

December 6, 2017

AMEND BOARD REPORT 05-0824-PO4
ADOPT NEW SUPPLEMENTAL FAMILY AND MEDICAL LEAVE POLICY AND
RENAME PARENTAL AND SUPPLEMENTAL LEAVE POLICY

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education ("Board") adopt new amend Board Report 05-0824-PO4, the

Supplemental Family and Medical Leave Policy and rename Parental Leave and Supplemental Leave Policy.

PURPOSE: To establish eligibility criteria and terms and conditions for family and medical leave for all

medical or family related reasons provided in this policy shall run concurrent with any FMLA leave granted.

III. Employees Eligible for Supplemental Leaves

All employees, other than substitute teachers, retired teachers, and miscellaneous employees, shall be eligible for supplemental family and medical leaves as set forth in this policy provided that they meet the eligibility criteria set forth in the applicable sections below.

IV. Full-time Appointed (Tenured and Probationary) Teachers – Supplemental Family and Medical Leaves - Eligibility, Seniority, Pay, and Duration.

A. Supplemental Childrearing Leave

The Chief Executive Officer or designee shall grant childrearing leaves supplemental to those provided under the FMLA to eligible appointed teachers, upon request, in accordance with Policy.

1. *Eligibility for Supplemental Childrearing Leave.* Appointed teachers who are eligible for a family and medical leave under the Board's Family and Medical Leave Policy shall be eligible for a childrearing leave if the appointed teacher or his/her appointed teacher's spouse, civil union partner, or domestic partner give birth to a child or adopt a child under the age of five (5) years. An appointed teacher must request a childrearing leave at time reasonably contemporaneous with the anticipated or actual birth or adoption of the child.
2. *Duration of Childrearing Leave for Appointed Teachers.* The Chief Executive Officer or designee may grant a childrearing leave to an appointed teachers for up to four (4) years, inclusive of any other leave. An appointed teacher shall be eligible to extend the leave for an additional four (4) years if the appointed teacher or his/her the appointed teacher's

After Ten (10) Work Months If an appointed teacher granted a leave under

this section does not return at or before the conclusion of the ten (10) work month period, his/her the appointed teacher's position shall be vacated. If an appointed tenured teacher granted a leave under this section returns to work after the expiration of ten (10) work months, but at or before the expiration of the leave granted, the appointed tenured teacher shall become a reassigned teacher and he/she shall be

- b. *Return After Ten (10) Work Months but Before Expiration of Twenty-Five (25) Work Months.* If the appointed teacher does not return at the conclusion of the ten (10) school month period, his/her position shall be vacated and may be filled by another appointed teacher. If an appointed tenured teacher granted a leave under this section returns to work after the expiration of ten (10) work months but at or before the

expiration of the leave granted, the appointed tenured teacher shall become a reassigned teacher and he/she shall be afforded the rights of a reassigned teacher under the Board's Reassigned Teacher Policy, as it exists now or as it may be hereafter amended. A probationary appointed teacher granted a leave under this section may return to work after the expiration of ten (10) work months but before the expiration of twenty-five (25) work months if a principal selects the probationary appointed teacher for a position.

- c. *Failure to Return to Work After Twenty-Five (25) Work Months.* If an appointed teacher does not return to work after the expiration of twenty-five (25) work months from the start of the supplemental personal illness leave, including any period

and subject to the provisions set forth in the Employee Discipline and Due Process Policy

as it exists now or as it may be hereafter amended.

6. *Pay During Family Illness Leave.* Family illness leave shall be unpaid unless the appointed teacher is otherwise eligible to use accrued benefit time during that leave in accordance with applicable Board Rules or Policies.
7. *Seniority/Breaks in Service.* An appointed teacher's seniority date shall be not be

affected by a supplemental family illness leave provided that the appointed teacher

(10) consecutive workdays due to the serious illness of a temporarily assigned teacher's immediate family member.

2. *Duration of Leave.* A temporarily assigned teacher's supplemental family leave shall not exceed five (5) work months within in any one (1) school year, inclusive of any other leave, and shall not extend beyond the school year.
3. *Termination of Leave.* A temporarily assigned teacher's supplemental family illness leave shall terminate at earlier of the conclusion of the leave period granted, at the conclusion of five (5) months after the start of the leave or at the conclusion of the school year.

4. Temporarily Assigned Teachers' Rights to Position on Conclusion of Leave


temporarily assigned teacher has no right to return to his/her the temporary position at

temporary position with another temporarily assigned teacher or an appointed teacher as

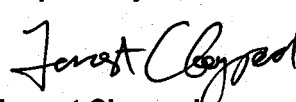
assistant principal's right to return to a position shall terminate on the termination date of the contract principal's contract in effect at the time that he/she last actively worked. A supplemental personal illness leave may be granted to a discretionary assistant principal for up to twenty-five (25) work months, provided however, that a discretionary assistant principal shall have the right to return to his/her position only if the supplemental personal illness leave terminates before the end of the same fiscal year in which the discretionary assistant principal last actively worked.

3. *Pay during Supplemental Personal Illness Leave.* Supplemental personal illness leave shall be unpaid unless the employee is otherwise eligible to use accrued benefit time during that leave in accordance with applicable Board Rules or Policies.
4. *Seniority/Breaks in Service.* Seniority shall not accrue during any unpaid portion of a supplemental personal illness leave granted to educational support personnel, certificated administrators, contract principals or assistant principals.

Approved for Consideration:


Matthew Lyons
Chief Talent Officer

Respectfully Submitted:


Forrest Claypool
Chief Executive Officer

Approved for Consideration:



Approved as to Legal Form:

