AGREEMENT BETWEEN

THE

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 73

LOCAL 73

SEIU

Stronger Together

AND

CHICAGO BOARD OF EDUCATION

EFFECTIVE

JULY 1, 2018 thru JUNE 30, 2023
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AGREEMENT BETWEEN THE CHICAGO BOARD OF EDUCATION AND SEIU LOCAL 73

Agreement made and entered into on July 1, 2018, by and between the Chicago Board of Education (hereinafter referred to as the "Board") and the Service Employees International Union Local 73 (hereinafter referred to as the "Union").

PREAMBLE

The Board and the Union recognize that they have a common responsibility to work together toward the achievement of quality education. The attainment of this objective requires mutual cooperation between both parties and all members of staff.

It is recognized by the parties that the success of the educational program depends on the maximum utilization of support staff who are always cooperatively working for the maximum achievement of effective program of education.

It is the intent that this joint effort will contribute in significant measure to the advancement of public education in the City of Chicago.

It is the intent of both parties that all discussions and conferences growing out of this Agreement be in an atmosphere of good faith, confidence, and mutual respect.

The Union also agrees to work cooperatively with the Board to ensure equal employment opportunities in all aspects of the Board's personnel policies.

ARTICLE 1 – RECOGNITION

Section 1-1. Recognition: The Board recognizes the Union as the sole and exclusive bargaining representative for the following job title classifications, exclusive of those positions determined to be confidential by the Board at any time:

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<td>Climate Team Officer</td>
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<td>Central Office Security Officer</td>
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<td>Day-To-Day Special Education Classroom Asst</td>
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<td>Factor Custodial Worker</td>
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<td>Flex Team Security Officer</td>
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<td>Head Stadium Attendant</td>
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<td>Lead Custodial Worker</td>
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<td>Parent Worker - Bus Monitor</td>
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<td>Parent Worker – Other</td>
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<td>Parent Worker – Special Ed Classroom Asst</td>
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<td>Senior Climate Team Officer</td>
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<td>Stadium Attendant</td>
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<td>Student Safety Control Coordinator</td>
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The Board agrees that if a title has not been filled for over 5 years, it will be removed from the recognition clause, but not from the bargaining unit. If a title or substantially equivalent job is subsequently resurrected or renamed, it is understood that such title or job will be part of the historical bargaining unit provided the duties are substantially the same as the former title. However, this provision does not affect work historically performed by employees outside of this bargaining unit.

Section 1-2. Reclassification of Titles: If the Board reclassifies titles or categories of positions or employs a new title or category of a position and the parties mutually agree that such a position has a community of interest with employees in the existing bargaining unit, employees in such new title or category of position shall be included within the existing bargaining unit. Upon the Union's request, the parties shall negotiate the terms and conditions of employment for such new or reclassified title or category of position. Nothing contained in this Section shall be construed to require renegotiation of terms and conditions of employment applicable to employees in the existing bargaining unit as a result of the Board's reclassification of the title or category of employees in the unit. The Board also agrees that they will not create new job titles or categories of positions that share a community of interest with employees in the existing unit or positions listed in the recognition clause for the purpose of removing such titles or categories of positions from the bargaining unit.

Section 1-3. Majority Status: Recognition by the Board of a sole and exclusive bargaining representative shall continue through the term of the Agreement between the Board and the Union; provided, however, that no sooner than ninety (90) days nor later than sixty (60) days prior to the expiration date of this Agreement. The Board or any employee organization may request a new determination as to the majority status of the Union. Such a request may be made by the Board if it has received written notice from at least thirty percent (30%) of the employees in the bargaining unit, as defined in Article 1, Section 1-1 of this Agreement, stating that they no longer desire to be represented by the Union. Such request may be made by any employee organization submitting to the Board the signatures of at least thirty percent (30%) of the employees in the bargaining unit as defined in Article 1, Section 1-1 of this Agreement authorizing and designating it to represent the employees as the sole and exclusive bargaining representative. To be valid, signatures must be no more than six (6) months old.

Section 1-4. Secret Ballot Election: Within ten (10) days of the timely receipt of such requests by the Board, the Board will meet with the Union and with the petitioning organization, if any, for the purpose of determining and certifying the validity of the signatures; establishing the rules, date, time, and conduct of a secret ballot election; establishing the responsibility for paying the costs; and certifying the results of such election. The election shall be decided by a majority of those voting.
Section 1-5. New Member Orientation: An employee shall be considered to be a member of the Union if he/she tenders the dues and initiation fee required as a condition of membership. The Board shall grant the Union an opportunity during the orientation of new employees occurring central-wide or school level to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement. If new employee orientation occurs on a one-on-one basis at the school level, at the Union’s request, the Union steward may meet with the new employee during the orientation or during non-work time (breaks, lunch, before and after school).

Section 1-6. Union Meeting During Professional Development Days: The Union shall be granted 15 minutes during the course of centrally held Professional Development Days 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 as much 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 advance notice of its attendance.

Section 1-7. Dues Checkoff: Upon confirmation by the Union that an employee covered by this Agreement has authorized checkoff of dues, assessments, or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to that employee, unless the Union informs the employer that the authorization is revoked by the employee in accordance with the terms set forth on the employee’s checkoff authorization.

The Union will submit to the Employer a list of employees who have authorized checkoff and shall provide the Employer with verification that checkoff of dues, assessments, or fees have been authorized by the employee, such as by a written authorization, signed by the employee. The parties will abide by the terms of the Memorandum of Understanding entitled “Electronic Authorizations for Confirming Membership and Deductions” signed by the parties in October 2017 and attached to this Agreement as Appendix F.

The Board shall forward such deductions to the Union within ten (10) calendar days after the close of the pay period for which the deductions are made together with a list of persons from whom they have been deducted and the amount deducted from each and a list of persons who the Boards records indicated had authorized deductions and from whom no deduction was made and the reason therefore.

Section 1-8. Written Authorization: To the extent permitted by law, such written authorizations shall remain in effect and be irrevocable, even if the member has resigned their membership in SEIU Local 73, for a period of one (1) year from the date of execution or until the termination of the applicable collective bargaining Agreement between the Board and SEIU Local 73, whichever occurs sooner, and from year-to-year thereafter, unless not less than thirty (30) days and not more than forty-five (45) days prior to the end of any yearly period the member gives the Board and SEIU Local 73 signed, written notice of their revocation via U.S. mail. The Union shall provide the Board with a copy of a revocation within seven (7) days of its receipt.

Section 1-9. COPE Payroll Deduction: The Board, upon receipt of a payroll deduction authorization card signed by the bargaining unit member, shall deduct from the wages of such
employee the amount specified on the card as a regular contribution to SEIU COPE. The Board
will regularly remit such sums deducted for that purpose to the Union. The employee at any time
may revoke in writing his/her authorization of the SEIU COPE payroll deduction. The Union
shall indemnify, defend and hold the Board harmless against any claim, demand, suit, or liability
arising from any action taken by the Board in complying with this Article.

**Section 1-10. Separability:** If any provision of this Agreement is found to be contrary to law by
the Supreme Court of the United States, or by any court of competent jurisdiction from whose
judgment or decree no appeal has been taken within the time provided for doing so, such
provision shall be modified forthwith by the parties hereto to the extent necessary to conform
thereto. In such cases, all other provisions of this Agreement shall remain in effect.

**Section 1-11. Amendatory Act 2003:** The inclusion in this Collective Bargaining Agreement of
any provision that is a permissive subject of bargaining or a provision which was otherwise
affected by virtue of the 2003 Amendatory Act to the Illinois School Code and other statutes and,
specifically, 115 ILCS 5/4.5 of the Illinois Educational Labor Relations Act shall not be deemed
in any way as a waiver, concession or compromise of the Board’s or Union’s rights under said
Act, including the right during the term of this Agreement to request to bargain such provision or
to invoke the impasse resolution mechanism in 115 ILCS 5/12(b) of the Illinois Educational
Labor Relations Act.

**Section 1-12. Legal Proceeding:** Nothing contained in this Agreement shall be construed to
deny to any bargaining unit member or to the Board the right to resort to legal proceedings. No
decision on or adjustment of grievance shall be contrary to any provision of this Agreement.

**Section 1-13. Policy Change:** Any changes with regard to policy matters directly affecting the
benefits enumerated in this Agreement, including wages, hours and terms and conditions of
employment, will be negotiated with and agreed to by both the Board and the Union.

**Section 1-14. Information to the Union:** On a monthly basis, the Board shall furnish to the
Union a list of all current employees pursuant to Article 1 of this Agreement in an agreed-upon
format and transmitted electronically, which shall, if available, include each employee’s first and
last name, shift, job title, department, work location, home address, personal and work telephone
numbers, personal and work email addresses, age, original date of hire, and adjusted date of hire,
seniority date, base hourly pay rate, language preference, identification number/payroll code/job
number, member/non-member status.

**Section 1-15. Vacancy List:** Every thirty (30) days, the employer will provide the Union with an
electronic report of all vacancies, opening and filling of bargaining unit positions and the
classification, location, and name of the person filling the vacancy or open position.

**Section 1-16. Bulletin Board:** The Union shall be allocated "Bulletin Board" space in each
department or school, in a place readily accessible to and normally frequented by members of the
bargaining unit, to post only official notices and other official materials related to Union
activities. This paragraph does not require the principal or engineer to purchase a Bulletin Board.
The Union steward and his/her designee shall have the responsibility for posting all official
Union materials typed or written under Union letterhead in the department or school. The Union
shall have the right to place said materials in the mailboxes of bargaining unit members. Each
bargaining unit title shall have a mailbox so designated in their department or school, to the
extent possible.
Section 1-17. Job Descriptions: The Board shall furnish all job descriptions for all bargaining unit classifications to the Union and the employee. The Board may utilize the services of the Union Steward in conjunction with the immediate supervisor to assure that bargaining-unit employees receive copies of job descriptions. New hires will receive copies of their job descriptions upon being hired.

Section 1-18. Legislative Partnership: The Board and Union shall identify legislative issues on which they can collaborate and work together to collaborate on them.

ARTICLE 2 - FAIR PRACTICES

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. The Board will continue to ensure that all principals, administrative heads and supervisors will treat all employees with dignity and respect.

ARTICLE 3-GRIEVANCE PROCEDURE

General Provisions:

Section 3-1. Definition of Grievance: A grievance is a complaint involving a work situation in which a party to or an employee covered by this Agreement alleges that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. A grievance does not include a complaint of discrimination covered by the Board’s Comprehensive Non-Discrimination Policy. Grievances making those allegations shall be referred to the Equal Opportunity Compliance Office and resolved exclusively through the investigatory processes of that office.

Section 3-2. Union Investigation of Grievances: A principal or head administration shall allow the Union representative a reasonable period of time to investigate grievances. In the event clarification is necessary as to what constitutes reasonable time, the Director of Employee Engagement, after consultation with the Union, shall make the final determination. The Union's President or his or her designee shall be accorded all the rights of the Union in any school. Time allowed shall be confined to investigating grievances that have been brought to the principal's or head administrator's attention.

Section 3-3. Informal Resolution: An employee should make a sincere attempt to resolve any dispute on an informal basis with the principal or head administrator or their designees before filing a formal grievance. The Union may assist the employee in seeking an informal resolution if the employee desires.

Section 3-4. Time to File: A grievant or the Union shall file a grievance in writing within thirty (30) work days after the occurrence of the event giving rise to the alleged violation, or within thirty (30) work days from the time the grievant or the Union should reasonably have become aware of the occurrence of the event giving rise to the alleged violation, whichever is later, except, in the case of a wage grievance, the grievant or the Union may file a wage grievance within three (3) calendar years of the date on which the wage grievance arose. The grievant, the Union representative or the Union President shall sign the grievance. The grievance shall
describe the violations alleged, including the article and section of this Agreement, and include a brief statement of facts sufficient to inform the principal or head administrator of the specific complaint and desired outcome.

Section 3-5. Consolidation of Grievances by the Union: If two (2) or more grievants have the same grievance, the Union may file a joint grievance and process them as a single grievance.

Section 3-6. Non-School-based Grievances: All grievances that are not school-based shall be filed with the Office of Employee Engagement at the second step.

Step One -- School Level:

Section 3-7. Step One: Upon receipt of a written grievance, the principal or the grievant's head administrator if the grievant is not assigned to an individual school shall meet within five (5) work days with the grievant and others involved in the grievance. At this conference the facts shall be discussed, and an effort shall be made to adjust the matter to the satisfaction of all concerned.

Section 3-8. Meeting Participants: The grievant may be heard personally and may be represented by the Union President or the Union President's designee. An assistant principal may participate in the grievance meeting at the principal's direction.

Section 3-9. Principal or Head Administrator's Decision: The principal's or the grievant's head administrator if the grievant is not assigned to an individual school shall make a decision and communicate it and the bases for the decision in writing to the grievant, the Union designee and the Director of Employee Engagement within five (5) work days after the completion of the conference.

Step Two -- Office of Employee Engagement

Section 3-10. Requests for Review: Within fifteen (15) workdays after receiving the decision of the principal or the grievant's head administrator if the grievant is not assigned to any individual school, the grievant, through the Union, may appeal to the Director of Employee Engagement. Copies of the original grievance, the appeal and any decision rendered shall be forwarded to the Director of Employee Engagement with the request to review.

Section 3-11. Consolidation of Grievances by the Board: The Office of Employee Engagement may consolidate grievances that are the same and process them as a single grievance.

Section 3-12. Grievance Hearing at Step Two: The Director of Employee Engagement or his or her designee shall meet within ten (10) work days with the grievant, his or her Union representative, if any, and the principal or head administrator. However, the Director of Employee Engagement shall not be required to conduct a meeting on grievances that are untimely and in those instances shall so inform the Union in writing. The grievant shall be entitled to attend without loss of pay. The Director of Employee Engagement will give all participants two (2) work days' notice of the time and place of the meeting and may conduct the meeting via electronic means including, but not limited to, video-, virtual- and teleconferencing.

Section 3-13. Witnesses at Step Two Meetings: The Union may present up to two witnesses at a grievance meeting at the Central Office level. Witnesses shall only be permitted for the purpose of offering evidence on disputed issues of fact that are raised by the grievance. They shall not be permitted for the purpose of offering character evidence or damage evidence.
Witnesses may only be present at meetings conducted after school hours or on lunch hours. Witnesses may be present via electronic means including, but not limited to, video-, virtual- and tele-conferencing. The Board shall not incur any cost related to the presentation of a witness.

**Section 3-14. Director of Employee Engagement’s Decision:** The Director of Employee Engagement shall make a written decision and provide it and the bases for the decision to the parties involved within twenty (20) work days after the meeting.

**Mediation**

**Section 3-15. Mediation Panel:** The Union and the Board shall create a mediation panel for the purpose of attempting to resolve grievances. The Board and the Union shall create a five-person mediation panel consisting of the following: a mediator selected by the parties and two permanent representatives designated by each party. One of the Board's representatives shall be a current or a former principal.

**Section 3-16. Requests for Grievance Mediation:** Simultaneously with a demand for arbitration under this Article, the Union may submit a written request for mediation to the Director of Employee Engagement. The grievance will proceed to mediation unless the Director of Employee Engagement notifies the Union, in writing, within ten (10) workdays that the Board does not agree to submit the grievance to mediation.

Within ten (10) work days of receiving the Union’s demand for arbitration of a particular grievance, the Director of Employee Engagement may request, in writing, that the grievance be submitted to mediation. Any such grievance will proceed to mediation unless the Union notifies the Director of Employee Engagement, in writing, within ten (10) workdays that it does not agree to submit the grievance to mediation.

The Union and the Board may at any time agree to use the mediation procedures of this section to assist in the resolution of grievances.

**Section 3-17. Mediation Panel Meetings and Authority:** The mediation panel shall develop a schedule of standing meetings (which may be monthly or bi-monthly) to mediate grievances. Prior to each mediation session, the Board and the Union will submit to the mediator all relevant grievance documents for the grievance or grievances. Additional mediation sessions may be conducted upon request of the Board or the Union on an as needed basis. The mediation panel may hear from grievants and principals or head administrators either in person or via electronic means including video conferencing.

The mediation panel representatives may make recommendations for resolution to the Chief Executive Officer and President of the Union. If the Chief Executive Officer and President mutually agree to a resolution for a specific grievance that agreement will be reduced to writing, executed by the parties and implemented. All resolutions shall be non-precedential and not cited in any arbitration case or labor board, administrative or judicial proceeding. In the event of a resolution, any grievance will be withdrawn with prejudice.

If the mediation panel representatives cannot mutually agree to a resolution, they may mutually agree to table and further mediate the grievance at a subsequent mediation session. Any grievance agreed to be submitted to mediation and not considered by the mediation panel within sixty (60) workdays after the request for mediation will be submitted to arbitration. Absent a resolution or an agreement to table the grievance, the Union may proceed to arbitration on a grievance.
Step 3 – Arbitration of Grievances

Section 3-18 Permanent Panel: The parties shall establish a permanent panel of arbitrators to conduct hearings and to issue final and binding awards on grievances. Arbitrators shall have no jurisdiction to hear disciplinary matters except as specifically set forth in this Agreement. Arbitrators may be removed from the permanent panel by written notice from one party to the other requesting removal. Cases pending before a removed arbitrator shall not be affected. The parties shall make every effort to agree upon a substitute arbitrator. In no event may the arbitration panel be fewer than seven arbitrators.

Section 3-19. Demand for Arbitration: Within twenty (20) workdays after receiving the decision of the Director of Employee Engagement, pursuant to Articles 3-14 of this Agreement, the Union only may file a demand for arbitration with the Director of Employee Engagement.

Section 3-20. Selection of Arbitrator: Within fifteen (15) workdays of the demand for arbitration, the parties will mutually agree to an arbitrator for that grievance, selecting from the permanent panel. If the parties cannot mutually agree upon an arbitrator, then the arbitrator shall be selected through a striking process with the Union striking first and then the Board until one arbitrator remains. Within five (5) workdays of selection of an arbitrator, the parties will contact the arbitrator directly and notify the arbitrator of his or her appointment, request available hearing dates and mutually agree to a hearing date. At least seven (7) calendar dates before the hearing, the arbitrator shall confirm the date, time and place of the hearing to the Board and the Union. The arbitrator for good cause shown may postpone the hearing or extend any period of time upon request of a party or upon his or her own initiative and shall postpone the hearing or extend any period of time upon mutual agreement of the parties.

Section 3-21. Subpoenas in Arbitration: Whenever the Union requests the issuance of subpoenas for the appearance of witnesses at an arbitration hearing, the Union shall immediately forward copies of such requests to the Director of Employee Engagement.

Section 3-22. Decisions and Awards: Within thirty (30) 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. The cost of the arbitrator shall be equally shared by the parties.

ARTICLE 4 – WAGES AND OVERTIME

General

Section 4-1. Wages: All wages and overtime paid for services rendered by all members of the bargaining unit shall be in conformity with the annual wage schedules set forth in Appendix A. The weekly wage specified in the wage schedule is full compensation for all hours worked each workweek, whatever their number.

Section 4-2. Pay Period: Employees in the bargaining unit shall be paid on alternate Fridays, thirteen (13) days after the end of the pay period.

Section 4-3. Custodial and Bus Aide Longevity Pay: Effective with the 2019-2020 school year, the Board shall provide longevity pay for Custodial Workers and Bus Aides as follows: ten to fifteen years of service $1.00 per hour; sixteen to twenty years of service $1.50 per hour; twenty-one years and thereafter $2.00 per hour.
Section 4-4. Extracurricular Activity: Whenever the extracurricular activity being performed in a school by a bargaining unit employee is discontinued, the bargaining unit employee shall be paid on a prorated basis for time worked.

Section 4-5. Payroll Adjustment: The Board shall provide an explanation of a payroll adjustment or change on the electronic paycheck by the effective date of the change. After being notified by the bargaining unit member of a payroll error, the Board shall correct the error immediately. The Board shall show step placement on each paycheck.

Overtime

Section 4-6. Overtime Wages: All wages paid for overtime services rendered by all members of the bargaining unit shall be in conformity as set in Appendix A of the wage schedule.

Section 4-7. Overtime Rate: The overtime rate for all bargaining unit members shall be time and one-half for all hours worked over forty (40) in a work week.

Section 4-8. Factor Custodian Overtime: Factor custodian workers shall be entitled to the fluctuating rate of pay (half time pursuant to F.L.S.A.) for hours worked on a daily basis in excess of eight (8) up to and including their regularly scheduled factor one (1) through five (5) hours. Any hours worked which exceed the regularly scheduled factor on any given day shall be paid at the rate of time and one-half.

Section 4-9. Custodial Overtime: To the extent practicable, CPS custodians shall be given preference for overtime opportunities over private custodians. In any event, CPS custodians shall be eligible for overtime opportunities on the same basis as private custodians. All overtime must be pre-approved.

Section 4-10. Opportunities for Overtime: Overtime opportunities shall be made available to employees within a school and within a specific job classification as equitably as possible and rotated on the basis of efficiency and seniority. However, overtime opportunities for SECA members may take into account existing student assignments. The least senior employees may be required to work overtime if a sufficient number of senior employees choose not to work.

Section 4-11. Overtime Authorization: Prior approval by the principal or Board Designee is required before any overtime may be worked.

Section 4-12. After-School Activity and Payment: If an employee is working in an after-school activity in his/her regular job classification, the employee will be paid at the appropriate overtime rate for his/her job classification. If an employee is working in an after-school activity in a new job classification different than his/her regular job classification, the employee will be paid at the rate for the new job classification.

Section 4-13. Wage Increases:

a. BOMA-Chicago Increases. Employees who are subject to the Building Owners Management Association of Chicago (BOMA-Chicago) wage rates shall receive the BOMA-Chicago wage increases at the times and dates set forth in the BOMA-Chicago Agreement (a copy of which will be attached when available). Employees subject to the BOMA increases are custodians hired on or after January 18, 2005; this does not apply to custodians hired prior to January 18, 2005, lead custodial workers or factor custodial workers.

b. SECA wage increases are set forth in Appendix A. Effective July 1, 2019, there will be a SECA Lane I and Lane II. Lane II placement will include all existing SECA II as of July 1, 2019
and all SECAs with an Associate’s degree. Effective July 1, 2021, Lane III will be added to the SECA wage schedule for SECAs with a Bachelor’s degree.

c. All other members of the bargaining unit shall receive a pay increase to their base wage as set forth in appendix A:

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2018</td>
<td>3.0%</td>
</tr>
<tr>
<td>July 1, 2019</td>
<td>3.0%</td>
</tr>
<tr>
<td>July 1, 2020</td>
<td>3.0%</td>
</tr>
<tr>
<td>July 1, 2021</td>
<td>3.5%</td>
</tr>
<tr>
<td>July 1, 2022</td>
<td>3.5%</td>
</tr>
</tbody>
</table>

a. Bus Aide: CPS agrees to a one-time $250 bonus (from which standard taxes will be taken) for bus aides which will be paid as soon as possible, but no later than December 15, 2019.

Section 4-14. Pension Pickup: The Board agrees to continue pension pickup as per past practice during the term of this Agreement.

Section 4-15. Bucket Number: Bucket numbers shall be opened at the beginning of each school year for those School Bus Aides or any other bargaining unit member whose work commences at the start of the school year. All other bucket numbers shall be opened and funded in a timely manner.

ARTICLE 5 – CLASSIFICATIONS AND SCHEDULING

Section 5-1. Full Time Employees: Full-time employees shall be defined as employees working seven (7) or more hours per day for at least 9.75 months.

Section 5-2. Part-Time Employees: Part-time employees shall be defined as employees working four (4) or more hours per day for at least 9.75 months. Part-time employees shall receive pro-rated benefits in proportion to their workday and work year. Part-time aides are not eligible for benefits.

Section 5-3. Work Week: Employees assigned to a forty (40) hour work week may be required to work on Saturdays as part of the regular work week.

Section 5-4. Twelve Month School Year: Where the Board declares a twelve (12) month school year for any or all attendance centers, all employees hired on less than a twelve (12) month basis shall work the full twelve (12) month calendar. Compensation for affected employees shall be adjusted on a pro rata basis. Bargaining unit members assigned to schools that are in session year-round shall be eligible for vacation during the school year.

Section 5-5. Change in Work Schedule: To the extent possible, the principal or his/her designee or applicable unit head will give two (2) weeks' notice before changing an employee's work schedule. This provision does not apply to unforeseen emergencies.
Section 5-6. Rest and Meal Periods: Principals or Board designee will be directed to provide two fifteen (15) minute paid breaks per workday and an unpaid lunch as outlined in Section 5-8 for full-time employees. Breaks and lunch will be scheduled by principal or Board designee in writing. Bargaining unit members required to work through their fifteen (15) minute breaks shall be compensated with an equivalent amount of duty-free break time. Bargaining unit members who are required to work through their lunch shall be paid for the time worked at their regular rate of pay. Breaks and lunch can be combined with mutual agreement between the employee and principal or Board designee. To the extent operationally possible, no bargaining unit employee will be required to take their first fifteen-minute break within their first hour of work.

Section 5-7. Custodian Breaks: Lead custodians and custodians will have a half hour unpaid lunch period during which they will not be required or expected to work, except in emergencies. If a lead custodian or custodian is required to work through one or both of their two 15-minute paid breaks, they shall receive compensatory duty-free break time. If a Lead Custodian or Custodian is required to work through his/her lunch, she/he shall be paid for the time worked at their regular rate of pay.

Section 5-8. Schedules:

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Hours Worked</th>
<th>Break</th>
<th>Lunch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodians, Lead Custodian/Head Custodian*</td>
<td>8.5 hr. day</td>
<td>Two 15-minute breaks</td>
<td>30 min unpaid lunch</td>
</tr>
<tr>
<td>SECA, Bilingual SECA and Sub SECA</td>
<td>7 hr. and 45 min day</td>
<td>Two 15-minute breaks</td>
<td>30 min unpaid lunch</td>
</tr>
<tr>
<td>School Bus Aides and Sub School Bus Aides</td>
<td>Minimum of 4 hours</td>
<td>No schedule breaks or lunch due to shifts</td>
<td></td>
</tr>
<tr>
<td>Security Officer and Sr. Security Officers</td>
<td>ES with 1 Sec Guard: 8.5 hrs. per day</td>
<td>Two 15-minute breaks</td>
<td>30 min unpaid lunch</td>
</tr>
<tr>
<td>Security Officer and Sr. Security Officers</td>
<td>ES with more than 1 Sec Guard and all HS: 7.5 hr. day</td>
<td>Two 15-minute breaks</td>
<td>30 min unpaid lunch</td>
</tr>
<tr>
<td>Part Time Security</td>
<td>4 hours min; max 8 hrs. per day; 30 hrs. per week</td>
<td>Two 15-minute breaks</td>
<td>No Change</td>
</tr>
<tr>
<td>Parent Worker</td>
<td>Minimum of 4 hours</td>
<td>Two 15-minute breaks</td>
<td>No Change</td>
</tr>
<tr>
<td>Part-time Aide</td>
<td>3.75 hours</td>
<td>No schedule breaks or lunch</td>
<td></td>
</tr>
</tbody>
</table>
* For Factor Custodian refer to Article 4-8.

**Section 5-9. School Calendar and Professional Development Days:**

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Previous Days Budgeted</th>
<th>Total Paid Days*</th>
<th>Total Workdays*</th>
<th>PD Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Factor Custodian, Custodians, Lead Custodian/Head Custodian</td>
<td>52-week employee</td>
<td>52-week employee</td>
<td>52-week employee</td>
<td>No</td>
</tr>
<tr>
<td>SECAs, and Bilingual SECAs</td>
<td>170 student days 11PD Days 2RC Days 10 holidays 10 paid vacation days =203</td>
<td>204 days</td>
<td>186 days</td>
<td>3 days before school starts and 3 days during the year</td>
</tr>
<tr>
<td>Bus Aides (Central office positions)</td>
<td>170 student days 5 PD days = 175 days</td>
<td>201 days</td>
<td>183 days</td>
<td>3 days before school starts and 2 days during the year</td>
</tr>
<tr>
<td>Security Officer and Sr. Security Officers</td>
<td>170 student days 11PD Days 2RC Days 10 holidays 10 paid vacation =203</td>
<td>203 days</td>
<td>185 days</td>
<td>5 days total</td>
</tr>
<tr>
<td>Part Time Security</td>
<td>Hourly</td>
<td>Hourly</td>
<td>Hourly</td>
<td>No</td>
</tr>
<tr>
<td>Parent Worker- Bus Monitor (Central Office positions)</td>
<td>Hourly</td>
<td>201 days</td>
<td>183 days</td>
<td>2 days before school starts and 3 days during the school year</td>
</tr>
<tr>
<td>Parent workers</td>
<td>Hourly</td>
<td>186 days</td>
<td>178 days</td>
<td>No</td>
</tr>
<tr>
<td>Part-time Aide</td>
<td>Hourly</td>
<td>Hourly</td>
<td>Hourly</td>
<td>No</td>
</tr>
</tbody>
</table>
* Employees may refer to the CPS Calendar for School-Based Employees for student attendance
days and non-student attendance days that staff is scheduled to work. Employees should refer to
Article 12 of this Agreement for information regarding paid-time off.

**ARTICLE 6 - GENERAL PROVISIONS**

**Section 6-1. General Supervision by Principals:** So that educational programs may operate
successfully, notwithstanding any other provision in this Agreement to the contrary, it is
understood that each attendance center, and all employees covered by this Agreement, shall be
subject to the general supervision of the principal. The term "general supervision" as used herein
refers to the main or overall features of the operation of the building.

**Section 6-2. Board Sponsored Training:** Notice of Board sponsored educational and/or job
training programs applicable to members of the bargaining unit shall be provided by email or
online.

**Section 6-3. Transfer Notice:** The Board shall consult with the Union in creating policies and
procedures concerning the transfer of employees who are assigned to central locations, which
shall include a requirement of fourteen (14) calendar day notices for involuntary transfers.

**Section 6-4. Vacancies:** All vacancies shall be filled by the principal or unit administrator.
When there is an opening for a daytime custodial position, another custodial position, or a
security position, the newly opened position shall be awarded based upon seniority, efficiency
rating, and where applicable, recent disciplinary and attendance records where such records
demonstrate a change since the time of the efficiency rating. When all factors are equal, the most
senior bargaining unit member shall be selected for the newly opened position.

**Section 6-5. Dress Codes:** Departments and Schools may establish dress codes for employees in
the bargaining unit. The Union acknowledges that such codes have been established for Bus
Aides, Security Personnel, and Custodians. The Board will discuss with the Union any dress
codes or any changes to existing dress codes that will be established in the future. Security
personnel assigned to a school building do not have to wear ties as part of their uniform.

**Section 6-6. Uniforms:** When uniforms which are unique to a position are required as a
condition of employment, the cost of these uniforms will be borne by the Board.

**Section 6-7. Off-Street Parking:** It is the objective of the Board that bargaining unit members
be provided, to the extent possible, with off-street parking for their automobiles adjacent to the
school.

**Section 6-8. School Actions:** The Board shall notify the Union of any change in status of a
school subject to Board action under Board Policy regarding Closing and Consolidation of
Schools (410.4).

**Section 6-9. Joint Evaluation Committee:** The Board and the Union will establish a joint
committee that shall meet quarterly, on paid time, to review and recommend modifications to the
evaluation process. The committee shall consist of up to four (4) bargaining unit members and
two (2) Union representatives and up to six (6) Board representatives.

**Section 6-10. ESP Performance Evaluation Guidelines:** The parties agree that the Board shall
follow its ESP Performance Evaluation Guidelines, as customized for various employees within
the bargaining unit, as it was promulgated on August 1, 2014, and as it may be amended from
time to time hereafter. Employees who are rated unsatisfactory shall be afforded the remediation opportunity provided in the plan.

**Section 6-11. Summer School Application:** To the extent possible, each year summer school employment applications will be available on or before the Monday following spring break recess. Nothing herein shall be construed to be applicable to any program, which may be developed, funded, or implemented subsequent to the above-stated date.

**Section 6-12. Summer School Assignment:** To the extent possible, assignments to regular summer school positions will be made by June 1. It is agreed and understood that Bus Aide assignments will be made within five (5) days of receipt of routes and assignments are subject to change.

In schools that have summer programs where the number of applicants exceeds the number of positions available in a given job title, preference shall be given to applicants who have not worked the two summer sessions immediately preceding the summer session (e.g., for summer school 2016, the employees who did not work in summer school 2015 and 2014 will have the preference). Preference for summer school assignments will not be given to employees who receive a performance evaluation less than proficient. Performance evaluations and disciplinary suspensions during the 24 months immediately preceding the assignment may be considered in determining selection for a summer school assignment.

**Section 6-13. List to The Union:** The Board shall provide to the Union a list of bargaining unit employees assigned to summer schools during the summer school sessions within twenty (20) days after the date summer school assignments are made.

**Section 6-14. Residency Policy:** The Board's residency policy shall be applicable to all members of the bargaining unit who were continuously employed by the Board on or after November 20, 1996. If residency within the city limits was not required at the time of the employees' employment, it shall not be imposed as a condition of employment at a later date to determine compensation, retention, promotion, assignment, or transfer.

**Section 6-15. Safe and Healthy Work Environment:** The Board will provide a safe and healthy work environment for all bargaining unit members. When the contrary exists, the Board will investigate the condition and, when appropriate, take steps to address the situation.

**Section 6-16. Subcontracting:** The Union acknowledges that the Board currently uses vendors to provide some custodial and bus aide services. Nothing in the Agreement shall be construed to prohibit that. The Board will not supplant any of the 825 custodial employees that the Board has committed to employ in this Agreement. Additionally, the Board shall not privatize or contract with a vendor for services that will result in the layoff of employees in the job titles of Bilingual SECA I, Bilingual SECA II, SECA I, or SECA II. The Board represents that it does not have a present intention to privatize other bargaining unit titles. However, in the event the Board decides to use vendors that will result in layoffs of other bargaining unit employees, the Board will provide the Union at least 90 days advance notice, afford the Union an opportunity to propose an alternative that minimizes loss of bargaining unit positions but achieves the Board's objectives. In the event that no acceptable alternative agreement is reached, the Board and the Union shall bargain over the effects and impact of any layoffs that may result from the Board's final decision.

**Section 6-17. Working In Higher Paid Classification:** The Board shall not require bargaining-unit employees to work in a higher paid job classification for an unreasonable amount
of time without receipt of appropriate compensation for such work. If, for any reason, bargaining-unit employees are directed or permitted to perform work in a higher paid classification for more than an insubstantial amount of time, the bargaining-unit employees shall be paid the higher rate until such time that they are returned to their regular duties. An example of substantial time is a person who works out of classification sixty (60) minutes a day for five (5) days.

Section 6-18, Bargaining Unit Work: The Board shall not have non-bargaining unit employees perform work of bargaining unit employees in any significant amounts.

Section 6-19, Professional Development Days: Professional development (PD) days shall be established by the Board for the purposes of staff development, meetings, conferences and other activities as determined at the local school and region office. It is agreed and understood that the Board shall establish staff development for all SEIU Local 73 bargaining unit members, not excluding any titles from Professional Development participation. Some professional development activities may be held at a central location. Travel reimbursement will be provided per the Board’s travel reimbursement policy.

Section 6-20, Safety and Asbestos Training: The Board will continue to provide safety training and include asbestos management in-service programs as part of safety training.

Section 6-21, Alternative Staff Development: It is agreed and understood that certain classifications of employees, included but not limited to, bus aides, security officers and security aides, and all clerical positions in schools and region offices with schedule conflicts caused by summer school or special programs based on programmatic needs, may require alternative staff development programs. Such programs shall be determined at the local school or region office following discussion between the principal or region administrator and the staff members requiring such alternative programs.

ARTICLE 7-LAYOFF/RECALL/SENIORITY AND PROBATIONARY PERIOD

Section 7-1, Layoff and Bumping: The layoff, bumping rights and recall of employees who are members of the bargaining unit shall be administered in accordance with the Board's Layoff, Interim Assignment and Reappointment of Educational Support Personnel Employees Policy.

Section 7-2, Layoff List: The names of laid off Regularly Appointed Educational Support Personnel who are members of the bargaining unit shall be placed on appropriate layoff lists.

Section 7-3, Determining Layoff: The Board's Layoff, Interim Assignment and Reappointment of Educational Support Personnel Employees Policy will be applied to include criteria for determining bargaining unit employees to be laid off and for bumping rights. Except when bargaining unit employees are laid off due to school actions, which employees shall be laid off by school unit in the following manner:

The school principal or unit head shall determine the number of positions and which classifications within the unit shall be affected. Employees within those classifications will be laid off in the following order:

1. Employees who do not possess the highly qualified status or who do not hold necessary certifications or other qualifications.
2. Employees rated unsatisfactory (i.e., below 1.9 points on current system) in their most recent performance rating and, if more than one such employee, then from among those employees, the employee(s) who has the most disciplinary suspension days within the last two years, or, if equal, then by seniority among those employees.

3. Employees rated developing for two consecutive years (i.e., 2.0-2.5 points on the current evaluation system) in their most recent performance rating and, if more than one such employee, then from among those employees, the employee(s) who has the most disciplinary suspension days within the last two years, or, if equal, then by seniority among those employees.

4. Employees with less than six months of employment with the Board.

5. Employees rated developing (i.e., 2.0-2.6 points on the current evaluation system) in their most recent performance rating and, if more than one such employee, then from among those employees, the employee(s) who has the most disciplinary suspension days within the last two years, or, if equal, then by seniority among those employees.

6. Employees rated better than proficient or its equivalent (i.e., 2.7-3.4 or more points on the current evaluation system) in their most recent performance rating and, if more than one such employee, then from among those employees, the employee(s) who has the most disciplinary suspension days within the last two years, or, if equal, then by seniority among those employees.

Section 7-4. Notification of Layoff: When there is an impending layoff with respect to any employee in the bargaining unit, the Board shall notify the Union and the employee(s) affected no later than fourteen (14) days prior to such layoff. The Board shall provide to the Union the names of all employees to be laid off prior to the layoff.

Section 7-5. Recall Rights: In the event a principal or unit administrator reopens any bargaining unit position within two years of closing the position, the principal or unit administrator shall first offer the position to the employee who previously held the position at the school. Employees rated unsatisfactory shall have no recall rights.

Section 7-6. Seniority: For purposes of this Article and in regard to layoff and reappointment of employees in the bargaining unit, "seniority" shall mean the length of full-time accumulated service in any career service/ESP position, with such seniority accruing from the date of initial appointment to a career service/ESP position with the Board. This definition of "seniority" shall apply only to those ESP employees who are represented by a bargaining unit at the time of their layoff.

Section 7-7. SECA Seniority: When an employee in a classification not covered by this Agreement is appointed to a SECA position and for a period of two consecutive years from the employee’s appointment to the SECA position, the Board shall calculate that employee’s seniority, for purposes of layoff and recall only, from the date on which the employee was last appointed to the SECA position. If, after the expiration of two consecutive years, the employee remains in the SECA position, the Board shall then calculate the employee’s seniority for purposes of layoff and recall in accordance with the Board’s ESP Layoff Policy. For purposes of this Agreement, an employee who is laid off and recalled to a SECA position in accordance with the ESP Layoff Policy shall be deemed to have remained in the SECA position for consecutive years regardless of any actual interruption of service.
Section 7-8. Military Service: For purposes of measuring years of service time spent in military service shall be credited to the employee if the employee resumes his or her position with the Board within 60 days of discharge from said service.

Section 7-9. Seniority Lists: Seniority lists of bargaining unit employees with original date of hire, and adjusted date of hire, where applicable, shall be maintained by the Board and copies of such lists sent to the President of the Union on an annual basis and when requested coincidentally with any activity involving seniority of bargaining unit employees.

Section 7-10. Seniority Date: Where bargaining unit employees have the same seniority date, such ties for the above stated list shall be ranked in favor of:

a) The employees appointed with the same seniority dates shall be adjusted in favor of the employee serving in such bargaining unit classification the longer calendar period.

b) If provision a) results in a tie, then the dates shall be adjusted in favor of the employee serving in any employer classification the longer calendar period.

c) If provision b) results in a tie, then the dates shall be adjusted in favor of the employee with best attendance.

Section 7-11. Current Seniority List: All seniority lists which are currently in existence on the effective date of this Agreement shall be deemed to be true and correct. In the event that the Board and the Union do not maintain an agreed upon seniority list as of the effective date of this Agreement, the Union will submit to the Board's Office of Employee Engagement a seniority list which will be accepted by the Board as true and correct unless the Board raises any objections to said list within thirty (30) days of its submission by the Union. Any disputes regarding the seniority list shall be subject to the grievance procedures of this Agreement.

Section 7-12. Maintenance of Seniority List: Seniority lists will be updated on an annual basis by the Board. Upon receipt of the updated seniority list, the Union shall have thirty (30) days within which to bring any errors or objections to the list to the Board's attention, or said list shall become final and binding upon the parties.

Section 7-13. Probationary Period: The probationary period is one calendar year of service with the Board. Employees' time spent in a substitute position does not count toward the probationary period. It is agreed and understood that, except in the case of resignation, all continuous time spent working by a probationary employee pursuant to an appointment from an eligibility list, or reappointment as the case may be, shall be counted toward the completion of the probationary period. Employees transferring for any reason from one bargaining unit classification to another will not be required to serve an additional probationary period.

ARTICLE 8 – STRIKES AND OTHER JOB ACTIONS

Section 8-1. Strikes:

a. Not to strike, not to picket in any manner which would tend to disrupt the operation of any public school in the City of Chicago or of the administrative office of the Board.

b. Should negotiations fail to resolve differences, that the decision of the Board shall be final.

Section 8-2. Unauthorized Strike: In the event of an unauthorized strike, slow-down or stoppage, the Board agrees that there will be no liability on the part of the Union provided the Union promptly and publicly disavows such unauthorized strike, orders the members of the
bargaining unit to return to work and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the Chief Executive Officer, in writing, registered mail, return receipt requested, within forty-eight (48) hours after notice of the commencement of such strike, slow-down or stoppage, what measures it has taken to comply with the provisions of this Article.

Section 8-3. No Strike by Bargaining Unit Members: No members of the bargaining unit shall engage in, encourage, or support any strike, picketing, slow-down or concerted refusal to render full and complete services to the school system.

Section 8-4: No Discrimination on Account of Lawful Strike Activity: The Board and the Union agree that no employee of the Board shall be punished or rewarded, harassed or discriminated against in any manner because of his participation or lack of participation in activities relating to a lawful strike. Nothing herein shall preclude the right of the Union from implementing Union policy as to members.

ARTICLE 9 – REPRESENTATION

Section 9-1. Labor-Management Meetings: It is agreed that the parties will continue their Labor-Management Committee composed 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.

Section 9-2. Meeting Between the CEO and Union Leadership: The Chief Executive Officer or designee shall meet upon request at a mutually agreeable time with the President of the Union and/or the President's designee to discuss matters relating to the implementation of this Agreement, policies and other subjects of interest concerning advancing the quality of the educational process at CPS.

Section 9-3. Implementation of the Collective Bargaining Agreement: The Board acknowledges and agrees that the implementation of the Collective Bargaining Agreement necessitates that principals 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 for the purpose of mutually agreeing upon contract provisions and issues related to the Agreement that will be presented to principals and supervisors in the form of training sessions, meetings and/or other communications. Additionally, all principals and supervisors of bargaining unit personnel shall receive an electronic copy of the Collective Bargaining Agreement for the implementation of the contract during the course of the Agreement.

Section 9-4. Union Access: On 24 hours' notice to the principal of the school, the Union shall have the right to schedule meetings in the building before or after regular duty hours and during lunch time of bargaining unit members involved in matters concerning their employment, the provisions of this Agreement, and for the conduct of Union business, provided said meeting does not interfere with school events or activities previously scheduled prior to the 24-hour notification given to the principal by the Union. Where such meetings are held outside of the operating hours of that school, the Union shall pay the additional costs.

Section 9-5. Union Leave: Bargaining unit employees who are elected or appointed to full-time positions with the Union shall be granted leaves of absence without pay for the purpose of accepting those positions. Such leaves shall be granted upon appropriate application by the
Union, but no more than four (4) shall be granted for anyone (1) school year. To the extent permitted by law and the Pension Code, those granted such leaves shall be permitted, if they so choose, to pay into the pension fund for time they are on leave, thereby not losing pension benefit time. It is understood that the Board is not obligated by this provision to pay any portion of the employee's pension contribution.

Section 9-6, Union Leave and Seniority: An employee on leave to the Union will continue to accrue seniority for wage increments and all other purposes where seniority is a factor, and the absence shall not be construed as a break in service.

Section 9-7. Vacation/Personal Days for Union Meetings: Vacation or personal business days shall be granted to bargaining-unit employees desiring to attend conventions, meetings or training concerning internal Union matters, so long as the principal agrees to accommodate the absence in scheduling and subject to the safe and efficient operation of the Board.

Section 9-8. Steward List: The Union shall furnish to the Board (through the Office of Employee Engagement) on an annual basis the official list of stewards, 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 effected.

Section 9-9. Steward Access to Telephones: Union stewards will be afforded reasonable access to a telephone for official Union business and for use in the making of appointments and securing information relative to bargaining unit employee grievances or complaints.

Section 9-10. Steward's Responsibilities: A Union steward is a Board employee who is designated pursuant to Union procedures. The steward's responsibilities shall be determined by the Union for the purpose of assisting bargaining unit employees from their areas of jurisdiction in processing grievances in accordance with the terms and procedures of this Agreement. The Union steward or Union representative shall have reasonable access to all official files and/or records, legally permissible, regarding any bargaining unit employee when so designated by the bargaining unit employee involved.

Section 9-11. Steward Time to Process Grievances: The Board shall permit each steward a reasonable amount of on duty time to process grievances and consult with the appropriate supervisor and management officials. Bargaining unit employees have the right and shall be given a reasonable amount of time to meet and confer with their designated steward or Union representative during on duty hours for the purpose of discussing any grievance or complaint or matters affecting their working conditions.

a) Before leaving the work area, the steward or bargaining unit employee shall request permission from his/her immediate supervisor and state where he/she is going. He/she will also estimate how long he/she 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 bargaining unit employee.

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 who participate in the process of resolving complaints in the manner indicated herein shall not be subject to discrimination for such action. No steward shall interfere with the work of another employee or leave his work or work location or without first having obtained the express approval of the immediate supervisor.
Section 9-12, Steward Leave: The Board shall grant all stewards up to twelve (12) hours' excused absence within a twelve-(12) month period to attend training sessions sponsored by the Union, provided such training is related to the bargaining unit employees' performance of Union steward duties. A Union request for such training will be submitted in writing to the Board 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 his/her duties, as well as a statement that the training is required.

Section 9-13, No Loss of Pay if Mutually Scheduled Meeting: Whenever bargaining unit member(s) are mutually scheduled by the Board and the Union to participate during working hours in conferences, meetings, arbitrations, labor board hearings or negotiations regarding the Collective Bargaining Agreement, or other mutual concerns and interests, they shall suffer no loss in pay.

Section 9-14, Printing of Contract: This Agreement shall be reproduced by the Union with the cost to be shared by the Union and Board. The delivery of the Agreement shall be completed as soon as possible but no later than ninety (90) days of the signing of the Agreement by the appropriate signatories. The parties agree that the cost sharing provision in this section is limited to no more than 5500 copies of the Agreement.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

Section 10-1, Just Cause: The policy governing employee discipline is set forth in Section 500A.1 of the Chicago Public Schools Policy Manual (Employee Discipline and Due Process Policy). The Board shall not discipline or dismiss employees who have completed their one-year probationary period except for just cause, in accordance with the procedures of the applicable Board Policy and Guidelines on employee discipline and dismissal.

Section 10-2, Notice of Discipline: If discipline is contemplated, members of the bargaining unit shall be afforded a conference to discuss the incident(s) that gave rise to the contemplated discipline. The bargaining unit member and the Union shall be given written notice three (3) working days prior to the scheduled conference date. Said notice shall state (1) that the conference may result in disciplinary action and shall describe the type of discipline to be considered; (2) the alleged misconduct, which led to the scheduling of the conference; and (3) the time, date and place of the conference. The Union shall be present at the conference. The bargaining unit member has the right to refuse Union representation at the conference. The Board shall be responsible for notifying the Union. The conference shall be conducted by the Chief Executive Officer or his/her designee. The bargaining unit member and the Union are entitled to one conference reschedule. If the bargaining unit member or the Union do not report to the scheduled conference or fail to request that the conference be rescheduled twenty-four hours in advance of the scheduled conference, the Board may proceed as scheduled.

Section 10-3, Principal or Head Administrator Decision: The principal or head administrator shall submit a written decision to the employee as to whether the specific act of misconduct occurred and what level of discipline if any is appropriate. If discipline is imposed, the principal or head administrator shall issue his or her decision on the appropriate Notice of Disciplinary Action form. Notwithstanding the Employee Discipline and Due Process Policy, the principal or
head administrator shall have the discretion and authority to issue a suspension, without pay, from one to ten days.

**Section 10-4. Paper Review of Suspensions of 10 or Fewer Days:** Within ten workdays of receiving the Notice of Disciplinary Action form, an employee who is suspended for ten or fewer days shall have the right to appeal the suspension by filing a written request for a "paper review" with the Director of Employee Engagement. Within ten workdays of receiving the “paper review” decision from the Office for Employee Engagement, an employee who is suspended shall have the right to appeal the suspension to grievance arbitration as provided in Article 3.

**Section 10-5. Right to Representation:** A bargaining unit employee who is summoned by the Board or Chief Executive Officer or his or her designee for formal action which could be adverse shall be given advance notification as to the subject of the conference and shall have the option of having a Union representative present at such conference to represent the bargaining unit employee. The Board or Chief Executive Officer or his or her designee shall notify the Union of the conference.

**Section 10-6. Disciplinary Files:** The Board shall not rely on an employee’s disciplinary action record two years after the effective date of the disciplinary action provided neither the employee nor the Union claim in any subsequent conference or arbitration that the employee has no prior disciplinary record.

**Section 10-7. Dismissal Procedures:** Notwithstanding the Employee Discipline and Due Process Policy, the Office of Employee Engagement may recommend to the Chief Executive Officer the dismissal of a non-probationary employee after a pre-dismissal conference.

a. The employee shall be afforded the opportunity to have a pre-dismissal conference at the Office of Employee Engagement that will be conducted by a Hearing Officer that shall be designated by the Office of Employee Engagement.

b. The employee shall be entitled to notice of the Dismissal Charges prior to the pre-dismissal conference.

c. At the pre-dismissal conference, the employee may appear on his/her own behalf or be represented by one person of his/her choice.

d. The pre-dismissal conference is not an evidentiary hearing. The employee does not have the right to present witnesses. The Law Department will provide the Union and the employee with a copy of documents or evidence in its possession that are the basis for the Dismissal Charges prior to the pre-dismissal conference.

e. At the pre-dismissal conference, the employee will be afforded an opportunity to respond to the allegations and submit written documents, statements, or affidavits.

f. If the Office of Employee Engagement determines that dismissal is warranted, the Office of Employee Engagement shall suspend the non-probationary employee without pay pending Chief Executive Officer and Board approval of the dismissal recommendation.

**Section 10-8. Grievance and Appeal:** A member who is discharged has the right to file a grievance and appeal the grievance to arbitration in accordance with the grievance and arbitration procedure set forth in Article 3.

**Section 10-9. Suspension Without Pay:** Notwithstanding the Employee Discipline and Due Process Policy, the Office of Employee Engagement shall suspend a member, without pay, for not more than forty-five (45) work days, pending the outcome of a pre-dismissal conference.
only in cases where the misconduct is in violation of the Board's drug/alcohol policy, any of the enumerated offenses as defined in the Illinois School Code, sexual misconduct, severe physical abuse, or other egregious violations. The employee shall be entitled to back pay if the employee is not discharged. If a determination has not been made within forty-five (45) workdays as to whether the employee should be discharged, then the employee will start receiving pay, and will be eligible for all benefits normally available during periods of active employment.

ARTICLE 11 - HEALTH AND OTHER INSURANCE

Section 11-1. Health Care Plan and Employee Benefits Handbook: The Board shall create a health care plan ("Plan") that provides eligible employees the option to purchase health insurance coverage for themselves and their eligible dependents. The Plan shall be set forth in an employee benefits handbook, which shall reflect the Plan's terms and conditions of enrollment and provide for dispute resolution. The Plan's dispute resolution procedure shall be used exclusively to resolve disputes between the Board and its covered employees and their dependents.

Section 11-2. Enrollment: The Board will offer eligible employees the opportunity to enroll in the plan within thirty-one (31) days of hire and at annual open enrollment. Dependents may be added or deleted from coverage at open enrollment or at other times in accordance with the Health Plan. Dependents may include: the eligible employee’s spouse, civil Union partner, or domestic partner, and up to the maximum age required by law, the eligible employee’s children and adopted, step and foster children.

Section 11-3: Eligibility for Health Insurance: In order to be eligible for health insurance coverage, an employee must work four or more hours per day.

Section 11-4. Plan Components: The Plan shall include medical coverage, including prescription drug coverage, and shall offer eligible employee’s different options in choice of plans; dental insurance coverage; and vision insurance. The Board may offer these options through insured arrangements or on a self-insured basis through a third-party administrator. The Board shall select plan providers and third-party administrators through Board procurement processes.

Section 11-5. Employee Health Care Contributions:

a) Medical Coverage. Contributions to health care for active eligible employees and eligible employees on an approved leave of absence under the Family and Medical Leave Act shall vary by plan and by the number of covered dependents. Contributions shall be a percentage of base wage that shall be deducted from employees' pay on a per day period basis, and shall not exceed the following:

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<tr>
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<th>HMO</th>
<th>PPO</th>
<th>HSA</th>
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<tbody>
<tr>
<td>Single</td>
<td>2.1%</td>
<td>3.0%</td>
<td>0.00%</td>
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<tr>
<td>Employee +1</td>
<td>2.28%</td>
<td>3.25%</td>
<td>1.00%</td>
</tr>
<tr>
<td>Family</td>
<td>2.50%</td>
<td>3.5%</td>
<td>2.0%</td>
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Effective January 1, 2019
Effective January 1, 2020

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<tr>
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<th>HSA</th>
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<td>2.50%</td>
<td>3.5%</td>
<td>2.0%</td>
</tr>
</tbody>
</table>

**Change in Employee Health Contributions:**

- Jan 1, 2020  0.0%
- Jan 1, 2021  0.0%
- Jan 1, 2022  0.0%
- Jan 1, 2023  0.25%

Separated employees, employees on approved supplemental family and medical leaves, and other employees who experience a loss of coverage under the plan following a qualifying event under COBRA shall be eligible to elect continuation coverage as provided under COBRA. Employees on approved Workers' Compensation leaves shall be permitted to continue their participation in the plan at regular employee rates.

**b) Dental Coverage:** The Board shall provide a basic, single coverage dental plan to eligible employees at rates established by the Board annually. Eligible employees may elect other dental coverage and shall pay a contribution toward that coverage, which shall be determined by the Board on an annual basis. The Board shall deduct contributions from eligible employees' pay on a per pay period basis.

**c) Vision Coverage:** The Board shall continue to provide active eligible employees and their covered dependents basic vision coverage at no charge. Eligible employees may elect an enhanced vision coverage which include coverage for replacement contact lenses every 12 months and eyeglass frames every 24 months. Eligible employees shall contribute on a per pay period basis to enhanced vision coverage at rates established by the Board annually.

**Section 11-6. Flexible Spending Accounts:** If established and maintained by the Board for all employees, the Board shall offer medical and dependent care flexible spending accounts whereby employees may contribute pre-tax wages to be withdrawn to pay for or reimburse the employee for payments made for eligible medical and dependent care expenses incurred during a defined calendar year. Employees forfeit contributions that are unused and/or unclaimed during the period for which they were contributed. The maximum contribution to a medical flexible spending account will be as set by law.

**Section 11-7. Life Insurance:** The Board shall provide each bargaining employee a term life insurance policy of $25,000 at no cost to the employee. The Board shall provide employees options to purchase additional coverage on his or her life equal to 1, 2, 3 or 4 times the employee's base wage. The Board shall also provide employees the option to purchase life insurance with a value of up to $50,000 on the life of a spouse or up to $10,000 on the life of a dependent child. Rates for additional coverage shall be determined by the life insurance provider.
Section 11-8. 403(b) and 457 Plans: The Board shall offer employees a 403(b) and 457 plan whereby employees may contribute pre-tax wages to accounts intended to be used during the employees' retirement. 403(b) and 457 Plans shall be governed by their Plan Documents and shall be governed by Internal Revenue Service Rules regarding their operation.

Section 11-9. Qualified Domestic Partners: Qualified domestic partners of bargaining unit members are entitled to the same medical and dental benefits as are available to the spouses of bargaining unit members.

Section 11-10. Eligibility for Domestic Partner Benefits: To be eligible for coverage as qualified domestic partners, bargaining unit members must complete and file with the Board an affidavit of domestic partnership in which they attest that:

- they are each other's sole domestic partner, responsible for each other's common welfare; and
- neither party is married; and
- the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- each partner is the same sex and reside at the same residence; and
- two of the following four conditions exists for the partners:
  - The partners have been residing together for at least 12 months prior to filing the affidavit of domestic partnership.
  - The partners have common or joint ownership of a residence.
  - The partners have at least two of the following arrangements:
    - joint ownership of motor vehicle;
    - a joint credit account;
    - a joint checking account;
    - a lease for a residence identifying both domestic partners as tenants.
  - The bargaining unit member declares that the domestic partner is identified as a primary beneficiary in the bargaining unit member's will.

Section 11-11. Changes to Domestic Partner Relationship: Any change in the circumstances which have been attested to in the documents qualifying an individual as a domestic partner must be provided to the Board within sixty (60) days of said change.

Section 11-12. Designating a New Domestic Partner: A minimum of 12 months must elapse before a bargaining unit member may designate a new domestic partner.

ARTICLE 12 –PAID-TIME OFF

Vacation Days – Employees in Positions Scheduled to Work 52 Weeks a Year

Section 12-1. Vacation Accrual: For 52-week employees, vacation accrual rates and maximum accumulations shall be as follows:

<table>
<thead>
<tr>
<th>Years of Service Accrual</th>
<th>Accrual Rate</th>
<th>Yearly Accrual</th>
<th>Maximum Accrual</th>
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<tbody>
<tr>
<td>Employees with 0 - 10 years of service</td>
<td>.58 vacation days per pay period</td>
<td>15 days</td>
<td>20 days</td>
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<tr>
<td>Years of Service</td>
<td>Vacation Days per Pay Period</td>
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<td>25 Days</td>
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<td>11-20</td>
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<td>21 or more</td>
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</table>

**Section 12-2. Maximum Vacation Accrual:** Once the maximum accrual has been reached, no additional vacation time will be accrued until the employee's vacation day balance falls below the maximum.

**Section 12-3. Payout Upon Death:** In the event of an employee's death, the surviving spouse or estate shall be entitled to receive payment for all of the employee's unused vacation days at the employee's prevailing wage.

**Section 12-4: Vacation Use During Anniversary Year:** Custodians or 52-week employees shall be permitted to use vacation earned during their anniversary year.

**Section 12-5. Vacation Approval:** Subject to operational needs, the Principal or designee shall approve an employee's use of earned vacation. If the Principal's decision to deny an employee's use of earned vacation will result in the loss of vacation because the employee is at his maximum accumulation, the Principal shall approve the employee's use of earned vacation.

**Section 12-6. Winter and Spring Break for Non-52 Week Employees Paid on an Hourly Basis:** Eligible employees who work less than 52 weeks a year shall continue to have paid and unpaid vacations as designated in CPS's academic calendar as adopted annually by the Board (one paid week during Winter Intersession with the remainder of Winter Intersession unpaid and one paid week at Spring Intersession). These employees do not accrue or accumulate paid vacation time. Vacation pay shall be computed on the basis of the following formula:

<table>
<thead>
<tr>
<th>Number of Days on Payroll from April through November</th>
<th>Days of Vacation Pay for Each Recess</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10</td>
<td>0</td>
</tr>
<tr>
<td>11-20</td>
<td>1</td>
</tr>
<tr>
<td>21-40</td>
<td>2</td>
</tr>
<tr>
<td>41-60</td>
<td>3</td>
</tr>
<tr>
<td>61-80</td>
<td>4</td>
</tr>
<tr>
<td>81 or More</td>
<td>5</td>
</tr>
</tbody>
</table>
Section 12-7. Holidays: The Board shall establish holidays that will be observed on an annual basis at the time it adopts the academic calendar. Holidays that fall on Sunday will be observed on Monday. Holidays that fall on Saturday shall not be observed.

Section 12-8. Holiday pay: A bargaining unit member shall be eligible for the paid holiday, provided he/she is paid for either the day before or the day after such a holiday.

Section 12-9. Sick Day Benefit Days Granted On and After July 1, 2012: On July 1, 2012, and each July 1 thereafter, the Board shall grant eligible employees up to ten (10) sick days, based on job title. Sick days granted on and after July 1, 2019 that are unused at the end of the fiscal year may be rolled over for future use up to a maximum of 40 days and may be used for the following purposes:

a. as sick days or for purposes of leave under the Family and Medical Leave Act; or
b. to supplement the short-term disability, pay on days 31 through 90 to reach 100% income during such period.

Sick days accumulated under this Section shall be utilized prior to sick days in the "retained sick day bank" defined in Section 12-10. The Board shall not payout to any employee the value or any part of the value of any sick days granted on and after July 1, 2012 that are unused at the time the employee separates from Board employment for any reason.

Section 12-10. Transfer/Donation of Sick Days: Employees may donate up to ten (10) sick days from their sick day banks to another employee who is suffering from a serious medical condition and who is on an approved leave of absence, provided that the employee has the same or a lower base wage. An employee receiving a donation of sick days may not receive more than forty-five (45) days of sick leave in the aggregate from donor-employees and may only receive a donation once during his or her employment by the Board.

Section 12-11. Unused Sick Day Benefit Banks Earned Prior to July 1, 2012: Bargaining unit employees shall retain any bank of unused sick days that the bargaining unit employee accumulated prior to July 1, 2012 in a "retained sick day bank." Employees may use days from their retained bank at their own election for employee illness or during a short-term disability leave as set forth below. Up to 325 retained sick days earned from CPS employment prior to July 1, 2012 and left unused in the retained sick day bank at the employee's resignation, retirement or death shall be paid out at the employee's rate of pay at the time of the employee's separation based on the following qualifying events and in the following percentages:

<table>
<thead>
<tr>
<th>Qualifying Event</th>
<th>Percentage of Accumulated Sick Leave to Be Paid Out</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resignation or retirement with 33.95 or more years of service</td>
<td>100%</td>
</tr>
<tr>
<td>Resignation or retirement with at least 20 but less than 33.95 years of service</td>
<td>90%</td>
</tr>
<tr>
<td>Resignation or retirement at age 65 with less than 20 years of service</td>
<td>85%</td>
</tr>
</tbody>
</table>
Section 12-12. Doctors Note: In the case of absences for illness in excess of three consecutive days, a certificate from a physician, or if the treatment is by prayer or spiritual means, from the advisor or practitioner of such employee's faith, shall be required as a basis of pay during such leave. In any instance when a supervisor has a reasonable suspicion that an employee is abusing sick leave, he or she may demand a physician certificate after an absence of one day.

Section 12-13. Sick Day Eligibility: Eligible new employees shall complete sixty (60) calendar days prior to eligibility for sick days. Upon completion of the sixty (60) day period, sick days shall be retroactive to the first day hired.

Section 12-14. Pay for Benefit Days: The pay for all benefit use shall be the number of hours assigned per day, multiplied by the basic hourly rate of the eligible employee.

Section 12-15. Workplace Battery: If an employee is injured on the job as a result of a workplace battery, CPS will reinstate all sick days used by the employee prior to receiving workers compensation benefits beginning on the fourth (4th) day of absence. Such sick days will be reinstated in full upon the employee's return to work.

Section 12-16. Short-Term Disability and Paid Maternity Leave Benefits: The Board shall establish a short-term disability and paid maternity leave policy for eligible employees. The short-term disability policy shall provide disability benefits for employee illness in excess of ten consecutive sick days (including maternity leave days), or seven general use days, as applicable, as follows:

a. one hundred percent (100%) of the employee's regular full-time pay for the first thirty (30) calendar days of the employee's disability and/or maternity leave;

b. eighty percent (80%) of the employee's regular full-time pay for calendar days thirty-one (31) through sixty (60) of the employee's disability and/or maternity leave; and,

c. sixty-percent (60%) of the employee's regular pay for calendar days sixty-one (61) through ninety (90) of the employee's disability and/or maternity leave.

Section 12-17. Eligibility for Short-Term Disability and Paid Maternity Leave Benefits:
Employees are eligible for short-term disability if they satisfy the following requirements:

a. they have been employed for at least sixty (60) calendar days;

b. they have not exhausted 90 paid calendar days of short-term disability or maternity leave in the preceding 12-month period;

c. they have exhausted ten (10) sick benefit days, or seven (7) general use days, as applicable, other than those in their retained sick leave benefit bank;

d. they have submitted a qualifying medical certification of their disability or maternity; and,

e. they are not receiving workers compensation, victims of violence benefit or long-term disability benefits for the disability.

The short-term disability plan adopted by the Board may include other eligibility requirements to qualify for the benefit.

Section 12-18. Employee Benefits During Paid Short-Term Disability Leave: Employees on short-term disability leave may continue their employee benefits (health, dental, life, 403(b),
etc.) on the same terms as if they were actively employed. Deductions shall be made from short-term disability payments for those benefits.

**Section 12-19. Coordination with FMLA and Supplemental FMLA Leaves of Absence:** Short-term disability leaves and any period of sick leave use immediately preceding the short-term disability leave period run in parallel with qualifying FMLA leaves of absence. Time spent on a short-term disability leave of absence shall count toward the maximum number of days or weeks of FMLA or Supplemental FMLA leaves of absence.

**Section 12-20. Employee Election to Use Retained Sick Days During Short-Term Disability:** Employees with retained sick day banks may elect to use retained sick days to supplement disability benefits for days thirty-one (31) to ninety (90) of short-term disability.

**Section 12-21. Personal Days:** All full-time and eligible employees who have one (1) or more years of service with the Board shall be granted three (3) personal days during each calendar year without loss of compensation or deduction from his/her accumulated bank of sick days. Non-52-week employees may use a personal day on the Wednesday before Thanksgiving and during unpaid days during Winter Break.

**Section 12-22. Allotment of Personal Days:** A current employee's allotment of personal leave benefit days ("Personal Days") will be granted annually during the first payroll period of the fiscal year in July rather than the first payroll period of the calendar year in January.

**Section 12-23. Eligibility for Personal Days:** All full-time employees with less than one (1) year of service with the Board shall be granted personal days as follows:

<table>
<thead>
<tr>
<th>Hire Date</th>
<th>No. of Personal Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1 through September 30</td>
<td>3</td>
</tr>
<tr>
<td>October 1 through March 31</td>
<td>2</td>
</tr>
<tr>
<td>April 1 through May 31</td>
<td>1</td>
</tr>
<tr>
<td>June 1 through June 30</td>
<td>0</td>
</tr>
</tbody>
</table>

**Section 12-24. Blackout Days:** An employee may not use a personal day during the first or last week of school.

**Section 12-25. Personal Days Accumulation and Use:** Personal Days shall not be accumulated, shall not be cashed out, shall not be used as service credit or rolled in a sick day bank, and may not be used during sick leave.

**Section 12-26. Benefit Time Usage and Evaluation:** An employee's use of benefit time will not negatively impact their performance evaluation rating unless the employee uses benefit time inappropriately, including use in inappropriate patterns (e.g. frequent use on Fridays/Mondays, before or after holidays or breaks, or during important school work or work-related events).

**Section 12-27. Benefit Time Protocols:** The Board may establish reasonable protocols for use of benefit days, including as applicable, requiring reasonable notice, certifications when the
employee has been absent for three (3) or more consecutive days (or otherwise when there is reasonable cause), and/or usage black-out periods (except in cases of illness and emergency, etc.). On designated black out days, bus aides, custodians, SECA's and security officers may use a paid personal or vacation day to attend a child's/grandchild's graduation.

**Section 12-28. Report Card Pickup:** Members of the bargaining unit with children enrolled in the Chicago Public Schools shall be provided two hours of excused time to participate in their child's report card pickup without penalty or loss of benefits. Bargaining unit members shall be responsible for notifying the principal or unit administrator at least two days in advance prior to the date of report pickup.

**Section 12-29. Court Attendance:** An employee shall be granted full pay when the employee's absence is due to required attendance in court in connection with litigation in which school interests or records are involved or when the State of Illinois, the City of Chicago or the Board is a party and the employee is not personally interested in the outcome of the litigation. When the employee is subpoenaed as a witness within Cook County, Illinois where the employee is not personally interested in the outcome of the litigation, the employee shall be granted full pay less an amount equal to the statutory subpoena fee.

**Section 12-30. Jury Duty:** All employees shall suffer no loss of wage or benefits because of jury duty in the State of Illinois, except that the Board shall make a deduction equal to the amount received for such jury duty.

**Section 12-31. Travel Reimbursement:** Those employees who are required to travel to different locations other than their assigned work location shall be entitled to reimbursement pursuant to Board policy on travel reimbursement.

**Section 12-32. Same Benefits as other ESPs:** Except as provided elsewhere in this Agreement, members of the bargaining unit (including employees promoted and probationary employees) shall receive the same benefits in the areas of sick days (proportionate to their work year), personal business days, bereavement leave, insurance coverage, vacation, court attendance, jury duty, and leaves of absence as provided in Board policy or Rules as applicable to other Regularly Appointed Educational Support Personnel serving in schools. Any changes in the benefits enumerated herein will be negotiated with the Union.

**Section 12-33. Bus Aide Sick Days:** All school bus aides assigned a minimum of 20 hours per week shall be eligible annually for 10 days of sick pay. The pay for one day of sick leave shall be the number of hours assigned per day, multiplied by the basic hourly rate of eligible employees.

**Section 12-34. General Use Days for Part-Time Custodians:** Part-time and 10-Month Custodians shall receive seven general use absence days and no other benefit days.

**ARTICLE 13 - LEAVES**

**Section 13-1. Military Leave:** Bargaining unit members’ rights and obligations related to military leave shall be governed by applicable federal and Illinois law.

**Section 13-2. Leave to Attend Conferences:** The Chief Executive Officer shall have authority to grant employees leave to attend without loss of pay professionally related conferences, meetings, workshops or conventions, which are beneficial or related to the work of the schools.

**Section 13-3. Election Leave:** Bargaining unit members’ rights and obligations related to election leave shall be governed by applicable Illinois law.
Section 13-4. Leave of Absence Without Pay: Employees who have been employed for three (3) months or more may be granted a leave of absence without pay by the Chief Executive Officer or General Counsel (or their designees).

Section 13-5. FMLA Leave Eligibility and Reasons for Leave: Bargaining unit employees who have been employed for at least twelve (12) months and who have worked a minimum of 1,250 hours of service during the previous 12-month period shall be entitled to unpaid leave under the Family and Medical Leave Act ("FMLA") for any of the following reasons:

a. To provide care for a son or daughter during the 12-month period after the birth of such child;
b. To provide care for a son or daughter during the 12-month period after such child is adopted by or placed in the foster care of the employee;
c. To provide care for a son, daughter, spouse or parent with a serious health condition; or
d. To treat or recover from a serious health condition of the employee.

Section 13-6. Rolling Twelve Month Calendar: Bargaining unit employees are entitled to a total of 12 workweeks of unpaid leave for the above-stated reasons during a "rolling" 12-month period measured backwards from the date an employee uses any FMLA leave.

Section 13-7. FMLA Leave and Benefit Time Use: Bargaining unit employees shall be required to use their accrued sick days concurrently with any leave of absence taken under the FMLA. Employees will have the option, upon appropriate notice, to use accrued vacation days. During any leave taken under the FMLA, the employee's health care coverage under any group health plan shall be maintained for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. If the employee is using vacation or sick days, the employee will accrue seniority while on FMLA leave.

Section 13-8. Notice of Foreseeable Leave: Bargaining unit employees must provide at least thirty (30) days' advance notice before FMLA leave is to begin if the need for leave is foreseeable based on an expected birth, placement for adoption or foster care or planned medical treatment for a serious health condition of the employee or the employee's son, daughter, spouse or parent. If thirty (30) days' notice is not practicable (such as because of a lack of knowledge of approximately when a leave will be required to begin, a change of circumstances or a medical emergency), notice must be given as soon as practicable. Failure to provide the notice set forth in this section shall not affect the employee's entitlement to the leave when the Board has actual knowledge of the FMLA-precipitating event.

Section 13-9. Reinstatement After FMLA Leave: A bargaining unit employee who takes up to twelve (12) weeks of FMLA leave shall be entitled on return from such leave to be restored to the position of employment held by the employee when the leave commenced or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

Section 13-10. Continuous Service: For employees on a leave of absence, paid or unpaid, for up to ten (10) months, and for fifty-two week employees up to 12 months, such absence shall not be construed as a break in "continuous service" as defined by this Agreement and/or any applicable Board rule. The Family and Medical Leave Act ("FMLA") shall govern the accrual of seniority, as applicable, during a leave of absence taken pursuant to FMLA.
Section 13-11. Board Policy on FMLA: Except as may be specifically provided for in this Agreement, bargaining unit employees' rights and obligations relating to FMLA leave shall be governed by the provisions of the FMLA (including any regulations thereunder) and Board rules or policies.

Section 13-12. Bereavement Leave for Immediate Family: Whenever the absence of an eligible employee is caused by the death of a parent, spouse, domestic partner, child, brother, or sister of the employee, step-parent married to a parent of the employee, or grandparent, such employee shall be paid the employee's basic salary for the number of scheduled work days absent from the date of death to the date the employee returns to work, provided that the number of scheduled work days shall not exceed ten work days, including all holidays with the last five scheduled work days being applied against the employee's accumulated bank of sick days.

Section 13-13. Bereavement Leave for Non-Immediate Family: Whenever the absence of an employee is caused by the death of a grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, nephew, niece, uncle, aunt, or first cousin of the employee, such employee may have applied against his or her accumulated sick bank, the number of scheduled work days absent from the date of death to the date of burial, plus the necessary time for return to Chicago when the funeral is held outside the City, up to five scheduled work days.

Section 13-14. Leaves of Absence and Continuous Service: For employees on leaves of absence, paid or unpaid for up to ten (10) months, such absence shall not be construed as a break in "continuous service" as defined by this Agreement or any applicable Board rule. The provisions of the Family and Medical Leave Act shall govern the accrual of seniority, as applicable, during leaves of absence.

ARTICLE 14 - CUSTODIANS

Section 14-1. Overtime Preference: To the extent practicable, CPS custodians shall be given preference for overtime opportunities over private custodians. In any event, CPS custodians shall be eligible for overtime opportunities on the same basis as private custodians. All overtime must be pre approved.

Section 14-2. Opening A Building: If a custodian is required to open a building as part of his/her regular duties, the principal or supervisor shall meet with the employee and determine a reasonable amount of time required to perform such duties. The parties agree that custodians shall not have their regular hours reduced solely as a result of performing duties related to opening buildings.

Section 14-3 Custodial Voluntary and Involuntary Transfers: Custodian, Lead Custodian, and Factor Custodian positions shall be staffed by voluntary transfers or involuntary transfers of Board custodians or new hires.

Section 14-4. Voluntary Transfers: Once a year, Facilities shall notify all Custodians, Lead Custodians and Factor Custodians eligible to voluntarily transfer of available positions. Applications to transfer shall be submitted in accordance with the directives outlined in said bid transfer notice.

   a. Where administratively possible, bid selection lists and bid application forms shall be distributed by Facilities in March of each year.
   b. The bid application form shall include two (2) preferences.
c. Available positions subject to being filled through the voluntary transfer procedure are those positions temporarily filled by new hires within twelve (12) months of the bid voluntary transfer procedure and vacant positions.

d. Applications to bid for voluntary transfer shall be submitted using the Electronic Voluntary Transfer Form.

e. Employees eligible to bid will have ten (10) work days to submit an application to bid. Any applications submitted after ten (10) work days will not be considered.

f. Successful bidders will be transferred at the end of the school year.

Section 14-5. Eligibility for Voluntary Transfer: Custodians, Lead Custodians and Factor Custodians shall be eligible to apply for a voluntary transfer if all of the following criteria are met:

a. Must have held their current position (Custodian, Lead Custodian, Factor Custodian shall be deemed one position for this purpose) for a minimum of twelve (12) months;

b. Custodians, Lead Custodians and Factor Custodians shall only be eligible to transfer between the same job title.

Section 14-6. Disqualification for Voluntary Transfer: Custodians, Lead Custodians and Factor Custodians shall not be eligible to apply for a voluntary transfer if any one or more of the following exclusions apply:

a. Had a voluntary transfer within the last twelve (12) months;

b. A pre-disciplinary meeting involving a suspension or pre-dismissal conference is scheduled or in the process of being scheduled or an appeal of suspension is pending;

c. A suspension has been issued to the employee within the last six (6) months;

d. An investigation into the conduct of the employee is pending and the employee has been suspended with or without pay pending investigation in accordance with the Employee Discipline and Due Process Policy;

e. Has received a mid-year or final developing or unsatisfactory evaluation rating; or

f. The employee is on a leave of absence and the employee has provided a return to work date that is after the date of the transfer.

Section 14-7. Determining Seniority for Transfer: Available positions filled through the voluntary transfer procedure shall be filled based on seniority (measured from the date of hire) among employees who received an excellent rating on their last evaluation, then based on seniority among employees rated proficient on their last evaluation.

Section 14-8. Unsuccessful and Displaced Bidders: Unsuccessful bidders, not then holding a bid position, and employees displaced by successful bidders, shall be transferred at the same time as successful bidders into available open positions in the manner determined by the Board.

Section 14-9. Involuntary Transfers. Involuntary transfers may take place due to operational needs, school closures, or other legitimate business reasons and will be limited to once per year (measured by the effective date of the involuntary transfer). When the Board elects to conduct an involuntary transfer, the Board shall seek volunteers beginning with the most senior employee in the school. If there are no volunteers, the Board shall transfer the least senior employee in the school. The Board will make a good faith effort to place the transferring employee within the same network as their prior building and will consider the employee's preference for a vacant position within the same job classification. The Board shall have final authority of transfer.
placement, note that if an employee returns from a leave after having lost job protection, placement in a vacancy is not considered an involuntary transfer.

Section 14-10. Facilities Management Structure: If CPS intends to change the facilities management structure that would impact the custodians represented by the Union, the Board shall meet and confer with the Union prior to a decision being made, and engage in effects bargaining upon request.

Section 14-11. Cleanliness of Schools: The Union may make complaints to CPS facilities management regarding unclean, unsanitary or unsafe health conditions and request that CPS conducts an inspection of the conditions with the Union. CPS has the right to decline the request.

ARTICLE 15 –FULL-TIME/PART-TIME SECURITY

Section 15-1. Security Officer Duties: Security Officers shall not be assigned duties outside of their job description except in emergency situations. Emergency situations are defined as extraordinary events that are not anticipated which place students, staff and the schools in jeopardy.

Section 15-2. Meetings to Discuss Security Concerns: School-based Security Officers shall meet with the Principal, or their designee, at the beginning of the school year and quarterly to discuss security concerns that may exist or arise at the school during the course of the school year.

Section 15-3. Security Overtime Distribution for Events Hosted by Central Administration. The Department of Safety and Security is responsible for providing security staffing for events that are hosted by Central Administration. Such staffing may require extra work by security officers. The Department of Safety and Security will hire a Cadre of security officers based on merit to staff those events. Initial hiring will be done after a public posting of the positions. Assignments of extra work within the Cadre will be done on an equitable basis with officers rotated among the entire Cadre as much as feasible.

Section 15-4. Joint Security Committee: The Board and the Union will establish a Joint Security Committee, which shall meet quarterly for the purpose of discussing issues relating to security. The committee shall consist of up to two bargaining unit members, one Union representative and up to three Board representatives. Meetings will occur after the workday and will be paid.

Section 15-5. Assignment of Security Officers: The Board and the principal reserve the right to assign, in their sole discretion, Regularly Appointed Security Officers and Senior Security Officers based on the needs of the particular Board or school program. For those schools with staggered shifts, full-time School Security Officers may submit a preference for a shift. Shifts will be filled based on seniority (measured from date of hire) among employees who received an excellent rating on their last evaluation, then based on seniority among employees rated proficient on their last evaluation. A full-time School Security Officer’s preference whose last evaluation is less than proficient will not be considered.

Section 15-6. Climate Team and Senior Climate Team: The Climate Team position is a promotion from school security officer. On the effective date of this Agreement, all Climate Team Officers and Senior Climate Team Officers shall be transitioned to the Security Officer Wage Schedule in the contract on the step that most closely corresponds to their rate of pay on
July 1, 2015. No Climate Team Officer or Senior Climate Team Officer shall experience a reduction in pay as a result of their inclusion on the Senior Security Officer Wage Schedule.

**Section 15-7. Climate Team and Flex Security Officers Schedules:** Climate team and Flex team security officers daily schedule will be emailed or texted to them to the extent practicable.

**Section 15-8. Security Training:** The Board shall provide two weeks’ notice to Security Officers of scheduled mandatory training. The Board will make reasonable efforts to schedule enough training sessions in each region to make sure there are enough available opportunities to attend in the North, Central and South regions for Security Officers to attend in their region. A Security Officer’s failure to attend mandatory training which is not excused by their building principal or Board designee will result in a five-day unpaid suspension.

**Section 15-9. Reasonable Force Guidelines:** During the term of the Agreement, the Board will develop a written policy and/or guidelines on the use of reasonable force for employees (in particular Security personnel and Special Ed. personnel) when interacting with students or others that are exhibiting inappropriate violent or uncontrollable behavior. Upon formulating this language, the Board will provide the policy and procedure language to the Union for review and discussion before implementation. Additionally, the Board will provide professional training for those employees whose job duties are in an environment where reasonable force may be necessary.

**Section 15-10. Minimum and Maximum Hours for Part-Time Employees:** When assigned to a staffable position in a school, part-time Security shall work a minimum of 4 hours per work-day, for every day school is in session. Voluntary, extended day hours may be available, but total hours shall not exceed 8 hours per work day, and 30 hours per work week (i.e. not to exceed part-time status) unless otherwise approved by the Board.

**Section 15-11. Part-Time Security Assignment to A Non-Staffable Position:** When assigned to a non-staffable position in a school (i.e., a "Non-Board Employee" paid from "bucket"), part-time Security shall work not less than 3 hours, nor more than 8 hours per work day. The work week shall not exceed 30 hours (not to exceed part-time status) unless otherwise approved by the Board. The employee may be assigned work any time during the work day, and any day during year, as necessary.

**Section 15-12. Part-Time Security General Conditions:**

a. Employees may be terminated, due to position closing or funding change, without challenge, guarantee of reassignment or re-hire.

b. Wage rate set at a minimum of $16.00 per hour effective July 1, 2003.

c. Except as otherwise provided in this Section, Part-time Security are not eligible for benefits, including health insurance, sick days, vacation days, holiday pay, lunch period (except as otherwise provided in Section 5-4), pension, layoff and recall (except as otherwise provided in Article 7), etc.

d. Number of mandatory professional development hours per year shall be determined by management.

e. Except as provided in this Article, the parties agree that the Part-time Security are subject to the other provisions of this Agreement (e.g., grievance procedure, employee discipline).
f. A new hire into the position/job title of Part-Time Security must have the legal authority to effectuate an arrest. This is not intended to affect any current employee in the Part-time Security job title/position.

Section 15-13. Part-Time Security Benefits and Court Duties:

a. **Holiday Pay:** Part-time Security will be paid double time for all hours worked on the holidays that the Board establishes on an annual basis at the time it adopts the academic calendar. Holidays that fall on Sunday will be observed on Monday. Holidays that fall on Saturday shall not be observed.

b. **Bereavement Leave:** Whenever the absence of an eligible employee is caused by the death of a parent, spouse, domestic partner, child, brother, or sister of the employee, step-parent married to the parent of the employee, or grandparent, such employee shall be paid the employee's basic wage for the number of scheduled work days absent from the date of the death to the date the employee returns to work, provided that the number of scheduled work days shall not exceed ten work days, including all holidays with the last five scheduled work days being applied against the employee's accumulated bank of sick days. Whenever the absence of an employee is caused by the death of a grandchild, such employee may have applied against his or her accumulated sick bank, the number of scheduled work days absent from the date of death to the date of burial, plus the necessary time for return to Chicago when the funeral is held outside the City, up to five scheduled work days.

c. **Court Attendance:** Part-time Security shall be granted full pay when the employee's absence is due to required attendance in court in connection with litigation in which school interests or records are involved or when the State of Illinois, the City of Chicago or the Board is a party and the employee is not personally interested in the outcome of the litigation, except when the employee's presence in court is in connection with his or her duties as a sworn police officer employed by the City of Chicago. When the employee is subpoenaed as a witness within Cook County, Illinois where the employee is not personally interested in the outcome of the litigation, the employee shall be granted full pay less an amount equal to the statutory subpoena fee.

d. **Personal Days:** Part-time Security who have one (1) or more years of service with the Board shall be granted four (4) personal days on a pro-rata basis during each calendar year without loss of compensation. Part-time Security with less than one (1) year of service with the Board shall be granted personal days as follows:

<table>
<thead>
<tr>
<th>Period in Which Employment Began</th>
<th>Number of Personal Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1 through September 30</td>
<td>3</td>
</tr>
<tr>
<td>October 1 through March 31</td>
<td>2</td>
</tr>
<tr>
<td>April 1 through May 31</td>
<td>1</td>
</tr>
<tr>
<td>June 1 through June 30</td>
<td>0</td>
</tr>
</tbody>
</table>
• New bargaining unit part-time security shall be granted a personal business day sixty days after their starting date.
• An employee may not use a personal day during the first or last week of school.
• As of July 1, 2012, Personal Days shall not be accumulated, shall not be cashed out, and shall not be rolled into a sick day bank. Personal Days granted in July 2012 and every July thereafter that are unused by June 30 of the fiscal year in which the Personal Days were granted, shall be forfeited.

c. **Jury Duty.** Part-time Security shall be eligible for jury duty pay in accordance with Section 12-29 on a pro-rata basis.

f. **Conflict.** To the extent that the provisions in this Article conflict with any general provisions related to the same subject matter, the provisions in this Article shall control.

**Section 15-14. Part-Time Security and Direct Supervision of Students on School Property:** The parties agree that part-time Security duties do not principally include the direct supervision of unruly children that are sent for direct observation under their care for unreasonable periods of time, except where children may exhibit violent and uncontrollable behavior that may cause direct or immediate harm to other children, school personnel, school property or themselves. The parties agree that part-time Security must have the ability to react to any duty call without hindrance of unnecessary child supervision for unreasonable periods of time while performing their jobs.

**Section 15-15. Part-Time Security Layoff/Recall:** Part-time Security shall be subject to layoff and recall in accordance with the Board's Layoff, Interim Assignment and Reappointment of Education Support Personnel Employees Policy. For purposes of determining layoff and recall, the appropriate layoff list shall be prepared based on the part-time security's job location.

**ARTICLE 16 - SPECIAL EDUCATION CLASSROOM ASSISTANTS (SECAs)**

**Section 16-1, SECA Professional Development Committee:** The Board and the Union will establish a Joint Committee on Professional Development for Special Education Classroom Assistants. The Committee shall consist of up to five SECAs and up to five Board representatives. The Committee shall meet to get input from SECAs regarding their professional development needs and the scheduling, timing and frequency of professional development for SECAs and to coordinate local and central professional development activities. The goal of the Committee shall be to establish a professional development schedule for each school year and to investigate how to coordinate central and local professional development offerings.

**Section 16-2, Student Medications:** An employee who is required to participate in the administration of medications under Board Policy regarding Administration of Medication During School Hours (704.2) shall be protected from suit in accordance with Section 34-18.1 of the Illinois School Code [105 ILCS 5/34-18.1].

**Section 16-3, Attendance at IEP Meetings:** SECAs may be required to attend an IEP meeting by a building principal or case manager. If a SECA’s presence is requested by any other party, including a parent or guardian, the SECA’s attendance is voluntary. If the IEP meeting occurs during the workday, the SECA will be paid for time spent at the IEP meeting. If the IEP meeting occurs after hours, the SECA will be paid for time spent at the IEP meeting if he/she is required to attend. A SECA shall not be required to provide interpretive services at an IEP meeting; this
does not apply to employees in the Bilingual SECA classification, who may be required to interpret for their assigned student.

**Section 16-4. SECA Duties:** Utilization of SECAs shall be in conformity with applicable statutes, Individualized Educational Programs, established guidelines and job description. SECAs are to assist in the instruction and personal care needs of students with disabilities in a school building in accordance with each student’s IEP or 504 Plan. The expectation is that a SECA must be used to ensure all IEP and 504 Plan supports that are to be provided by a SECA are covered.

SECAs shall not be used as a substitute teacher, shall not be assigned office clerk duties and tasks, school maintenance and operations, or fire drill monitor duties. SECAs shall not be used to provide class coverage except for temporary emergency supervisory duty.

SECAs may be assigned lunchroom duty, general recess duty, hallway duty, general supervision at the beginning or end of the school day, or field trip monitor duties if accompanying a student or students with a disability who require(s) supervision or support/services as specifically outlined in their IEP or if doing so does not impact the provision of IEP or 504 Plan supports.

If a SECA is assigned to a specific student to provide dedicated support, that does not mean that the SECA cannot assist or be reassigned to other students with an IEP or 504 Plan if time remains in the SECA’s schedule or if that particular student is absent on any given school day.

**Section 16-5. SECA Plan Time:** SECAs shall be provided three hours of planning time on the first Friday of SECA attendance, the teacher-directed professional development day currently taking place during the third quarter, and their school’s report card pick up days. Planning period is paid work time set aside for SECAs to engage in professional activities such as meeting with general or special education teachers, review of IEPs, lesson plans, or course materials, participating in on-site professional development, classroom environment set-up, and for consultation regarding their assigned students.

**Section 16-6. SECA Access to IEP Information:** Subject to state and federal privacy laws, SECAs and sub SECAs shall be advised of information contained in a student's IEP that is necessary for the SECA or sub-SECA to meet the needs of the student in the performance of his/her job duties. Any disputes over a SECA's or sub SECAs' entitlement to such information shall be resolved by the Principal.

**ARTICLE 17 - BUS AIDES**

**Section 17-1. Route Assignment:** To the extent that operational needs permit, the Board shall endeavor to stabilize Bus Aide route assignments from year to year.

**Section 17-2. Bus Aide Workday:** The length of the work day for School Bus Aides and Sub School Bus Aides shall be a minimum of four hours.

- A four-hour route with a mid-day route will be a six-hour work day.
- A six-hour paired route is four runs: two runs for two schools in the morning not riding at the same time, and two runs for two schools in the afternoon not riding at the same time.
- A five-hour split paired route is two schools with two separate pick-ups either in the morning or in the afternoon.
• A four-hour shared route is two runs: one in the morning and one in the afternoon, where students from different schools are on the same run.
• A four-hour single route is two runs: one in the morning and one in the afternoon.

Section 17-3. Mid-Day Route Removal: In the event that a Bus Aide is removed from a mid-day route, the Board shall advise the Bus Aide of the reason for the removal. To the extent that the reason is based on the conduct, demeanor or work of the Bus Aide, the Board shall give the Bus Aide an opportunity to respond and convince the Board to take a different course of action.

Section 17-4. Bus Aide Committee: A committee shall be established to examine issues associated with school bus aides who are required to board buses outside the City of Chicago. Bus Aide who are required to board or disembark buses outside of the City of Chicago will receive a stipend of $5.00 per day.

Section 17-5. Preference for Route Assignments: Each year by April 1, Bus Aides may submit their preference for the number of hours they are assigned and the geographical location for their assigned route. Routes will be assigned based on evaluation scores in the following order:

a. Employees who received a score of 4.0 to 3.5 on their last evaluation will be assigned routes based on seniority within this evaluation score grouping.
b. Employees who received a score of 3.4 to 3.1 on their last evaluation will be assigned routes based on seniority within this evaluation score grouping.
c. Employees who received a score of 3.0 to 2.7 on their last evaluation will be assigned routes based on seniority within this evaluation score grouping.
d. Employees who received a score of 2.6 to 2.0 on their last evaluation will be assigned routes based on seniority within this evaluation score grouping.
e. Employees who received a score of 1.9 or below on their last evaluation will be assigned routes based on seniority within this evaluation score grouping.

When assigning routes, the Board shall make every reasonable effort to accommodate the Bus Aide’s submitted preferences to the extent that availability and operational needs permit.

ARTICLE 18 - PARENT WORKERS

Section 18-1. Parent Workers Work Week: Parent workers will be placed in position titles/codes which are designated 38.6 weeks.

Section 18-2. Wage Rate: Bargaining unit employees in the classifications of Parent Worker - School Security Aide, Parent Worker - Bus Monitor, Parent Worker - School Security Officer, Parent Worker - Child Welfare Attendant, Parent Worker - SECA, and Parent Worker - Other shall be paid an hourly rate which is equal to 75% of the Step 1 hourly rate for the corresponding full-time classification.

Section 18-3. Parent Worker Duties: To the extent that a parent worker is performing duties outside one of the foregoing classifications, the Board will establish a parent worker job classification that corresponds to the full-time classification.

Section 18-4. Eligibility for Medical Insurance: Bargaining unit employees in the classifications of Parent Worker - School Security Aide, Parent Worker - Bus Monitor, Parent Worker - School Security Officer, Parent Worker - SECA, and Parent Worker - Other, shall be
eligible for medical insurance coverage after successful completion of their one-year probationary period.

ARTICLE 19 - SUBSTITUTE BUS AIDES AND SUBSTITUTE SECAs

Section 19-1, Applicability to Sub SECAs and Sub Bus Aides: The parties agree that this Article shall apply only to Substitute School Bus Aides and Substitute Special Education Classroom Assistants (SECAs) (collectively Sub or Subs). To the extent that the provisions in this Article conflict with any general provisions related to the same subject matter, the provisions in this Article shall control.

Section 19-2, Subs In Vacant Position: The parties agree that if a Sub works in a vacant position for 60 consecutive work days and no other employee on layoff has applied for that vacant position and/or CPS has not placed an employee in that vacant position in accordance with the ESP Layoff Policy, the Sub working in the vacant position shall be assigned to that vacant position. If an employee on layoff applies for a vacant position and/or if CPS places an employee in the position in accordance with the ESP Layoff Policy such employee shall have priority for the position over the Sub working in the vacant position.

Section 19-3, Subs Continuous Service: If a Sub has (6) months of continuous service, he/she shall be eligible for health insurance benefits. For new hires, continuous service begins upon their hire date. Thereafter, and for existing employees, continuous service can be broken under the following circumstances: 1) the employees resigns; 2) the employee's employment is terminated; 3) the employee transfers to a different position (a non-Sub position); and/or 4) the employee is moved to the bottom of the Sub list, in accordance with Section 14.1.1 of this Agreement. If an employee's continuous service for health insurance benefits is broken, the employee's continuous service for health insurance shall recommence at the beginning of the following school year.

Section 19-4, Subs and Summer School: Subs will be given the opportunity to volunteer for summer school work, in accordance with the procedures set forth above. The scheduling and progressive discipline procedures set forth in this Section shall apply to employees working summer school.

Section 19-5, Sub Inactivity: All Subs who are inactive (i.e., they have declined assignments or not sought assignments) for a period of thirty (30) calendar days, shall be removed from the active roster of substitute school bus aides and substitute SECAs and shall not be assigned. Those removed may re-apply and be reactivated depending on the district's Substitute Bus Aide and Substitute SECA needs at the time of that application.

Section 19-6, Scheduling of Sub Bus Aides: Substitute School Bus Aides shall be scheduled in the following manner. Substitute School Bus Aides will be given the opportunity to choose the geographic area(s) where he/she wishes to work (North, Central and South). Based on the selection of a geographic area(s), Substitute School Bus Aides will be placed on a sub list in each geographic area in order of their hire date (most senior would be called first and so on). Substitute Bus Aides shall be permitted to work in more than one geographic area.

Section 19-7, Refusal of Assignment by Sub Bus Aide: Substitute School Bus Aides may not refuse more than one (1) assignment during any pay period. If a Substitute School Bus Aide
refuses two or more assignments during any pay period, the following progressive discipline shall apply: 1) cautionary notice; 2) moved to the bottom of the sub list; and 3) removed from the sub list (i.e. terminated). Discipline shall not be limited to a single pay period. (For example, if a Substitute School Bus Aide refused two assignments during a pay period, "he/she would receive a written warning. If the Substitute School Bus Aide refused two assignments during a later pay period, he/she would be moved to the bottom of the sub list.) The next step of progressive discipline shall only be applied to the second refusal of an assignment in any given pay period. The relevant time period for calculating absences and administering the progressive discipline procedure set forth above, shall be 12 months, commencing the first day of each school year. Employee absences shall not roll over from one 12-month period to the next 12-month period.

Section 19-8. Subs Unable to Report to Assignment: If a Substitute School Bus Aide is unable to report to work for legitimate reasons, he/she can make a request not to be called. Whether or not such a request will be granted shall be determined in accordance with applicable Board policies and practices.

Section 19-9. Sub Wage Rates: All Substitute School Bus Aides shall remain in line with the base wage of all staffed School Bus Aides. All Substitute SECAS shall remain in line with the base wage of all staffed SECASs.

Section 19-10. Attendance Incentives for Sub Bus Aides Only: If a Substitute School Bus Aide does not refuse more than one (1) assignment during the following 4-month periods, he/she is eligible for a $200 attendance incentive payment. For purposes of the attendance incentive, the eligibility time periods are: December 16 - April 15; April 16 - August 15; and August 16 - December 15. The attendance incentive will be paid to qualified Substitute School Bus Aides at the end of each eligibility time period (April 15, August 15 and December 15). Employees must be continuously employed as a Substitute School Bus Aide through the entire eligibility period to qualify for an attendance incentive payment. The attendance incentive shall apply, as set forth above, for all Substitute School Bus Aides who work summer school assignments.

Section 19-11. Scheduling of Sub SECAs: The parties agree that Substitute SECAs are scheduled in the following manner: Sub SECAs select their preferred assignment in AESOP.

Section 19-12. Sub Interviews: The Board will provide an interview to substitute bus aides and substitute SECAs who work on average three or more days per week in the previous 6 school months. Substitute bus aides and substitute SECAs must identify as part of the application process that they worked this time to receive an interview.

ARTICLE 20 - CONCLUSION

Section 20-1 Termination of This Agreement: This Agreement shall be in effect as of July 1, 2018 and shall remain in effect through June 30, 2023. Negotiations for a subsequent Agreement will commence no later than May 1, 2023, upon a written request of either party filed two (2) weeks before said date. The Union shall submit its proposals within thirty (30) days prior to the commencement of negotiations.

Section 20-2. Modify or Amend This Agreement: In the event either party wishes to modify or amend this Agreement, written notice thereof shall be given to the other party at least thirty (30) days prior to the consideration of said modification or amendment, the parties shall thereafter meet to discuss the proposed modification or amendment and, if said modification or amendment is thereafter agreed upon, in writing, this Agreement will be so amended.
Section 20-3. Negotiations for the Agreement: Neither the Board and its representatives nor the Union and the members of the bargaining unit shall take any action violative of or inconsistent with any provisions of this Agreement. The parties agree that each has exercised its right to bargain for any provision it wished to be included in this Agreement; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement and that this Agreement and any side letters constitute a complete Agreement as to all matters upon which the parties have or might have bargained. The Union and the Board agree that where, in the course of negotiating the Agreement, either the Union or the Board withdrew any of its proposals in the interest of reaching an agreement, neither the Union nor the Board will rely upon the Union or the Board's withdrawal of proposals as evidence of any Union or Board intent in any future arbitration or for any other purpose whatsoever.

The parties further understand that the procedures outlined here are not exclusive and do not preclude the use of other procedures or methods for obtaining and accepting written authorizations for purposes of Article 1 of the collective bargaining agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their Presidents and attested by their Secretaries this _ day of ____, 2020.

For the Board of Education

Attest:

Board Report No.: __________

By: ________________________ Date______

Estela Beltran
Board Secretary

Review and Approved:

Approved as Legal Form:

By: ________________________ Date______

Janice K. Jackson
Chief Executive Officer

By: ________________________ Date______

Joseph T. Moriarty
General Counsel

For SEIU, Local 73

By: ________________________ Date 11/20/2020

Dian Palmer
President

By: ________________________ Date 11-23-20

Science Meles
Executive Vice President

By: ________________________ Date 12/2/2020

Larry Aloff
SEIU Negotiator

49
SEIU Local 73 Bargaining Committee Members
Aaron Jemison
Aida Hernandez
Calvin Newman
Citlali Soto
Cynthia Cobbs
Darlene Winston
Jonathon Williams
Kim Akins
Melvin Leflore
Patrice Johnson
Ramona T Bonilla-Anael
Sable Russell
Shirley Towns-Shelton
Summer Alexander
Susana Ibanez
Tracy Brown
Veronica Heard
Yolanda McGrone
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* Step 4 Increase $991

* Step 4 Increase $1,513

APPENDIX A - WAGE CHART

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* Step 4 Increase $1,193

**Salary Plan (16A SALARY PLAN) AND (16F SALARY PLAN)***
| Salary Plan | Grade | SECA and Bilingual Grade | SECA Step | Year of Service | Effective July 1, 2016 | Effective July 1, 2016 (4%) | Effective July 1, 2016 (5%) | Salary Plan | Grade | SECA and Bilingual Grade | SECA Step | Year of Service | Effective July 1, 2016 | Effective July 1, 2016 (4%) | Effective July 1, 2016 (5%) | Salary Plan | Grade | SECA and Bilingual Grade | SECA Step | Year of Service | Effective July 1, 2016 | Effective July 1, 2016 (4%) | Effective July 1, 2016 (5%) | Salary Plan | Grade | SECA and Bilingual Grade | SECA Step | Year of Service | Effective July 1, 2016 | Effective July 1, 2016 (4%) | Effective July 1, 2016 (5%) |
|-------------|-------|--------------------------|-----------|-----------------|----------------------|-------------------------|-------------------------|-------------|-------|--------------------------|-----------|-----------------|----------------------|-------------------------|-------------------------|-------------|-------|--------------------------|-----------|-----------------|----------------------|-------------------------|-------------------------|-------------|-------|--------------------------|-----------|-----------------|----------------------|-------------------------|-------------------------|-------------|-------|--------------------------|-----------|-----------------|----------------------|-------------------------|-------------------------|
| 16U 004 1  | 1    | $1,720.00                | $2,063.25  | $20,871.00      | 16F 004 1 1 1st Year| $4,295.19               | $4,525.17               | $4,525.17               | 16F 004 1 1 1st Year| $4,295.19               | $4,525.17               | $4,525.17               | 16F 004 1 1 1st Year| $4,295.19               | $4,525.17               | $4,525.17               | 16F 004 1 1 1st Year| $4,295.19               | $4,525.17               | $4,525.17               | 16F 004 1 1 1st Year| $4,295.19               | $4,525.17               | $4,525.17               | 16F 004 1 1 1st Year| $4,295.19               | $4,525.17               |
| 16U 004 1  | 2    | $3,905.00                | $4,686.00  | $32,651.72      | 16F 004 1 2 1st Year| $9,443.78               | $9,970.90               | $9,970.90               | 16F 004 1 2 1st Year| $9,443.78               | $9,970.90               | $9,970.90               | 16F 004 1 2 1st Year| $9,443.78               | $9,970.90               | $9,970.90               | 16F 004 1 2 1st Year| $9,443.78               | $9,970.90               | $9,970.90               | 16F 004 1 2 1st Year| $9,443.78               | $9,970.90               |
| 16U 004 1  | 3    | $5,555.00                | $6,666.00  | $52,969.17      | 16F 004 1 3 1st Year| $12,373.60              | $13,748.80              | $13,748.80              | 16F 004 1 3 1st Year| $12,373.60              | $13,748.80              | $13,748.80              | 16F 004 1 3 1st Year| $12,373.60              | $13,748.80              | $13,748.80              | 16F 004 1 3 1st Year| $12,373.60              | $13,748.80              | $13,748.80              | 16F 004 1 3 1st Year| $12,373.60              | $13,748.80              |
| 16U 004 1  | 4    | $7,200.00                | $8,640.00  | $70,432.46      | 16F 004 1 4 1st Year| $17,040.00              | $19,648.00              | $19,648.00              | 16F 004 1 4 1st Year| $17,040.00              | $19,648.00              | $19,648.00              | 16F 004 1 4 1st Year| $17,040.00              | $19,648.00              | $19,648.00              | 16F 004 1 4 1st Year| $17,040.00              | $19,648.00              | $19,648.00              | 16F 004 1 4 1st Year| $17,040.00              | $19,648.00              |
| 16U 004 1  | 5    | $9,200.00                | $11,040.00 | $91,432.46      | 16F 004 1 5 1st Year| $23,440.00              | $27,648.00              | $27,648.00              | 16F 004 1 5 1st Year| $23,440.00              | $27,648.00              | $27,648.00              | 16F 004 1 5 1st Year| $23,440.00              | $27,648.00              | $27,648.00              | 16F 004 1 5 1st Year| $23,440.00              | $27,648.00              | $27,648.00              | 16F 004 1 5 1st Year| $23,440.00              | $27,648.00              |

**38 WEEK SALARY PLAN SCHEDULE AND 16A SALARY PLAN**
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<th>Effective July 1, 2018 Monthly</th>
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<th>Effective July 1, 2022 Monthly (3.5%)</th>
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*Step 4 Increase $1,187*
## Salary Plan Schedule (06D)

### 52 Week 35 Standard Hours Per Week

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*Step $1,276*
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<td>000</td>
<td>Q60</td>
<td>1 1st Year</td>
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*Step 4 $1.659
## SALARY PLAN SCHEDULE
### Custodial Workers
52 Weeks 40 Standard Hours Per Week

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<tr>
<th>Salary Plan</th>
<th>Grade</th>
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<th>Job Code</th>
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<th>Additional Factor Hours Per Day</th>
<th>Year of Service</th>
<th>Effective July 1, 2015 (3%)</th>
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<th>Effective July 1, 2020 (3%)</th>
<th>Effective July 1, 2021 (3.5%)</th>
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<td>Year 2</td>
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<td>Year 3</td>
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*Lead Custodians* 207-208 Step Increase $1.50
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</table>

*60A is 38.6 Week various standard hours per week Salary Schedule
*60D is 52 Week various standard hours per week Salary Schedule
APPENDIX B - Health Insurance

If, as a result of the collective bargaining agreement between the Chicago Teachers Union and the Board, there are modifications regarding health insurance in addition to or different from those agreed to with the Union, any such additions or modifications shall be applicable to the employees represented by the Union, as appropriate, excluding eligibility requirements and employee portion of the health insurance premiums. The parties agree to confer regarding the timing, amount and implementation of any additions or modifications under this paragraph prior to implementing any such additions or modifications.

Employee Health Care Contributions*

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<tr>
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<th>HMO</th>
<th>PPO</th>
<th>HSA</th>
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<tbody>
<tr>
<td>Single</td>
<td>2.1%</td>
<td>3.0%</td>
<td>0.00%</td>
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<tr>
<td>Employee +1</td>
<td>2.28%</td>
<td>3.25%</td>
<td>1.00%</td>
</tr>
<tr>
<td>Family</td>
<td>2.50%</td>
<td>3.5%</td>
<td>2.0%</td>
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</table>

Effective January 1, 2020

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<th>HMO</th>
<th>PPO</th>
<th>HSA</th>
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<tbody>
<tr>
<td>Single</td>
<td>2.1%</td>
<td>3.0%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Employee +1</td>
<td>2.28%</td>
<td>3.25%</td>
<td>1.00%</td>
</tr>
<tr>
<td>Family</td>
<td>2.50%</td>
<td>3.5%</td>
<td>2.0%</td>
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</table>

*All Percentages are percent of base salary

Change in Employee Health Contributions:

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<tr>
<td>Jan 1, 2021</td>
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<td>Jan 1, 2022</td>
<td>0.0%</td>
</tr>
<tr>
<td>Jan 1, 2023</td>
<td>0.25%</td>
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*The BOARD and the UNION agree that the following information is included in this Agreement as a placeholder until such time as it is replaced by modifications and updates, as required, as a result of a CTU Agreement.
APPENDIX C
MEDIATION PROCESS UNDER SECTION 4.5
OF THE ILLINOIS EDUCATIONAL LABOR RELATIONS ACT

The parties agree to the following framework for Section 4.5 dispute resolution:

Scope and Authorization.

The Mediation Process set forth below applies only to mediation over the "impact" of a subject of bargaining set forth in Section 4.5(a) of the Illinois Educational Labor Relations Act (hereinafter "4.5 topic(s).") The parties agree that the procedures set forth herein are in accordance with, and pursuant to, Section 12(b) of the Illinois Educational Labor Relations Act.

Initiation

Either party may initiate the Mediation Process by written notice to the other specifying the issue(s) that the party desires to mediate.

The Mediation Panel shall be composed of:

1. Two delegates appointed by the Coalition Unions;
2. Two delegates appointed by CPS;
3. One neutral appointed from the following list.

Each neutral on the panel to be trained by the parties on the amendment to Section 4.5 and associated agreements. Selection of the following neutrals shall be dependent upon an agreed-upon fee schedule. The agreed-upon panel of neutrals are:

   Edwin Benn
   Gerald Berndt
   Steven Briggs
   Robert McAllister
   Wesley Jennings
   Jeanne Vonhof
   Martin Malin

The panel shall be reviewed yearly on or about July 1 by the parties. At that time, either party may strike no more than one mediator by written notice to the other. Mediators may be added or deleted at any time by mutual agreement of the parties.

Scheduling

Regularly scheduled mediation sessions with a pre-determined agenda agreed upon by the parties shall be established.

Fact-Finding

If there is no Agreement/resolution as a result of the Mediation Process, either party may request the panel to render an advisory recommendation for the resolution of the dispute. Prior to rendering an advisory recommendation, the parties shall submit to the panel and the panel shall adopt the factors/standards to be considered in formulating its advisory recommendations. Any such advisory recommendations may be released publicly by either party. The parties will share the costs equally of this process.
APPENDIX D
MEMORANDUM OF AGREEMENT
CUSTODIAL STAFFING, TRAINING AND WAGE STRUCTURE

Hiring

- In order to successfully utilize and maintain a quality and viable custodial workforce, the parties agree that, upon the effective date of this Memorandum of Agreement, the Board will lift its June 30, 1992 moratorium on the hiring of Board custodial workers and begin the process of hiring Board custodial workers in order to have 825 full-time Board custodial workers within nine months of the effective date of this Memorandum.
- A minimum of 775 custodians must be scheduled for 52 weeks per year and 40 hours per week. As part of the 825 full-time custodians, the Board may employ up to 50 ten-month custodians who work 39.6 weeks (203 days), 40 hours per week during the academic year. The Board will not displace current full-time 52-week custodians to replace them with the 10-month custodians; provided, however, current 52-week custodians may be replaced by 10-month custodians through attrition or may be converted to 10-month custodians on a voluntary basis up to a maximum of fifty (50).
- The Board agrees to maintain this level of Board -employed custodial workers during the term of the 2015-2018 Collective Bargaining Agreement.
- The Board will post the vacant custodial positions on the Board web site and other locations where job vacancies are customarily posted. If an individual who is on an active Local 73 layoff list and is otherwise qualified for a custodial position submits an application, the individual shall be considered for employment.
- Custodial workers hired under this Program shall serve a probationary period of one (1) year pursuant to the Rules of the Board and personnel policy. Upon successful completion of the probationary period, a custodial worker hired under this Program shall become eligible for medical insurance coverage in accordance with Article 11 of the 2015-2018 Collective Bargaining Agreement. During his/her probationary period; a custodial worker shall be entitled to the same benefits as other probationary employees covered by the 2015-2018 Collective Bargaining Agreement, except for the following exceptions:

Ten-month custodians: will be eligible for medical coverage and paid holidays. The Board shall grant 10-month custodians seven (7) paid days off for illness or personal business. Those employees shall not otherwise accrue or have other paid time off (including sick, personal and vacation benefits).

Part-time Custodians: The Board may employ up to 100 part-time custodians. Those employees shall be hired from applicants who are students in credit recovery programs or former students who have dropped out of school. Art. 1-1.3 notwithstanding, those employees will not be eligible for employment benefits except as required by law/ordinance and except that the Board shall grant those employees seven (7) paid days off for vacation, illness or personal business, which shall not accumulate for year-to-year. Those employees shall not otherwise accrue or have other paid time off (including sick, personal and vacation benefits). Part-time custodians will serve a two-year probationary period. Part-time custodians’ eligibility for participation in pension benefits shall be determined by the Municipal Employees Annuity and Benefit Fund, in accordance with its rules.
**Summer Seasonal Employees:** The Board may employ CPS students or recent CPS graduates in Summer Seasonal positions that may include custodial work and/or other work during CPS summer intercessions as part of summer job experience programs. Summer Seasonal Custodians are excluded from the bargaining unit. The Union will partner with the Board and other stakeholders to provide relevant work experiences to students employed in Summer Seasonal positions. The Board and the Union will partner to find outside funding and resources to support the Summer Seasonal Employment Program.

**Staffing Shifts**
- Shifts will be determined by the Board.

**Guidelines**
- The Board shall provide quarterly reports to the Union on the allocation of substitutes among schools.

**Guidelines**
- In assigning Board custodians to staff CPS facilities, the Board will consider the following criteria as guidelines: one custodian per 150,000 square feet during daytime hours, one custodian per 30,000 square feet during the evening hours, the age of the CPS facility, the student enrollment and demographics of the facility, if applicable, the types of cleaning materials required, the type and characteristics of the facility, the exterior grounds, and any other factor deemed relevant by the Director of Asset Management. The Board shall provide quarterly reports to the Union on the allocation of substitutes among schools.

"Unmixing"

**Training**
The Board shall establish a comprehensive and meaningful skills training professional 90 development program in a career-enhancing environment that will achieve a successful custodian workforce that will enhance student achievement. Qualified individuals of the Board and high achieving custodial workers shall conduct training. The Board agrees to consult with the Union on the development of a training program. The training program shall consist of general cleaning techniques, cleaning standards, daily, weekly, summer, and maintenance functions, grounds keeping and other subjects as determined by the Board. The Board and Union agree to meet periodically to discuss the effectiveness of the training program.

**Duration**
The parties agree that this Memorandum will become effective on the dates indicated below and will run continuous with the 2015-2018 Collective Bargaining Agreement.
APPENDIX E
JOB DESCRIPTIONS

CLIMATE TEAM OFFICERS

Reports to: Climate Team Lead

Purpose of the Position: Climate Team Officers are responsible for the overall safety and security of the school. The Climate team plays a critical role in the school’s culture and climate. A calm, structured, and positive learning environment is top priority for CPS. The Climate team is actively involved in the progressive discipline system and supplements the on-site security team as the first line of defense to defuse and de-escalate student misconduct and/or serious Incidents. Climate team personnel actively engage in teaching students the social skills necessary to be successful in the classroom and school community. The Climate is by design a highly mobile supplemental security team designed to move rapidly between multiple work locations all over the city of Chicago.

Principal Accountabilities & General Responsibilities:

- Supplement the existing security team when detailed by leadership to various locations,
- Support the school's efforts to create a restorative culture among the student body that shifts the focus away from punishment and instead puts the focus on repairing harm
- Actively respond to fights or other issues in the school that threaten the safety of students, staff, and/or guests
- Fulfill duties associated with the post assigned as part of the school's comprehensive security plan; maintain an orderly post and remain at the post at all times unless otherwise directed by a supervisor
- Fulfill duties assigned related to Hail Sweeps
- Report unusual activity or suspicions of safety issues to the Security Supervisor or administration in a timely fashion.
- Assist with the organization and distribution of student lockers and locker searches
- Monitor school grounds and school entrances to ensure only authorized personnel and authorized visitors access the school; if assigned to the main entrance, ensure all guests follow visitor protocol and triage visitor requests
- Actively participate in professional development training to ensure ongoing growth and to advance skills
- As assigned, monitor the student entry and dismissal process to ensure safety
- Build positive and professional relationships with students and leverage those relationships to establish and maintain productive and safe learning environments and common areas of the building
- Exercise dignity and respect when interacting with students at all times
- Lead efforts to de-escalate inappropriate student behaviors and assist students with maximizing their time on task in classrooms
- Restore order and discipline wherever deployed.

Key Performance Indicators:
• Identify gang factions and leaders active in the school
• Identify indications of gang intimidation in the school
• Provide assistance to CPS and CPD personnel as needed
• Monitor atmosphere of student body for indicators of impending violence and communicate such indications without delay
• Mitigation of the threat or conflict requiring Climate Team presence,
• Meet school's expectation for reduction in serious misconducts
• Stakeholder perception of warm and safe school climate and culture
• Adherence to CPS Office of Safety and Security Accountability Standards

Qualifications/Skills:

• High school diploma or GED required
• A minimum of 2-3 years of highly successful related experience
• Knowledge of basic methods of providing site security and safety
• Experience with CPS technology systems utilized for school business processes (i.e. verify Door Swipe Module)
• Ability to work with adolescents in maintaining a positive and safe school culture
• Ability to follow written and oral instructions
• Proficient with teamwork and collaborating with colleagues and administration
• Exhibit passion and the ability to thrive amidst change and challenging conditions while maintaining a positive outlook and forward-looking perspective
• Possess an attuned appreciation for cultural awareness and competency and a staunch commitment to continuously develop insight and proficiencies related to such matters
• Takes personal responsibility for mistakes and learns from them, while consistently following up with analysis and corrective action
• Demonstrated ability to keep up with fast paced environments and to multi-task
• Sound Judgment and ethical practice
• Commitment to social justice and restorative justice practices
• Strong oral communication skills, human relations and interpersonal skills
• Impeccable attendance and punctuality
• Flexibility in hours and work location is required
• Successful completion of CPS Security Training and a Passing Score on the CPS Security Skills Assessment is required.
SENIOR CLIMATE TEAM

Reports to: Climate Team Lead

Purpose of the Position: Climate Team Officers are responsible for the overall safety and security of the school. The Climate team plays a critical role in the school's culture and climate. A calm, structured, and positive learning environment is top priority for CPS. The Climate team is actively involved in the progressive discipline system and supplements the on-site security team as the first line of defense to defuse and de-escalate student misconduct and/or serious incidents. Climate team personnel actively engage in teaching students the social skills necessary to be successful in the classroom and school community. The Climate is by design a highly mobile supplemental security team designed to move rapidly between multiple work locations all over the city of Chicago.

Principal Accountabilities & General Responsibilities:

- Supplement the existing security team when detailed by leadership to various locations.
- Support the school's efforts to create a restorative culture among the student body that shifts the focus away from punishment and instead puts the focus on repairing harm.
- Actively respond to fights or other issues in the school that threaten the safety of students, staff, and/or guests.
- Fulfill duties associated with the post assigned as part of the school's comprehensive security.
- Plan; maintain an orderly post and remain at the post at all times unless otherwise directed by a supervisor.
- Fulfill duties assigned related to Hall Sweeps.
- Report unusual activity or suspicious of safety issues to the Security Supervisor or administration in a timely fashion.
- Assist with the organization and distribution of student lockers and locker searches.
- Monitor school grounds and school entrances to ensure only authorized personnel and authorized visitors access the school; if assigned to the main entrance, ensure all guests follow visitor protocol and triage visitor requests.
- Actively participate in professional development training to ensure ongoing growth and to advance skills.
- As assigned, monitor the student entry and dismissal process to ensure safety.
- Build positive and professional relationships with students and leverage those relationships to establish and maintain productive and safe learning environments and common areas of the building.
- Exercise dignity and respect when interacting with students at all times.
- Lead efforts to de-escalate inappropriate student behaviors and assist students with maximizing their time on task in classrooms.
- Restore order and discipline wherever deployed.

Key Performance Indicators:

- Identify gang factions and leaders active in the school.
• Identify indications of gang intimidation in the school
• Provide assistance to CPS and CPD personnel as needed
• Monitor atmosphere of student body for indicators of impending violence and communicate such indications without delay
• Mitigation of the threat or conflict requiring Climate Team presence.
• Meet school's expectation for reduction in serious misconducts
• Stakeholder perception of warm and safe school climate and culture
• Adherence to CPS Office of Safety and Security Accountability Standards

Qualifications/Skills:
• High school diploma or GED required
• A minimum of 2-3 years of highly successful related experience
• Knowledge of basic methods of providing site security and safety
• Experience with CPS technology systems utilized for school business processes (i.e. Verify Door Swipe Module)
• Ability to work with adolescents in maintaining a positive and safe school culture
• Ability to follow written and oral instructions
• Proficient with teamwork and collaborating with colleagues and administration
• Exhibit passion and the ability to thrive amidst change and challenging conditions while maintaining a positive outlook and forward looking perspective
• Possess an attuned appreciation for cultural awareness and competency and a staunch commitment to continuously develop insight and proficiencies related to such matters
• Takes personal responsibility for mistakes and learns from them, while consistently following up with analysis and corrective action
• Demonstrated ability to keep up with fast paced environments and to multi-task
• Sound judgment and ethical practice
• Commitment to social justice and restorative justice practices
• Strong oral communication skills, human relations and interpersonal skills
• Impeccable attendance and punctuality
• Flexibility in hours and work location is required
• Successful completion of CPS Security Training and a Passing Score on the CPS Security Skills Assessment is required
• One year as a Climate Team Officer or Security Officer is required
SCHOOL SECURITY OFFICER

Reports to: Security Supervisor/Principal

Purpose of the Position: Security Officers are responsible for the overall safety and security of the school, the security team plays a critical role in the school's culture and climate. A calm, structured, and positive learning environment is top priority for the Security Supervisor and the security team. The security team is actively involved in the progressive discipline system and provides the first line of defense to defuse and de-escalate student misconduct and/or serious incidents. Security personnel actively engage in teaching students the social skills necessary to be successful in the classroom and school community.

Principal Accountabilities & General Responsibilities:

- Fulfill duties associated with the post assigned as part of the school's comprehensive security plan; maintain an orderly post and remain at the post at all times unless otherwise directed by a supervisor
- Actively respond to incidents, fights or other issues in the school that threaten the safety of students, staff, and/or guests
- Fulfill duties assigned related to Hail Sweeps
- Report unusual activity or suspicions of safety issues to the Security Supervisor or administration in a timely fashion,
- Complete proper documentation related to incident reports and misconduct reports
- Produce and deliver reports to show progress against key metrics
- Assist with the organization and distribution of student lockers and locker searches
- Monitor school grounds and school entrances to ensure only authorized personnel and authorized visitors access the school; If assigned to the main entrance, ensure all guests follow visitor protocol and triage visitor requests
- Actively participate in professional development training to ensure ongoing growth and to advance skills
- As assigned, monitor the student entry and dismissal process to ensure safety
- Build positive and professional relationships with students and leverage those relationships to establish and maintain productive and safe teaming environments and common areas of the building
- Exercise dignity and respect when interacting with students at all times
- Lead efforts to de-escalate inappropriate student behaviors and assist students with maximizing their time on task in classrooms

Key Performance Indicators:

- Meeting school's expectation for school-wide average attendance
- Meeting school's expectation for reduction in serious misconducts
- Stakeholder perception of warm and safe school climate and culture
- Adherence to CPS Office of Safety and Security Accountability Standards

Qualifications/Skills:

- High school diploma or GED required
• A minimum of 2-3 years of highly successful related experience
• Knowledge of the CPS Student Code of Conduct
• Knowledge of basic methods of providing site security and safety
• Experience with CPS technology systems utilized for school business processes (i.e. verify Door Swipe Module)
• Ability to work with adolescents in maintaining a positive and safe school culture
• Ability to follow written and oral instructions
• Proficient with teamwork and collaborating with colleagues and administration
• Exhibit passion and the ability to thrive amidst change and challenging conditions while maintaining a positive outlook and forward-looking perspective
• Possess an attuned appreciation for cultural awareness and competency and a staunch commitment to continuously develop Insight and proficiencies related to such matters
• Takes personal responsibility for mistakes and learns from them, while consistently following up with analysis and corrective action
• Demonstrated ability to keep up with fast paced environments and to multi-task
• Sound judgment and ethical practice
• Commitment to social justice and restorative justice practices
• Strong communication skills human relations and Interpersonal skills
• Impeccable attendance and punctuality
• Successful completion of CPS Security Training and a Passing Score on the CPS Security skills Assessment is required
SENIOR (Sr.) SECURITY OFFICER

Reports to: Security Supervisor/Principal

Purpose of the Position: The Sr Security Officer is responsible for the overall safety and security of the school, the safety of our students is the top priority for the security team, the security team serves as the first line of defense to defuse and de-escalate student misconduct and/or serious incidents. Security personnel actively seek to build positive relationships with students and as appropriate, participate in teaching students the social skills necessary to be successful in the school community. This position supports the school's efforts to create a more restorative culture that shifts the focus away from a culture that is strictly focused on punishment. The SR Security Officer supports the Principal and Security Supervisor (if applicable) in the leadership of the department and acts as the team lead in the absence of the Security Supervisor.

Principal Accountabilities & General Responsibilities:

- Supports the efforts of the safety and security team by monitoring and supervising the work of Security Officers
- Assist with the design and implementation of a comprehensive security plan by assigning posts and duties to all security team members
- Assist with the creation of a work schedule for the entire security team that ensures proper security coverage in the building the entire time the school is open for programming, including athletic events and extra-curricular activities; assist with monitoring the schedule
- Provide leadership and supervision to ensure a calm, structured, and safe student entry and dismissal process and also during student lunch periods
- Build positive and professional relationships with students and leverage those relationships to establish and maintain productive and safe learning environments
- Exercise dignity and respect when interacting with students and the general public at all times
- Lead efforts to de-escalate inappropriate student behaviors
- Monitor school grounds and school entrances (via cameras if available) to ensure only authorized personnel and authorized visitors access the school
- Collaborate with designated administrators and deans to implement the school's Hail Sweep program; ensure team members execute their duties accordingly
- Assist with maintaining all security equipment, supplies, and inventory. Reports Issues immediately to principal and/or Office of Safety and Security
- Monitor the school's camera security system to predictively identify and mitigate incidents before they happen. Use the system to investigate Incidents, as necessary; escalate technical issues with the system to school leadership and district officials
- Complete proper documentation related to incident reports and misconduct reports
- Produce and deliver reports to show progress against key metrics
- Serve on the schools Crisis Response Team
- Bottom Line Metrics Used to Measure Performance of Position at Year's End
- Meeting school's expectation for school-wide average attendance
- Meeting school's expectation for reduction in serious misconducts
- Stakeholder perception of warm and safe school climate and culture
• Adherence to CPS Office of Safety and Security Accountability Standards

Qualification/Skills:

• High school diploma or GED required; Bachelor's degree or some college experience is desired
• A minimum of 4-6 years of highly successful related experience
• Strong working knowledge of CPS Policies & Procedures and the Student Code of Conduct
• Demonstrated ability to lead the work of others to produce successful and effective outcomes; proven experience with mobilizing and developing adults charged with implementing culture & climate practices towards common goals
• Proficient with teamwork and collaborating with colleagues and administration
• Exhibit passion and the ability to thrive amidst change and challenging conditions while maintaining a positive outlook and forward-looking perspective
• Attention to detail, highly organized
• Keen Investigative skills
• Possess an attuned appreciation for cultural awareness and competency and a staunch commitment to continuously develop insight and proficiencies related to such matters
• Takes personal responsibility for mistakes and learns from them, while consistently following up with analysis and corrective action
• Demonstrated ability to keep up with fast paced environments and to multi-task
• Sound judgment and ethical practice
• Commitment to getting the job done and understands that extra work hours may be required to ensure effective operations of the department
• Effective oral and written communication skills
• Impeccable attendance and punctuality
• Technical skills: Microsoft Office, Verify, Rapid Eye {or equivalent}
• Successful completion of CPS Security Training and a Passing Score on the CPS Security Skills Assessment is required
PART TIME SECURITY OFFICER

Reports to: Security Supervisor/Principal

Purpose of the Position: Part Time Security Officers are responsible for the overall safety and security of the school and serve as a key member of the security team. The security team plays a critical role in the school’s culture and climate. A calm, structured, and positive learning environment is top priority for the security team. The security team is actively involved in supporting the school in maintaining a safe school environment and provides the first line of defense to defuse and de-escalate student misconduct and/or serious incidents. Security personnel actively engage in supporting students in order for them to be successful in the classroom and school community.

Principal Accountabilities & General Responsibilities:

- Fulfill duties associated with the post assigned as part of the school’s comprehensive security plan; maintain an orderly post and remain at the post at all times unless otherwise directed by a supervisor
- Actively respond to incidents, fights or other issues in the school that threaten the safety of students, staff, and/or guests utilizing Safety Care skills up to and including momentary physical intervention if warranted by the safety risk
- Fulfill duties assigned related to Hall Sweeps
- Patrol (foot or mobile) and monitor school property for unauthorized persons. If needed, redirect or escort from property
- Report unusual activity or suspicions of safety issues to the Security Supervisor or administration in a timely fashion
- Complete proper documentation related to incident reports and misconduct reports
- Produce and deliver reports to show progress against key metrics
- Assist with the organization and distribution of student lockers and locker searches
- Monitor school grounds and school entrances to ensure only authorized personnel and authorized visitors access the school; if assigned to the main entrance, ensure all guests follow visitor protocol and triage visitor requests
- Actively participate in professional development training to ensure ongoing growth and to advance skills
- As assigned, monitor the student entry and dismissal process to ensure safety
- Build positive and professional relationships with students and leverage those relationships to establish and maintain productive and safe learning environments and common areas of the building
- Exercise dignity and respect when interacting with students at all times
- Lead efforts to de-escalate inappropriate student behaviors and assist students with maximizing their time on task in classrooms
- Serve as a primary participant in emergency response during crisis situations including but not limited to fire, tornado and active shooter incidents

Key Performance Indicators:

- Meeting school’s expectation for school-wide average attendance
• Meeting school’s expectation for reduction in serious misconducts Stakeholder perception of a safe school climate and culture
• Adherence to CPS Office of Safety and Security Accountability Standards

Qualifications/Skills:

• High school diploma or GED required
• A minimum of 2-3 years of highly successful related experience
• Must be an active, sworn Chicago Police Officer with a minimum of 2-3 years’ experience with CPD
• Must be able to stand for long periods of time (up to 8 hours) and quickly ascend/descend stairs.
• Knowledge of the CPS Student Code of Conduct
• Knowledge of basic methods of providing site security and safety
• Solid attendance and punctuality
• Experience with CPS technology systems utilized for school safety processes (i.e. camera systems or entry screening systems)
• Ability to work with adolescents in maintaining a positive and safe school culture
• Ability to read and adhere to written and oral instructions
• Proficient with teamwork and collaborating with colleagues and administration
• Exhibit passion and the ability to thrive amidst change and challenging conditions while maintaining a positive outlook and forward-looking perspective
• Possess an attuned appreciation for cultural awareness and competency and a staunch commitment to continuously develop insight and proficiencies related to such matters
• Takes personal responsibility for mistakes and learns from them, while consistently following up with analysis and corrective action
• Demonstrated ability to keep up with fast paced environments and to multi-task
• Sound judgment and ethical practice
• Commitment to social justice and restorative justice practices
• Strong oral communication skills, human relations and interpersonal skills
• Ability to write incident reports
• Impeccable attendance and punctuality
• Successful completion of CPS Security Training curriculum with associated certifications
• Successful completion of CPS physical fitness skills assessment
PARENT WORKER - SCHOOL SECURITY OFFICER

CLASS TITLE: Parent Worker - School Security Officer  

CHARACTERISTICS OF THE CLASS: Under the immediate supervision of the school principal or the principal’s designee, performs routine and repetitive security tasks in and around the school building, and performs related tasks as required.

EXAMPLES OF DUTIES:

- Escorts students to and from school busses
- Guides students to and from school entrances, classrooms, lunchrooms, restrooms, laboratories, auditoriums, gymnasiums, natatoriums, and other school facilities
- Monitors school entrances, hallways, stairways, playgrounds, athletic fields, and other school areas to ensure that students comply with safety and security procedures
- Reports incidents of misbehaved students, vandalism, or any inappropriate behavior or incidents to the school principal or other appropriate school personnel
- Attends workshops and in-services to update job related knowledge and skills
- Performs other related duties as directed by the school principal or the principal’s designee.

DESERABLE MINIMUM QUALIFICATIONS:

Training and Experience. Graduation from high school, or GED equivalent, and a willingness and ability to perform the functions of the position.

Knowledge, Abilities, and Skill. Knowledge of basic safety and security functions. Ability to understand written and verbal instructions. Basic oral and written communication skills.

Physical Requirements. Light Work: Exerting up to twenty (20) pounds of force occasionally, or up to ten (10) pounds of force frequently, or a negligible amount of force frequently to move objects. Even though weight of force moved may be only a negligible amount, a position should be rated as Light Work (1) when it requires walking or standing to a significant degree; or (2) when it requires sitting most of the time but entails pushing or pulling of arm controls.
PARENT WORKER- BUS MONITOR

CHARACTERISTICS OF THE CLASS: Under the immediate supervision of Student Transportation Services assists students being transported on the school bus to/from a designated school and performs related duties as required.

ESSENTIAL FUNCTIONS:

- Maintains an orderly environment for students being transported to / from a designated location.
- Reports any operational issues to Student Transportation.
- Performs random audits on buses/ drivers as requested by Student Transportation.
- Communicates with drivers each day to monitor the behavior of students on each bus and reports any behavioral problems to their field supervisor.
- Maintains and follows Student Transportation rules and regulations on professionalism to keep a positive reflection of our department and Chicago Public Schools.
- Performs other duties as directed by Student Transportation.

Physical Requirements:

- Ability to stand and walk for long periods of time,
- Ability to bend, stoop and reach with arms and hands.
- Ability to lift or exert force for up to twenty (20) pounds occasionally,
- Ability to walk up and down stairs multiple times during a day.

Knowledge, Abilities, and Skills:

- General knowledge of the behavior patterns of school aged children.
- Knowledge of Chicago Public School rules and regulations.
- Knowledge of basic mathematics, reading and grammar.
- Ability to provide instructions to school aged children
- Ability to maintain an orderly environment and ability to maintain positive relations with parents and principals
- Ability to understand written and verbal instructions
- Basic oral and written communication skills.
PARENT WORKER - SPECIAL EDUCATION CLASSROOM ASSISTANT

CLASS TITLE: Parent Worker - Special Education Classroom Assistant 00009906

CHARACTERISTICS OF THE CLASS: Under the general direction of the school principal and under the immediate supervision of a Special Education teacher holding a valid teaching certificate directly engaged in teaching subject matter or conducting activities, assists in the instruction of disabled students; and performs related duties as required.

EXAMPLES OF DUTIES: Assists Special Education teachers in elementary and high schools in reinforcing efforts with children with various disabilities, including physical disabilities, visual and, hearing impairments, learning disabilities, behavior disorders, emotional impairments, and mental impairments in accordance with each students' individual Education Program (IEP). Lifts and positions non-ambulatory students during the school day as instructed by the teacher and in adherence to written instruction from students personal physicians; provides one-on-one tutoring services for students to present or reinforce learning concepts; provides one-on-one personal hygiene services for students with severe disabilities, including toileting, changing soiled diapers, and cleaning soiled children regardless of age; assists students with orthopedic impairments by arranging and adjusting tools. Work aids, and equipment used by students in classrooms, including but not limited to specially equipped worktables, positioning equipment, wheelchairs, tape recorders, computers, communication devices, and mechanized page turners; assists teacher in instructing students in daily living skills required for independent maintenance and economic self-sufficiency. Accompanies students to swimming pools and medical clinics to assist in removing clothing and performing other personal services which students are unable to perform themselves. Assists in feeding students unable to do so themselves; takes notes in classrooms for students unable to do so themselves; corrects homework assignments and examination materials; assists teachers in maintaining written records of students' behavior; accompanies students and teachers on class field trips; attends and participates in workshops and in service training to update job related skills.

MARGINAL FUNCTIONS: May utilize aggressive management techniques to physically restrain violent students, may administer Cardiopulmonary Resuscitation (CPR) as directed by the teacher may operate audio-visual equipment, may operate photocopying equipment.

DESIRABLE MINIMUM QUALIFICATIONS:

Training and Experience. Completion of an Associate's degree from a college or university accredited by the North Central Association or another regional accrediting body, or the successful completion of at least sixty (60) semester hours of college credit at a college or university accredited by the North Central Association or another regional accrediting body, including at least one course in the characteristics of mental retardation and severe/profound disabilities, or the successful completion of a state approved paraprofessional assessment,
supplemented by at least one year of work experience involving the care and supervision of children with disabilities.

**Knowledge, Abilities and Skill.** Good knowledge of the characteristics of students with various disabilities, good knowledge of English grammar and spelling, good knowledge of basic mathematics. Ability to work with and for students with various disabilities, ages birth to twenty-one (21) years of age; ability to follow written and oral instructions and direction; ability to complete and maintain basic written reports. (Ability to perform cardiopulmonary resuscitation (CPR) is highly desirable. Individuals who do not provide evidence of the completion of training in CPR at the time of initial employment in this class title will complete CPR training as a condition of employment.)

Good oral and written communication skills, skill in the operation of photocopying and audio-visual equipment is highly desirable.

**Physical Requirements.** Medium Work: Exerting up to fifty (50) pounds of force occasionally. And/or up to twenty (20) pounds of force frequently, and/or to 10 (10) pounds of force constantly to move objects. Physical demands include the ability to reach, handle, and finger objects; talk and hear; occasional use of near visual acuity and frequent use of far visual acuity.
PART-TIME AIDE

CHARACTERISTICS OF THE CLASS: Under general supervision of the principal/ assists with supervision of students and performs related duties as required for not more than 3.75 hours per day.

EXAMPLES OF DUTIES: Assists with supervision of children during lunch and/or recess periods, assists with monitoring halls, assists with monitoring in-school suspensions, assists with general supervision of students in and around the school building, or as required by the principal.

DESIRABLE MINIMUM QUALIFICATIONS:

Training and Experience: Graduation from High School, or GED equivalent, supplemented by at least one year of general semi-skilled labor work, or an equivalent combination of training and experience.

Knowledge, Abilities and Skill:

- Working knowledge of general and routine playground games.
- Ability to work with and for schoolchildren, and
- Ability to follow written and oral Instructions.
- Ability to create and maintain activity logs.
SCHOOL BUS AIDE

CHARACTERISTICS OF THE CLASS: Under immediate supervision, assists students riding on school buses in route to and from school; and performs related duties as required.

ESSENTIAL FUNCTIONS: Assists students entering and exiting school buses, lifts physically disabled students onto and off school buses, fastens various types of seat belts around students as a precautionary measure, maintains order and discipline on school buses. Refers misbehaved students to school principal for disciplinary action, completes routing lists and related transportation forms for the purpose of communicating sequence of bus stops.

MINIMUM QUALIFICATIONS:

Training and Experience.

- High school diploma or GED equivalent.
- Willingness and ability to perform, the essential functions of the job.
- Previous experience in student transportation is desirable.

Knowledge, Abilities, and Skills:

- General knowledge of the behavior patterns of school aged children,
- Ability to lift children on and off buses;
- Ability to maintain an orderly environment on buses.
- Skill in communicating with school aged children,

Physical Requirements: Medium Work: Exerting twenty (20) to fifty (50) pounds of force occasionally, or ten (10) to fifteen (15) pounds of force frequently, or greater than negligible up to ten (10) pounds of force constantly to move objects, Physical demands are in excess of those for Light Work,
DAY-TO-DAY (SUB) BUS AIDE

CHARACTERISTICS: Under immediate supervision, assists students riding on the school bus to and from school and performs related duties as required.

EXAMPLES OF DUTIES: Rides school bus with students. Communicates with students’ parents and school personnel. Assists children in boarding and leaving the school bus; lifts non-ambulatory children onto and off of school buses; safely secures all children on the bus in seat belts, restraints, or car seats; maintains order and discipline on school buses, refers misbehaving students to the school principal for disciplinary action; remains alert and aware of the condition of all children at all times during transportation on the school bus; adjusts and/or takes on/off children’s special appliances, including but not limited to crutches, braces, wheelchairs, and prone standers. Works collaboratively with school bus drivers and other school personnel to ensure student safety while on the school bus.

DESIRABLE MINIMUM QUALIFICATIONS

- High school diploma (or G.E.D. equivalent) supplemented by one year of experience involving the care and supervision of children, or an equivalent combination of training and experience.
- Working knowledge of physical limitations of disabled students; working knowledge of the methods and techniques of transporting and handling students; knowledge of CPS rules and regulations concerning the transportation and handling of students.
- Ability to work with/for disabled students; ability to maintain routing records and make reports;
- Ability to appreciate the physiotherapy needs of the disabled.
- Good oral communication skills; skill in the application of modern principles and practices utilized in the transportation and carrying of physically disabled students as well as in the care and use of applicable equipment and facilities.

PHYSICAL REQUIREMENTS Medium Work: Exerting 20 to 50 pounds of force occasionally, or 10 to 15 pounds of force frequently, or greater than negligible up to 10 pounds of force constantly to move objects. Physical demand requirements are in excess of those for LIGHT WORK.

Note: Substitute bus aide assignments are subject to availability and no one is guaranteed an assignment, even after the application process is complete.
SPECIAL EDUCATION CLASSROOM ASSISTANT (SECA)

CHARACTERISTICS OF THE CLASS: Under the general direction of the school principal and under the immediate supervision of a Special Education teacher holding a valid teaching certificate directly engaged in teaching subject matter or conducting activities, assists in the instruction of disabled students; and performs related duties as required.

ESSENTIAL FUNCTIONS: Assists Special Education teachers in elementary and high schools in reinforcing efforts with children with various disabilities, including physical disabilities, visual and hearing impairments, learning disabilities, behavior disorders, emotional impairments, and mental impairments in accordance with each students Individual Education Program (IEP); lifts and positions non-ambulatory students during the school day as instructed by the teacher and in adherence to written instruction from student\'s personal physicians; provides one-on-one tutoring services for students to present or reinforce learning concepts; provides one-on-one personal hygiene services for students with severe disabilities, including toileting, changing soiled diapers, and cleaning soiled children regardless of age; assists students with orthopedic impairments by arranging and adjusting tools, work aids, and equipment used by students in classrooms, Including but not limited to specially equipped worktables, positioning equipment, wheelchairs, tape recorders, computers, communication devices, and mechanized page turners; assists teacher in instructing students in daily living skills required for independent maintenance and economic self-sufficiency; accompanies students to swimming pools and medical clinics to assist in removing clothing and performing other personal services which students may unable to perform themselves; assists in feeding students unable to do so themselves; takes notes in classrooms for students unable to do so themselves; corrects homework assignments and examination materials; assists teachers in maintaining written records of students’ behavior; accompanies students and teachers on class field trips; attends and participates in workshops and in service teaming to update job related skills.

MARGINAL FUNCTIONS: May utilize aggressive management techniques to physically restrain violent students, may administer Cardiopulmonary Resuscitation (CPR) as directed by the teacher, may operate audio-visual equipment, may operate photocopying equipment

MINIMUM QUALIFICATIONS:

Training and Experience: Completion of an Associate’s degree from a college or university accredited by the North Central Association or another regional accrediting body, or the successful completion of at least sixty (60) semester hours of college credit at a college or university accredited by the North Central Association or another regional, accrediting body, including at least one (1) course in the characteristics of mental retardation and severe/profound disabilities, or the successful completion of a state approved paraprofessional assessment, supplemented by at least one (1) year of work experience involving the care and supervision of children with disabilities.

Knowledge, Abilities, and Skill: Good knowledge of the characteristics of students with various disabilities, good knowledge of English grammar and spelling, good knowledge of basic mathematics.

Ability to work with and for students with various disabilities, ages birth to twenty-one (21) years of age; ability to follow written and oral instructions and direction; ability to complete and
maintain basic written reports. (Ability to perform cardiopulmonary resuscitation (CPR) is highly desirable; individuals who do not provide evidence of the completion of training in CPR at the time of initial employment in this class title will complete CPR training as a condition of employment.)

Good oral and written communication skills, skill in the operation of photocopying and audio-visual equipment is highly desirable.

**Physical Requirements:** Medium Work: Exerting up to fifty (50) pounds of force occasionally, and/or up to twenty (20) pounds of force frequently, and/or to ten (10) pounds of force constantly to move objects. Physical demands include the ability to reach, handle, and finger objects; talk and hear; occasional use of near visual acuity and frequent use of far visual acuity.
SPECIAL EDUCATION CLASSROOM ASSISTANT II

CLASS TITLE: Special Education Classroom Assistant II

CHARACTERISTICS OF THE CLASS: Under the general direction of the school principal, and under the immediate supervision of a Special Education teacher holding a valid teaching certificate directly engaged in teaching subject matter or conducting activities, assists in the instruction of disabled students and performs related duties as required.

ESSENTIAL FUNCTIONS: Assists Special Education teachers in elementary and high schools in reinforcing efforts with children with various disabilities, including physical disabilities, visual and hearing impairments, learning disabilities, behavior disorders, emotional impairments, and mental impairments in accordance with each students’ Individual Education Program (IEP); lifts and positions non-ambulatory students during the school day as instructed by the teacher and in adherence to written instruction from students’ personal physicians; provides one-on-one tutoring services for students to present or reinforce learning concepts; provides one-on-one personal hygiene services for students with severe disabilities, including toileting, changing soiled diapers, and cleaning soiled children regardless of age; assists students with orthopedic impairments by arranging and adjusting tools, work aids, and equipment used by students in classrooms, including but not limited to specially equipped worktables, positioning equipment, wheelchairs, tape recorders, computers, communication devices, and mechanized page turners; assists teacher in instructing students in daily living skills required for independent maintenance and economic self-sufficiency; accompanies students to swimming pools and medical clinics to assist in removing clothing and performing other personal services that students are unable to perform themselves; assists in feeding students unable to do so themselves; takes notes in classrooms for students unable to do so themselves; corrects homework assignments and examination materials; assists teachers in maintaining written records of students’ behavior; accompanies students and teachers on class field trips; attends and participates in workshops and in-service training to update job related skills.

MARGINAL FUNCTIONS: May utilize aggressive management techniques to physically restrain violent students, may administer Cardiopulmonary Resuscitation (CPR) as directed by the teacher, may operate audio-visual equipment, may operate photocopying equipment.

MINIMUM QUALIFICATIONS Certification Requirements. Must possess a valid TASN (NCLB) paraprofessional license from the Illinois State Board of Education (ISBE), which may be applied for and obtained after the successful completion of at least 60 semester hours of college credit at a college or university accredited by the North Central Association or successful completion of a paraprofessional exam (WorkKeys or ParaPro). Also, refer to Illinois State Board of Education ISBN applied for link WorkKeys ParaPro

Knowledge, Abilities, and Skills. Good knowledge of the characteristics of students with various disabilities; good knowledge of English grammar and spelling; good knowledge of basic
mathematics. Ability to work with and for students with various disabilities, ages birth to 21 years of age; ability to follow written and oral instructions and direction; ability to complete and maintain basic written reports. (Ability to perform cardiopulmonary resuscitation (CPR) is highly desirable. Individuals who do not provide evidence of the completion of training in CPR at the time of initial employment in this class title will complete CPR training as a condition of employment.) Good oral and written communication skills; skill in the operation of photocopying and audio-visual equipment is highly desirable.

**Physical Requirements.** Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or to 10 pounds of force constantly to move objects. Physical demands include the ability to reach, handle, and finger objects; talk and hear; occasional use of near visual acuity and frequent use of far visual acuity.
BILINGUAL SPECIAL EDUCATION CLASSROOM ASSISTANT (BIL-SECA)

CLASS TITLE: Bilingual Special Education Classroom Assistant

CHARACTERISTICS OF THE CLASS: Under the general direction of the school principal, and under the immediate supervision of a Special Education teacher holding a valid teaching certificate directly engaged in teaching subject matter or conducting activities, uses bilingual skills to assist in the instruction of disabled students, and performs related duties as required.

ESSENTIAL FUNCTIONS: Uses bilingual skills and assists elementary and high school Special Education teachers in reinforcing efforts with children with various disabilities, including physical disabilities, visual and hearing impairments, learning disabilities, behavior disorders, emotional impairments, and mental impairments in accordance with each students’ Individual Education Program (IEP); lifts and positions non-ambulatory students during the school day as instructed by the teacher and in adherence to written instruction from students’ personal physicians; provides one-on-one tutor for students to present or reinforce learning concepts; provides one-on-one personal hygiene services for students with severe disabilities, including toileting, changing soiled diapers, and cleaning soiled children regardless of age; assists students with orthopedic impairments by arranging and adjusting tools, work aids, and equipment used by students in classrooms, including, but not limited to, specially equipped worktables, positioning equipment, wheelchairs, tape recorders, computers, communication devices, and mechanized page turners; assists teacher in instructing students in daily living skills required for independent maintenance and economic self-sufficiency; accompanies students to swimming pools and medical clinics to assist in removing clothing and performing other personal services that students are unable to perform themselves; assists in feeding students unable to do so themselves; takes notes in classrooms for students unable to do so themselves; corrects homework assignments and examination materials; assists teachers in maintaining written records of students’ behavior; accompanies students and teachers on class field trips; attends and participates in workshops and in service training to update job related skills.

MARGINAL FUNCTIONS: May utilize aggressive management techniques to physically restrain violent students; may administer Cardiopulmonary Resuscitation (CPR) as directed by the teacher; may operate audio-visual and/or photocopying equipment.

MINIMUM QUALIFICATIONS

Certification Requirements. Must possess a valid TASN (NCLB) paraprofessional license from the Illinois State Board of Education (ISBE), which may be applied for and obtained after the successful completion of at least 60 semester hours of college credit at a college or university accredited by the North Central Association or successful completion of a paraprofessional exam (WorkKeys or Parapro). Also, refer to:

- Illinois State Board of Education
- ISBN applied for link
- WorkKeys
- ParaPro

Knowledge, Abilities, and Skills. Good knowledge of the characteristics of students with various disabilities; good knowledge of grammar and spelling in English and at least one other language; good knowledge of basic mathematics. Ability to work with/for students with various disabilities, ages birth to 21 years of age; ability to follow written and oral instructions and direction; ability to complete and maintain basic written reports. (Ability to perform cardiopulmonary resuscitation (CPR) is highly desirable. Individuals who do not provide evidence of the completion of training in CPR at the time of initial employment in this class title will complete CPR training as a condition of employment.) Ability to read, speak, and write in English and at least one other language. Good oral and written communication skills in English and at least one other language; skill in the operation of photocopying and audio-visual equipment is highly desirable.

Physical Requirements. Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or to 10 pounds of force constantly to move objects. Physical demands include the ability to reach, handle, and finger objects; talk and hear; occasional use of near visual acuity and frequent use of far visual acuity.
BILINGUAL SPECIAL EDUCATION CLASSROOM ASSISTANT II (BIL-SECA II)

CLASS TITLE: Bilingual Special Education Classroom Assistant II

CHARACTERISTICS OF THE CLASS: Under the general direction of the school principal, and under the immediate supervision of a Special Education teacher holding a valid teaching certificate directly engaged in teaching subject matter or conducting activities, assists in the instruction of disabled students utilizing bilingual skills in English and at least one other language, and performs related duties as required.

ESSENTIAL FUNCTIONS: Uses bilingual skills and assists elementary and high school Special Education teachers in reinforcing efforts with children with various disabilities, including physical disabilities, visual and hearing impairments, learning disabilities, behavior disorders, emotional impairments, and mental impairments in accordance with each students’ Individual Education Program (IEP); lifts and positions non-ambulatory students during the school day as instructed by the teacher and in adherence to written instruction from students’ personal physicians; provides one-on-one tutoring for students to present or reinforce learning concepts; provides one-on-one personal hygiene services for students with severe disabilities, including toileting, changing soiled diapers, and cleaning soiled children regardless of age; assists students with orthopedic impairments by arranging and adjusting tools, work aids, and equipment used by students in classrooms, including but not limited to specially equipped worktables, positioning equipment, wheelchairs, tape recorders, computers, communication devices, and mechanized page turners; assists teacher in instructing students in daily living skills required for independent maintenance and economic self-sufficiency; accompanies students to swimming pools and medical clinics to assist in removing clothing and performing other personal services that students are unable to perform themselves; assists in feeding students unable to do so themselves; takes notes in classrooms for students unable to do so themselves; corrects homework assignments and examination materials; assists teachers in maintaining written records of students’ behavior; accompanies students and teachers on class field trips; attends and participates in workshops and in service training to update job related skills.

MARGINAL FUNCTIONS: May utilize aggressive management techniques to physically restrain violent students; may administer Cardiopulmonary Resuscitation (CPR) as directed by the teacher; may operate audio-visual and/or photocopying equipment.

MINIMUM QUALIFICATIONS

Certification Requirements. Must possess a valid TASN (NCLB) paraprofessional license from the Illinois State Board of Education (ISBE), which may be applied for and obtained after the successful completion of at least 60 semester hours of college credit at a college or university accredited by the North Central Association or successful completion of a paraprofessional exam (WorkKeys or Parapro). Also refer to:

- Illinois State Board of Education
Knowledge, Abilities, and Skills. Good knowledge of the characteristics of students with various disabilities; good knowledge of grammar and spelling in English and at least one other language; good knowledge of basic mathematics. Ability to work with/for students with various disabilities, ages birth to 21 years of age; ability to follow written and oral instructions and direction; ability to complete and maintain basic written reports. (Ability to perform cardiopulmonary resuscitation (CPR) is highly desirable. Individuals who do not provide evidence of the completion of training in CPR at the time of initial employment in this class title will complete CPR training as a condition of employment.) Good oral and written communication skill in English and at least one other language; skill in the operation of photocopying and audio-visual equipment is highly desirable.

Physical Requirements. Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or to 10 pounds of force constantly to move objects. Physical demands include the ability to reach, handle, and finger objects; talk and hear; occasional use of near visual acuity and frequent use of far visual acuity.
CUSTODIAL WORKER

CHARACTERISTICS OF THE CLASS: Under supervision, performs extensive cleaning and professional custodial duties in the maintenance of the interior and exterior of Chicago Public Schools buildings and facilities, and performs related duties as required.

ESSENTIAL FUNCTIONS: Cleans, sweeps, mops, and scrubs floors inside and outside of classrooms, offices, stairways, corridors, and lobbies; ships, re-waxes, and buffs floors using heavy duty electric scrubbers and polishers; vacuums and shampoos all carpeted areas with vacuum equipment; cleans and disinfects lavatory areas including sinks, showers, urinals and toilets using appropriate disinfectants and chemical solutions; refills toilet paper, hand soap and paper towel dispensers in lavatories; cleans, dusts, and polishes all types of surfaces and furniture in classrooms, offices, and all other areas of the school building; damp wipes surfaces of chalkboards; empties waste baskets and other refuse containers to dispose of trash; lifts and moves furniture, office equipment and draperies; places boxes and equipment in storage areas; cleans the interior and sheet level exteriors of windows; shovels snow and spreads salt either manually or with snow-blower equipment; operates power equipment or hand tools to cut and trim lawns and shrubbery; waters and fertilizes lawns and stores hoses in proper manner; cleans and stores equipment and supplies after each use; removes litter and debris from building doors and property grounds; operates refuse compactor; raises and lowers flags at appropriate times; removes graffiti markings from walls and other surfaces; sets up tables and chairs in auditorium or hall or other meeting rooms.

MINIMUM QUALIFICATIONS:

Training and Experience: Graduation from high school, or GED equivalent, supplemented by at least one (1) year of custodial work experience, ability and willingness to perform the work, or an equivalent combination of training and experience.

Knowledge ABILITIES and Skills:

- Some knowledge of the basic methods of building cleaning and housekeeping and basic grounds and landscape maintenance, knowledge of the proper operation of power-driven equipment and hand tools.
- Some skill in using power driven tools and equipment.

Physical Requirements: Heavy Work: Exerting fifty (50) to one-hundred (100) pounds of force occasionally, twenty-five (25) to fifty (50) pounds of force frequently, or ten (10) to twenty (20) pounds of force constantly to move objects. Physical demands are in excess of those for Medium Work.

Environmental Conditions: Activities occur inside and outside of buildings and facilities.
LEAD CUSTODIAL WORKER

CHARACTERISTICS OF THE CLASS: Under supervision, performs extensive cleaning and professional custodial duties in the maintenance of the interior and exterior of Chicago Public School buildings and facilities, and performs related duties as required. Also manages the school's assigned custodial team, and reports on performance to the Principal or assigned supervisor if delegated by the Principal.

ESSENTIAL FUNCTIONS: Cleans, sweeps, mops, and scrubs floors inside and outside of classrooms, offices, stairways, corridors, and lobbies; strips, re-waxes, and buffs floors using heavy duty electric scrubbers and polishers; vacuums and shampoos all carpeted areas with vacuum equipment; deans and disinfects lavatory areas including sinks, showers, urinals and toilets using appropriate disinfectants and chemical solutions; refills toilet paper, hand soap and paper towel dispensers in lavatories; cleans, dusts, and polishes all types of surfaces and furniture in classrooms, offices, and all other areas of the school building, damps wipes surfaces of chalkboards; empties waste baskets and other refuse containers to dispose of trash; lifts and moves furniture, office equipment and draperies; places boxes and equipment in storage areas; cleans the interior and street level exteriors of windows; shovels snow and spreads salt either manually or with a snow-blower equipment; operates power equipment or hand tools cut and trim lawns and shrubbery; waters and fertilizes lawns and stores hoses in proper manner; cleans and stores equipment and supplies after each use; removes litter and debris from building floors and property grounds; operates refuse compactor; raises and lowers flags at appropriate times; removes graffiti markings from walls and other surfaces; sets up tables and chairs in auditorium or hall or other meeting rooms. Confirms that other assigned custodians are meeting job requirements through their assigned schedules and responsible areas. Also reports on supply usage at intervals determined by the Principal or Department of Asset Management, and identifies and requests in a timely manner from appropriate school personnel the necessary custodial supplies for all custodial staff members to properly perform their duties. Completes miscellaneous duties as assigned by Principal or Principal Delegate.

DESIRABLE MINIMUM QUALIFICATIONS:

Training and Experience: Graduation from high school, or GED equivalent, supplemented by at least one (1) year of custodial work experience, ability and willingness to perform the work, or an equivalent combination of training and experience.

Knowledge. Abilities, and Skills:

- Some knowledge of the basic methods of building cleaning and housekeeping and basic grounds and landscape maintenance, knowledge of the proper operation of power-driven equipment and hand tools.
• Ability to clearly communicate work accomplishments to Principal or assigned supervisor if delegated by Principal; strong work ethic demonstrated; can teach others on essential function skills.
• Some skill in using power driven tools and equipment.

**Physical Requirements**: Heavy Work: Exerting fifty (50) to one-hundred (100) pounds of force occasionally, twenty-five (25) to fifty (50) pounds of force frequently, or ten (10) to twenty (20) pounds of force constantly to move objects. Physical demands are in excess of those for Medium Work.

**Environmental Conditions**: Activities occur inside and outside of buildings and facilities.
CUSTODIAL WORKER ASSISTANT

CLASS TITLE: Custodial Worker Assistant

CHARACTERISTICS OF THE CLASS: Under immediate supervision, performs basic custodial and cleaning duties involving the general cleanliness of Chicago Public Schools' buildings and performs related duties as required.

EXAMPLES OF DUTIES: Performs general custodial duties including cleaning, sweeping, and mopping lavatories, classrooms, offices and other assigned locations; washes and cleans sinks; refills, toilet paper, towel, and soap dispensers; picks up paper and other debris; dusts and washes wood work and other surfaces, furniture, and office equipment; empties waste baskets and cleans interior glass surfaces; removes litter and debris from building floors and external property grounds; assists custodial workers with difficult cleaning assignments.

DESIRABLE MINIMUM QUALIFICATIONS: Training and Experience. Ability and willingness to perform the duties of the position; previous custodial work experience is highly desirable, or an equivalent combination of training and experience.

Knowledge. Abilities and Skills. Aptitude for general custodial and cleaning work. Ability to learn professional custodial methods and materials, ability to follow oral and written instructions, ability to perform physical work.

Physical Requirements. Medium Work: Exerting twenty (20) to fifty (50) pounds of force occasionally, or ten (10) pounds of force constantly to move objects. Physical demands include the ability to climb, balance, stoop, kneel, and crouch; handle and finger objects; talk and hear occasionally, use near visual acuity occasionally.
FACTOR CUSTODIAL WORKER

CHARACTERISTICS OF THE CLASS: Under supervision, performs extensive cleaning and professional-custodial duties in the maintenance of the interior and exterior of Chicago Public Schools buildings and facilities; either with a roving custodial crew, or at a facility under 30,000 square feet, and performs related duties as required.

EXAMPLES OF DUTIES: Cleans, sweeps, mops, and scrubs floors inside and outside of classrooms, offices, stairways, corridors, and lobbies; strips, re-waxes, and buffs floors using heavy duty electric scrubbers and polishers; vacuums and shampoos all carpeted areas with vacuum equipment; cleans and disinfects and chemical solutions; refills toilet paper, hand soap and paper towel dispensers in lavatories; cleans, dusts, and polishes all types of surfaces and furniture in classrooms, offices, and all other areas of the school building; damp wipes surfaces of chalkboards; empties ashtrays, waste baskets, and other refuse containers to dispose of trash: lifts and moves furniture, office equipment, and draperies; places boxes and office equipment in storage areas; cleans the interior and street-level exterior surface of windows; shovels snow and spreads salt, either manually or with snow blower equipment; operates power equipment or and stores hoses in proper manner; cleans and stores equipment and supplies after each use; unloads and stores cleaning supplies; removes litter and debris from building floors and external property grounds; operates refuse compactor, raises and lowers flags at appropriate times; removes; graffiti markings from walls and other surfaces; sets tables and chairs in auditorium or hall.

DESIRABLE MINIMUM QUALIFICATIONS:

Training, Abilities and Skills: At least one (1) year of custodial work experience; ability, and willingness to perform the work or an equivalent combination of training and experience.

Knowledge, Abilities and Skills:

- Some knowledge of the basic methods of building cleaning and housekeeping and basic grounds and landscape maintenance, knowledge of the proper operation of power-driven equipment and hand tools.
- Ability and willingness to follow oral Instructions, ability to perform physical tasks related to custodial work, ability to safely operate power driven equipment and hand tools.
- Some skill in using power driven tools and equipment.

Physical Requirements: Heavy Work: Exerting fifty (50) to one-hundred (100) pounds of force occasionally, twenty-five (25) to fifty (50) pounds of force frequently, or ten (10) to twenty (20) pounds of force constantly to move objects. Physical demands include the ability to stoop, bend and crouch; reach, handle and finger objects; ability to see and hear; occasional use of rear visual acuity are in excess of those for Medium Work.
**Environmental Conditions:** Activities occur inside and outside of buildings and facilities.
SCHOOL HEALTH AIDE

CLASS TITLE: School Health Aide

Characteristics of class: Under immediate supervisor, assists the teacher nurse in school health programs by performing paraprofessional nursing duties and related duties as required.

Examples of Duties: Prepares children for physical examination, dental screening, immunization, and vision, hearing, tuberculin, and lab testing; distributes and collects parent consent cards; arranges student appointments; files health folders and may report sample health history as given by parents; weighs, measures, and dresses children; assists in setting up and cleaning clinic areas; prepares statistics from professional reports showing health care defects and treatment needed or dispensed; conducts follow-up by phone or home visit of health care referrals to assure participation in school health programs; provides emergency first aid under the supervision of the teacher nurse.

DESIRABLE MINIMUM QUALIFICATIONS:

Training and Experience. Graduation from High School, or G.E.D. equivalent, with additional vocational hospital training, and/or one year of related hospital experience; or an equivalent combination of training and experience.

Knowledge, Abilities and Skill. Elementary knowledge of school health programs and office practices, knowledge of Chicago Public Schools' rules and regulations, knowledge of first aid techniques.

Ability to work with and for children, ability to follow written and oral instructions, ability to apply first aid techniques, ability to prepare and maintain records and reports.

Skill in the application of first aid techniques.
SCHOOL MATRON

CLASS TITLE: School Matron

CHARACTERISTICS OF THE CLASS: Under general supervision, has responsibility for assisting students and other personnel at various schools with routine first aid problems and performs related duties as required.

Examples of Duties: Has responsibility for such as cleanliness and conduct in girls' lavatory, administers routine first aid to students and other personnel as necessary, inspects the cleanliness of lockers and drinking fountains, consults with teacher nurse regarding specific medical history of pupils requiring special attention; advises instructors as to illness of school children, distributes necessary supplies to girls' lavatories, checks for loitering, supervises girls' showers, redeems articles lost and found.

DESIRABLE MINIMUM QUALIFICATIONS:

Training and Experience. Graduation from High School, or G.E.D. equivalent, supplemented by at least one year of experience in the use of first aid methods and working with children, or an equivalent combination of training and experience.

Knowledge, Abilities and Skill. Knowledge of Chicago Public Schools' rules and regulations, good knowledge of first aid methods.

Ability to work with and for children of school age, ability to maintain records and make simple reports, ability to work with and for the general public. Skill in the application of modern principles and practices utilized in administering first aid.
STUDENT SAFETY CENTER COORDINATOR

The Student Safety Center Coordinator position serves a critical role in CPS Office of School Safety and Security strategies by effectively implementing the 24/7 Student Safety Center including but not limited to video surveillance/investigations, alarm monitoring and call intake. The position plays the central role within the Student Safety Center Team of ensuring that accurate information is gathered and disseminated appropriately and swiftly. The position will build relationships with local and federal law enforcement and school administrations across the district. The position will also work with all stakeholders including other CPS staff and Parents to provide high quality, professional customer service in all situations including emergencies.

Principal Accountabilities & General Responsibilities:

- Perform the required functions of the Student Safety Center (SSC) during the assigned shift with a strong orientation towards action and urgency including, but not limited to: receiving, recording, and reporting serious incidents involving CPS students, staff or property.
- Implement SSC notification process for CPS executives for serious incidents involving CPS students, staff or property.
- Serve as emergency liaison between CPS and local law enforcement agencies.
- Monitor real-time camera surveillance across CPS schools and city agencies' cameras using defined camera mission protocols
- Manage the review of video surveillance during security and legal investigations.
- Implement all operational protocols, policies, and procedures for the Student Safety Center.
- Schedule and coordinate the Off Duty Police Officers serving in the Student Safety Center and on the Rapid Response Team based on situational prioritization as requested by the Network Safety Team.
- Receives and responds to electronic alarm notification of local-based alarms due to break-ins, fires or other unusual situations.
- Provision alarm codes for school staff and newly installed systems at schools
- Coordinates with first responders, CPS Safety and Security and school administration when there are notifications of alarms or other emergency situations.
- Verifies that alarm and camera systems are in working order on a regular basis and notifies appropriate personnel when a defect is detected.
- Support Security Operations in crisis response and incident management
- Define and implement continuous improvement strategies for the SSC to continually optimize the operations.

Qualifications/Skills:

- Must have the flexibility to work shifts across the "24/7" Student Safety Center
- Bachelor's degree in Criminal Justice, Information Technology or related fields preferred. Master's degree preferred.
- Prefer 4-7 Years of combined experience in call center, surveillance, technology, security, vendor and project management.
- Ability to prioritize multiple concurrent emergencies while transmitting accurate information to stakeholders in a timely manner.
- Experience working with the Chicago Police Department or other law enforcement agencies.
- Experience managing a team effectively during emergency situations including lock downs, evacuations, and other high profile events.
- Must have working knowledge of access control systems to include: programming, managing access levels, time zones, alarms, and event monitoring (preferably Genetic, Rapid Eye or Salient).
- Understanding of IP based video technology is required. Must be able to troubleshoot minor technical issues and initiate immediate action for resolution.
- Must be able to multitask; effectively work with security system integrators, IT and other stakeholders to coordinate, provide instruction and to guide the implementation process on all technology related projects.
- Individuals must possess a technical aptitude, be a self-starter, and have the ability to manage a construction design project from conceptualization through implementation.
- Candidates must have working knowledge of security operations concepts.

Residency Requirement:
As a condition of employment with CPS, employees are required to live within the geographic boundaries of the City of Chicago within six months of his or her CPS hire date and maintain residency throughout their employment with the district.
APPENDIX F

Electronic Authorizations for Confirming Membership and Deductions

This memorandum of understanding memorializes the parties’ mutual understanding concerning the interpretation and application of the terms “written authorization, signed by the employee” and “signed by the bargaining unit member” in our collective bargaining agreement for confirming union membership and deduction of union dues, fees, and COPE contributions. This letter further outlines our mutual understanding of procedures for the use of electronic authorizations for such deductions.

The parties’ collective bargaining agreement and the Illinois Educational Labor Relations Act allow for voluntary deductions from wages or payments of Union dues, fees, assessment, and contributions to SEIU COPE upon an employee’s written authorization, and continued until revoked in writing in accordance with the terms of the collective bargaining agreement and the employees’ authorizations.

Illinois and Federal law allow for electronic means of verifying authorizations otherwise required to be in writing. The Illinois Electronic Commerce Security Act ("ECSA") has among its purposes to facilitate electronic filing of documents with State agencies and to promote public confidence in the integrity and reliability of electronic records. The ECSA further provides that, “where a rule of law requires information to be ‘written’ or ‘in writing,’ . . . an electronic record satisfies that rule of law.” 5 ILCS 175/5-115(a). The ECSA also provides that, “where a rule of law requires a signature . . . an electronic signature satisfies that rule of law.” 5 ILCS 175/5-120(a). The Federal Electronic Signatures in Global and National Commerce Act (the “E-Sign Act”) also provides that, “with respect to any transaction in or affecting interstate or foreign commerce (1) a signature, contract, or other record relating to such transaction may not be denied legal effect, validity, or enforceability solely because it is in electronic form; and (2) a contract relating to such transaction may not be denied legal effect, validity or enforceability solely because an electronic signature or electronic record was used in its formation.” 15 U.S.C. § 7001(a).

Certain technologies, such as the internet and electronically recorded telephone calls, are electronic records recognized under ECSA and the E-Sign Act to authorize the deduction of Union dues, fees, and SEIU COPE Funds contributions from the wages and payments of SEIU members. The use of such electronic records provides efficiencies and lower administrative costs for both Parties and added convenience for employees.

The Employer and Union both acknowledge and agree that the terms “written authorization, signed by the employee” in Article 1, Sec. 1-3 and “signed by the bargaining unit member” in Article 1, Sec. 1-3.3 of the collective bargaining agreement include authorizations created and maintained by use of electronic records and electronic signatures consistent with ECSA and the E-Sign Act. The Union, therefore, may use electronic records to verify Union membership, to
verify authorization for voluntary deduction from earnings of an amount equal to initiation fees and the regular monthly dues uniformly applicable to members of the Union for remittance to the Union, to enforce window periods for revoking such authorization, and to verify authorization for voluntary deductions form wages or payments for remittance to SEIU COPE Funds, subject to the requirements of ECSA and the E-Sign Act. The Employer will accept confirmations from the Union that the Union possesses electronic records of such membership and authorizations as “written authorizations, signed by the employee” for the purposes of Article 1, Sec. 1-3 and as “signed by the bargaining unit member” for the purposes of Section 1-3.3 of the collective bargaining agreement, subject to periodic audit.

The parties further acknowledge that the following are among the acceptable procedures for utilizing electronic authorizations for purposes of the collective bargaining agreement:

1. The Union may use internet-based authorizations or electronic recordings of telephonic authorizations (together referred to as “electronic authorizations”) to establish: a) Union membership; b) authorization for voluntary deduction from earnings of an amount equal to initiation fees and the regular monthly dues uniformly applicable to members of the Union for remittance to the Union; c) employee acceptance of revocation periods when such authorizations can be revoked; and d) authorization for voluntary deductions from wages or payments for remittance to SEIU COPE Funds for employees covered by collective bargaining agreement.

2. Upon receipt from the Union of confirmation that the Union possesses electronic authorizations as described above, the Employer shall accept and give full force and effect to such authorizations as “written authorizations, signed by the employee” for purposes of Article 1, Sec. 1-3 and “signed by the bargaining unit member” for purposes of Article 1, Sec. 1-3.3 of the collective bargaining agreement to establish: a) Union membership; b) authorization for voluntary deduction from earnings of an amount equal to initiation fees and the regular monthly dues uniformly applicable to members of the Union for remittance to the Union; c) employee acceptance of revocation periods when such authorizations can be revoked; and d) authorization for voluntary deductions from wages or payments for remittance to SEIU COPE Funds for employees covered by collective bargaining agreement. The effective date of all deductions shall be the date of employee authorization, and remittances to the Union shall occur in accordance with the parties’ practice and as provided for in the collective bargaining agreement.

3. The Employer reserves the right to audit the Union’s electronic and supporting records for the purpose of verifying the accuracy of the Union confirmations described above.

4. All electronic recordings of telephonic authorizations shall be maintained in a .wav file format or such other format that is generally acceptable for maintaining such an electronic record under ECSA or the E-Sign Act. All internet authorizations shall be maintained in .pdf format or such other format that is generally acceptable for maintaining such an electronic record under ECSA or the E-Sign Act. The electronic
record shall include the following information, or be labeled so as to reflect the following information:

a. The name of the employee making the authorization;

b. The home address of the employee making the authorization;

c. The employer of the employee making the authorization;

d. The date the employee gave the authorization;

e. The type of authorization given by the employee, including (i) for Union membership; (ii) authorization for voluntary deduction from earnings of an amount equal to initiation fees and the regular monthly dues uniformly applicable to members of the Union for remittance to the Union; (iii) employee acceptance of revocation periods when such authorizations can be revoked; and (iv) for voluntary deductions from wages or payments for remittance to SEIU COPE Funds;

f. Either the last four digits of the employee’s social security number, the employee’s date of birth, or another identifying number;

g. If the electronic record is created on the internet, the email address of the employee making the authorization, if available; and

h. If the electronic record is created over the telephone: (i) the telephone number used by the employee in making the authorization, if available; (ii) the name of the person soliciting the authorization on behalf of the Union; and (iii) the consent by the employee solicited to the recording of the telephone call.

In accordance with the terms of the collective bargaining agreement, the Union shall indemnify, defend and hold harmless the Employer for any liability arising from any action taken by the Employer in complying with the procedures outlined above.
Section 20-3, Negotiations for the Agreement: Neither the Board and its representatives nor the Union and the members of the bargaining unit shall take any action violative of or inconsistent with any provisions of this Agreement. The parties agree that each has exercised its right to bargain for any provision it wished to be included in this Agreement; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement and that this Agreement and any side letters constitute a complete Agreement as to all matters upon which the parties have or might have bargained. The Union and the Board agree that where, in the course of negotiating the Agreement, either the Union or the Board withdrew any of its proposals in the interest of reaching an agreement, neither the Union nor the Board will rely upon the Union or the Board's withdrawal of proposals as evidence of any Union or Board intent in any future arbitration or for any other purpose whatsoever.

The parties further understand that the procedures outlined here are not exclusive and do not preclude the use of other procedures or methods for obtaining and accepting written authorizations for purposes of Article 1 of the collective bargaining agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their Presidents and attested by their Secretaries this _ day of ___, 2020.

For the Board of Education

Attest:

Board Report No.: 19-1120-EX4-1

By: _________________________________ Date _________________________________
Estela G. Beltran
Board Secretary

By: _________________________________ Date _________________________________
Miguel del Valle
Board President

Review and Approved: Approved as Legal Form: [signature]

By: _________________________________ Date _________________________________
Janice K. Jackson
Chief Executive Officer

By: _________________________________ Date _________________________________
Joseph T. Moriarty
General Counsel