

Tentative Agreement between Board and CTU

Subject to ratification by CTU membership

Please note, substantive additions/deletions have been noted, in all other instances current contract language has been maintained or restored with minimal changes.

Article 1

1-7.3 Now have to provide all board reports as soon as they are issued and CEO has to contact CTU President re: any reports impacting agreement.

1-7.4 Commit to meeting monthly with CTU to review budget and quarterly to review financial statements.

1-8.2 All non-members have to pay Fair Share fees, not just full time.

PPC strengthened to meet monthly without loss of compensation. Delegates can now invite consultants/resource people to discuss agenda items.

New Substitute Teacher PPC.

Article 2

Can't be retaliated against for asserting contract rights including using benefits, filing grievances.

Committed to setting up systemic plan to search for and recruit racially diverse candidates and to retrain principals and administrators, and must share relevant data with CTU.

Article 3

Salary grievances as of November 1st, can be filed within 3 years and be deemed timely. No current time limits, but we have lost grievances due to rulings. File any old pay claims by November 1, 2012.

Experiment with video conferencing for grievances to make it easier for grievants and witnesses to participate.

Discipline:

BOARD tried to eliminate the definition of grievance, but we retained it.

Employees can only be disciplined for just cause—no more arbitrary discipline.

Board must provide CTU with documents prior to grievance hearings.

Progressive discipline must be used.

Disciplinary suspensions now outlawed—working suspensions instead (with pay).

All employees (TATs, PSRPs, Tenured, etc.) are entitled to these rights.

Final warning—all members can submit the warning to a mediator/arbitrator who will try to mediate an agreement. If he/she cannot, he/she will issue a ruling. First time to mediate/arbitrate discipline before an employee gets fired.

PSRPs can arbitrate dismissals and can go to mediation arbitration (faster process). Permanent panel will meet twice a month and must hear every case within six months.

Under mediation arbitration, the panel makes recommendations for resolutions. CEO and CTU President can accept or it goes on to arbitration.

Mediation: used to be at sole discretion of the Board, now the CTU and Board may agree at any time to use mediation.

Board may no longer issue discipline based solely on anonymous complaints.

Article 4

Teachers asked to supervise students during preps will have their prep time made up.

Teacher lunch has to occur within the same schedule as students (no 8:30 am “lunch”).

Lunch will now be continuous 45 minutes with NO work responsibilities. If time is missed, teachers must be compensated for the equivalent amount of time that was missed.

Models for schedule must be discussed in PPC, voted on by members.

PPC shall submit recommendations about recess plans and issues that may arise to principal to discuss.

Principals must have the affirmative concurrence of the majority of classroom teachers to change the start/end times of the school day.

If there are changes to individual schedules, teachers must be notified 24 hours in advance.

Principals must receive pertinent information from early childhood and kindergarten teachers for student placement the following year.

Kindergarten teachers with split sessions will get a 45 minute lunch with no work responsibilities (travel time doesn't count).

Early childhood and kindergarten teachers will be given time to complete paperwork at the beginning of the school year.

PD days will be in the last week of the semesters, half of which shall be self-directed time.

Article 5

Same changes as in Article 4: Elementary School.

Article 6

High school teachers no longer have Division.

Seven 50 minute duty-free, self-directed preps, plus 3 principal directed preps.

Teachers vote on models of school day based on PPC and principal recommendations.

Advisory may be added—up to 30 min. per week if a waiver is completed. Teachers would be paid regular rate of pay if they choose this option.

Schedule changes for individual teachers must be notified 24 hours in advance.

Principals shall solicit input of department members when nominating chairs. Principal will nominate and faculty vote secret ballot if there is more than one candidate.

Article 7

All elementary schools shall have a full-time counselor (cleaned up weak language).

Article 8

PD teachers, teachers at instructional schools, and teacher leaders shall receive a 45 minute lunch period with no work responsibilities.

Article 9

Bulk of truant officers language has been removed, but Board must bargain with CTU regarding job responsibilities if the position is restored.

Board will allocate \$300,000 for the use of additional substitute school clerks.

Clerks shall work three additional days with pay to begin the school year and set up ahead of the first day of school.

All school clerks shall be provided training in Kronos, attendance systems, and internal accounts during normal work hours.

Audiometric and Vision Screening Technicians travel should take place during the school day.

Teacher Assistants may not be forced to work outside of the school traffic zones, but may be required to escort children across streets adjacent to the school.

The Board shall not reclassify a teacher assistant to a special education classroom assistant who does not perform diapering and feeding.

PSRP Evaluation:

2012-13 Performance ratings will be distributed at the beginning of the school year for the prior year. Private conferences with principals and Employee relations shall be granted to dispute unsatisfactory ratings.

2013-14: Board will adopt a new Evaluation Plan for PSRPs in conjunction with the CTU. CTU PSRP Employee Evaluation Committee will be established.

PSRPs may apply to transfer to vacant positions for which they qualify at any time during the school year.

Maintain Appendix I for PSRPs.

PSRPs are entitled to mediation-arbitration if they are discharged.

Article 10

Retained language about 1960 staffing recommendations because they wouldn't improve the ratios. Historical reference to be used later for organizing and future asks.

Board must work with Special Education and Case Management Committee to find workable solutions for the assignment of case management responsibilities, including, but not limited to, the allocation of funds.

Article 11

Removed work load for Driver education teachers.

Article 12

Legislative Partnership: Board and CTU will work together to try to obtain more state funding.

Article 13

Compensation for debate and other extracurricular activities.

Article 14

Year Round Schools: Removed language because it is no longer needed.

Article 15

The number of students attending elementary or middle school libraries shall not exceed the maximum class sizes provided in Article 28.

Maintained total number of additional prep minutes for librarians—Board wanted to remove all extra prep time, above and beyond what classroom teachers receive.

Article 16

Principal should strive to program no more than one class in any gymnasium at any given time, unless the space provides for the safe separation of the two classes.

Article 17

Playground Teachers: Maintained language.

Article 18

Career and Technical Education. Broadened language to include more categories/subjects taught.

CTE teachers on regular day programs shall not have more than 25 teaching periods. Extended day program teachers shall have no more than 30 teaching periods.

Whenever possible, no more than one class should be programmed for any CTE area at a given time.

6% of vocational education funds, including CTEI and Perkins Grants shall be allocated by teachers subject to Board procurement rules and grant guidelines. Board shall use its best efforts to remove any impediments to timely procurement of materials and equipment.

All CTE labs, shops classrooms will be given baseline materials and equipment ready on the first day of teacher attendance. They must meet industry standards.

Board will work with CTE to maintain safety and OSHA compliance.

Board and Union will work together through co-sponsorship for the establishment of an educational manpower council. Goal to have the 10 largest employment sectors in the metropolitan area with representatives from the business community, other educational institutions, labor organizations, and state and local governments to identify workforce needs.

Improved language on credentials and Board support for obtaining credentials for CTE teachers.

Cooperative Education teachers will have communication service to communicate with employers of students in cooperative education.

In the case of school actions, board must bargain the impact of the action on CTE.

Article 19

45 minute lunch period for school psychologists.

Experience shall be considered in requests to transfer to vacancies for school psychologists.

School psychologists shall receive tentative schedules no later than May 15.

Board must provide relevant PD and training on software to school psychologists and shall survey their PD needs annually.

Article 20

45 minute lunch period for school social workers.

Experience shall be considered in requests to transfer to vacancies for school social workers.

School social workers shall receive tentative schedules no later than May 15.

Board must provide relevant PD and training on software to school social workers and shall survey their PD needs annually.

Article 21

Special education teachers shall be provided time to meet with clinicians and other teachers during prep periods to discuss professional matters.

In-service will be provided for those teachers and PSRPs responsible for working with students with autism.

Principals shall ensure that special education teachers are not assigned any duties not related to school special education services. Disputes about this may be brought to the PPC.

Workload:

Applies to all members who serve students with disabilities. Board-Union committee will design a workload plan by January 1, 2013. Members will be able to take complaints about workload size to the committee. The committee will have access to \$500,000 to help alleviate large workloads.

Members shall not be required to exceed case loads, class sizes, limits on ratios of students with disabilities to general education students and limits on ratios of students with disabilities to teachers and PSRPs as required under law.

IEP meetings scheduled before or after school must be paid at hourly rate of pay.

Principals are encouraged to provide cadre and/or substitute coverage for IEP meetings when possible.

Resource materials regarding the teaching of students with disabilities shall be provided online to all members.

Principals may use substitutes to allow class coverage for the preparation of IEPs.

Speech Language Pathologists and Speech Language Pathologist Paraprofessionals:
Travel time exclusive of 45 minute lunch.

Staff development annually for SLPs and SLPPs.

Test protocols and supplies will be provided for all SLPs and SLPPs.

Article 22

Obsolete language – has been removed.

Article 23

Clarifications on classifications of teachers to conform with school code.

New restrictions about obtaining tenure do not apply to any PAT hired prior July 1, 2013.

Any PAT who achieves the necessary ratings to obtain tenure is guaranteed to get tenure—they can no longer be “clicked off.” Reasons must be given for non-renewal in any year. Any PAT rated Proficient or better must be renewed.

Article 24

Maintains existing language.

Article 25

Contents moved to Article 9.

Article 26

Experience shall be a consideration in transfers to vacancies for nurses.

School nurses shall receive their tentative schedules no later than May 15.

School nurses will receive a 45 minute lunch with no work responsibilities.

Article 27

Cadre substitutes may be deployed on a day-to-day basis and may be assigned to a particular school to provide daily substitute services.

Article 28

Maintained class size provisions from prior Agreement. Did not get enforceability, but did increase the funding for the Class Size Monitoring Panel.

Added a parent LSC representative to Class Size Monitoring Panel. As the panel visits schools with class size issues, they must invite a Parent LSC rep to be a part of the process.

Article 29

Contents moved to and expanded Text and Supplies Article.

Article 30

Added “battery” qualification to expand protections to teachers.

All other language maintained.

Article 31

Updated language to include photocopiers.

Article 32

Maintained current rates, co-pays for health insurance. Board wanted to increase costs for all members.

LMCC discussing health and wellness will be expanded to be modeled after the City LMCC, which will give CTU more leverage and a vote on future changes.

Wellness Program:

Members must participate in Wellness program or face a \$50/month per covered member penalty.

Spouses covered on CPS employees’ insurance must participate or face the penalty. If your spouse does not use the CPS insurance they do not need to participate in the Wellness program. Children (adult or young) do not have to participate in the Wellness program.

Proposed Tobacco penalty was removed.

Wellness Plan administrators must follow all HIPPA laws and will not share individual member information with CPS. Aggregate data may be collected to help the LMCC make decisions.

Participation includes an annual biometric screening, and monthly log-ins to participate in online program.

Members will not be penalized for health outcomes, only for non-participation. Members will be notified/warned before they are penalized for non-participation.

Article 33

Maintained existing language.

Maternity benefits provided through Short Term Disability program.

Paternity leave shall be modeled after the City of Chicago’s paternity leave plan.

Adoptive parents are eligible for maternity/paternity leaves.

Personal Days: 3 days will be granted per year. If they are not used, the value of them are lost.

PEP program expires. Days already acquired may be used toward credit to retire earlier.

Article 34

Members shall have access to a printout of their personnel information.
All other existing language maintained.

Article 35

Clarification of vacancy definitions and procedures.
Union shall have online access to all postings.

Selection criteria: Principals must follow the following order for hires (except when otherwise required by law or this Agreement):
Qualifications, certifications, performance ratings, relevant experience, merit and ability and without consideration of seniority or length of service (required by state law).

Teacher Transfer Periods:

End of Second Semester with consent of principal and receiving principal between 75 and 30 calendar days prior to conclusion of Semester 1.

End of school year with consent of both current and receiving principal between 75 and 30 calendar days prior to end of school year.

Article 36

Teacher Raises:

Year 1: 3%

Year 2: 2%

Year 3: 2%

OPTIONAL Year 4: 3% (CTU may decide to take the additional year under the existing terms or begin bargaining new Agreement).

PSRP Raises:

Will receive a net increase of 4% in Year 1, 2% in years 2 and 3, and the step schedule is maintained.

All bargaining unit employees will be on the same payroll cycle.

Deferred pay will end at the beginning of the 2013-14 school year. Balance owed to members will be paid June 2013. The Board will work with banks and the Credit Union to set up "deferred banks" for individuals through their financial institutions.

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

Pension pickup of 7% will be maintained.

CPS can no longer cancel raises based on budget appropriation. They must honor our raises.

Longevity sick days are maintained for Steps 13 and 14.

PSRP bonus remains at \$250 or \$1,000.

Article 37

Old sick day banks are protected and can be used as they have always been used. They can be cashed out upon retirement.

All employees will begin accruing a new sick bank that accumulates up to 40 days totals.

Annually, all members will receive 10 sick days per year.

Every employee now receives Short Term Disability (STD) benefits which can be utilized after the use of the sick days received that year.

Disability benefits:

100% pay first 30 days

80% pay days 31-60

60% pay days 61-90

May be used for personal illness or maternity leave.

Sick days may be used to supplement STD benefits to receive 100% pay.

Up to 10 sick days may be donated to any employee in the system (CTU or non-CTU members).

Employees may receive up to 45 sick days through donations.

New sick day bank (40 days) cannot be cashed out, but may be used for pension service credits at retirement.

Article 38

Minimal changes to existing language.

Article 39

Teacher Evaluation

No stakes for tenured teachers 2012-2013 school year.

Teacher Evaluation committee will be created consisting of CTU and CPS members.

- Will establish rules for local criteria in evaluation.

- Will conduct a study of the evaluation plan and the committee will decide what changes are necessary to improve it.

Scoring:

- Student surveys will be piloted but not imposed unless the committee agrees to them in school year 2014-15.
- Teacher practice scores will be:
 - 75% of summative rating 2012-13
 - 75% of summative rating 2013-14
 - 70% of summative rating 2014-15
- Student growth scores will be set at the state minimum.
 - 25% of summative rating 2012-13
 - 25% of summative rating 2013-14
 - 30% of summative rating 2014-15
- Scoring on Teacher Practice Framework has been adjusted at the CTU's request and two categories of Developing Teachers have been created in place of the Needs Improvement category.

Observations:

- Teachers have the option to make the first observation practice (not included in the rating).
- Observations will be made by qualified evaluators that have gone through and passed state training.
- Pre-conferences must occur no later than one week before the formal observation. Teachers will be provided with all documents at the post-observation conference, including all evidence and scoring.
- If a tenured teacher does not receive an annual summative rating, the rating shall be the prior summative rating.
- PATs: the union and board will attempt to agree or the PAT can chose the prior rating or a Proficient rating.

Joint Committee:

- Will determine necessary PD.
- There is now an appeals process for teachers to contest certain UNSAT ratings.

No longer will teachers' names be placed on Do Not Hire lists unless they have been removed for cause under the school code or they have received an UNSAT rating and failed remediation.

New Article: Text and Supplies

- Text committee established at every school.
- Teacher editions of text, materials and supplies should be available on the first day of teacher attendance.
- Student texts distributed no later than the first week of student attendance.
- Return of texts not required before last week of school.

- Every teacher, clinician and SLPP annually reimbursed up to \$250 for instructional and therapeutic materials.

Articles 40-43

Minor language adjustments but no major changes.

Article 44

General Provisions:

- The Union can alert the CEO to situations likely to cause serious physical or emotional harm who must investigate within 3 days and meet with the union president to discuss.
- Employees will receive 10 paid PD days per year, scheduled during or contiguous with the school year.
- Employees will receive 8 holidays (down from 10).
- Employees giving notice of retirement on or after Feb. 1 cannot be laid off prior to their retirement date.
- OSES clinicians and case managers shall be provided with appropriate work spaces, materials, environments, and security for documents.
- Caseloads for Citywide Itinerant and Service Providers shall be assigned equitable caseloads.
- Every teacher shall have access during the school day to a functional computer, with internet access, photocopier, fax machine and printer.
- The Board will conduct a survey and enact a plan no later than June 30, 2013 to put functioning computers on every teacher's desk.
- The Board will reduce other paperwork for employees required to complete additional paperwork on a regular basis, not required by law shall.
- Interpreters will be provided on Report Card Pick Up.
- NEW: No Bullying Provision.
 - No retaliation for reporting bullying
- Nursing Mothers will have reasonable daily break time to express milk in a private space, not a bathroom, in close proximity to work area.
- Quest Center funding: Minimum \$300,000 per year.
- Procedure manual for Students with Disabilities shall be distributed to all members.
- Lesson Plans:
 - Organization, format, notation and other aspects within teachers' discretion.
 - Principals may require certain elements, but no particular format is required (unless a teacher is in remediation).
 - Steps taken to reduce redundancy for teaching multiple levels/subjects.

Article 45

Consolidated to remove inactive committees.

New committee formed to investigate study and determine time table for air conditioning or other temperature controls for classrooms in use during July or August.

Article 46

No changes.

Article 47

If Board receives additional funding sources this school year that can be used for personnel, they will bargain with the Union over hiring up to 100 additional school social workers or school nurses.

47-2.1 Deleted.

47-2.2 Deleted—Board cannot cancel raises.

Article 48

No changes.

Article 49

3 Year contract, expires June 30, 2015.

Board can offer 1-year extension with 3% raises. Union may accept or reject.

Appendix A

Wages—see chart.

Appendix B

No increase in employee contribution rates.

Appendix C

Waivers: Waiver propositions must be posted for 48 hours prior to vote. Union may schedule private meeting at school to discuss prior to vote.

Appendix D

No changes.

Appendix E

Healthcare: No changes except more power to LMCC and Wellness program.

Appendix F

Deleted—explained in Articles discussing Health Care and Wellness.

Appendix G

No changes—Follows FMLA.

Appendix H

- There will be a layoff/recall pool with the order of layoff within each group by seniority with the least senior teacher being laid-off first.
- The order of layoff is:
 - Teachers rated UNSAT.
 - Subs/TATs.

- PATs (by performance tier).
- Tenured teachers rated Satisfactory after their first PERA evaluation.
- All tenured teachers.
- 21 day advance notice needed for layoffs (replaces prior 14 day notice).
- Layoff list consisting of:
 - Pre-qualified teachers who are tenured and laid off for any reason (last ratings Proficient/Excellent or Superior).
 - New applicants and other teachers who pass pre-screening hiring criteria.
 - Pre-qualified teachers stay on the list for up to 2 years after their layoff or until they receive a permanent appointment or place in the reassigned pool.
 - Principals shall only hire pre-qualified applicants.
 - Reasons must be provided if a principal doesn't select a pre-qualified, tenured teacher. Such reasons may not be arbitrary.
 - 50% of the vacancies must be filled by pre-qualified displaced tenured teachers, with penalties to the board if they do not comply.
 - Reassigned Teacher Pool.
 - Last 5 months, followed by Cadre for 5 months.
 - Separated teachers may apply to be added to the layoff list at any time.
 - In cases of school closings/consolidations, tenured teachers with the two top ratings will follow the students to the extent a vacancy exists. If not, they will be assigned to reassigned teacher pool for 5 months as day-to-day subs with full pay and benefits. Followed by 5 months as cadre.
 - Tenured teachers laid off for economic reasons will be offered placements as day-to-day subs.
 - Tenured teachers laid off for all other reasons shall be assigned to cadre for 10 months.
 - Tenured teachers laid off from a school or unit are entitled to recall to that school/unit for 10 months if a vacancy exists in his or her certification and the teacher was rated proficient or better.

Appendix I

No changes.

oteg/743/yv

9-18-12