School Code**, Section 14-1.09) are employed on a provisionally certified basis at a flat rate salary basis (6-hour day).

	<b>Flat Rate per Day</b>
6-hour day .....	\$50.00

**7. Emeritus Teachers.** Not applicable since the BOARD does not presently employ emeritus teachers.

**8. High School Teachers (Additional Time).** 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 (12½ percent).

**9. M.A.T. (Master of Arts in Teaching) Program.** 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 his monthly basic salary as a teacher, a head teacher shall be paid an increment according to the number of teachers on the staff he supervises, as determined by the last previous October enrollment report of the school, as follows:

Number of Teachers	Weeks of Employment		
	39 Weeks	47 Weeks	52 Weeks
2 - 3	\$30.72	\$30.60	\$30.00
3.1 - 7	46.10	45.92	45.00
7.1 or more	61.46	61.22	60.00

In addition to his regular salary, an acting head teacher shall receive the following increment based on the number of weeks of employment budgeted for his position.

Weeks of Employment	Rate per Month
39	\$15.36
47	15.30
52	15.00

**12. Assistant Principals.** 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 he functions, as determined by the last previous October (20th day) staffing report of the school according to the following appropriate schedule:

Category Steps (Years of Service)	I	II	III	IV	V
	Number of Teachers on Staff				
	7.1-21	21.1-40	40.1-54	54.1-71	71.1 Plus
<b>39 Weeks of Employment</b>					
1st year	\$61.46	\$61.46	\$ 61.46	\$ 61.46	\$ 61.46
2nd year	63.30	89.68	89.68	89.68	89.68
3rd year	63.30	89.68	116.06	116.06	116.06
4th year	63.30	89.68	116.06	142.42	142.42
5th year & thereafter	63.30	89.68	116.06	142.42	168.82
<b>47 Weeks of Employment</b>					
1st year	\$61.22	\$61.22	\$ 61.22	\$ 61.22	\$ 61.22
2nd year	63.06	89.32	89.32	89.32	89.32
3rd year	63.06	89.32	115.60	115.60	115.60
4th year	63.06	89.32	115.60	141.90	141.90
5th year & thereafter	63.06	89.32	115.60	141.90	168.16

### 52 Weeks of Employment

1st year	\$60.00	\$60.00	\$ 60.00	\$ 60.00	\$ 60.00
2nd year	61.80	87.56	87.56	87.56	87.56
3rd year	61.80	87.56	113.30	113.30	113.30
4th year	61.80	87.56	113.30	139.06	139.06
5th year & thereafter	61.80	87.56	113.30	139.06	164.80

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 his 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 his position.

Weeks of Employment	Rate per Month
39	\$30.72
47	30.60
52	30.00

**13. Supervisors and Other Classifications Entitled to Additional Salary Increments.** Supervisors, consultants, teacher counselors in the Department of Personnel, district human relations coordinators, district parent coordinators, and staff assistants assigned to departments in the central office shall be paid an amount equal to their monthly basic salary as 6-hour day teachers plus a monthly increment based on years of service in any of the above-mentioned positions according to the following appropriate schedule:

Steps (Years of Service)	Weeks of Employment	
	39 Weeks	47 Weeks
1st year . . . . .	\$ 61.46	\$ 61.22
2nd year . . . . .	87.06	86.72
3rd year . . . . .	112.68	112.24
4th year . . . . .	138.28	137.76
5th year . . . . .	163.90	163.26

In addition to his regular salary as a teacher, an acting supervisor, consultant, teacher counselor in the Department of Personnel, district human relations coordinator or staff assistant assigned to departments in the central office shall receive the following increment as determined by his term of employment in said acting position.

Weeks of Employment	Rate per Month
39	\$30.72
47	30.60

**14. Psychologists and School Social Workers.** 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.

Weeks of Employment	Rate per Month
39	\$163.90
43	163.56
47	163.26

**15. Washburne Evening School, Regular Certificates.**

Steps (Years of Service)	Rate per Hour
1st year . . . . .	\$8.00
2nd year . . . . .	8.50
3rd year & thereafter	9.25

**Washburne Evening School, Temporary Certificates.**

Per Hour . . . . .	\$7.75
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For purposes of salary increment, a minimum of 120 days of two hours each shall be considered a year of service.

**16. Teachers of Driver Education.**

	Rate per Hour
Practice Driving . . . . .	\$8.00

**17. Summer School Personnel (Personnel Employed for the Regular School Term of 39 Weeks).**

- A. Teachers and assistant principals in the regular summer schools shall be paid 66-<sup>2</sup>/<sub>3</sub> 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.

**18. Compensation for Teachers Engaged in Extracurricular Activities.**

Extracurricular Activity	Rate per Hour	Maximum Number of Hours per Year
<b>Football</b>		
Head Coach . . . . .	\$ 7.50	240
Assistant Coach . . . . .	7.50	200
Frosh-Soph Coach . . . . .	7.50	160
Cross Country . . . . .	7.50	42
<b>Basketball</b>		
Head Coach . . . . .	7.50	240
Frosh-Soph Coach . . . . .	7.50	200
Swimming . . . . .	7.50	200
Wrestling . . . . .	7.50	200*
Track (indoor and outdoor) . . . . .	7.50	200
<b>Baseball</b>		
Head Coach . . . . .	7.50	200
Frosh-Soph Coach . . . . .	7.50	140
Gymnastics . . . . .	7.50	200
Tennis . . . . .	7.50	40
Golf . . . . .	7.50	40
Bowling . . . . .	7.50	50
Soccer . . . . .	7.50	80

Chess	7.50	20
Checkers	7.50	20
Ice Skating	7.50	5
Intramurals (boys)	7.50	50
Instrumental Groups	7.50	85
Vocal Groups	7.50	50
Drama	7.50	75
Clubs	(flat rate) 100.00	
Other Approved Activities (approved by principal)	300.00	
Crowd Control (per session)	10.00	
(Saturday = 1½ sessions)		

\* Limited to 38 high schools.

**18-1. Compensation for Teachers Engaged in Extracurricular Activities (Girls).**

Extracurricular Activity	Rate per Hour	Maximum Number of Hours per Year
Pompon Girls	7.50	50
Cheerleaders	7.50	60
G.A.A. and Intramurals	7.50	75
Bowling	7.50	50
Tennis	7.50	40
Golf	7.50	40
Swimming	7.50	200
Volleyball	7.50	200
Gymnastics	7.50	200
Basketball	7.50	240
Softball	7.50	190
Track (indoor and outdoor)	7.50	200

**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:

Steps (Years of Service)	Per Month
1st year	\$51.02
2nd year & thereafter	76.52

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

Flat Rate	Per Day
Playground teacher .....	\$40.00

**22. Social Center Personnel - Part-Time Employees.**

Not applicable since the BOARD does not presently employ social center personnel.

**23. Summer Swimming Pools.**

\$7.50 per hour

**24. Senior Truant Officers (Title Code 3591) Career Service — Grade 9**

**Effective September 5, 1982**

Years of Service	39-Week Term Monthly Salary	Annual Salary*
First 6 months .....	\$1,186.54	(12,162)
Next 12 months .....	1,245.08	(12,762)
Next 12 months .....	1,307.12	(13,398)
Next 12 months .....	1,374.54	(14,089)
After 3½ years .....	1,441.92	(14,780)
7th year to 10th year inclusive ..	1,512.92	(15,507)
11th year to 15th year inclusive ..	1,590.92	(16,307)
16th year to 20th year inclusive ..	1,670.78	(17,125)
21st year to 25th year inclusive ..	1,755.92	(17,998)
26th year and thereafter .....	1,842.80	(18,889)

\* The annual salary is indicated in parentheses, ( ), and includes the payment of 10 days vacation so that it is based upon 41 weeks of pay for 39 weeks of employment. The annual salary has been rounded to the nearest dollar.

**25. Truant Officer (Title Code 3590), and Truant Officer Bilingual Spanish (Title Code 3597), Career Service — Grade 8**

**Effective September 5, 1982**

Years of Service	39-Week Term Monthly Salary	Annual Salary*
First 6 months .....	\$1,076.58	(11,035)
Next 12 months .....	1,131.56	(11,598)
Next 12 months .....	1,186.54	(12,162)
Next 12 months .....	1,245.08	(12,762)
After 3½ years .....	1,307.12	(13,398)
7th year to 10th year inclusive ..	1,374.54	(14,089)
11th year to 15th year inclusive ..	1,441.92	(14,780)
16th year to 20th year inclusive ..	1,512.92	(15,507)

21st year to 25th year inclusive . .	1,590.92	(16,307)
26th year and thereafter . . . . .	1,670.78	(17,125)

\* The annual salary is indicated in parentheses, ( ), and includes the payment of 10 days vacation so that it is based upon 41 weeks of pay for 39 weeks of employment. The annual salary has been rounded to the nearest dollar.

**26. Hearing Tester (Title Code 3149), School Clerk (Title Code 0468), School Library Assistant (Title Code 0531), and Vision Tester (Title Code 3151), Career Service — Grade 6**

**Effective September 5, 1982**

Years of Service	39-Week Term Monthly Salary	Annual Salary*
First 6 months . . . . .	\$ 977.24	(10,017)
Next 12 months . . . . .	1,025.14	(10,508)
Next 12 months . . . . .	1,076.58	(11,035)
Next 12 months . . . . .	1,131.56	(11,598)
After 3½ years . . . . .	1,186.54	(12,162)
7th year to 10th year inclusive . .	1,245.08	(12,762)
11th year to 15th year inclusive . .	1,307.12	(13,398)
16th year to 20th year inclusive . .	1,374.54	(14,089)
21st year to 25th year inclusive . .	1,441.92	(14,780)
26th year and thereafter . . . . .	1,512.92	(15,507)

\* The annual salary is indicated in parentheses, ( ), and includes the payment of 10 days vacation so that it is based upon 41 weeks of pay for 39 weeks of employment. The annual salary has been rounded to the nearest dollar.

**School Clerk I (Title Code 0468), Career Service — Grade 6**

**Effective September 5, 1982**

Years of Service	47-Week Term Monthly Salary	Annual Salary*
First 6 months . . . . .	\$ 973.46	(11,925)
Next 12 months . . . . .	1,021.12	(12,509)
Next 12 months . . . . .	1,072.38	(13,137)
Next 12 months . . . . .	1,127.20	(13,808)
After 3½ years . . . . .	1,181.92	(14,479)
7th year to 10th year inclusive . .	1,240.26	(15,193)
11th year to 15th year inclusive . .	1,302.06	(15,950)
16th year to 20th year inclusive . .	1,369.22	(16,773)
21st year to 25th year inclusive . .	1,436.34	(17,595)
26th year and thereafter . . . . .	1,507.00	(18,461)

\* The annual salary is indicated in parentheses, ( ), and includes the payment of 10 days vacation so that it is based

upon 49 weeks of pay for 47 weeks of employment. The annual salary has been rounded to the nearest dollar.

**School Clerk I (Title Code 0468), Career Service — Grade 6**

**Effective September 5, 1982**

Years of Service	52-Week Term Monthly Salary	Annual Salary*
First 6 months . . . . .	\$ 954.00	(12,402)
Next 12 months . . . . .	1,000.74	(13,010)
Next 12 months . . . . .	1,050.94	(13,662)
Next 12 months . . . . .	1,104.60	(14,360)
After 3½ years . . . . .	1,158.30	(15,058)
7th year to 10th year inclusive . .	1,215.44	(15,801)
11th year to 15th year inclusive . .	1,276.02	(16,588)
16th year to 20th year inclusive . .	1,341.82	(17,444)
21st year to 25th year inclusive . .	1,407.64	(18,299)
26th year and thereafter . . . . .	1,476.88	(19,199)

\* The annual salary for 52 weeks of employment is indicated in parentheses, ( ). Vacation time is granted in accordance with the provisions of **Board Rule 4-7**. The annual salary has been rounded to the nearest dollar.

**27. School Clerk Assistant (Title Code 0467), Career Service — Grade 5**

**Effective September 5, 1982**

Years of Service	39-Week Term Monthly Salary	Annual Salary*
First 6 months . . . . .	\$ 886.84	( 9,090)
Next 12 months . . . . .	931.16	( 9,544)
Next 12 months . . . . .	977.24	(10,017)
Next 12 months . . . . .	1,025.14	(10,508)
After 3½ years . . . . .	1,076.58	(11,035)
7th year to 10th year inclusive . .	1,131.56	(11,598)
11th year to 15th year inclusive . .	1,186.54	(12,162)
16th year to 20th year inclusive . .	1,245.08	(12,762)
21st year to 25th year inclusive . .	1,307.12	(13,398)
26th year and thereafter . . . . .	1,374.54	(14,089)

\* The annual salary is indicated in parentheses, ( ), and includes the payment of 10 days vacation so that it is based upon 41 weeks of pay for 39 weeks of employment. The annual salary has been rounded to the nearest dollar.

**School Clerk Assistant (Title Code 0467), Career Service — Grade 5**

**Effective September 5, 1982**

<b>Years of Service</b>	<b>47-Week Term Monthly Salary</b>	<b>Annual Salary*</b>
First 6 months . . . . .	\$ 883.34	(10,821)
Next 12 months . . . . .	927.48	(11,362)
Next 12 months . . . . .	973.46	(11,925)
Next 12 months . . . . .	1,021.12	(12,509)
After 3½ years . . . . .	1,072.38	(13,137)
7th year to 10th year inclusive . .	1,127.20	(13,808)
11th year to 15th year inclusive . .	1,181.92	(14,479)
16th year to 20th year inclusive . .	1,240.26	(15,193)
21st year to 25th year inclusive . .	1,302.06	(15,950)
26th year and thereafter . . . . .	1,369.22	(16,773)

\* The annual salary is indicated in parentheses, ( ), and includes the payment of 10 days vacation so that it is based upon 49 weeks of pay for 47 weeks of employment. The annual salary has been rounded to the nearest dollar.

**School Clerk Assistant (Title Code 0467), Career Service — Grade 5**

**Effective September 5, 1982**

<b>Years of Service</b>	<b>52-Week Term Monthly Salary</b>	<b>Annual Salary*</b>
First 6 months . . . . .	\$ 865.70	(11,254)
Next 12 months . . . . .	908.98	(11,817)
Next 12 months . . . . .	954.00	(12,402)
Next 12 months . . . . .	1,000.74	(13,010)
After 3½ years . . . . .	1,050.94	(13,662)
7th year to 10th year inclusive . .	1,104.60	(14,360)
11th year to 15th year inclusive . .	1,158.30	(15,058)
16th year to 20th year inclusive . .	1,215.44	(15,801)
21st year to 25th year inclusive . .	1,276.02	(16,588)
26th year and thereafter . . . . .	1,341.82	(17,444)

\* The annual salary for 52 weeks of employment is indicated in parentheses, ( ). Vacation time is granted in accordance with the provisions of **Board Rule 4-7**. The annual salary has been rounded to the nearest dollar.

**27-1.1. School Community Representative (Title Code 0701) Career Service — Grade 3**

**Effective September 5, 1982**

<b>Years of Service</b>	<b>39-Week Term Monthly Salary</b>	<b>Annual Salary*</b>
First 6 months . . . . .	\$ 805.18	( 8,253)
Next 12 months . . . . .	844.26	( 8,654)

Next 12 months . . . . .	886.84	( 9,090)
Next 12 months . . . . .	931.16	( 9,544)
After 3½ years . . . . .	977.22	(10,017)
7th year to 10th year inclusive . .	1,025.14	(10,508)
11th year to 15th year inclusive . .	1,076.58	(11,035)
16th year to 20th year inclusive . .	1,131.56	(11,598)
21st year to 25th year inclusive . .	1,186.54	(12,162)
26th year and thereafter . . . . .	1,245.08	(12,762)

\* The annual salary is indicated in parentheses, ( ), and includes the payment of 10 days vacation so that it is based on 41 weeks of pay for 39 weeks of employment. The annual salary has been rounded to the nearest dollar.

**28. Teacher Aide (Title Code 0463) Covered under Article 25, Career Service — Grade 1B**

**Effective September 5, 1982**

Years of Service	39-Week Term Monthly Salary	Annual Salary*
First 6 months . . . . .	\$ 756.04	( 7,749)
Next 12 months . . . . .	791.52	( 8,113)
Next 12 months . . . . .	830.54	( 8,513)
Next 12 months . . . . .	873.14	( 8,950)
After 3½ years . . . . .	915.66	( 9,386)
7th year to 10th year inclusive . .	961.80	( 9,858)
11th year to 15th year inclusive . .	1,009.66	(10,349)
16th year to 20th year inclusive . .	1,057.58	(10,840)
21st year to 25th year inclusive . .	1,110.82	(11,386)
26th year and thereafter . . . . .	1,167.56	(11,967)

\* The annual salary is indicated in parentheses, ( ), and includes the payment of 10 days vacation so that it is based upon 41 weeks of pay for 39 weeks of employment. The annual salary has been rounded to the nearest dollar.

**Teacher Aide (Title Code 0463) Career Service — Grade 1B**

**Effective September 5, 1982**

Years of Service	47-Week Term Monthly Salary	Annual Salary*
First 6 months . . . . .	\$ 752.46	( 9,218)
Next 12 months . . . . .	787.80	( 9,651)
Next 12 months . . . . .	826.72	(10,127)
Next 12 months . . . . .	869.10	(10,646)
After 3½ years . . . . .	911.48	(11,166)
7th year to 10th year inclusive . .	957.44	(11,729)
11th year to 15th year inclusive . .	1,005.10	(12,312)
16th year to 20th year inclusive . .	1,052.86	(12,898)
21st year to 25th year inclusive . .	1,105.86	(13,547)
26th year and thereafter . . . . .	1,162.36	(14,239)

\* The annual salary is indicated in parentheses, ( ), and includes the payment of 10 days vacation so that it is based upon 49 weeks of pay for 47 weeks of employment. The annual salary has been rounded to the nearest dollar.

**Teacher Aide (Title Code 0463) Career Service —  
Grade 1B  
Effective September 5, 1982**

Years of Service	52-Week Term Monthly Salary	Annual Salary*
First 6 months . . . . .	\$ 737.28	( 9,585)
Next 12 months . . . . .	799.58	(10,395)
Next 12 months . . . . .	810.00	(10,530)
Next 12 months . . . . .	851.54	(11,070)
After 3½ years . . . . .	893.14	(11,611)
7th year to 10th year inclusive . .	938.16	(12,196)
11th year to 15th year inclusive . .	984.88	(12,803)
16th year to 20th year inclusive . .	1,031.66	(13,412)
21st year to 25th year inclusive . .	1,083.62	(14,087)
26th year and thereafter . . . . .	1,138.98	(14,807)

\* The annual salary for 52 weeks of employment is indicated in parentheses, ( ). Vacation time is granted in accordance with the provisions of **Board Rule 4-7**. The annual salary has been rounded to the nearest dollar.

**29. Monthly Travel Reimbursement\*.**

	Amount
Senior truant officers, truant officers assigned to high schools, special schools, and social adjustment schools . . . . .	\$98.50
Elementary school truant officers. . . . .	81.00
Kindergarten teachers serving two schools . . . . .	15.50
All other teachers whose assignment requires daily travel from one school or branch to another . . . . .	15.50
All cooperative education teachers (coordinators) . .	59.00
Supervisors and consultants . . . . .	81.00
District parent and human relations coordinators . . .	81.00
Speech therapists . . . . .	15.50
Hearing and vision testers . . . . .	15.50
School social workers and school psychologists . . .	62.00
Field adjustment teachers - social adjustment . . . . .	81.00

Teacher nurses - assigned to:		
2 schools .....	25.00	
3 schools .....	43.00	
4 or more schools .....	51.00	

\* All travel reimbursement requirements must be met.

### 30. Single Dental Plan

BENEFIT	REIMBURSEMENT SCHEDULE
Basic Coverage	100% Usual and Customary
Rider A Additional Benefits	100% Usual and Customary
Rider B Prosthodontic Benefits	100% Usual and Customary
Rider C Periodontic Benefits	100% Usual and Customary
Rider D Orthodontic Benefits	100% Usual and Customary
Deductible:	\$ 50.00 Deductible
Maximum:	\$1,000.00 per calendar year

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**Please note:**

**This index has been prepared by Chicago Teachers Union field representatives. An omission from the index does not mean the item is not in the contract.**

**Suggestions for corrections and improvements in the index should be sent, in writing, to:**

**Recording Secretary Rochelle Hart  
Chicago Teachers Union  
201 North Wells Street  
Chicago, Illinois 60606**

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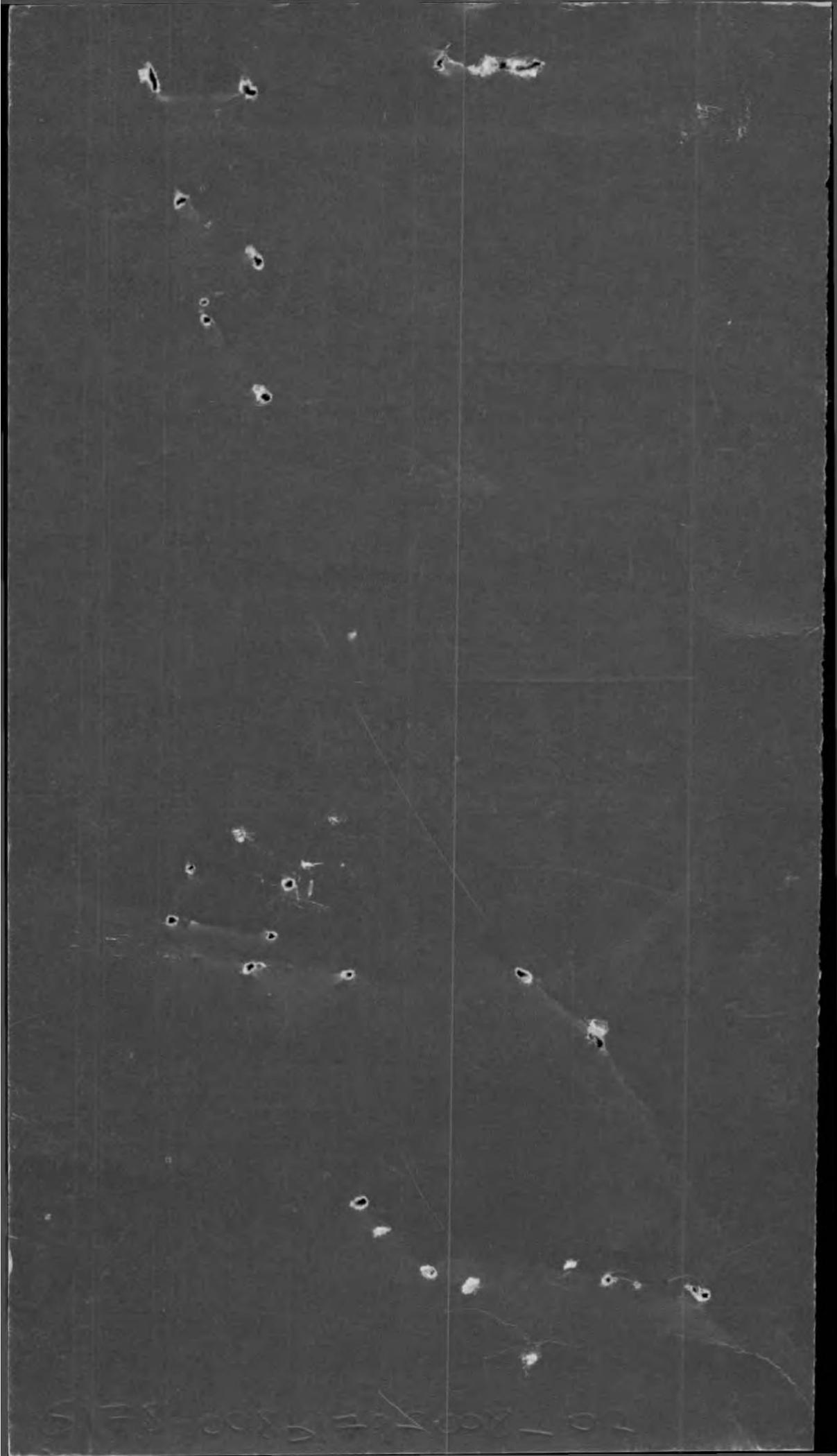
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MARCH 31, 1983

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ASSISTANT SUPERINTENDENT  
EMPLOYEES RELATIONS  
CHICAGO BOARD OF EDUCATION  
201 North Wells Street  
CHICAGO, IL. 60601

PREVIOUS AGREEMENT EXPIRED  
AUGUST 30, 1982

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Chicago Ill Bd of Educ Teachers & oths LU 1 WITH TEACHERS ILLINOIS

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 25,113
2. Number and location of establishments covered by agreement 532 schools
3. Product, service, or type of business Education
4. If your agreement has been extended, indicate new expiration date \_\_\_\_\_

Guy D. Brunetti, Assistant Superintendent, Department of Employee Relations  
Your Name and Position Area Code/Telephone Number

228 North LaSalle Street, Chicago, Illinois 60601  
Address City/State/ZIP Code