

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
CHICAGO PRINCIPALS AND ADMINISTRATORS ASSOCIATION, LOCAL 2'S  
INTERIM AGREEMENT**

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_\_ day of August 2025, by and between the Chicago Board of Education (“Board”) and the Chicago Principals and Administrators Association, Local 2 (“CPAA” or “Union”) (collectively, the “Parties”).

**WHEREAS**, CPAA is the exclusive bargaining representative for the following job classifications: Principal - 000041; Assistant Principal - 000042; Acting Principal - 100041; Resident Principal - 200041; and Interim Principal - 000075;

**WHEREAS**, the Parties are negotiating the wages, hours, and terms and conditions of employment for their initial collective bargaining agreement;

**WHEREAS**, the Parties have reached tentative agreement on certain Articles and/or specific Sections within Articles of the proposed CBA;

**WHEREAS**, the Parties desire to implement certain tentatively agreed-upon provisions in advance of reaching a final agreement on the entire CBA, in order to provide clarity to covered employees and support operational effectiveness; and

**WHEREAS**, the Parties retain all rights and positions in the ongoing negotiations for their initial collective bargaining agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Effective Date and Duration**
  - a. The provisions outlined in this MOU shall become effective upon ratification by the CPAA membership and approval by the Board of Education. This MOU shall remain in effect through **June 30, 2026**, unless the Parties reach a final agreement on their initial collective bargaining agreement prior to that date. Upon final agreement, the applicable provisions of this MOU will be incorporated into the comprehensive CBA, and this MOU shall expire, unless the parties mutually agree otherwise, in writing.
2. **Implementation of Tentative Agreements.** The parties agree to implement the following Articles and/or Sections of the tentative CBA:
  - a. FY25 Financial Agreement
  - b. FY26 Financial Agreement
  - c. Preamble (CPS 7.28.25)
  - d. Article 1 – Section 1.16 Leadership Teams (CPS 6.3.25)
  - e. Article 2 - Fair Practices (CPS 8.6.25)
  - f. Article 3 - Employment Investigations (CPAA 8.5.25)

- g. Article 4 - Employee Discipline (CPS 8.8.25)
- h. Article 5 - Grievance (CPS 8.6.25)
- i. Article 8 – Safe and Healthy Work Environment (CPS 6.10.25)
- j. Article 12 - Professional Development (CPAA Revised 8.8.25)
- k. Article 13 - Union Representation (CPAA 8.7.25)
- l. Article 13.6 Union Leave (CPS/CPAA 7.11.24)

3. Non-Waiver of Remaining Proposals

- a. Implementation of the agreed-upon provisions does not waive or otherwise effect either Party's positions, rights, or proposals concerning other provisions still under negotiation.

4. Status of Tentative Agreements.

- a. Upon reaching a comprehensive tentative agreement on the initial CBA, the tentatively agreed-upon Articles and provisions referenced in this MOU will be incorporated into the comprehensive tentative agreement in their entirety, subject to any revisions agreed upon during the course of bargaining.

5. Joint Oversight

- a. To support consistent and effective implementation of this MOU, the Parties agree to convene regular labor-management meetings no less than once per month, or more frequently if mutually agreed, for the purpose of reviewing implementation issues, clarifying expectations, and addressing concerns raised by either Party. The parties shall have an equal number of representatives present.

6. Continuity of Existing Policies and Practices

- a. The status quo concerning any District policy, procedure, or practice not expressly modified by the provisions of this MOU shall remain in full force and effect in accordance with the law. Nothing in this MOU shall be construed to alter or eliminate any existing policy, practice, or condition not specifically addressed herein, or to alter or eliminate the Union's bargaining rights.

7. Continued Bargaining Rights

- a. By entering into this MOU, neither Party waives its right to continue bargaining over the topics addressed in the Parties' ongoing negotiations, and the Board agrees to maintain the status quo on mandatory subjects of bargaining while bargaining is pending, in accordance with the law.

The signatories below represent that they have authority to sign on behalf of their respective party.

For Chicago Board of Education:

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Miguel J. Perretta

Date

For the Union:

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Kia Banks

Date

## **SY2025-2026 Financial Agreement**

### **1. Cost of Living Adjustment (COLA):**

Effective July 1, 2024, Principal - 000041; Assistant Principal - 000042; Acting Principal - 100041; and Interim Principal - 000075 (collectively, “eligible roles”) will receive a 4% cost of living adjustment increase to their base wage.

### **2. Retroactive Payment:**

Employees in eligible roles as of the date the retroactive payment is issued, as well as employees who retired from eligible roles during the SY 24-25 will receive retroactive compensation. The retroactive payment will cover the period from July 1, 2024 to June 30, 2025. Payments for eligible retirees and eligible employees shall be prorated based on the amount of time served in the eligible role during SY24-25.

### **3. Financial Agreement for FY25:**

The Parties agree that this will be the only financial agreement for FY25. This MOU does not preclude the Parties from negotiating additional proposals with a financial impact for future periods.

### **4. Continued Bargaining Rights:**

By entering into this MOU, neither Party waives its right to continue bargaining over the topics addressed in the Parties' ongoing negotiations, and the Board agrees to maintain the status quo on mandatory subjects of bargaining while bargaining is pending.

### **5. If possible, the Board will issue the retroactive payment in one separate lump sum check. In the event that a separate lump sum check cannot be issued, the retroactive payment will be included in the regular paycheck when issued.**

## **SY2025-2026 Financial Agreement**

### **1. Cost of Living Adjustment (COLA):**

Effective July 1, 2025, Principal - 000041; Assistant Principal - 000042; Acting Principal - 100041; and Interim Principal - 000075 (collectively, “eligible roles”) will receive a 4% cost of living adjustment increase to their base wage.

### **2. Resident Principals:**

Effective July 1, 2025, the Resident Principal’s base salary shall be \$93,600. For any CPS Assistant Principal accepted into the FY26 Resident Principal program whose FY25 salary exceeds \$93,600, the district shall match their FY25 salary for FY26 only and apply a 4% cost-of-living-adjustment increase to their base wage.

### **3. Retroactive Payment:**

If any, the retroactive payment will cover the period from July 1, 2025 to June 30, 2026. Payments for eligible retirees and eligible employees shall be prorated based on the amount of time served in the eligible role during SY25-26.

### **4. Financial Agreement for FY26:**

The Parties agree that this will be the only financial agreement for FY26. This tentative agreement does not preclude the Parties from negotiating additional proposals with a financial impact for future periods.

### **5. Continued Bargaining Rights:**

By entering into this tentative agreement, neither Party waives its right to continue bargaining over the topics addressed in the Parties' ongoing negotiations, and the Board agrees to maintain the status quo on mandatory subjects of bargaining while bargaining is pending.

## **PREAMBLE**

This collective bargaining agreement is entered into by and between the Chicago Principal and Administrators Association, Local 2, American Federation of School Administrators, AFL-CIO (hereinafter referred to as the "Union" or "CPAA"), and the Board of Education of the City of Chicago (hereinafter referred to as "Employer" or "Board").

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Board and the Union, jointly foster an environment that enables the highest quality educational experience for every student, to mutually support and sustain the development and performance of school leaders across the District, promote departmental efficiency and effectiveness, to establish terms and conditions of employment, and to provide for equitable and peaceful adjustment of differences over the interpretation and application of this Agreement. The Board and Union recognize that a positive labor relationship that is built on mutual dignity and respect will help the Parties' achieve their mutual goals of building and maintaining successful schools. The Parties commit to fostering this partnership through ongoing communication and joint problem-solving. To that end, the Parties shall strive to treat each other with dignity and respect, and the Board shall strive to provide supervision of school administrators in a professional and constructive manner. Together, the Parties affirm their commitment to advancing equity and excellence for all students and staff.

## ARTICLE 1 - RECOGNITION

### **Section 1.16. Leadership Teams**

#### **A. Leadership Alignment Council**

- a. To support collaborative problem solving on district-wide leadership matters, the parties agree to establish a Leadership Alignment Council composed of up to four (4) representatives appointed by the District and up to four (4) representatives appointed by the Union. These representatives will include ONS Leadership and Auxiliary Union Presidents, or other individuals designated by each party.
- b. The Council will serve as a forum for open dialogue and proactive collaboration to identify emerging issues, address systemic challenges, and propose solutions that promote school improvement, leadership sustainability, and equitable student outcomes.
- c. The Council will focus on issues that are broad in scope and affect multiple schools or networks—not individual grievances or personnel matters. Topics may include the implementation of district-wide initiatives; professional development; operational expectations; and policy changes with leadership implications.
- d. The Council will meet quarterly, with each meeting including a different Auxiliary President and focusing on the networks they represent. This structure allows for rotating, data-informed discussion of region-specific trends and challenges. A joint agenda shall be distributed at least three (3) school days in advance.
- e. The Council is advisory in nature. It has no decision-making authority and shall not serve as a forum for bargaining.

#### **B. Instructional Leadership Team**

- a. Each school shall have an Instructional Leadership Team (ILT) to support the development and implementation of the Continuous Improvement Work Plan. The ILT will focus on three core areas: promoting cohesive instructional practices aligned with the school's vision and student learning goals; analyzing data to monitor progress, identify trends, and guide improvements to the instructional core; and planning and supporting staff development aligned to school goals. Core members should include, but not be limited to, teacher leaders from grade-level, content, or department teams; the intervention and/or student support lead; and relevant school programmatic content coordinators or specialists. The Principal, or designee, shall appoint all members of the team. The Principal, or designee, shall determine the meeting schedule, and norms in collaboration with team members and in alignment with district guidance.

## **ARTICLE 2 - FAIR PRACTICES**

### **2.1. Generally**

In accordance with the laws of the United States and the State of Illinois and the established policies and practices of the Board and the Union, there shall be no prohibited discrimination against any bargaining unit member on the basis of race, creed, color, age, sex, national origin, marital status, sexual orientation, citizenship status, gender identity/expression, religion, disability, or membership or participation in, or association with, the activities of the Union.

Members shall first seek redress of any individual discrimination, harassment or retaliation claims through the process set forth in Board Policy. If, following the conclusion of the internal investigation, the Member's complaint is found to be unsubstantiated, the Member and/or Union may file a grievance at Step 2 within ten (10) work days of the issuance of the final investigative finding. However, if the investigation is not completed within twelve (12) months of the complaint being filed the Member and/or Union have the option to file a grievance at Step 2. If the internal investigation substantiates the Member's complaint, it shall not bar the Member or Union from grieving any other matters within the definition of a grievance under this Agreement. In any arbitration proceeding concerning an alleged violation of this Article, the arbitrator shall apply and be guided by the collective bargaining agreement and applicable legal standards established under federal and Illinois anti-discrimination laws and relevant judicial and administrative precedent.

## **ARTICLE 3– EMPLOYMENT INVESTIGATIONS**

**Article 3 does not apply to investigations led by the OIG**

### **Section 3.1. Professional Administration of Investigatory Procedures**

#### **A. Responsibilities of Supervisors**

- a. Nothing herein shall prevent Network Chiefs or Principals from investigating a complaint or an incident involving a Member. All such investigations shall comply with this Article.

#### **B. Testing**

- a. No Member shall be subject to drug testing as part of the investigatory process, except pursuant to the terms of the Drug and Alcohol Free Workplace Policy.

### **Section 3.2. Informal Inquiries and Preliminary Fact-Finding**

- A. The Employer may, at its discretion, initiate an informal inquiry or preliminary fact-finding to gather initial information about a concern or allegation. The purpose of such informal inquiry is to assess the credibility or seriousness of the concern and decide whether further action, including a formal investigation, is warranted. Prior to asking any questions, the Employer shall verbally inform the employee of the general nature of the inquiry. This does not extend to situations in which the Member voluntarily discloses information to any inquiry. If during the informal inquiry or preliminary fact-finding the Member reasonably believes that the information being sought could lead to disciplinary action against them, the employee may request to have a union representative present for any questioning.
- B. The decision not to initiate further action following an informal inquiry shall not preclude an investigative unit from initiating a formal investigation based on the same allegations.

### **Section 3.3. Formal Investigation**

A formal investigation is initiated when the Employer determines that sufficient preliminary information exists to warrant a structured inquiry into alleged misconduct, violations of policy, or other potential violations of workplace rules or responsibilities that may lead to disciplinary action.

In the event that the Employer's investigative unit initiates a formal investigation in which the Member is a subject, the following procedures shall apply:

**A. Notice to Subjects of Interviews.**

- a. Members shall receive written notice that they are being investigated for possible misconduct, violation of policy, or other potential violations of workplace rules or responsibilities.
- b. The notice shall be provided to the Member and the Union at least three (3) school days in advance of the investigatory interview, except when exigent circumstances require otherwise.
- c. The notice shall contain a general statement of the allegation(s) being investigated.
- d. The notice shall inform the employee of the date, time, and location of the interview, and that they have the right to either a Union Representative (which may include a union attorney), a private attorney or proceed without representation. If the Member chooses not to use a Union Representative provided by the Union, the Member may secure a private attorney at their own expense.
- e. The notice shall specify the Employer's investigation unit responsible for conducting the interview. No more than two (2) Board representatives may ask questions during each interview.
- f. The notice shall also be accompanied by the Employer's existing notice of administrative rights.
- g. Member shall should not discuss the investigation in advance of the interview other than with their union representative and/or attorney and should not tamper with or destroy any documents and/or evidence. Violations of either of these directives may result in disciplinary action.

**B. Formal Subject Investigatory Interviews.**

- a. Interviews will generally take place at the investigation unit's office but may be held at the Member's work location or virtually when deemed appropriate by the Employer.
- b. All questions directed to the Member shall be asked by and through one interviewer at a time.
- c. Interviewers are not permitted to ask questions that are outside the scope of the allegations, unless a topic(s) is to be used for background information or is raised by the Member at which time Interviewers may ask questions about topic(s) raised by the Member.
- d. The subject investigatory interview of the Member shall be scheduled at a reasonable time and shall be held during the Member's regular work hours, unless the Member requests otherwise. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.
- e. The Member shall be permitted to caucus with their respective representatives or take a break, so long as there is no pending question. In the event a question is

pending, the Member shall answer the question first and then be permitted to caucus or take a break.

- f. A Member shall not be subjected to offensive or threatening language by Employer during an investigatory interview. Threats of transfer, non-renewal, dismissal, or disciplinary action, or promises of reward, are prohibited when used as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement or under law. This does not, however, preclude the Employer from accurately stating potential consequences of an investigation, asking direct questions pertinent to the matter, or imposing discipline under this agreement and established policies, or offering consideration for a Member's cooperation, including providing information about other involved parties, in determining disciplinary outcomes.
- g. If the member has any questions about the notice of administrative rights, they may have the opportunity to ask them at the beginning of each interview.
- h. Members shall be provided with one (1) opportunity to reschedule an investigatory interview, provided that the request to reschedule is made at least twenty-four (24) hours prior to the initially scheduled interview time, unless circumstances beyond the Member's, Union Representative's or attorney's control prevent such advance notice. The rescheduled interview shall be mutually scheduled and occur within a reasonable timeframe, not to exceed twenty (20) calendar days from the date of the original scheduled interview, unless otherwise mutually agreed upon. Notwithstanding the above, the Employer reserves the right to conduct an interview within a shorter timeframe when the nature of the allegations requires immediate investigation.
- i. All Members shall provide complete and truthful responses to questions posed during interviews.

#### **Section 3.4. Conclusion of Formal Investigation**

- A. Upon completion of a formal investigation with a substantiated allegation against the Member, the Member shall receive a copy of the investigation report with the pre-disciplinary notice. If the investigation is unsubstantiated, the Member shall receive written notice that the matter has been closed. Whenever the Board has previously issued notice to the school community of the Member's removal from an attendance center based on a pending investigation, and the investigation is fully unsubstantiated, the Board shall also issue written notice to the school community that the investigation was unsubstantiated within a reasonable amount of time.

#### **Section 3.5. Member As A Witness**

- A. The Board has the right to interview Members as witnesses in any investigation. Members do not have the right to union representation or any other representation during

an investigatory interview if they are questioned solely as a witness and do not reasonably believe that the interview may result in discipline against them.

- B.** For interviews where a Member is questioned as a witness by an Employer's investigative unit, the Board shall provide the Member with written notice that they are being interviewed as a witness.
- C.** During the course of a Member's interview by an Employer's investigative unit, if at any point their answers cause the investigator to form a reasonable belief that the Member's statements or the emerging facts indicate that the Member may have violated a policy or rule of the Board, the investigator will refrain from asking additional questions and conclude the interview. Once the Member has been identified as the subject of an investigation, the Employer's investigative unit ~~Board~~ must follow the procedures in Section 2 above.
- D.** However, if the investigator reasonably believes egregious misconduct has occurred—such as actions posing a serious risk to student or staff safety, or causing significant harm to the District's integrity or operations—the investigator may continue the interview to clarify urgent safety concerns or essential facts necessary to prevent imminent harm. In such cases, the Employer's investigative unit shall notify the Member as soon as practicable that they are a subject of an investigation and proceed according to Section 2.

## ARTICLE 4- DISCIPLINE AND DISCHARGE

### **Section 4.1. Guiding Principles**

#### **A. Just Cause**

- a. Contract Principals. Discharge or non-renewal of Contract Principals shall be pursuant to the Illinois School Code. The discharge or non-renewal of contract principals is not subject to the grievance and arbitration procedures of this Agreement<sup>1</sup>. For all other forms of disciplinary action, the Parties agree that any such discipline as defined in this Article shall be for just cause only and subject to the appeal process outlined in Section V of this Article.
- b. All other Members of the Bargaining Unit. Discharge and discipline of all other bargaining unit members shall be for just cause only.

#### **B. Progressive Discipline**

- a. The Employer shall apply the principles of progressive discipline, except in cases where circumstances justify otherwise.

#### **C. Non-Disciplinary Coaching**

- a. The Parties recognize the value of constructive, non-disciplinary coaching, training and/or supervision of employees. Accordingly, non-disciplinary forms of correction, new or renewed training, performance improvement plans and/or performance directives, or providing employees with a Non-Disciplinary Memorandum of Understanding are encouraged, and may be used to provide employees with constructive guidance prior to initiating discipline. The Employer is not required to engage in non-disciplinary coaching prior to initiating disciplinary action.
- b. Failure of a Member to remediate the issues raised in non-disciplinary coaching may be used as the basis for future disciplinary action.
- c. Given the non-disciplinary nature of these conversations, Members are not entitled to union representation during such discussions.

**D. “Work Days”** means days when Principals and Assistant Principals are scheduled to work, excluding weekends, holidays, and other non-scheduled days per their work year calendar.

**E. “Calendar Days”** means all days in a month, including weekends and holidays.

### **Section 4.2. Scope and Applicability**

#### **A. Conclusion of Assignments or Displacement**

- a. For purposes of this Agreement, the conclusion of a Resident, Acting, or Interim Principal assignment, or Assistant Principal assignment, or a displacement from

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<sup>1</sup> Specific article to be included once finalized

such an assignment, shall not constitute a discharge for cause or discipline. Likewise, the non-renewal of a Member's employment for the succeeding school year shall not constitute a discharge for cause or discipline. The Board retains sole discretion to end or not renew such assignments, and such actions shall not be subject to the grievance or arbitration procedures set forth in this Agreement.<sup>2</sup> [The Union is putting a placeholder here on the issue of the Administrator's Pool.]

### **Section 4.3. The Pre-Disciplinary Process**

#### **A. The Pre-Disciplinary Meeting Notice**

- a. The Member and Union shall be provided with a pre-disciplinary meeting notice, at least three (3) work days in advance, that includes a complete copy of the investigative report (if any) and all supporting materials.
- b. Members shall be provided with one (1) opportunity to reschedule the meeting, provided that the request to reschedule is made at least twenty-four (24) hours prior to the initially scheduled meeting, unless circumstances beyond the Member's control prevent such advance notice. The rescheduled interview shall occur within a reasonable timeframe, not to exceed five (5) work days from the date of the original scheduled meeting, unless otherwise mutually agreed upon.

#### **B. Pre-Disciplinary Meeting**

- a. The Member is entitled to have up to one union representative at the pre-disciplinary meeting and is responsible for ensuring their representative's presence. If the Member chooses to have a union representative present, the Employer may also have a representative present. Otherwise, the pre-discipline meeting is a private meeting.
- b. During the pre-disciplinary meeting, the Member shall have the opportunity to respond to the alleged misconduct by presenting documents and/or making a statement. The response may not include the presentation of witnesses or other testimony. The Member may provide a written supplement to their responses from the pre-disciplinary meeting within five calendar days following the meeting.
- c. For the purposes of pre-disciplinary meetings, a union representative means a non-attorney representative. No Employer attorney shall be present.
- d. The Member may suggest that further investigation be conducted or offer any additional information or mitigating factors for consideration. In the event a further formal investigation is conducted, the Member shall be provided with the results of such subsequent formal investigation, along with supporting documentation, prior to the imposition of any discipline.

#### **C. Discipline**

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<sup>2</sup> Specific article to be included once finalized

- a. After the pre-disciplinary meeting, the Employer shall determine what level of discipline, up to and including dismissal, is appropriate. If the Employer decides to discipline the Member, it shall provide the Member and Union with written notice of the decision to issue disciplinary action and a summary of the reasons for the decision.

#### **D. Unpaid Leave**

- a. No bargaining unit employee shall be placed on unpaid leave or unpaid status for disciplinary, or possible disciplinary, reasons without notice and the opportunity to be heard. Thus, no Member may be placed in an unpaid leave status for disciplinary, or possible disciplinary, reasons until after the pre-disciplinary meeting or administrative leave meeting. If a contract principal's contract expires while they are removed pending investigation, they will not continue to be paid.

### **Section 4.4. Definition of Discipline**

- A. For the purpose of this Agreement, the term “discipline” shall be defined as the following actions:**
  - a. Written Reprimand
  - b. Suspension Without Pay (up to thirty workdays)
  - c. Warning Resolution (for contract principals only)
  - d. Discharge for cause

### **Section 4.5. Appeal of Discipline**

The procedures set forth in this Article constitute the sole and exclusive process for any and all challenges to disciplinary action administered by the Employer.

- A. Written Reprimand.** A written reprimand is not subject to an appeal process nor to the grievance and arbitration procedures in Article 5 unless it is relied on for further disciplinary action. If it is relied upon for further disciplinary action, the Union may challenge the written reprimand in any arbitration proceedings related to said further disciplinary action.

#### **B. Appeal of Disciplinary Suspensions:**

- a. Suspension of Five (5) or Fewer Work Days.** A Member who receives a suspension of five (5) or fewer work days shall have the right to appeal the suspension through a paper review. To initiate an appeal, the Member must file a written request for a paper review with the Executive Director of the Office of Administrative Hearings within ten (10) calendar days of receiving the Notice of Disciplinary Action. Such written request must include the Member's full name, employee identification number, the date of the disciplinary action being appealed, and a statement of the grounds for the appeal. Following the issuance of

the paper review decision, the Member shall have the right to appeal the suspension to Step 3 - Arbitration as provided for in Article 5 (Grievance and Arbitration Procedure), provided such an appeal is filed within thirty (30) calendar days of issuance of the paper review decision.

- b. Suspensions of Six (6) or More Work Days. A Member who receives a suspension of six (6) or more work days shall have the right to appeal the suspension beginning at Step 2, followed by Step 3, of the grievance and arbitration procedure outlined in Article 5, provided such appeal is filed within the timelines established in each step.

#### **C. Warning Resolution (Contract Principals Only)**

- a. A Contract Principal who receives a Notice of Intent to Issue Warning Resolution shall have the right to appeal the Warning Resolution by requesting an expedited arbitration. To initiate an appeal, the Contract Principal must file a written request for an expedited arbitration with the Executive Director of Administrative Hearings within ten (10) calendar days of receiving the Warning Resolution. The parties shall select an arbitrator consistent with Article 5 (Grievance and Arbitration Procedure) and the grievance shall be heard by the arbitrator within sixty (60) calendar days of the arbitration demand. The arbitrator shall issue a bench ruling and award at the conclusion of the hearing, but may subsequently issue a written ruling explaining the award upon a request of either party. The award shall state whether the Employer had just cause to issue the Warning Resolution or whether lesser discipline is warranted, and shall specify the appropriate level of discipline. If lesser discipline is ordered, the award shall be final, binding, and not subject to further grievance.
- b. Contract Principals may be issued a Suspension Without Pay and a Warning Resolution concurrently based on the same incident. When both forms of discipline are issued together, they shall be treated as a single disciplinary action and shall be subject to the expedited arbitration process provided above.

#### **D. Discharge (Except Contract Principals) -** With regard to discipline, it remains the Union's position that it has a statutory right to have all discipline subject to binding arbitration, except Contract Principal Discharge, or where the parties mutually agree otherwise. It is the Union's position that the District's proposal to have all discharge be non-binding and subject to the decision of the Board's CEO is a permissive waiver of the Union's statutory rights. The District does not agree with the Union's characterization and maintains its own position on this issue. By agreeing to all other provisions contained in this Article, neither party waives its rights or positions regarding the issues surrounding discharge. This issue remains unresolved and will continue to be addressed as part of ongoing negotiations between the parties.

### **Section 4.6. Personnel Files**

#### **A. File Inspection**

- a. The Employer's personnel files and disciplinary history files relating to any Member, upon due notice, shall be open and available for inspection and copying by the affected Member during regular business hours, except for information which the Employer deems confidential. Said files shall be made available for inspection by the affected Member by no later than thirty (30) calendar days after the Employer's receipt of notice from the Member. Nothing in this Section shall be construed as in any way limiting Members' rights to access personnel files as provided by law, or the Employer's use of said records.

**B. Limitation on Use of File Material**

- a. Any material and/or matter not available for inspection shall not be used in a disciplinary proceeding or evaluation adverse to the Member.
- b. Any information of an adverse employment nature which is unfounded, exonerated, or otherwise not sustained, shall not be used in any manner or any forum adverse to the Member's interests.

**C. Grievance Matters**

- a. Grievance filings and related documents shall not be placed in the Member's personnel file, except for final outcomes relating to disciplinary actions.

**D. Derogatory Statements**

- a. No derogatory statement about a Member originating outside the CPS system shall be placed in the Member's personnel file, provided further, that any official report or statement originating within the CPS system may be placed in the Member's personnel file only if the Member is provided a dated copy in writing at the same time. The Member may respond, and such response shall be attached to the filed copy.

## ARTICLE 5 - GRIEVANCE PROCEDURE

### Section 5.1. Grievances Generally

- A. Definition of a Grievance. Complaint that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement, excluding any matter expressly excluded from the grievance procedure by terms of this Agreement.
- B. No grievance shall be recognized by the Board or the Union unless it is presented to the Board within ten (10) work days of the occurrence of the event giving rise to the alleged violation, or from the time the grievant(s) or the Union should reasonably have become aware of the occurrence of the event giving rise to the alleged violation, whichever is later. It is agreed that time limitations set forth herein are of the essence. Failure of a grievance to be filed within the timelines set forth in this Article is a waiver of the alleged violation unless said time limitations are extended by agreement of both parties to this Agreement.
  - a. In the case of a salary grievance, a grievant may file a salary grievance within three (3) calendar years of when the salary grievance arose.
  - b. Failure by the aggrieved Member or the Union to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that level.
  - c. Failure to Appear. If the aggrieved Member(s) fails to appear at a scheduled grievance meeting, the grievance shall be deemed to have been resolved, provided that the aggrieved person was given notification of said meeting, and their failure to appear was not due to an emergency. However, the aggrieved Member(s) shall not be required to appear if the Union and CPS mutually agree that their presence is not necessary.
- C. The Employer shall allow the Union's representative a reasonable period of time during the day to investigate grievances. In the event clarification is necessary as to what constitutes reasonable time, the Chief Labor Relations Officer (or designee), after consultation with the Union, shall make the final determination.
- D. Before a formal grievance is initiated, the Member and/or the Union should make a sincere attempt to resolve any dispute on an informal basis with the Member's immediate supervisor. A Union representative may assist the Member in seeking an informal resolution if the Member desires. If the dispute is not resolved, or this informal process is not utilized, the following procedure shall be used to adjust grievances.
- E. If a grievance affects more than one Member at more than one school, it shall be designated as a class grievance, and a single grievance will be filed. This grievance may be presented by a single selected Member representative of the group or class and the Union. The parties may mutually agree to consolidate grievances.

- F. A grievance may be withdrawn without prejudice to the Union unless stated otherwise in this Agreement. Any subsequent grievance must comply with the timelines set forth in this Article on its own merit.
- G. Grievance proceedings—including all details, discussions, and outcomes—shall be kept confidential. Neither party shall disclose information related to the grievance to any individual not a party to the grievance without the express written consent of both the Board and the Union, except as required by law. This section is not intended to, and shall not, prevent the disclosure of information concerning grievance proceedings in arbitration or other litigation between the parties.
- H. A Member who files a grievance shall be represented solely by a Union representative at all levels of the grievance procedure, except that the aggrieved Member may decline representation at Step 1. Representation by the parties' attorneys shall be limited to Step 3—Arbitration.
- I. **“Work Days”** means days when Principals and Assistant Principals are scheduled to work, excluding weekends, holidays, and other non-scheduled days per their work year calendar.
- J. **“Calendar Days”** means all days in a month, including weekends and holidays.

## **Section 5.2. Grievance Procedure**

An individual Member and/or the Union (“Grievant”) may file a grievance at Step 1, and only the Union may advance a grievance to Step 2 - Office of Administrative Hearings or Step 3 - Arbitration. In any case in which an individual Member files a grievance without participation of the Union, the Employer shall copy the Union on any subsequent decisions or appeals. Where the Union files the grievance, it may be filed on behalf of an individual or affected group of individuals.

### **A. Step 1 – School level.**

- a. A Grievant shall raise the grievance in writing to their immediate supervisor within ten (10) work days of the occurrence of the event giving rise to the alleged violation; or from the time the grievant or the Union should reasonably have become aware of the occurrence of the event giving rise to the alleged violation, whichever is later, if the grievance is based upon the authority of the Grievant's immediate supervisor. The Grievant will specify the article(s) of the Agreement alleged to have been violated, a brief description of the facts giving rise to the grievance, including relevant dates, and the requested remedy. The immediate supervisor, the grievant, and a Union Representative - unless the grievant chooses to meet with the immediate supervisor alone - shall meet within five (5) work days after the grievance is filed. The immediate supervisor will render their decision to the Grievant in writing within five (5) work days after meeting, and

will state the basis for the decision. If the grievance is not resolved, it may be advanced to Step 2.

**B. Step 2 - Office of Administrative Hearings.**

- a. If the grievance is not resolved at Step 1, or the grievance involves an action of an authority higher than the Grievant's immediate supervisor, the Grievant, through the Union, can submit the grievance, using a mutually agreed upon form, to the Office of Administrative Hearings within the timeliness set forth in Step 1.A or within ten (10) work days after the grievant's immediate supervisor renders the Step 1 decision. Copies of the original grievance, the appeal and any decision rendered shall be forwarded to the Office of Administrative Hearings with the request to review. The Grievant, the Union, and the grievant's immediate supervisor shall meet with the Office of Administrative Hearings within twenty (20) work days from the submission of the written appeal. The Office of Administrative Hearings will render their decision to the Grievant in writing within twenty (20) work days after meeting, and shall state the basis for the decision.

**C. Mediation.**

- a. Upon mutual agreement, the parties may engage in mediation of any grievance for which a demand for arbitration under this Article has been submitted. If mediation is utilized, the arbitration demand is due ten (10) work days after mediation concludes. In the event that such mediation does not result in a resolution of the grievance, the parties shall proceed with the selection of an arbitrator and schedule the matter for an arbitration hearing pursuant to the procedures set forth herein.

**D. Step 3 – Arbitration.**

- a. If an arbitrable dispute is not resolved at Step 2, the Union may file a written demand for arbitration with the Office of Administrative Hearings within fifteen (15) work days from the date the Step 2 decision is issued.
- b. Roster of Arbitrators.
  - i. A rotating Roster of Arbitrators shall be used by the parties. The Employer and Union will select a roster of eight (8) arbitrators. All arbitrators shall be selected by mutual agreement. In the event the parties cannot mutually agree upon the selection of a full roster of eight (8) arbitrators, the parties shall contact the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA) for a list of arbitrators in Greater Chicago (excluding those upon whom agreement may have been reached). The parties will then alternately strike names from such list until the remaining number of arbitrators are left to make up a roster of eight (8). The Union may strike first unless it waives this right. Every year each party has the right to remove up to two (2) arbitrators from the Roster of

Arbitrators and have them replaced with other arbitrators selected in the same manner as the initial selection. The parties may mutually agree at any time to remove an arbitrator from the panel of eight (8). If the parties so agree, they may mutually agree to replace such arbitrator with another arbitrator who is mutually acceptable.

- c. Allocation of Fees and Expenses.
  - i. The cost of arbitration shall be equally shared by the parties. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.
- d. Selection.
  - i. Upon a Step 3 request for arbitration, an arbitrator from the Roster of Arbitrators will be selected by mutual agreement of the parties. If the parties cannot mutually agree upon an arbitrator, then the arbitrator shall be selected through a striking process. The parties shall toss a coin to determine who strikes first. Each party shall strike a name until a final arbitrator remains. The remaining arbitrator shall be contacted as soon as practicable following the Step 3 request to obtain the arbitrator's commitment to arbitrate the grievance. If an arbitrator is not available to hear a case, the striking process shall be repeated and the new arbitrator contacted as soon as practicable.
  - ii. The parties may mutually agree not to use a particular arbitrator for a specific case, or to select an arbitrator who is not on the Roster of Arbitrators. The parties may mutually agree to submit more than one (1) grievance to a selected arbitrator. The arbitrator shall have the right to subpoena witnesses.
- e. Power of Arbitrator.
  - i. Questions of procedural arbitrability shall be decided by the arbitrator.
  - ii. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be final and binding on all parties to the dispute, except with regard to Principal discharge and removal, which shall be handled pursuant to Section 34-85 of the School Code.
  - iii. Within one hundred and eighty (180) calendar days after the completion of the hearing, the arbitrator shall render a decision and opinion. The decision shall be final and binding on the parties.
- f. Pre-Arbitration Meeting.
  - i. After an arbitration hearing date has been set for a grievance, the BOARD or the UNION may request a pre-arbitration meeting between counsel for

the parties. The meeting shall occur within 45 calendar days of the written request, except where a party has good cause for being unable to meet within 45 calendar days. In such cases, the pre-arbitration meeting shall take place as soon as practicable, but no later than 30 calendar days prior to the arbitration hearing. At the pre-arbitration meeting, the parties' counsel: (A) shall discuss the scope of the grievance and the remedy the union will be seeking, (B) shall each propose an issue statement, and (C) shall discuss any potential for settlement. Within a reasonable amount of time thereafter, the parties will attempt to agree to a joint issue statement.

g. Joint Arbitration Review Committee.

- i. The parties shall establish a Joint Arbitration Review Committee to provide a forum for discussing the possible settlement of pending arbitration cases. The Committee shall be comprised of an equal number of representatives from both the Employer and the Union. Either party may bring forth cases they wish to discuss with the other party for potential resolution. The committee shall meet on a quarterly basis.

## **ARTICLE 8 - SAFE AND HEALTHY WORK ENVIRONMENT**

### **Section 8.1. Incident Response Protocol.**

- A.** In the event of a safety emergency, consistent with the Student Code of Conduct, school administrators may use their judgment to contact the police if they determine that a situation poses an imminent threat of danger or imminent harm to students, staff, or others in the school, or if there is active criminal activity that requires police involvement. After contacting the police in an emergency, school administrators or their designee should notify the CPS Student Safety Center, followed by their Network Chief or Deputy Chief. No school administrator shall be subject to retaliation or discipline for calling the police in good faith during an emergency.
- B.** In non-emergency situations involving harassment, intimidation, or threats of violence against themselves, other students or staff, Members should first contact CPS Student Safety Center and then notify their Network Chief.
- C.** For both emergency and non-emergency incidents, all such incidents must be documented and submitted by the Member, or their designee, in Aspen (or any District-approved platform) within forty-eight (48) business hours. In response to an emergency incident, the Network Chief or their designee shall follow-up with the Member within forty-eight (48) business hours after the incident is submitted in Aspen (or any District-approved platform). To facilitate such notice and follow-up, the Board will explore the feasibility of adding an escalation mechanism to Aspen.

### **D. Delivery of Reintegration Plan**

- a. Whenever a Member is directly involved and personally harmed by a school-based incident, they shall not personally deliver reintegration plans to involved students or issue restricted access notifications to parents, guardians, or community members, unless the member opts, in writing, to deliver such plan or notifications. Otherwise, their immediate supervisor shall determine the appropriate support personnel who will be designated to carry out these responsibilities. This section is not intended to limit or alter the Board's options concerning the involved student.

### **E. Safety Plan**

- a. Upon request by the Member and submission of an Aspen report documenting a work-related credible threat to their safety or well-being, the Member and their immediate supervisor shall meet to discuss safety concerns and collaboratively develop a written safety plan. This meeting shall occur within three (3) school days of the request and the completion of the Aspen report, unless extenuating circumstances require additional time, in which case the Member shall be informed of the anticipated timeline. Based on the information submitted in Aspen, the immediate supervisor shall finalize and provide the written safety plan

to the Member within forty-eight (48) hours of the meeting, unless extenuating circumstances require additional time, in which case the Member shall be notified of the revised timeline. If the initial Aspen submission is updated, the Member shall notify the immediate supervisor. The Employer shall maintain an active list of resources for community partners and vetted vendors to assist in maintaining a safe school environment, and shall update this list bi-annually.

### **Section 8.2. Whole School Safety Policy**

A. The Whole School Safety Policy, including any future amendments or revisions of said policy, made by the Board, shall be incorporated into this Agreement. Any such amendments or revisions shall be discussed, and, when appropriate, negotiated with CPAA prior to implementation. The BOARD and the UNION are jointly committed to supporting the holistic safety of all our schools through policies and programs that address the physical, behavioral, and social-emotional safety, health, and well-being of every student. To that end, the Board has developed the Whole School Safety Policy to guide all schools in adopting a Whole School Safety Framework that addresses physical safety, emotional safety, and relational trust within the school community. All schools shall adopt a Whole School Safety Plan consistent with Board policy that outlines a school's vision, priorities, and strategies to cultivate an environment of physical, emotional, and relational safety. Each school's Whole School Safety Plan shall be collaboratively developed incorporating views from school administration, teachers, staff, parents and students.

### **Section 8.3. Joint Committee on Post-Incident Support Protocols and Measures**

A. The Employer and Union agree to form a Joint Committee on Post-Incident Support Protocols with equal representation from both parties. The Committee will review current district practices for how school administrators request assistance in developing safety and reintegration plans following school-based incidents, and how the District responds to these requests for assistance. It will identify gaps in existing processes and identify gaps in the District's responses to reported incidents, and recommend ways to build greater clarity, consistency, and alignment across schools. The Committee will meet at minimum quarterly, or more frequently as mutually agreed upon, and may consult with relevant departments to inform its recommendations.

### **Section 8.4. Guidance for Promoting a Welcoming, Respectful, and Safe School Environment**

A. The Board and CPAA shall develop and provide guidance to schools for inclusion in school-based parent handbooks that highlight shared expectations for creating a welcoming, respectful, and safe environment for all members of the school community and visitors. This guidance will include respectful behavior standards, reinforce safety protocols, and offer supportive procedures schools can follow to maintain a positive and collaborative climate. The guidance shall be shared with all school principals no later than August 1 of each school year to allow for timely inclusion in school-based parent handbooks. The Board and CPAA shall also agree on content and language that can be posted by schools to notify individuals of these expectations that may be posted near the front entrance of each attendance center, upon request of a Member.

### **Section 8.5. Training**

A. All Members shall be required to complete Safety Care Training, in accordance with the Policy on Behavioral Interventions, Physical Restraint, Time-Outs, and Momentary Physical Intervention for Students. The District shall develop and communicate a schedule to ensure that all current members complete the required initial training no later than the first teacher attendance day of the 2027-2028 school year. All new members shall be required to complete the training as part of their onboarding process. All Members shall also be required to complete the annual Safety Care recertification within the timeline established by the District.

B. The Board will offer Whole School Safety Policy training, asbestos awareness training, and student discipline training to employees. The Board will continue to provide Emergency Planning resources.

### **Section 8.6. Injury Leave and Pay**

A. Bargaining unit employees who are injured as a result of a school-related assault or battery shall be immediately released from duty to seek first aid or medical attention following the incident and may take up to 3 sick leave days to seek counseling or medical support in order to assess the extent of their injuries. If the injury is ultimately covered under Workers' Compensation, the bargaining unit employee will have the sick leave days used for this purpose credited back to their account.

### **Section 8.7. Emergency Response**

A. In the event of an emergency, the Principal, Network Chief, and Safety and Security team will work together to assess the situation and coordinate the necessary support for staff, students and community members. The Chief Executive Officer and/or designee shall have the sole authority to cancel classes the day after an incident, ensuring that the school

remains open to provide essential services, including mental health support and meals to students.

### **Section 8.8. Notice of Serious Incidents**

- A. When serious incidents impacting school community safety occur, the BOARD shall notify the UNION within 24 hours acknowledging the incident and the steps taken to address it. A “serious incident” is defined as: (1) death of a student or staff member; (2) any incident of gun violence on school property or in the community that involves a student; (3) situations that pose an immediate threat to the physical safety of students or staff. Both parties have a mutual interest in the well-being and support of school leaders in navigating serious incidents and will strive to coordinate the necessary support for the member(s) based on the seriousness of the incident.

### **Section 8.9. Student Discipline Committee**

- A. The Union and Employer shall meet annually to discuss student discipline trends and efficacy. The Committee shall be comprised of an equal number of representatives, and they shall review disciplinary data and patterns in an effort to develop more effective student disciplinary practices.

## **ARTICLE 12 - PROFESSIONAL DEVELOPMENT**

### **Section 12.1. Professional Development Days**

**A.** The Board shall grant up to five days, per fiscal year, per Member as an-excused absence(s) for the purpose of attendance at non-Board mandated professional conferences. Such requests must be submitted to the Member's supervisor in alignment with the Employee Travel and Work-Related Expense Reimbursements Manual, or at least 14 calendar days in advance if the travel procedures do not apply, and shall be approved so long as the request is consistent with the educational, supervisory, or operational needs of the Board or impacted school(s). Additional days beyond the five days may be approved upon mutual agreement between the Member and immediate supervisor. The Board may require a Member's attendance at a professional conference and such days will be paid and will not count against the five days for non-Board mandated conferences in this Section. Some professional development activities may be held at a central location. Travel reimbursement will be provided pursuant to the Board's travel reimbursement policy.

### **Section 12.2. Union Meeting During Professional Development Days**

**A.** The Union shall be granted 15 minutes immediately prior to or after the Summer Leadership Institute, New Principal Institute, and New Assistant Principal (AP) Institute to meet with bargaining unit Members present. The Union agrees that nothing in its presentation shall be defamatory toward the Board or its agents and the Union is responsible for the content of the presentation. If space allows and exclusive of the central office, the Union may set up a table for employee membership sign ups and other Union information. The Board shall provide the Union with advance notice as is practicable regarding the date, time, location and what group of employees shall be in attendance. The Union shall also provide the Board with five workdays' advance notice of its intention to attend the Summer Leadership Institute, New Principal Institute and New Assistant Principal Institute. During this time, the Union agrees to refrain from making disparaging remarks about the Board or its representatives and from distributing materials that are inflammatory or inconsistent with the professional and collaborative spirit of the event.

### **Section 12.3. Professional Development Committee**

The Board and Union shall establish a joint Professional Development Committee, composed of an equal number of representatives from each party and comprised of representatives across

academic departments. Members who are on the committee shall be allowed to attend committee meetings during work hours.

The Committee shall have two distinct functions:

- A. Professional Development Initiatives for Members:** The Committee shall meet annually to collaboratively review Board-administered professional development programs and initiatives for bargaining unit members. These efforts should support both new and veteran employees, focus on topics relevant to school administrator development, and align with District academic and operational priorities, including the School Leadership Framework (or other District standards for school leadership). The Joint Committee shall work toward a consensus-based recommendation to the CEO and Union President by the end of each school year. If consensus is not reached, the CEO will consult with the Union President before making a final decision.
- B. Scheduling of Professional Learning for School-Based Staff:** The Committee shall collaboratively review key dates, including principal-directed professional development days, and provide input on the timing and scheduling of district-wide and department-wide professional learning offerings developed by central office departments for school-based staff. Effective school year 2026-2027 and for the duration of this agreement, the Board shall designate three (3) principal-directed days each year on which no district-mandated training for teachers will be scheduled.

#### **Section 12.4. Transition from Principal Advisory Council to Principal Alignment and Collaboration Team**

During the 2025–2026 school year, the CEO shall begin transitioning from the existing Principal Advisory Council (PAC) to the newly established Principal Alignment and Collaboration Team (PACT). This transition shall include communicating the new structure and purpose of the PACT to all principals, concluding the work of the PAC, and initiating preparations for the first PACT election cycle.

The CEO shall maintain engagement with the PAC throughout the 2025–2026 school year while beginning to shift principal engagement efforts to align with the structure and goals of the PACT. The PAC shall formally sunset no later than June 30, 2026, and the PACT shall be fully operational beginning with the 2026–2027 school year in accordance with the terms outlined herein.

The District shall work collaboratively with CPAA during the transition period to support a smooth and transparent rollout of the PACT, including outreach to eligible principal voters,

distribution of relevant materials, and communication about the purpose, expectations, and processes of the PACT.

### **Principal Alignment and Collaboration Team**

Effective School Year 2026–2027, the District and the Union shall establish a *Principal Alignment and Collaboration Team* (“PACT”).

The PACT shall consist of elected principals from across the District and serve as a forum for the Superintendent and designees to communicate District priorities and initiatives to school leaders and to solicit their input and feedback in a collaborative manner. PACT members shall serve two-year terms. No individual may serve two consecutive terms.

The PACT shall be composed as follows:

- One (1) principal per elementary network;
- Two (2) principals per high school network;
- Two (2) principals from the Options Network; and
- Two (2) principals from ISP schools.
- The District may appoint up to three (3) Charter School leaders.

PACT members shall bring an inclusive perspective that reflects the needs of students, staff, families, and schools at the network, geographic, or District level, rather than from a solely school-based perspective. All PACT members shall serve on at least one subcommittee, as determined by the PACT.

All contract and interim principals shall be eligible for nomination within their respective network or group. Each principal shall be entitled to vote for up to three (3) candidates within their network or group. The principal(s) receiving the highest number of votes in each network or group shall be invited to serve. If a candidate declines, the next highest vote-getter shall be invited. If a seat becomes vacant mid-term, a new election shall be held within the affected network or group to fill the vacancy. The Union shall be responsible for administering the election process.

The PACT shall meet at least every other month during the school year. Meeting agendas, minutes of all meetings and summaries shall be distributed to PACT members, the Union, and relevant District leadership. PACT members shall actively consult with principals in their networks to gather diverse perspectives and shall approach participation with a collaborative, solution-oriented mindset.

## **ARTICLE 13 - UNION REPRESENTATION**

### **Section 13.1. Regular Leadership Meetings**

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

### **Section 13.2. Labor-Management Meetings**

- A.** It is agreed that the parties will continue their Labor-Management Committee composed of an equal number of representatives of the Board and the Union, and it shall meet on a monthly basis during the term of the Agreement. The purpose of the Committee is to deal with concerns and/or topics of mutual interest to the parties. The Committee chairs shall be responsible for setting the agenda for each meeting. Both parties shall have the opportunity to propose agenda items in advance of the meeting. The final agenda, along with any supporting materials, shall be distributed to all Committee members twenty-four (24) hours prior to each meeting to allow for adequate preparation and discussion.

### **Section 13.3. Mutually Scheduled Meetings**

- A.** Whenever bargaining unit employees are scheduled by mutual agreement between the BOARD and the UNION to participate during working hours in conferences, meetings, grievance arbitrations, or collective bargaining negotiations with respect to the Agreement, or other mutually agreed-upon matters that support the labor-management relationship or are necessary for the effective operation of the district, they shall suffer no loss in pay. The number of bargaining unit employees granted paid release time under this provision shall not exceed twelve (12) for any single event, unless explicitly approved in writing by the Chief Executive Officer or their designee. Requests for such meetings must be submitted with no less than five (5) calendar days' notice, unless otherwise agreed.

### **Section 13.4. Implementation of the Collective Bargaining Agreement**

- A.** The Board acknowledges and agrees that the implementation of the Collective Bargaining Agreement necessitates that Members, Network Chiefs, Deputy Chiefs, and supervisory Board personnel be familiar with the Collective Bargaining Agreement. Prior to the beginning of the school year, the Board and the Union shall utilize the Labor-Management forum to mutually agree contract provisions and issues related to the

Agreement that require further attention or clarification. Subsequently, the Board will determine the most effective means of communicating these identified contract provisions and issues to Members, Chiefs, Deputy Chiefs, and other supervisors utilizing training sessions, meetings and/or other forms communications.

## **Section 13.5. Union Access**

### **A. Access to School Buildings**

- a. The Union (e.g. Auxiliary Leaders and Union Stewards) shall have the right to schedule meetings in a school building before or after the school day, and during lunch time of bargaining unit members for matters concerning their employment, the provisions of this Agreement, and for the conduct of Union business. Such meetings require a minimum of twenty-four (24) hours' advance notice to the Network Chief and the school principal. The notification must specify the proposed date, time, duration, and the names of the individual attendees. All meetings must be scheduled and conducted in a manner that does not interfere with previously scheduled school events, instructional time, student activities, or other school operations. Where such meetings are held outside of the operating hours of that school, the Union shall pay the additional costs. All attendees must comply with the protocols for visit to CPS premises.

## **Section 13.6. Union Leave**

- A. Up to four (4) Bargaining unit employees who are elected or appointed to full-time positions with the Union shall be granted leaves of absence in one fiscal year increments without pay for the purpose of accepting those positions. Such leaves shall be granted upon appropriate application by the Union, but no more than four (4) bargaining unit employees shall be granted release during any one (1) fiscal year. The Union must provide advance notice of such leave requests by March 1st preceding the fiscal year requiring leave. The Board will grant these leaves contingent on the bargaining unit employee resigning from their performance contract (if applicable) or forfeiting all rights to their current assignment.**
- B. Number and Length of Leaves. The Board shall grant up to four (4) bargaining unit employees who are elected or appointed to full-time positions with the Union. The Board will grant these leaves without pay in increments of one fiscal year for the purpose of accepting these positions upon appropriate application by the Union. The Board shall extend those leaves in increments of one fiscal year.**
- C. Health Care and Dental Benefits During Leaves. Bargaining unit employees who are on leaves pursuant to this Article 3.6 may continue their health care and dental benefit coverage, provided that they pay the full cost of such coverage.**

- D. Pension Contributions During Leaves.** Bargaining unit employees who are on leaves pursuant to this Article 3.6 shall be permitted to pay the contributions required or permitted by law to be made by the employee and the Board to the applicable pension fund to ensure that full credit for retirement purposes is granted for the time spent on such leaves of absence.
- E. Step Attainment While on Leave.** Bargaining unit employees who are on leaves pursuant to this Article 3.6, if returning to their prior position, shall be placed on the salary step that incorporates their time on leave. If the employee takes a new position, their salary step placement will correspond to the terms of the new position.
- F. Return from Leave.** A bargaining unit employee on leave pursuant to this Article 3.6 who decides to return to Board employment, shall be eligible to be placed in a district-wide administrator pool for up to one fiscal year. The bargaining unit employee shall stay in that pool unless or until the employee obtains another position, at which time all salary and benefits of the new position shall control. After one fiscal year in the district-wide pool, if the bargaining unit member has not otherwise obtained another position, the bargaining unit employee's employment with the Board shall end unless the employee requests to remain and the Board opts to retain them in the pool in increments of fiscal quarters. This provision does not preclude the bargaining unit employee from securing a permanent role while in the pool.

### **Section 13.7. Vacation/Personal Days for Union Meetings**

- A.** Requests for vacation or personal business days to attend conventions, meetings or training concerning internal Union matters may be considered for approval, provided the request is submitted with at least ten (10) school days advance notice and approved by the immediate supervisor. Approval is contingent on ensuring minimal disruption to operations and maintaining the safe and efficient operation of the schools and district. The number of employees granted such absences simultaneously shall be limited to prevent undue disruption to the operations of a school or district. The Chief Executive Officer or their designee may limit the number of Members granted leave any given time to prevent undue disruption.

### **Section 13.8. Auxiliary Leader and Stewards**

- A.** The Union shall furnish to the Board (through the Office of Administrative Hearings) on an annual basis the official list of stewards and Auxiliary Leaders, their work locations and areas of responsibility. Whenever changes are made, a new list shall be sent to the Board as soon as possible after the change has been implemented.

### **Section 13.9. Access to Telephones**

- A. Union stewards and Auxiliary Leaders will be afforded reasonable access to a telephone, or the ability to use their cell phones, for official Union business and for use in the making of appointments and securing information relative to bargaining unit employee grievances or complaints. Use of Board telephones for Union-related matters must be reasonable in duration and frequency and should not interfere with the performing of their regular job duties or disrupt a school's operation.

#### **Section 13.10. Steward's and Auxiliary Leader's Responsibilities**

- A. A Union steward and an Auxiliary Leader are Board employees, or retirees, who are designated pursuant to Union procedures. Their responsibilities shall be determined by the Union for the purpose of assisting bargaining unit employees from their areas of jurisdiction in processing grievances and addressing Union matters in accordance with the terms and procedures of this Agreement.

#### **Section 13.11. Time to Process Grievance**

The Board shall permit each steward or Auxiliary Leader a reasonable amount of on duty time to process grievances and consult with the appropriate supervisor and management officials, provided such time does not unduly disrupt the efficient operation of the school or district. Bargaining unit employees have the right and shall be given a reasonable amount of time to meet and confer with their designated steward, Auxiliary Leader or Union representative during on duty hours for the purpose of discussing any grievance or complaint or matters affecting their working conditions, subject to supervisory approval and operational needs of the school. In the event clarification is necessary as to what constitutes reasonable time, the Chief Labor Relations Officer, after consultation with the Union, shall make the final determination.

- A. Before leaving the work area, the steward, Auxiliary Leader or Member shall request permission from their immediate supervisor and state where they are going. The steward, Auxiliary Leader or Member will also estimate how long they will be away from the work area and report back when returning to the work area. The immediate supervisor shall not unreasonably deny such requests of the Member; approval may be denied when necessary to ensure the effective operation of the school or district.
- B. The meeting to discuss the grievance or complaint will be held in private. No discussions will take place in areas that may disrupt the efficient operation of the department in which the cause for the grievance or complaint may have occurred.
- C. Stewards and Auxiliary Leaders who participate in the process of resolving complaints in the manner indicated herein shall not be subject to discrimination for such action. No steward or Auxiliary Leader shall interfere with the work of another employee or leave

their work or work location without first having obtained the express approval of the immediate supervisor.

### **Section 13.12. Steward and Auxiliary Leader Leave**

A. The Board shall grant excused absences, of up to eight (8) hours within a school year calendar period to no more than twenty two (22) individual Union Stewards and/or Auxiliary Leaders collectively, for the purpose of attending training sessions sponsored by the Union, provided such training is related to the bargaining unit employees' performance of Union steward and/or Auxiliary Leader duties. A Union request for such training will be submitted in writing to the Chief Labor Relations Officer not less than three (3) weeks prior to the scheduled training session and will set forth the content of the training, its duration and a statement as to the relationship of the training to the steward's performance of their duties, as well as a statement that the training is required. No more than one (1) Steward or Auxiliary Leader per school location will be approved for leave at any one time for such training. The Board shall not unreasonably deny such requests of the Member; approval may be denied when necessary to ensure the effective operation of the school or district. For any single training session requiring more than 4 hours of leave for an individual, the leave must occur after the final scheduled professional development day for staff in the current school year and before the first scheduled professional development day for staff in the subsequent school year, i.e, during the summer months. Under no circumstances, shall such leave be approved during district-required professional development time for Members.