

AMEND BOARD REPORT 06-0726-PO4
ON-LOAN LEAVES OF ABSENCE WITH PAY
FOR EMPLOYMENT AT AN EDUCATIONAL INSTITUTION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education ("Board") amend its On-Loan Leaves of Absence With Pay for Employment at an Educational Institution Policy.

POLICY TEXT:

I. Authority and Employee Eligibility.

- A. *Authority.* The Chief Executive Officer or designee may grant an on-loan leave of absence to eligible teachers or administrators for the purpose of taking a position at an educational institution if, in the judgment of the Chief Executive Officer or designee, such on-loan leave will enable the eligible teacher or administrator to engage in activities which will contribute to increasing the achievement of the students of the Chicago Public Schools. For purposes of this Policy, "educational institution" includes colleges, universities, and museums and not-for-profit or for-profit corporations engaged in the business of providing educational services, including educational support services. Before a leave is granted under this Policy, the Board of Education must authorize the making of an agreement between the Board and the educational institution that permits the on-loan leave.
- B. *Teachers and Administrators eligible for on-loan leaves.* The following employees are eligible to take an on-loan leave:
1. A probationary appointed teacher who:
 - (a) has four (4) years of teaching experience as a certified teacher with either the Chicago Public Schools or other public or private schools;
 - (b) has received "superior" or "excellent" performance ratings (or their equivalents) for his/her last rating period with the Chicago Public Schools or other public or private school;
 - (c) has at least one (1) year teaching experience as an appointed teacher for the Chicago Public Schools; and,
 - (d) has received the approval of his/her school principal or unit head to take the on-loan leave.
 2. A tenured teacher who has received the approval of his/her school principal or unit head to take the on-loan leave (for purposes of this Policy, a reassigned teacher's unit head is the Chief Human Resources Officer);
 3. A certificated administrator who has received the approval of his/her school principal or unit to take the on-loan leave;
 4. A contract principal, who has received approval to take the on-loan leave from the duly constituted local school council at the school, if any, or if none, from his/her area instruction officer; and,
 5. A quota assistant principal who has received approval to take the on-loan leave from the duly constituted local school council at the school, if any, or if none, from his/her area instruction officer.

- C. *Effect of Leave on Probationary Period of Probationary Appointed Teachers.* The probationary period of a probationary appointed teacher shall be extended for each day that a probationary appointed teacher is on an on-loan leave and the period of the leave shall not be used to satisfy the required period of continued contractual service to achieve tenure with the Chicago Public Schools.

II. Agreement Contract with the Educational Institution. The Board must approve the making of a contract with the educational institution to which employee(s) will be loaned. Before any on-loan leave is granted, ~~a writing an application/agreement~~ must be executed by the educational institution in which it commits to reimburse the Board for the cost of employing the teacher in accordance with Section VI of this Policy. ~~That writing requirement shall be satisfied by the educational institution's completion of the On-Loan Leave to an Educational Institution Application. A formal agreement between the Board and the educational institution must thereafter be executed by the educational institution which governs the terms of the on-loan leave and a copy of that agreement shall be forwarded to the Chicago Public Schools Bureau of Accounts Receivable by the Human Resources Department to ensure invoicing and reimbursement of costs to CPS. The sponsoring department, with the approval of the Chief Executive Officer, shall be responsible for submitting appropriate Board Reports for Board consideration in a timely manner and for ensuring a timely execution of the application/agreement a writing prior to the granting of the leave and that the application/agreement is completed, thereafter, the agreement. A copy of the executed application/agreement shall be forwarded to the Chicago Public Schools Bureau of Accounts Receivable by the Human Resources Department to ensure invoicing and reimbursement of costs to CPS. The agreement with application/agreement signed by the educational institution must contain the educational institution's agreement to, at a minimum, de the following terms and conditions:~~

- A. to reimburse the Board for all of the costs of employing the loaned employee, at least on a quarterly basis, during the period of the on-loan leave as set forth in Section VI of this Policy and that failure to reimburse CPS within thirty (30) days of invoicing will terminate the on-loan leave status of the employee;
- B. to provide a progress report to the Chief Executive Officer or designee on the activities of the on-loan employee at the end of the first CPS semester and at the end of each subsequent CPS semester;
- C. to provide a full end of leave report on the achievement of the enumerated goals to the Chief Executive Officer at the end of the leave;
- D. to comply with this Policy;
- E. to abide by the Board's Policies with respect to minimum hours of work; and,
- F. to report to the Board any acts of misconduct by the loaned employee; and,
- G. to agree that the on-loan employee shall be deemed an agent of the educational institution during the term of the on-loan leave and that the educational institution shall be responsible for any and all liability arising out of the acts and omissions of the on-loan employee.

III. Application. ~~After the Board has approved the making of an agreement with the educational institution that permits the on-loan leave, teachers, Teachers, administrators, contract principals or quota assistant principals who seek an on-loan leave under the contract must submit a completed leave request application/agreement, with all approvals and signed by an authorized representative of the educational institution, to the Department of Human Resources. The application/agreement shall be in the form attached to and made part of this Policy. The Chief Officer of Human Resources may alter or amend the application/agreement form as he or she deems fit provided that it is consistent with this Policy and that it is approved as to legal form by the General Counsel.~~

IV. Duration of the On-Loan Leave/Renewal. An on-loan leave may be granted for a maximum of twenty (20) work months for teachers and for a maximum of two (2) calendar years for administrators, contract principals, or quota assistant principals, provided however, that, in the case of contract principals or quota assistant principals, no on-loan leave may be granted for a period longer than the contract principal's contract. The leave shall commence at the beginning of a Chicago Public Schools' semester, or as otherwise approved by the Chief Executive Officer or his/her designee. If the educational institution wishes to renew the leave, a request shall be made on a school year-by-year basis, and shall be submitted in writing to the Chief Executive Officer or his/her designee, along with the final, end-of-leave report. If, in the judgment of the Chief Executive Officer, or his/her designee, a continuation of such leave will enable the on-loan employee to continue engaging in activities which contribute to the achievement of Chicago Public Schools students, the procedure for the continuation of the on-loan leave on a school year-by-year basis shall be as detailed above.

V. Revocation of Leaves. The Chief Executive Officer or his/her designee has the authority to determine whether or not specific teacher, certificated administrator, contract principal or quota assistant principal on-loan programs merit continuation at any point during the leaves, and the Chief Executive Officer or his/her designee can revoke specific leaves if he/she determines that the activities of the leave fail to contribute to increasing the achievement of students.

VI. Pay for Teachers-On-Loan. The educational institution shall reimburse the Chicago Public Schools for the salary and benefits of the on-loan teacher as follows: one hundred percent (100%) of the actual salary paid to the on-loan teacher plus the actual cost of all employee benefits, including pension contributions, for the on-loan teacher. For the first ten (10) work months, the on-loan teacher will be paid his/her salary, benefits and pension against a nonquota position opened at the on-loan member's unit by the Chief Education Officer or his/her designee. This will allow the supervisor to fill the position with a Temporarily Assigned Teacher. The Chief Education Officer or his/her designee will submit to the Bureau of Accounts Receivable and to the Department of Human Resources a copy of the opened position.

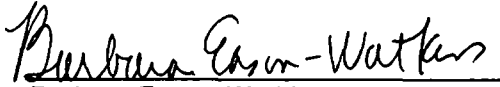
VII. On-Loan Teacher's Return to Position at Termination of Leave.

- A. *Termination of On-loan Leave at or before the Conclusion of Ten (10) School Months.* If an on-loan leave terminates at or before the conclusion of the first ten (10) school months, the on-loan teacher shall be returned to his/her original position unless that teacher's original position was in the reassigned teacher pool, in which case, the teacher shall return to the reassigned teacher pool to resume the balance of his/her period of service in the reassigned teacher pool.
- B. *Termination of On-loan Leave after the Commencement of Second Ten (10) School Months.* If the on-loan leave is extended for more than the first ten (10) school months and terminates at any time after the commencement of the second ten (10) school months of the leave, the teacher's position will be vacated. When an on-loan leave terminates at any time after the commencement of the second ten (10) school months and the teacher has not secured another teaching position with the Chicago Public Schools:
 - 1. the on-loan teacher will be dismissed if the on-loan teacher is a probationary appointed teacher;
 - 2. the on-loan tenured teacher who was granted the leave while in the reassigned teacher pool will be placed back in the reassigned teacher pool to resume the balance of his/her period of service in the reassigned teacher pool; and,
 - 3. the on-loan tenured teacher who was in a teaching position at a school or department shall be placed in the reassigned teacher pool in accordance with the provisions of the Board's Policy on Reassignment and Layoff of Regularly Certified and Appointed Teachers, as it exists now or as it may hereafter be amended.

VIII. Pay for Certificated Administrators, Contract Principals or Quota Assistant Principals On-Loan Leaves. The educational institution shall reimburse the Chicago Public Schools for the salary and benefits of the on-loan certificated administrator, contract principal or quota assistant principal as follows: one hundred percent (100%) of the actual salary paid to the on-loan certificated administrator, contract principal or quota assistant principal plus the actual cost of all employee benefits, including pension contributions, for the on-loan certificated administrator, contract principal or quota assistant principal.

IX. Certificated Administrators, Contract Principals and Quota Assistant Principals' Rights on Termination of Leave. If an on-loan certificated administrator desires to return to duty at the expiration of the first (or any subsequent) approved leave, the on-loan certificated administrator may apply for either a teaching or administrative position for which he/she is qualified. If an on-loan contract principal or quota assistant principal desires to return to duty at the expiration of the first (or any subsequent) approved leave and the contract principal's contract has expired, the on-loan contract principal or quota assistant principal may apply for either a teaching or administrative position for which he/she is qualified. If an on-loan contract principal or quota assistant principal desires to return to duty at the expiration of the first (or any subsequent) approved leave and the contract principal's contract has not expired, the on-loan contract principal or quota assistant principal shall be returned to the position from which he/she took the on-loan leave.

Approved For Consideration:



Barbara Eason-Watkins
Chief Education Officer

Respectfully Submitted:




Arne Duncan
Chief Executive Officer

Noted:



Pedro Martinez
Chief Financial Officer

Approved as to Legal Form: 



Patrick J. Rocks
General Counsel

**INSTRUCTIONS FOR
APPLICATION/AGREEMENT FOR ON-LOAN LEAVE TO
AN EDUCATIONAL INSTITUTION**

General Instructions: The Application/Agreement for an On-Loan Leave to an Educational Institution is in six parts: Sections I, II and V must be completed by the applicant. Section III must be completed by a representative of the educational institution. Section IV must be completed by the applicant's unit head, principal, area instruction or supervisor. Section VI must be completed by the Chief Education Officer or designee (which may be the head of an educational department). Section VII is for completion by the Human Resources Department.

All applicants for On-loan Leaves to an Educational Institution must submit an application/agreement for the leave, with Sections I, II, III, IV and V completed to the Department of Human Resources *before the effective date of the leave*. The Department of Human Resources will route the application for completion of Section VI and complete Section VII. If an application is submitted after the effective date of the leave, the application may be rejected or the effective date of the leave adjusted.

Section I (by Applicant): Enter all information in this section.

- Position numbers and employee identification numbers may be obtained from school principal or supervisor.
- The Board report number permitting leaves/agreement with the educational institution may be obtained from Board Office or sponsoring department.
- Current position's number of weeks is one of the following: 38.6 weeks, 42.6 weeks, 46.6 weeks or 52 weeks.
- PAT/applicants must submit evidence of 4-years teaching experience with a regular certificate and ratings of superior (or the equivalent) from prior employers. Contract principal or quota assistant principal applicants must submit minutes showing approval of the leave by local school council, or if no local school council is authorized to act, from the Area Instruction Officer.

Section II (by Applicant): Enter all information in this section after reviewing it with the educational institution.

Section III (by Authorized Educational Institution Representative): This section contains the educational institution's certification of the purpose of the leave and its commitment/agreement to reimburse the Board of Education during the period of the on-loan leave for the costs of employing the applicant.

Section IV (by the Applicant's Unit Head, ~~Principal~~ or Supervisor): Section is approval by the applicant's supervisor of the on-loan leave. It contains an acknowledgement that the applicant's current position will be held open for the first 10-school months of the leave and if the leave terminates at the conclusion of the 10-school months period, the applicant will be returned to his/her position.

Section V (by the Applicant): This section is the applicant's acceptance of the terms of the leave including a commitment to abide by the Board's policies. Section also acknowledges that period of leave is not considered toward continued contractual service for purposes of tenure.

Section VI (by the Chief Education Officer or designee): This section is the Chief Educational Officer's approval of the leave. The Chief Educational Officer's designee may be the chief of an educational department (e.g., the Office of Math & Science; Literacy etc.).

Section VII (by the Human Resources Department): Upon receipt of an application, the Human Resources Department will approve/disapprove or modify the application and route its action to all applicable departments.

**CHICAGO PUBLIC SCHOOLS
APPLICATION/AGREEMENT FOR ON-LOAN LEAVE TO AN EDUCATIONAL INSTITUTION**

Section I: Eligibility Information *(To be completed by Employee/Applicant)*

Name: _____ Employee ID# _____

Pos. No. _____ Work Location: _____ Teaching Certificate#: _____

Current position is for how many weeks: _____ Current assignment/teaching field: _____
(38.6; 42.6; 46.6; OR 52)

Board report# authorizing agreement with the educational institution: _____

Classification: *Probationary Appointed Teacher** *Tenured Teacher* *Contract Principal***
 *Quota Asst. Principal*** *Certificated Administrator*

***Probationary appointed teachers:**

Classification at time of application: PAT-1 PAT-2 PAT-3 PAT-4

Has one (1) year of appointed teacher service with CPS: Yes No

Has four (4) years teaching experience with regular certificate: Yes No

Has received superior ratings in each year of service: Yes No

****Contract Principals and Quota Assistant Principals:**

Date principal's contract expires: _____

Local School Council approval of leave? Yes No Not applicable
(If "Yes", attach copy of Local School Council minutes approving leave. If "No", leave application will be denied until such leave is approved by Local School Council. Not applicable may be checked only if there is no duly constituted Local School Council, in which case, approval must be obtained from the Area Instruction Officer.)

Section II: On-Loan Leave Employment *(To be completed by Applicant)*

Educational Institution: _____

Address of Educational Institution: _____

Length of On-loan leave: From _____ to _____

Duties and Responsibilities at Educational Institution:

Statement of how On-loan Leave will enhance student achievement within Chicago Public Schools

Section III: Educational Institution's Certification and Agreement Commitment.

The Undersigned is an official of the educational institution to whom the applicant will be loaned and is duly authorized by the educational institution to execute this application/agreement and to commit the educational institution to the terms and conditions herein. If the on-loan leave is approved, the applicant will work under the direction and supervision of the educational institution. The educational institution agrees to: 1) reimburse the Board for all of the costs of employing the applicant during the period that the applicant is loaned to the educational institution, at least on a quarterly basis within thirty (30) days of invoicing; 2) provide a progress report to the Board's Chief Executive Officer at the end of each Chicago Public Schools' semester; 3) comply with the Board's On-loan Leave to Educational Institution Policy, which is incorporated herein by reference; 4) abide by the Board's policies and agreements with respect to minimum hours of work, benefit days, and supplemental family and medical leave; and 5) report to the Board any acts of misconduct by the applicant/loaned-employee; 6) comply with all applicable local, State, and federal laws, statutes and ordinances relating to this application/agreement; and 7) hold the Board harmless for any claims, suits, damages, or losses by third parties, including reasonable attorneys fees and costs, in connection with or arising out of the acts and/or omissions of the applicant/loaned-employee, who shall be deemed an agent of the educational institution during the term of the on-loan leave. The duties and responsibilities described above truly and accurately reflect the duties and responsibilities of the position. The terms and conditions set forth above shall be applicable to all renewals of the on-loan leave of applicant to the educational institution. ~~The educational institution has or will enter a formal agreement with the Board consistent with the Board's Policy on On-Loan Leaves to an Educational Institution. The failure of the educational institution and/or the Board to execute such an agreement shall not affect the educational institution's obligation to reimburse the Board as set forth above.~~

Name of Educational Institution Authorized Representative Position

Address Telephone E-mail Address

Educational Institution's Contact Person Regarding On-loan Leave:

Signature of Educational Institution's Authorized Representative Date

Section IV: Unit Head, Principal, Area Instruction Officer or Supervisor's Approval of Application.

I have reviewed this application for On-loan Leave. The purpose of the On-loan Leave is appropriate to the services that the applicant performs at the School/Department/Unit. If granted, the On-loan Leave will improve the service of the applicant to the Board of Education of the City of Chicago and enhance student achievement. The employee is not subject to layoff or reassignment. The employee's position in my school/department will be held open for ten (10) school months and if he/she returns at the conclusion of ten (10) school months, he/she will be placed back in the position. I approve his/her application.

Supervisor's Name *Title* *Work Location*

Supervisor's Signature *Date*

Section V. Employee's Application and Acceptance of Terms and Conditions of On-loan Leave (*Application cannot be approved without employee's signature below*).

I hereby make application for an On-loan Leave. I agree to comply with all requirements of the On-loan Leave, as set forth in the Board's On-loan Leave Policy and all terms set forth in this application. In making this application for On-loan Leave, I accept and agree to the following terms and conditions of my On-loan Leave:

1. **Pay During On-loan Leave.** I understand that, if my On-loan Leave is granted, the Board of Education shall pay my salary or wage and continue to provide me all employment benefits during the On-loan Leave. I agree that I shall comply with all Board Rules and Policies while on the On-loan leave with respect to time-keeping and employee conduct.
2. **Revocation of the On-loan Leave.** I understand that an On-loan Leave granted to me may be revoked at any time by the Chief Executive Officer or his/he designee.
3. **Suspension of Probationary Period for Probationary Appointed Teachers.** I understand that under the Board's On-Loan Leave Policy that the Board will not consider the on-loan leave a break in service for seniority purposes or for tenure purposes; however, I further understand that, if I am a probationary appointed teacher, the period of the on-loan leave shall not be considered contractual continued service for purposes of achieving tenure and that the probationary period will be suspended during the period of the on-loan leave. If I return to an appointed teaching position directly after concluding the on-loan leave, my probationary period will resume at the same point it was when the leave commenced.
4. **Authorization for Release of Employment Records.** I authorize the Educational Institution named in Section II of this Application to release any records concerning my employment by the Educational Institution, including attendance records, to the Board of Education of the City of Chicago, Chief Executive Officer, upon request made by the Chief Executive Officer in writing.

Employee's Signature

Date

Employee's Printed Name

Employee's Home Telephone

Employee's Street Address

Employee's Business Telephone

Employee's City, State and Zip Code

Employee's e-mail address

Section VI. Chief Education Officer's Approval of On-loan Leave.

The application has been reviewed by Chief Education Officer. The On-loan Leave will enhance the employee's service to the Board of Education.

Approved: _____ Date _____

Section VII. Human Resources Department approval and routing.

The application has been reviewed by the Human Resources Department, contains required approvals and is complete in all respects. Employee is eligible for On-loan Leave in accordance with the Board's On-loan Leave to an Educational Institution Policy.

Approved: _____ Date _____

Routing: Upon approval, Human Resources shall route this application to:

- Personnel File
 Chief Education Officer
 Employee Supervisor
 Employee
 Accounts Receivable
 Law Department, Contract Unit