

**ADOPT NEW SUPPLEMENTAL FAMILY AND MEDICAL LEAVE POLICY****THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Chicago Board of Education ("Board") adopt new Supplemental Family and Medical Leave Policy.

**PURPOSE:** To establish eligibility criteria and terms and conditions for family and medical leaves for all employees of the Board of Education in accordance with Board Rule 4-12 which are supplemental to leaves under the Family and Medical Leave Act and to replace former Board Rules 4-33, 4-34, 4-37 and 4-37.1 which were repealed August 24, 2005. This policy is supplemental to the Board's policy on the Family and Medical Leave Act (FMLA) (02-0724-PO02) as amended from time to time.

**POLICY TEXT:****I. Authority**

The Chief Executive Officer or designee shall grant supplemental family and medical leaves authorized by this policy to eligible employees in accordance with this policy. The Chief Executive Officer or designee may establish additional procedures for leaves as necessary for the efficient administration of this policy.

**II. Types of Family and Medical Leaves Authorized**

This policy authorizes the Chief Executive Officer or designee to grant the following types of leaves and establishes eligibility criteria and other terms and conditions for the leaves authorized under this policy: supplemental child-rearing leaves, supplemental personal illness leaves, and supplemental family illness leaves.

**III. Relationship of Policy to Family and Medical Leave Act Leave of Absence for All Employees Policy**

Family and Medical Leave Act ("FMLA") leaves of absence shall be granted to eligible employees before any leave of absence is granted under this policy. The Board's policy on FMLA shall govern leaves of absence taken pursuant to the Family and Medical Leave Act. All supplemental leaves of absence for 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 spouse 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 may grant childrearing leave to 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 spouse or domestic partner is approaching the birth of another child or the appointed teacher or his/her domestic partner is approaching the adoption of a child less than six (6) months old and the appointed teacher applies for a leave extension at least two (2) weeks prior to the expiration of the initial leave. In no event shall an appointed teacher be granted childrearing leave exceeding eight (8) years in the aggregate for all children.
3. *Termination of Leave Before Expiration.* Childrearing leave shall terminate before its expiration at the request of the appointed teacher. In the case of layoff of a tenured teacher or non-renewal or layoff of a probationary appointed teacher, the leave shall terminate at the conclusion of the current school semester or term. In the event of the death of the child for whom the leave was taken, the childrearing leave shall terminate six (6) months after the death of the child.
4. *Appointed Teacher's Rights to Position on Termination of Childrearing Leave*
  - a. *Return Within Ten (10) Work Months.* An appointed Teacher's position shall be held open for a period of ten (10) work months from the start of the childrearing leave, including any portion of the childrearing leave designated as any other leave under this Policy, provided that nothing in this Policy shall prevent the closure of an appointed teacher's position or dismissal or non-renewal of the probationary appointed teacher if those actions would have occurred regardless of the leave. If an appointed teacher returns at or before the conclusion of the ten (10) work month period, the appointed teacher shall have a right to return to his/her position provided that the position has not been closed or, in the case of a probationary teacher, that he or she has been reappointed for the following school year in accordance with Board Rules.
  - b. *Return 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 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 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 if a principal selects the probationary appointed teacher for a position.
  - c. *Failure to Return.* If an appointed teacher does not return to work at the conclusion of a leave or its extension, he/she shall be deemed absent without leave and dismissed in accordance with the Employee Discipline and Due Process Policy.
5. *Pay during Childrearing Leave.* Childrearing leave shall be unpaid unless the appointed teacher is otherwise eligible to use accrued benefit time during the leave in accordance with applicable Board Rules or Policies.

6. *Seniority/Breaks in Service.* An appointed teacher's seniority date shall be adjusted for each day of a supplemental child-rearing leave that exceeds ten (10) work months. The probationary period of any appointed teacher shall be extended by the length of the supplemental childrearing leave, if the leave exceeds thirty (30) calendar days.

B. *Appointed Teachers' Supplemental Personal Illness Leave*

1. *Eligibility for Leave.* An appointed teacher who is eligible for a family and medical leave under the Board's Family and Medical Leave Policy shall be eligible for a supplemental personal illness leave for all periods of absence due to an appointed teacher's personal illness and resulting inability to work, including a pregnancy-related disability, that exceed ten (10) consecutive workdays.
2. *Duration of Leave.* A personal illness leave granted to an appointed teacher may be extended for up to a total of twenty-five (25) work months in aggregate.
3. *Termination of Leave.* A personal illness leave shall terminate at the conclusion of the leave or any extension granted, when the appointed teacher is able to return to work, or at the conclusion of twenty-five (25) work months, whichever is earliest.
4. *Appointed Teachers' Rights to Position on Termination of Personal Illness Leave.*
  - a. *Return at or Within Ten (10) Work Months.* Appointed teachers' positions shall be held open until the appointed teacher exhausts his/her accumulated sick leave or for a period of ten (10) work months from the start of the personal illness leave, or to the end of the semester immediately following the expiration of ten (10) work months from the start of the leave, whichever is later, including any portion of the personal illness leave designated as any other leave under this Policy; provided that nothing in this Policy shall prevent the closure of an appointed teacher's position or non-renewal or dismissal of the probationary appointed teacher's employment if those actions would have occurred regardless of the leave. If an appointed teacher returns at the conclusion of the ten (10) school month period, the appointed teacher shall have a right to return to his/her position provided that the position has not been closed or that the probationary teacher's employment has been renewed.
  - 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 designated as any other type of leave, he/she shall be deemed absent without leave and subject to the actions set forth in the Employee Discipline and Due Process Policy, as it exists now or as it may be hereafter amended.

5. *Pay During Personal Illness Leave.* Supplemental personal 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.
6. *Seniority/Breaks in Service.* An appointed teacher's seniority date shall be adjusted for each day of a supplemental personal illness leave that exceeds ten (10) work months. The probationary period of any appointed teacher shall be extended by the length of the supplemental personal illness leave, if the leave exceeds thirty (30) calendar days.

C. *Appointed Teachers' Supplemental Family Illness Leaves*

1. *Eligibility for Leave.* An appointed teacher who is eligible for family and medical leave of absence under the Board's Family and Medical Leave Policy shall be eligible for a supplemental family illness leave.
2. *Duration of Leave.* A supplemental family illness leave shall not exceed five (5) work months within in any two (2) consecutive school years, inclusive of any other leave for family illness granted under this Policy. This provision shall not be applied inconsistently with this Policy or with the Board's FMLA policy.
3. *Termination of Leave.* A supplemental family illness leave shall terminate at the conclusion of the leave period granted or at the conclusion of five (5) work months after the start of the leave, including any period designated as any other type of leave.
4. *Appointed Teachers' Rights to Position on Termination of Family Illness Leave.* An appointed teacher's position shall be held open for a period of up to five (5) work months from the start of the family illness leave, including any portion of the family illness leave designated as any other leave under this Policy, provided that nothing in this Policy shall prevent the closure of an appointed teacher's position or non-renewal of the probationary appointed teacher's employment if those actions would have occurred regardless of the leave.
5. *Failure to Return After Five (5) Work Months.* An appointed teacher who fails to return to work at the termination of a family illness leave shall be deemed absent without leave and subject to the actions 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 returns to work at the conclusion of the leave. The probationary period of any appointed teacher shall be extended by the length of the supplemental family illness leave, if the leave exceeds thirty (30) calendar days.

V. **Temporarily Assigned Teachers – Supplemental Illness Leaves - Eligibility, Seniority, Pay and Duration.**

A. *Temporarily Assigned Teachers' Supplemental Personal Illness Leave*

1. *Eligibility for Leave.* A temporarily assigned teacher who is eligible for a family and medical leave of absence under the Board's Family and Medical Leave Policy shall be eligible for a supplemental personal illness leave for all periods of absence due to a

temporarily assigned teacher's personal illness and resulting inability to work, including a pregnancy-related disability, that exceed ten (10) consecutive workdays.

2. *Duration of Leave.* A temporarily assigned teacher's supplemental personal illness leave may be granted for up to five (5) consecutive work months and extended within the discretion of the Chief Executive Officer or designee, provided that no personal illness leave shall extend beyond the end of the school year in which it was granted.
3. *Temporarily Assigned Teachers' Rights to Position on Conclusion of Supplemental Personal Illness Leave.* A temporarily assigned teacher has no right to return to his/her temporary position at the conclusion of a supplemental personal illness leave and the school principal may fill the temporary position with another temporarily assigned teacher or an appointed teacher as soon as the leave is granted. A temporarily assigned teacher's right to the leave shall not be affected when his/her position is filled by another temporarily assigned teacher or by an appointed teacher. At the conclusion of his/her supplemental personal illness leave, a temporarily assigned teacher shall be assigned to a CADRE substitute position. If a temporarily assigned teacher fails to return to work at the conclusion of supplemental personal illness leave, the temporarily assigned teacher shall be deemed absent without leave.
4. *Temporarily Assigned Teachers' Pay During Supplemental Personal Illness Leaves.* A temporarily assigned teacher's supplemental personal illness leave shall be unpaid unless the temporarily assigned teacher is otherwise eligible to use accrued benefit time during that leave in accordance with applicable Board Rules or Policies.
5. *Seniority/Breaks in Service.* A temporarily assigned teacher's seniority date shall be not be affected by a supplemental personal illness leave provided that the temporarily assigned teacher returns to work at the conclusion of the leave.

B. *Temporarily Assigned Teachers' Supplemental Family Illness Leave*

1. *Eligibility for Leave.* Temporarily assigned teachers who are eligible for a family and medical leave of absence under the Board's Family and Medical Leave Policy shall be eligible for a supplemental family illness leave for all periods of absence that exceed ten (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.* A temporarily assigned teacher has no right to return to his/her temporary position at the conclusion of a supplemental family illness leave and the school principal may fill the temporary position with another temporarily assigned teacher or an appointed teacher as soon as the leave is granted. A temporarily assigned teacher's right to the leave shall not be affected when his/her position is filled by another temporarily assigned teacher or by an appointed teacher. At the conclusion of their supplemental family illness leave, a temporarily assigned teacher shall be assigned to a CADRE substitute position. If a temporarily assigned teacher fails to return to work at the conclusion of a supplemental family personal leave, he/she shall be deemed absent without leave.

5. *Pay During Supplemental Family Illness Leave.* Supplemental family illness leaves shall be unpaid unless the temporarily assigned teacher is otherwise eligible to use accrued benefit time during that leave in accordance with applicable Board Rules or Policies.
6. *Seniority/Breaks in Service.* A temporarily assigned teacher's seniority date shall be not be affected by a supplemental family illness leave provided that the temporarily assigned teacher returns to work at the conclusion of the leave.

**VI. Educational Support Personnel, Principals, Assistant Principals, and Certificated Administrators– Supplemental Illness Leaves – Eligibility, Duration, Pay and Seniority.**

**A. Supplemental Childrearing and Family Illness Leaves**

Except as provided in collective bargaining agreements, educational support personnel, Principals, Assistant Principals and Certificated Administrators shall not be eligible for supplemental childrearing or family illness leaves.

**B. Supplemental Personal Illness Leave**

1. *Eligibility.* Educational support personnel, principals, assistant principals and certificated administrators who have exhausted their FMLA Leave entitlement under the Board's FMLA Policy and who remain unable to work due to their own personal illness shall be entitled to a supplemental personal illness leave.
2. *Duration of Supplemental Personal Illness Leave.* A supplemental personal illness leave may be granted to educational support personnel or certificated administrators for a period of twenty-five (25) work months from the date on which the FMLA leave commenced. Educational support personnel and certificated administrators have no right to return to their positions at the conclusion of a supplemental personal illness leave but may apply for available educational support or administrative positions. A supplemental personal illness leave may be granted to a contract principal or a quota assistant principal for a period not to exceed the duration of the principal's contract or twenty-five (25) work months. A contract principal or quota 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:



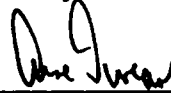
Barbara Eason-Watkins  
Chief Education Officer

Noted:




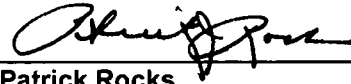
John Maiorca  
Chief Financial Officer

Respectfully Submitted:



Arne Duncan  
Chief Executive Officer

Approved as to Legal Form 



Patrick Rocks  
General Counsel