

Agreement between

# THE UNIVERSITY OF CHICAGO

and the

# **FACULTY ASSOCIATION**

of the

# **UNIVERSITY OF CHICAGO LABORATORY SCHOOLS**

**American Federation of Teachers** 

**Local 2063** 

July 1, 2023 - June 30, 2027

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#### **ATTACHMENTS**

- Letter of Agreement #1 Labor-Management Committee
- Letter of Agreement #2 2023-2027 Retirement Incentive Plan
- Letter of Agreement #3 Health and Safety (March 31, 2015)
- Letter of Agreement #4 Attendance Expectations (April 30, 2015)
- Letter of Agreement #5 Placement Process of New Faculty Members on Salary
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- Letter of Agreement #6 Interactions Between Lab Community Members
- Letter of Agreement #7 Sharing Space at Earl Shapiro Hall (Early Childhood Division)
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- Letter of Agreement #11 Summer Work Performed By Department Chairs
- Letter of Agreement #12 Audit
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#### **ARTICLE 1.**

#### Recognition

The University of Chicago Laboratory Schools, a unit of the University of Chicago (the "Employer") recognizes the Faculty Association of the University of Chicago Laboratory Schools, Local 2063, American Federation of Teachers (the "Association") as the sole collective bargaining agent with respect to the determination of wages, hours and other terms and conditions of employment for all regularly scheduled (including regular part-time) professional employees of the Laboratory Schools (including Early Childhood (EC), Lower (LS) Middle (MS) and High Schools (HS)). Included in this bargaining unit for this agreement are head teachers, assistant teachers, classroom teachers, special area teachers, school counselors, college counselors, learning coordinators, academic specialists, service learning coordinators, librarians, department chairpersons, and faculty-on-special-assignment. It excludes Director, Associate Director, Principals, Assistant Principals, Director of Student Services, Executive Directors/Directors, Academic Dean, Dean of Students, Athletic Director, student teachers, school nurses, IT employees, administrative assistants, clerical employees, administrative employees, security, maintenance and operations employees, supervisors as defined in the National Labor Relations Act, and all other employees.

#### **ARTICLE II.**

#### **Definitions**

Unless otherwise specified in this Agreement the terms "teacher" and "faculty" shall include all those employees in the bargaining unit. All provisions of this Agreement shall apply to all teachers with the following exceptions:

Article VII, Section F (Teaching Load and Assignments: General) and Section G (Teaching Load and Assignments: Specific), and Sections N and O (Personnel Policy) will not apply to assistant teachers. Unless otherwise specified in this Agreement the term "Schools" shall be understood to mean the Laboratory Schools of the University of Chicago.

The term "individual Faculty" as used in this Agreement refers to any of the Faculties EC, LS, MS, HS.

The Fall Quarter begins the first day of Planning Week and ends the school day before Winter Break. The Winter Quarter begins the school day following Winter Break and ends the school day before Spring Break. The Spring Quarter begins the school day following Spring Break and ends the weekday before Summer Break.

#### ARTICLE III.

### The Laboratory Schools Board

The Association, through its President, shall have the right to communicate its concerns about the Schools in writing to the Chair of the Board of the Laboratory Schools, which writing shall be distributed by the Chair of the Board to other Board members. The President of the Association may also make a written request to the Chair of the Board for permission to appear before the Board to make an oral statement.

#### ARTICLE IV.

### **Continuation of Faculty Committees**

Nothing in this Agreement shall be construed as precluding the operation of the individual Faculties and advisory or consultative committees of teachers and administrators in the Schools, assuming that no such committee shall operate so as to conflict with the Employer's recognition of the Association as the sole collective bargaining agent with respect to the determination of wages, hours and other terms and conditions of employment for employees in the bargaining unit.

#### ARTICLE V.

#### **Equal Opportunity Statement**

The Employer shall not discriminate in employment on the basis of race, color, religion, sex, sexual orientation, national or ethnic origin, age, disability or veteran status.

#### **ARTICLE VI.**

#### No Strike - No Lockout

During the term of this Agreement and any extension thereof:

The Employer shall not lock out its employees, and

No employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the Employer's premises, any strike, slowdown, or other refusal to render full and complete services to the Employer, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the Laboratory Schools.

#### **ARTICLE VII.**

#### **Working Conditions**

### A. <u>Academic Freedom</u>

- 1. It is the intent of the parties to ensure that teachers enjoy academic freedom in the Schools. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program, as determined by normal instructional and/or administrative procedures and as finally approved by the Administration of the Schools. Academic freedom shall also mean that teachers shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their areas of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner, and assuming that all discussion shall be maintained within the outlines of appropriate course content, be pedagogically justifiable, and be subject to the standards of good taste.
- 2. It is the intent of the parties that this Section shall not apply to routine differences of opinion or disagreements among the faculty or between the faculty and the

Administration regarding curriculum, methodology, selection of materials, or conduct of classroom teaching, and shall not apply to criticisms and critical analysis resulting from the normal evaluation of classroom teaching performance, but shall be utilized only to process claims that academic freedom, as defined in paragraph 1 above, has been clearly and positively breached by some specific, definite act or order of the Administration of the Schools.

3. Nothing in this Agreement is intended to or shall have the effect of inhibiting or limiting the right of any teacher from expressing, in a professional manner, their views with respect to any educational matter relating to the Schools.

# B. Personnel Files

- 1. The designee/s of the Director shall maintain each faculty member's personnel files in a manner which will reasonably guarantee their confidentiality. Access to a faculty member's file shall be limited to:
  - a. The faculty member, and, if the faculty member so desires, a representative to accompany them.
  - b. The Director.
  - c. The designee/s of the Director.
  - d. The Director, Human Resources.
  - e. The principal or principals under whom the faculty member is working or may be working.
  - f. A designee of the faculty member presenting separate written authorization for each and every specific examination of file requested.
- 2. If a faculty member, or a designee as described above, requests to see the faculty member's file:
  - a. The Director, Human Resources shall review its contents.
  - b. Confidential documents from the outside agencies related to the faculty member's initial employment (e.g., college placement folders) shall be placed in an envelope marked "Not to be opened by the teacher to whom these contents refer." The teacher, or the designee, shall not have access to the contents of this envelope.
  - c. Evaluative statements written prior to September 1972, shall be dealt with as follows:
    - i. Those from administrators and supervisors who are no longer with the Schools (former Directors, principals, department chairs, etc.) will be destroyed, unless said administrator or supervisor has given permission for inclusion of the evaluation in the teacher's open file.
    - ii. Those from administrators and supervisors who are now in the employ of the Schools will be returned to their authors with the option either to have them destroyed or returned, without change, to the faculty member's file.

- d. All documents in the faculty member's file, except those in the envelope marked "Not to be opened by the teacher to whom these contents refer," shall be made available for examination by the faculty member, or the designee, upon reasonable and timely request to the Director, Human Resources and in the presence of the Director, Human Resources, or their designee. The faculty member may make copies of these documents at the faculty member's own expense.
- e. A faculty member shall have the right to see the personnel file within seven (7) business days after making a request to see the file.
- 3. A copy of any evaluative material shall be given to the faculty member, and the faculty member shall have the opportunity to respond to it within ten (10) working days of receipt, prior to insertion of material in the file.
- 4. A faculty member shall have the right to have statements attached to material in the file and to add materials to the file.
- 5. All material relevant to the making of evaluative judgments regarding any faculty member and all materials concerning the conduct and performance of a faculty member shall be placed in the Director's faculty member file, which is the subject of this Section.
- 6. If the faculty member and Administration agree that certain material can be removed from the file, it shall be removed.

### C. <u>Faculty Participation</u>

The Administration recognizes the desirability and need for regular consultation with the faculty in areas of mutual interest. Therefore, the Administration will meet with the All Schools' Council to discuss any issue or policy relating to the Schools, which may be of concern to either the Administration or the Faculty. Such meetings will be planned in advance and held at least quarterly and shall be subject to the provisions of Article IV. The Director and Faculty Association shall establish a representative Steering Committee whose members shall plan and provide leadership for all meetings.

The Administration and Faculty Association agree that there is an appropriate role for the faculty in the decision-making processes of the Laboratory Schools. Further, it is agreed that it is useful to describe the responsibilities of the various faculty bodies and leadership positions, as well as to articulate the processes by which the faculty participates in decision-making. These responsibilities and processes are included in the annually updated Faculty Handbook. Appropriate administrative and faculty representatives shall decide upon modifications or changes of the processes.

#### D. Room Assignments, Set Up, and Space Use

- 1. Barring unusual circumstances that could not have been reasonably foreseen, by May 1 the Administration shall notify faculty members, especially those who use extensive equipment (e.g., science, art), if the Administration plans to change their room assignments. Appropriate administrators will consult with each teacher involved before effectuating decisions on space allocation.
- 2. In some special circumstances where room setup is unusually complicated and/or out of the ordinary, teachers and, where necessary, assistant teachers will be allowed up to three (3) paid work days during the summer. The rate shall be \$222 during the term of the contract.

- 3. Faculty members whose workspaces (classrooms, offices, etc.) face disruptions (e.g. floor replacement, major infrastructure changes, etc.) will be given sufficient notice, packing materials, and assistance so that their professional equipment and materials and personal belongings can be appropriately packed and stored.
- 4. Faculty members shall be informed in a timely manner when the room to which they have been assigned will also be used for auxiliary programming (i.e. Extended Day Programs) outside of the normal school day.
- 5. Faculty members whose classrooms are occupied by such auxiliary programs, may request (after informal attempts to resolve the matter with the appropriate auxiliary program representative have been deemed unsatisfactory) a meeting with the appropriate division Principal, the Director or Director's designee, the auxiliary program representative and a representative of the Faculty Association to discuss the matter and seek appropriate resolution.

### E. Letters of Appointment

Unless inconsistent with other provisions of this Agreement, all non-probationary faculty members will receive their individual employment contracts by the first day of Winter Quarter and must return them by February 1. Those faculty members who need additional time to resolve other employment alternatives, may, subject to the consent of the Director, indicate conditional acceptance of the contract, which must be finalized no later than April 15. Faculty members in their probationary period will receive their contracts on the last day of the Winter Quarter and must return them by the end of the first week of the Spring Quarter.

# F. Teaching Load and Assignments: General

1. The primary responsibilities of teachers at the Schools are those related to the classroom instructional program and the needs of individual students.

### 2. Workload Balancing

- a. In its planning for the number of sections and for staffing, the Administration of the Laboratory Schools shall endeavor to balance class sizes and teacher loads. The factors that comprise a teacher's load include the combination of the number of different preparations, the number of student contact hours, and the total number of students. Additional factors that comprise the overall workload include frequency of assignments requiring correction and evaluation, necessity to organize physical space and materials, frequency of progress and grade reports, and total time needed for preparation for class meetings
- b. Teachers whose teaching loads vary significantly from what is typical for the grade level or department will report that concern to their grade level or department chairs, their principal(s), and to a representative of the Faculty Association. The teacher, the grade/department chair and a representative of the Faculty Association will then meet within two (2) working days with the appropriate principal to examine the concern and seek resolution. Seek resolution means that the Administration, the Faculty Association, the grade /department chair and the teacher will engage in a pre-decision dialogue with deference to the opinions of others, a willingness to share relevant information and openness to being convinced. When the aggregate combination of the various factors exceeds the typical teaching load, the Administration will consider an adjustment in the teacher's workload. If one

factor is excessive, other factors may be reduced to keep the overall load within a reasonable range.

- 3. In general, faculty members will be assigned no more than three (3) lesson preparations. Exceptions will be made when peculiarities of subject matter and staffing require it. Faculty who are assigned four or more lesson preparations will have reduced supervision.
- 4. Workload for Classroom Teachers. The general workweek for each teacher is forty (40) hours, although it is recognized that this may vary from week to week. A teacher's workweek includes formally scheduled time, such as: teaching and supervision periods, faculty and committee meetings, parent conferences, student club meetings, and attendance at open houses and other occasional special school events. In addition, the workweek includes, but is not limited to: planning and preparation for classes, documenting, evaluating and grading student work, preparation of grade reports, extra student help time, professional development activities, communication with parents, meetings with colleagues, staffings, proctoring exams, and writing recommendations. Faculty may allocate their unscheduled time to accomplish these and other tasks necessary for them to perform their job properly. Teachers recognize the need for collaboration with other members of the faculty and administrators as well consultation with both students and parents.
- 5. Student Contact Time. Student contact time is determined by the nature of the position, varying job requirements of the divisions and departments, and past practice. Under no circumstances will assigned contact time exceed thirty (30) hours. Student contact time shall include: classroom instruction, student conferences, supervision of independent study, supervision of students during homeroom periods, supervision in the cafeteria, halls and outdoor play areas, general supervision in and around the Schools, sponsorship and supervision of clubs and student activities, proctoring exams, and chaperoning field trips or school events. The Faculty Association will be formally represented in discussion with faculty concerning schedules and workload that could lead to an increase in student contact time. Should the Administration contemplate increasing a teacher's student contact time, the Administration will meet with the Faculty Association and seek agreement concerning the proposed increase prior to implementing (i.e. reaching a final decision on) any increase in student contact time. For purposes of this paragraph, "seek agreement" means that the Administration, the Faculty Association and the teacher will engage in a pre-decision dialogue with deference to the opinions of others, a willingness to share relevant information and openness to begin convinced.

# G. <u>Teaching Load and Assignments:</u> Specific

- 1. Workload Description for Learning and Counseling Department Faculty Members
  - a. <u>Learning Coordinators</u> Learning Coordinators provide information, consultation and guidance regarding individual student learning differences and accommodations. Their responsibilities may include individual or group meetings with students, parents, faculty, and counselors, coordinating support for students, supporting teachers in the implementation of accommodations in the learning environment, creating learning profiles for students with learning challenges, and making referrals for diagnostic testing. This is not intended to be an exhaustive list of job responsibilities.
    - i. Learning Coordinators serving in Early Childhood and Lower School conduct diagnostic learning screenings.

- ii. Learning Coordinators serving in the Middle School may serve as advisors and will have no supervision duties in excess of advisory duties.
- iii. Learning Coordinators serving in the High School may serve as advisors and will be released from hall and cafeteria supervision. They will be assigned one evening chaperoning event.
- b. <u>School Counselors</u> School Counselors serve the community in support of the academic and social emotional experience of all learners. Their responsibilities may include consulting and collaborating with parents, teachers, learning and counseling members, and administration about student support, providing individual and small group counseling support, and providing support during in-school crisis. This is not intended to be an exhaustive list of job responsibilities.
  - i. School Counselors serving in Middle School are released from weekly tutorial and seminar periods and may not serve as advisors.
  - ii. School Counselors serving in High School will meet their responsibilities, including academic advising, within the following guidelines:
    - (a) They are released from cafeteria and hall supervision and may not serve as advisors.
    - (b) They will be assigned one evening chaperone event.
    - (c) They conduct four (4) advisory programs per grade level.
- c. <u>College Counselors</u> College Counselors' responsibilities may include supporting students and parents in the college selection process, guiding faculty members and administrators in aiding students and families in the process, and representing Lab and its students to college representatives. In addition, College Counselors host college-related meetings and aid with student schedule changes in support of students' college selection process. This is not intended to be an exhaustive list of job responsibilities. College Counselors' responsibilities will be met within the following guidelines:
  - i. Full-time College Counselors are placed on a 10-month contract.
  - ii. Evening obligations for each College Counselor will be limited to eight (8) per year.
  - iii. College Counselors are released from cafeteria and hall supervision.
  - iv. College Counselors may not serve as advisors.
  - v. College Counselors may schedule five (5) summer break days for college advising.
- d. <u>Academic Specialists</u> Academic Specialists provide support services to students in EC and the Lower School in all areas of academic learning, whose responsibilities may include collaborating and consulting with teachers, parents, Learning Coordinators, outside professionals, and administrators to facilitate student learning; providing in class and small group support and/or

instruction; assessing, monitoring, and documenting student progress; planning and preparing for instruction in reading; and progress monitoring. This is not intended to be an exhaustive list of job responsibilities.

# 2. Caseload Guidelines for Learning & Counseling Department Faculty Members

#### a. Early Childhood

- i. Learning Coordinators with 120 assigned students will be considered to have a full caseload.
- Academic Specialists with groups of students who receive in-class support and 26 assigned students who receive intensive support will be considered to have a full caseload.
- iii. School Counselors with 150 assigned students will be considered to have a full caseload.

# b. <u>Lower School</u>

- i. Learning Coordinators with 120 assigned students will be considered to have a full caseload.
- ii. Academic Specialists with groups of students who receive in-class support and 26 assigned students who receive intensive support will be considered to have a full caseload.
- iii. School Counselors with 150 assigned students will be considered to have a full caseload.

# c. <u>Middle School</u>

- i. Learning Coordinators with 60 assigned students who have documented learning challenges will be considered to have a full caseload.
- ii. School Counselors with 160 assigned students will be considered to have a full caseload.

# d. High School

- Learning Coordinators with 60 assigned students who have documented learning challenges will be considered to have a full caseload.
- ii. School Counselors with 150 assigned students will be considered to have a full caseload.
- iii. College Counselors with 80 assigned students will be considered to have a full caseload.

# e. <u>Process for Resolving Caseload Concerns</u>

When the caseload of a Learning and Counseling faculty member exceeds the full caseload as indicated in Article VII.G.2, an administrator, a faculty association representative, or the faculty member may submit a meeting

request to the principal to address the workload concern. Within five (5) school days of receipt of the meeting request, the Director of Student Services, the Principal, the Learning and Counseling Chair, a faculty association representative, and the faculty member will meet to address the workload concern. Within twenty (20) school days, the parties will agree to a plan to address the faculty member's workload concern.

- 3. Workload for Librarians. Librarians are responsible for library services which may include but are not limited to curricular support and instruction, collection development, cataloging, reference assistance for students and faculty, readers' advisory for students and faculty, scheduling and organizing spaces, and collection maintenance. In addition, librarians may also organize reading promotion programs and organize and promote author visits.
  - a. High School Librarians serve the entire high school population that will not exceed a ratio of 1 librarian to 325 students. They are exempt from daytime supervision duties. High School Librarians shall not be assigned an advisory.
  - b. Middle School Librarians serve the entire middle school population that will not exceed a ratio of 1 librarian to 240 students. They are exempt from cafeteria supervision. Middle School Librarians shall not be assigned an advisory.
  - c. Lower School Librarians serve the entire lower school population that will not exceed a ratio of 1 librarian to 216 students.
  - d. EC Librarians serve the entire EC school population that will not exceed a ratio of 1 librarian to 360 students. They provide library services which may include but are not limited to an oral storytelling program for all kindergarten, first, and second grade students as well as library classes for all second grade students, and reference services for parents and administrators.
- 4. Workload Description for High School and 3-8 Service Learning Coordinators
  - a. The High School and 3-8 Service Learning Coordinators' duties may include the following: planning and implementing community engagement programming across all schools, grades 3-12. The service-learning coordinators develop and maintain partnerships with community organizations, plan Middle School service-learning trips through advisory, and organize large-scale days of service for students and families 3-12.
  - b. In the High School, the Service Learning Coordinator directs the 10th grade Year of Service program, co-organizes the 10th grade retreat, works with teachers to integrate community-engaged learning initiatives into course curricula, and serves as a High School advisor.
  - c. In grades 3-8, the Service Learning Coordinator, in addition to developing and implementing the service-learning portfolio for 3-8 and supporting teachers with classroom integration, serves as an 8th grade advisor as well as leads both a Middle School seminar and an elective course focusing on community engagement and service.
  - d. This is not intended to be an exhaustive list of job responsibilities.
- 5. Workload Description for Special Area Teachers in Physical Education, Science, Art and Music, and Computer Science

- a. The workload of a special area teacher in Physical Education (PE), Science, Art, or Music will continue according to the nature of the position, varying job requirements of the divisions and departments, and past practice.
- b. When the number of students assigned to a PE, Science, Art, or Music faculty member who teaches solely in the Lower School or Early Childhood (EC) exceeds 192 students, an administrator, a Faculty Association representative, or the faculty member may submit a meeting request to the principal to address the concern.
- c. Within five (5) school days of receipt of the meeting request, the Principal, the Department Chair, the faculty member, and a Faculty Association representative will meet to address the workload concern. Within twenty (20) school days, the parties will agree to a plan to address the faculty member's workload concern.
- d. The workload of a special area teacher in Computer Science in the Lower School will continue according to the nature of the position, varying job requirements of the division and department, and past practice.
- 6. Workload Description for Cafeteria Supervision, Hall Supervision and Middle School Tutorial and Seminar
  - a. Assignment to cafeteria supervision, hall supervision and Middle School tutorial and seminar will not exceed an average of two hours a week in any quarter for any teacher. Effective in the 2019-20 academic year, assignment to Middle School and High School lunch supervision will not exceed an average of twice per month for any teacher. Assignment to sponsorship and supervision of clubs will not normally exceed an average of one (1) day a week and will never exceed an average of two (2) days a week in any academic year for any teacher. Classroom instruction will not exceed five (5) courses a week for any teacher in the Middle School and four (4) courses a week for any teacher wholly assigned those courses in the High School. Five-minute passing time for each classroom assignment will be considered to be classroom instruction time and will attach to the classroom instruction time of the receiving teacher.
  - b. Assignment of cafeteria supervision, hall supervision, Middle School tutorial and seminar, and the chaperoning of students at School sponsored social events will be equitably distributed, although it is understood that equal rotation of such assignments may not be feasible or possible. A schedule of such assignments will be periodically posted.
- 7. A teacher who is assigned to supervise a Middle School or High School Advisory will be assigned no more than four (4) additional courses in the Middle and High Schools. The role of an advisor is to provide support, guidance, and mentorship to students and their parents. The weekly classroom obligation of a Middle School advisor will be no greater than a regularly scheduled classroom obligation at the given grade level. As part of this weekly classroom obligation, a Middle School advisor will be scheduled either to sponsor an activity period or participate in a seminar period during any given week.
- 8. The schedules of part-time teachers shall be proportional to the fractions of full-time they are employed.

9. If the Administration requires a faculty member's presence before or after the academic year as established by the school calendar, the teacher shall be paid additional salary proportionate to that received during said academic year, with the exception of summer curriculum grants.

Effective in the summer before the 2019-20 academic year, Learning Coordinators will be entitled to up to ten (10) days of summer per diem work. Additional days may be granted with the approval of the Director of Student Services.

10. The Schools will make reasonable efforts to avoid scheduling part-time and full-time teachers with classroom teaching or cafeteria or hall supervision at both the beginning and end of the school day.

### 11. Co-Curricular Participation

- a. Both parties recognize not only the value of co-curricular activities (such as May Project, Rites of May, Arts Fest, class trips or retreats, and the camping program), but also the need for faculty participation in determining how best to provide a varied co-curricular program, while balancing the faculty member's time demands for classroom instruction and related activities. Participation in these programs is encouraged. Since they are voluntary, no faculty member shall be evaluated negatively or otherwise penalized if participation is not chosen.
- b. A teacher who has one or more classes canceled because of the Middle School camping program (6th grade camp, 7th grade camp, and/or 8th grade class trip) may be required to substitute up to their normal load. The Administration will make every effort to assign teachers not participating in the camping program in areas of their subject matter competence. In the absence of such assignments the Administration will assign teachers to classes in other subject areas or to other comparable professional assignments. Whatever the assignment, both the regular and the substitute teacher will be notified of the substituting assignment at least five (5) working days in advance, whenever possible. For all classes thus not covered, the existing policy for securing substitutes will be followed.
- 12. When there are evening parent conferences, the class schedule will be reduced by at least forty percent (40%) on the day of the conferences or the day following.
- 13. Unless otherwise agreed to between the Administration and the Association, or unless otherwise required by law, the number of faculty attendance days shall not exceed 179.
- 14. High School faculty members who staff the recruitment Open House will not be assigned an evening supervision for that academic year.
- 15. High School Science: One supervision assignment for up to four High School science teachers may be supervision of makeup labs for students.
- 16. High School Math: One supervision assignment for High School math teachers may be made available for additional help and extra-time testing for students on a dropin basis.

### H. Administrative Work

Faculty on assignment to do administrative work as part of their workload shall continue to be paid according to their position on the faculty salary scale.

# I. <u>Faculty Work</u>

Qualified faculty members shall fill co-curricular and extra-service positions if they can be found. The positions will be posted in accordance with the procedure described in Article XII. Written job descriptions shall be used as a guide for determining qualifications. Faculty members with relevant experience shall be consulted in developing job descriptions.

When faculty cannot be found to fill advisory, co-curricular or extra-service position positions, the Administration may fill them with qualified non-faculty employees of the Schools provided that, after consultation with the Faculty Association, it is determined that a good faith effort to find a faculty member was undertaken.

## J. <u>Teaching Assignment Procedure</u>

- 1. The Administration will inform Department Chairs of the staffing projections for the following year by the end of the first week of the Spring Quarter, and about scheduling by April 15.
- 2. The Administration will confer with the Department Chairs to determine recommendations for teaching assignments within departments for the following academic year. These recommendations will be formalized no later than May 15.
- 3. A faculty member in EC and Lower School may submit recommendations for their teaching assignment for the following academic year in writing to their principal by the end of the first week of the Spring Quarter.
- 4. Each faculty member will be notified in writing of their tentative assignment for the next academic year by the last day of school, unless specific circumstances prevent such notification, in which case notification shall be given no later than August 1.
- 5. A faculty member may request reconsideration of all or a part of the assignment by submitting a written request for reconsideration to the Administration within one (1) week after receipt of the written assignment notification. The request shall identify those parts of the assignment to be reconsidered and the reasons in support. The Administration, after taking into account the reasons advanced by the faculty member, will notify the faculty member in writing of the assignment within two (2) weeks of the request for reconsideration. The assignment will then be final and not subject to further review except by agreement between the Administration and the faculty member. In the event of a change in assignment after the start of the academic year, the faculty member will be given as much advance notice as is feasible, and the reconsideration and review procedure will be accordingly expedited.
- 6. Department Chairs will be notified of their appointments to those positions no later than April 15.
- 7. Within five (5) working days of receiving information that a faculty position will be vacant the following year, the opening shall be posted so that internal candidates may request a change in assignment. (Candidates currently filling permanent positions will not be required to re-apply through the University's on-line application procedure.)

- 8. If an existing position becomes vacant either within two weeks prior to the first day of school or during the school year, the Administration may fill the position with either a long-term substitute for the duration of the school year or a hire who will begin the three-year probationary process.
- 9. The Faculty Association acknowledges the shared value of providing transition time to long-term substitutes prior to a faculty member's leave of absence. The Administration will provide, to the extent feasible, transition time to the long-term substitutes in advance of a faculty member's long-term absence to discuss the instructional program for students.

# K. Administrators Teaching

- 1. An academic administrator with prior N-12 teaching experience and who is qualified (as determined by the Director and the Department Chair in consultation with the department) shall be eligible to teach with the understanding that there will be no reduction in teaching sections available to faculty and no qualified faculty member will be prevented from having a full teaching load. Before the decision is finalized, the Faculty Association will be notified.
- 2. The Director and the Department Chair will annually discuss the teaching performance of the administrator to determine continued service in that role.

# L. Athletic Program

- 1. The Administration acknowledges that the athletic program will function consistent with the academic mission of the Schools.
- 2. Coaches who are faculty members shall have an advisory role in the hiring of the Athletic Director.
- 3. The Faculty Association will appoint up to three (3) members on the Athletic Advisory Council as long as the advisory group continues its role.

#### M. Class Size

Class sizes within the Schools are set as indicated in the following paragraphs. Class size limits are described as "full" or "maximum". "Full" designates the normal class size limit. "Maximum" designates the upper class size limit that can be used to accommodate priority applicants as defined by the Laboratory Schools. The Administration will consult with the Faculty Association and the teacher affected before exceeding the "full" class size limit in EC, Lower and Middle Schools. In the High School the Administration will consult with the teacher to be affected before a 24<sup>th</sup> student is placed in a class, and will notify the Faculty Association whenever the "full" class size limit is being exceeded, whereupon the Faculty Association may initiate consultation. Notwithstanding the foregoing, there shall be no priority limitation on filling seats vacated by late withdrawals after July 20.

- 1. Nursery School classes are set at 22 (full) and 23 (maximum).
- 2. Kindergarten, Grade 1 and 2 classes are set at 23 (full) and 24 (maximum).
- 3. Lower School classes are set at 23 (full) and 24 (maximum).
- 4. Ensemble classes in the Music Department will be staffed with more than one teacher as determined by the Music Department Chair and Administration. Ensemble classes may exceed the class size limit of 24.

- 5. Middle School classes are set at 23 (full) and 24 (maximum). Effective in the 2020-21 academic year, Middle School classes are set at 22 (full) and 23 (maximum). Every effort will be made to balance class sizes among the different sections of the same course in the Middle School, whenever possible.
- 6. High School classes are set at 23 (full) and 24 (maximum). Every effort will be made to balance class sizes among the different sections of the same course in the High School, whenever possible.
  - a. Effective in the 2020-21 academic year, the following class size limits will apply:
    - i. High School English classes are set at 18 (full) and 20 (maximum).
    - ii. High School Analysis and Composition classes are set at 15 (full) and 17 (maximum).
    - iii. High School Early World History classes are set at 20 (full) and 22 (maximum).
- 7. The need for workstations and/or special equipment may limit the number of students in other classes including but not limited to fine arts, computer science, and science labs.
- 8. The Administration recognizes the importance of class size in teaching World Languages especially in the early years, and will endeavor to balance World Language class sizes by grade level.
- 9. The Administration will confer with the music department to review the need for additional support in music ensemble sections that have more than 24 students in grades 5-8.
- 10. As soon as enrollment numbers at a grade level exceed 6 sections, the Faculty Association will be notified in writing.
- 11. Unless specifically stated in the contract, all courses and classes are subject to the class size agreement as stated in Article VII, Section M, of the current contract. During the term of the contract, any department or grade level may petition the appropriate principal with its request for a variation of a specific class size. If agreement is reached, a joint recommendation will be made to the Director. If there is not agreement, a faculty member and a representative of their choice could request a meeting with the Director and respective principal to further discuss the issue.
- 12. Resource classes shall not exceed six (6) students.
- N. <u>Personnel Policy Respecting Persons Employed Prior to January 1, 1983: Senior Faculty and Senior Part-time Faculty</u>

The following policy and procedures are applicable only to persons employed prior to January 1, 1983:

1. Senior Part-time Faculty: If a Senior Part-time Faculty is offered full-time employment at the Laboratory Schools, this person shall become a Senior Faculty -- that is, shall acquire Full-time Senior Faculty Status -- without further need for evaluation. If, however, the shift to full-time employment is specified in writing as being for a single

year or less (such as covering another faculty on leave) then the faculty member shall return to Senior Part-time status at the expiration of this specified period.

2. A Full-time Senior Faculty may request a change to Senior Part-time status. The request must be made in writing to the Director. Such a request will or will not be granted at the sole and exclusive direction of the Director acting in the best interest of the Schools. The Director's decision will be final and dispositive of the request and shall not be grievable under this Agreement. Any such changes in status shall be voluntary on the part of Full-time Senior Faculty.

# O. Personnel Policy Respecting Faculty Hired After December 31, 1982

#### 1. Three-Year Probationary Period

A newly hired faculty member will be probationary for a period of three (3) full academic years, during which time they may be terminated for any reason (other than for a reason proscribed by Article V or for exercising any right described in Article VII.A) and without recourse at the end of any academic year upon written notice prior to the end of the Winter Quarter of that academic year. Unless a position is open because a teacher is on leave and expected to return, all newly hired faculty members will begin the probationary period, and will not have to subsequently re-apply for the same position.

### 2. Definition and Timing of Observations and Formal Evaluations

During the probationary period stipulated above in Article VII.O.1, the Principal, or in a faculty member's second or sixth probationary year, any Evaluating Administrator (defined as Principals, Assistant Principals, Deans of Teaching and Learning, Deans of Faculty, Director of Student Services) or any other administrator mutually agreed to by the Association and the Administration, and a peer evaluator will formally evaluate the teacher during the Fall and Winter Quarters of their first two years, and then in the Fall Quarter only during the third year. In place of the Principal, the Director of Student Services will evaluate Learning and Counseling Department members in their first and third years. In addition, probationary teachers will undergo a series of formal observations that will inform a Principal's formal evaluation. The following procedures for formal evaluation of probationary teachers will apply.

# a. By October 1, the following will occur:

- The Administration will inform Principals, Grade Level Chairs, and Department Chairs as to which faculty members will be evaluated during the school year. The list will consist of all probationary faculty members and faculty members in their sixth year of service.
- ii. The Grade Level Chair or Department Chair, in conjunction with the faculty member being evaluated will select a Peer Evaluator.
- iii. The Principal, in conjunction with the Grade Level Chair or Department Chair will ensure that the faculty member being evaluated has a peer evaluator.

#### b. By October 15th, the following will occur:

i. Principals will familiarize the faculty member being evaluated with the evaluation plan.

- ii. The Principal and the peer evaluator will meet to discuss the evaluation forms and process.
- c. Peer evaluations, along with formal observations will be delivered to the Principal at least two (2) weeks before the end of the Fall Quarter. Peer evaluators and observers may wish to discuss their work with the Principal before this deadline.
- d. Principals will complete and forward their evaluations, with the peer evaluation and other observations, to the Director, Human Resources, one (1) week before the end of the Fall Quarter.
- e. For probationary faculty members, there will be a second evaluation in each of the first (2) years. Peer evaluations, along with all formal observations will be delivered to the Principal at least two (2) weeks before the end of the Winter Quarter. Peer evaluators and observers may wish to discuss their work with the Principal before this deadline.
- f. Principals will complete and forward their evaluations, with the peer evaluation and other observations, to the Director, Human Resources, one (1) week before the end of the Winter Quarter.
- g. The criteria and the forms to be used in these evaluations are specified in the Appendix "Faculty Evaluation Policy."
- h. Formal observations may continue to be conducted at any time after the formal evaluation has been completed.
- i. Evaluating Administrators or any other administrator mutually agreed to by the FA and administration may conduct the evaluation during the second year and the sixth year unless there are documented concerns, in which case a Principal will address those concerns, because the Association and Administration recognize the importance of the direct supervisor, i.e., a Principal's evaluation in such cases.
- 3. <u>Formal Observation Procedure</u>. Formal observations will be conducted as follows: evidence will be collected during an observation of an entire lesson, teaching period or other appropriate period for non-teaching faculty, and recorded on a faculty observation form. Each formal observation will be followed by a collaborative conference between the faculty member and the observer. For scheduled observations, a pre-conference discussion may be appropriate. Trained peer evaluators, department or grade level chairs, and Evaluating Administrators may conduct formal observations.
- 4. <u>Formal Evaluation Procedure</u>. The annual evaluation summary consists of all evidence collected during the probationary period, such as: observation evidence, professional development evidence, and/or documentation reflecting collaboration with other faculty members, from a colleague or mentor (during the 4<sup>th</sup> 6<sup>th</sup> years), gathered over the course of the year. Evidence may also include information gathered by the faculty member or Evaluating Administrator, such as student or parent feedback, special projects or committee work, and special awards or recognitions. The Evaluating Administrator completes the annual evaluation for every probationary faculty member.

- 5. <u>Mentors</u>. A probationary faculty member will consult with their assigned mentor during the probationary period. The mentor and mentee are expected to develop a relationship based upon strict confidence.
- 6. <u>Successful Completion of Probationary Period</u>. Upon successful completion of the probationary period, a faculty member will be offered a three-year rolling contract, during which period they may be terminated at any time only for cause (including incompetence), or at the end of any academic year upon one (1) year's notice because of curtailment of any academic program or reduction in staff. The three-year rolling contract is renewed each year, upon successful completion of an evaluation process, which will include the formal evaluation in the sixth year <u>and may include voluntary</u> self-evaluations during the fourth and fifth year.
- 7. <u>Sixth-Year Evaluation Procedure</u>. Each faculty member will next be evaluated after completing five (5) years of service at the Laboratory Schools (that is, in the sixth year). Both the Evaluating Administrator and the peer evaluators will complete formal observations during the Fall Quarter, according to the procedure specified above in Article VII.O.2. An exception to this procedure will be made if an Evaluating Administrator's observation schedule in a given year doesn't provide sufficient time for the process; therefore, some evaluations may be scheduled for the Winter Quarter by mutual agreement between the Evaluating Administrator and the faculty member.
- 8. <u>Satisfactory Sixth-Year Evaluation</u>. If the faculty member is progressing satisfactorily, the evaluation process will result in the Administration issuing a positive written evaluation and a new three-year rolling contract would begin the subsequent year.

#### 9. <u>Evaluation Cycle</u>

Teacher	Observer	Evaluator	Formal Observations	Documentation (Minimum)
Probationary 1	Administrator,	Principal or	3 Administrator	Observations
	Peer, Mentor	Director of	2 Peer	Evaluations (4)
		Student		
		Services, Peer		
Probationary 2	Administrator,	Evaluating	2 Administrator	Observations
	Peer, Mentor	Administrator,	2 Peer	Evaluations (4)
		Peer		
Probationary 3	Administrator,	Principal or	1 Administrator	Observations
	Peer, Mentor	Director of	2 Peer	Evaluations (2)
		Student	:	
		Services, Peer		
Senior Year 4				Optional
				Self Evaluation
Senior Year 5				Optional
				Self Evaluation
Senior Year 6	Administrator,	Evaluating	1 Administrator	Observations
	Peer	Administrator,	1 Peer	Evaluations (2)
		Peer		

### 10. Self-Evaluation Program for Faculty

- a. The Administration and the Faculty Association jointly recognize the value of reflection on teaching practice to support professional growth, promote a culture of collaboration, develop professional practice, and enrich students' learning experiences. The Self-Evaluation Program is intended to foster faculty's meaningful reflection on teaching throughout their career at the Laboratory Schools, and faculty are invited to design self-reflection programs that involve collaboration, observation of themselves and other teachers within and outside the Laboratory Schools, research, curriculum and pedagogical design and experimentation, or other experiences that may lead to a deeper, more meaningful reflection on the faculty's work as teachers and professionals. The Self-Evaluation Narrative is intended as a summary of the work and reflection that a faculty member designs and engages in during their Self-Evaluation year.
- b. The Self-Evaluation Program is for non-probationary faculty members and participation will occur in every other year beginning in year 8 of employment. Participation is optional for faculty members in years 4 or 5 of employment. Participation is also optional for non-probationary faculty members in a non-self-evaluation year, for example year 9, year 11 and so on.
- c. The self-evaluation is a yearlong program in which the faculty member reflects on professional practice, classroom and professional goals, professional growth opportunities, and the faculty member's impact on student learning experiences. The Self-Evaluation Program may be completed individually, with a peer, or in a collaborative group.

### d. Self-Evaluation Program

- i. By June 15<sup>th</sup>, the Administration will notify faculty members who will be participating in the Self-Evaluation Program in the upcoming academic year and also provide a list of participating faculty members to principals.
- ii. By October 15<sup>th</sup> in the self-evaluation year, the following will occur: Faculty members participating in the Self-Evaluation Program shall identify a Supporting Administrator for the Self-Evaluation Program and obtain their agreement to work with the faculty member on the self-evaluation. The Supporting Administrator may be any of the following: principals, assistant principals, the Director of Student Services, Dean of Faculty, Dean of Teaching and Learning, and other administrators with the approval of the Director of Human Resources or their designee. The Principal shall ensure that each participating faculty member has selected a Supporting Administrator.
- iii. Prior to the Thanksgiving holiday, the faculty member will submit to the Supporting Administrator an initial draft of their Self-Evaluation Narrative, which will include the features of the faculty member's Self-Evaluation Program and may include such components as scope, timeline, anticipated goals, and logical milestones. The Self-Evaluation Narrative may be modified throughout the self-evaluation year. The topic of self-study may be continued into subsequent self-evaluation years.

- iv. The faculty member and the Supporting Administrator shall meet at least twice during the course of the self-evaluation year to discuss the self-evaluation: the first meeting will occur before Winter Break and the second meeting will occur between April 1 and May 15. Additional meetings may only be requested by the faculty member at the faculty member's discretion.
- v. Between April 1 and May 15, the faculty member will complete the Self-Evaluation Narrative and submit it to the Supporting Administrator. In lieu of a narrative, the faculty member may choose to have a meeting with the administrator or make a presentation to interested faculty members. Following submission of the Self-Evaluation Narrative, the faculty member will meet with the Supporting Administrator to discuss the self-evaluation generally, the Self-Evaluation Narrative, to reflect on the self-evaluation's impact on classroom practice and professional growth, and to discuss feedback the Supporting Administrator may have. The faculty member may request a written response to the narrative or presentation from the administrator.
- vi. The purpose of the Self-Evaluation Narrative is to document and reflect on the Self-Evaluation Program and professional growth; while Self-Evaluation the faculty member's Narrative or documentation of completion of the process such as a presentation, administrator response, or record of discussion, will be included in their personnel file, the contents of the Self-Evaluation Narrative will not be used by the administration as a basis for disciplinary or adverse action, or for beginning the procedure outlined in the Personnel Policy (Article VII.O.11, Procedure Where Documented Serious Concerns Exist After Probationary Period). No other faculty member selfevaluation work product will be included in the personnel file except by request of the faculty member.
- vii. Participation in the Self-Evaluation Program is a requirement for faculty with 8 or more years of employment.
- 11. <u>Procedure Where Documented Serious Concerns Exist After Probationary Period</u>. In the event that the administration can document serious (non-disciplinary) concerns about a faculty member's performance after the probationary period has passed, the following procedure shall be followed:
  - a. **Performance Improvement Plan.** The division Principal shall hold a conversation with the faculty member to outline the concerns, discuss remedies, and discuss goals for improvement. The faculty member may, at their option, request to be accompanied by a representative of the Faculty Association or any other faculty member. Informed by this conversation, the Principal will write and implement a Performance Improvement Plan (PIP) which states the concerns, provides specific examples, sets specific goals which may include required professional development, and establishes a timeline and schedule of regular meetings over a period of 30-90 days during the school year to monitor progress towards goals.
  - b. **Notice of possible nonrenewal and Formal Evaluation.** If concern(s) remain after the PIP has concluded, the Director shall send a written statement to the faculty member and the Principal shall initiate a Formal Evaluation.

- i. The Director's statement shall indicate that nonrenewal of the three-year rolling contract is under consideration, identify the concern(s) as specifically as possible, and include all available documentation. The concern(s) shall be related to departmental or grade level criteria, clearly defined school policy, or generally accepted professional standards.
- ii. The Formal Evaluation shall use the process specified for the sixth-year evaluation, including the mandatory peer evaluation. The Principal shall provide advance notice of the evaluation to the Faculty Association. At the conclusion of the evaluation, the Principal shall write a formal evaluation statement. The statement shall specify in detail the continuing areas of concern and document specific actions, practices, and behaviors that do not meet applicable standards or policies.
- c. Assistance Program. Following an unsatisfactory formal evaluation, an assistance program shall be developed to strengthen the faculty member's performance in the areas that are judged deficient. The Principal, the faculty member, and the peer evaluator will all be involved in developing the program and setting specific goals.
  - i. The program may include discussions, required professional development, and/or guidance, involving persons mutually agreed upon.
  - ii. The program will include specific goals.
  - iii. The program shall last no less than one month and no more than three (3) consecutive academic quarters (excluding Summer Quarter).
  - iv. The faculty member's progress through the Assistance Program shall be evaluated by the Principal and a peer evaluator at least once per quarter. Each evaluation shall consist of a minimum of two (2) classroom observations by each of the Principal and the peer evaluator, with conferences following each observation, and a formal written assessment. The evaluation shall focus on progress toward achieving the specific goals identified in the assistance program.

# d. Options during and following the process.

- i. Contract renewal. At any time during the Documented Serious Concerns process, the Director may determine that the concern(s) have been resolved, end the Assistance Program, and decide to issue the faculty member a new rolling three-year contract. If the faculty member receives three (3) consecutive satisfactory evaluations, the last of which is in the Fall Quarter of the second or third year of the existing contract, the Director shall issue a new rolling three-year contract when contracts are next issued (generally, the first day of the next Winter Quarter).
- ii. Resignation. At any time during the Assistance Program, the faculty member may opt to resign effective at the end of the current school year. In these circumstances, the teacher shall receive a one-time payment equal to 50% of their salary in the year of resignation.

- iii. Termination. Where concern(s) remain at the conclusion of the Assistance Program, on the advice of the Principal, the Director may issue the faculty member a notice of non-renewal of their contract. If the notice is issued by the end of Winter Quarter, the faculty member may be terminated at the conclusion of the year in which they receive the notification. If the notice is issued after the end of the Winter Quarter, the faculty member shall be contracted to work through the upcoming school year if they do not accept a contract buyout under subsection ii above.
- iv. Under the provisions of this section (VII.O) no full three-year rolling contract shall be reduced to less than two years.
- 12. In the event of termination for cause during the term of any contract, the faculty member may challenge the termination by submitting a written grievance within ten (10) days of the receipt of notice of termination to the Director, who will meet with the faculty member and a representative of the Association, if the faculty member so requests, within ten (10) days thereafter to discuss the grievance. If the grievance is not resolved to the satisfaction of the teacher within ten (10) days after the meeting, the faculty member or the Association on their behalf may within the following ten (10) days invoke final and binding arbitration by submitting a written request therefore to the Director. The Director (or their designee) and the faculty member (or the Association on their behalf) shall select an arbitrator within seven (7) days after receipt of the request for arbitration. If the parties fail to reach an agreement on an arbitrator within that period, the arbitrator shall be selected under the voluntary labor arbitration rules of the American Arbitration Association, which rules shall govern the arbitration proceedings. The issue to be determined in the arbitration is whether there has been cause for the termination. The decision of the arbitrator shall be final and binding. The Schools and the faculty member or Association shall equally bear the arbitrator's fees and expenses.
- 13. In the event of a curtailment or elimination of a program, the Administration will consult with the Faculty Association concerning those faculty members affected. The Administration will consider a faculty member's qualifications to teach at the available class level and subject matter, the length of service, and previous written performance evaluations. Length of service shall mean length of continuous employment, including approved, completed leaves of absence, at the University of Chicago Laboratory Schools. (Employment as an assistant teacher will not be included in determining length of service for a teacher.) Any grievance concerning the application of these criteria must be filed within ten (10) school days of notification of the reduction to the faculty member. If, after a curtailment or elimination of a program, the program is reactivated or staffing levels increase, a laid off faculty member who has worked under a three-year rolling contract will retain the right of recall to their position for a period of three (3) years from September 1st following the date of layoff.

#### P. Personnel Policy Respecting Assistant Teachers

 Assistant teachers work on an annual contract. All assistant teachers will be notified, in writing, by April 15 whether or not they will be continuing in their current assignment for the following school year. All assistant teachers in year 4 or greater will work on a two-year rolling contract. The two-year rolling contract is renewed each year.

- 2. Assistant teachers hired after December 8, 2020 will be probationary for a period of 3 years per the terms of the CBA. After satisfactory completion of the probationary period assistant teachers will be offered a two-year rolling contract.
- 3. An assistant teacher's duties include, but are not limited to: supporting classroom instruction, attending parent nights, parent teacher conferences, professional development days, and planning days, assisting in classroom set-up and cleanup, attending monthly school faculty meetings, attending team meetings and assisting with arrival and dismissal.
- 4. Assistant teachers in good standing who lose their positions due to the head teacher's retirement, resignation, reassignment, or dismissal are entitled to an equivalent position for the remainder of the school year and the following one.
- 5. Openings for assistant teachers will be posted according to the procedure specified in Article VII, Section J.7. Assistant teachers currently employed who apply shall be considered and interviewed for such openings before any outside applicants.
- 6. Assistant teachers can be terminated at any time only for cause. Article VII.O.12 shall also apply to assistant teachers terminated for cause.
- 7. Probationary assistant teachers and non-probationary teachers will receive their contracts by the last day of winter quarter.
- 8. The contract for an assistant teacher shall not be reduced to less than 2 years.

#### 9. Evaluation Process

- For an assistant teacher in their first year the evaluation will be done twice, as a. it is done with probationary head teachers. The first evaluation, completed approximately one (1) week before the end of the Fall Quarter, will give the assistant teacher constructive feedback that they can implement and develop The second evaluation will be completed during Winter Quarter. approximately one (1) week before the end of Winter Quarter. The principal will formally evaluate the assistant teacher with the input of the head teacher. Using information gathered during the principal's own evaluation of the assistant teacher and input from the head teacher, the principal will decide whether the assistant teacher will be rehired to return to their present classroom or, if appropriate, rehired to teach in another classroom. If the information gathered in the evaluation indicates that non-renewal is appropriate, the principal may also decide not to renew the assistant teacher's contract for the following academic year.
- b. Assistant teachers will again be evaluated in their second year and every third year thereafter either in the Fall or Winter Quarter. After the first-year evaluation, any Evaluating Administrator may serve as the evaluator.
- c. During the evaluation periods described in 9a and 9b, the principal will formally evaluate the assistant teacher with the input of the head teacher. Using information gathered during the principal's own evaluation of the assistant teacher and input from the head teacher, the principal will decide whether the assistant teacher will be rehired to return to their present classroom or, if appropriate, rehired to teach in another classroom. If the information gathered in the evaluation indicates that non-renewal is appropriate, the principal may also decide not to renew the assistant teacher's contract for the following academic year.

- d. If for any reason, after the second year of working with an assistant teacher, the head teacher can document that the assistant teacher's work is not satisfactory, the head teacher must request that the principal initiate the evaluation process outlined for first-year assistant teachers. The concern shall be related to the job requirements of assistant teachers, clearly defined school policy, or generally accepted professional standards. The principal shall send to the assistant teacher a statement of the concern which shall be as specific as possible and shall include all available documentation. The principal will initiate the evaluation process if they receive such a request, or if they can otherwise document that an assistant teacher's work is unsatisfactory. At the conclusion of this evaluation process, the principal shall write a formal evaluation statement that will be shared with the assistant teacher and the principal. The statement shall identify in detail whether continuing concerns exist and document specific actions, practices, behaviors that do not meet applicable standards or policies, and a written statement to the assistant teacher that nonrenewal of the two-year rolling contract is under consideration.
- e. Following an unsatisfactory formal evaluation, described in 5d, an assistance program shall be developed to strengthen the assistant teacher's performance in the areas that are judged deficient. The Principal, the assistant teacher, and a peer identified by the faculty will all be involved in developing the program and setting specific goals. The program may last no more than ninety (90) school days. Depending on the effective date, the program could continue into the following academic year.
- f. The principal shall continue periodic evaluations until the deficiencies are resolved or until the assistance program is completed. The evaluations shall consist of a minimum of two (2) classroom observations by the Principal, with conferences following each observation, and a formal written assessment. Conferences may be attended by the head teacher. The evaluation shall focus on progress toward achieving the specific goals identified in the assistance program.
- g. If the Director and Principal do not believe that the assistant teacher's contract should be renewed, the assistant teacher will be notified immediately, but no later than May 15 of the school year in which the assistance program ends.
- h. An assistant teacher, who has been notified in writing of ongoing concerns and who has received an unsatisfactory formal evaluation, may opt to resign effective at the end of the current school year. This election shall be made within 30 days of receiving the evaluation in 9d.

# Q. <u>Safety and Health</u>

- 1. The Laboratory Schools, utilizing resources available to it and the University of Chicago, and in keeping with both recognized safety and occupational health standards and standards designated for schools, shall make provisions for the safety and health of its employees during their hours of employment.
- 2. In the event of a suspected hazardous situation, faculty may act quickly to prevent harm pending instructions from a responsible administrator.
- 3. In the event of a suspected potential hazard, the Administration will respond with urgency, securing the area in question, and initiating an immediate inspection by appropriate University personnel.

4. A standing Administration/Faculty Association Committee on Health and Safety will meet at least quarterly. Its responsibilities will be: 1.) To articulate and publicize procedures for reporting health and safety concerns; 2.) To promptly address any Health and Safety concerns that arise, and recommend an adequate timeline for the inspection and, if necessary, the resolution of the reported problem; and 3.) To organize health and safety training for faculty and staff.

# R. <u>Investigations and Due Process</u>

In an investigation of alleged misconduct by a faculty member, the accused faculty member has the following rights and obligations:

- 1. If the accused faculty member is required to attend an investigatory meeting, they have the right to reasonable advance notice (typically two (2) days) of the purpose of the meeting and the nature of the issue at hand.
- 2. If the accused faculty member is required to attend an investigatory meeting, they have the right to be informed in advance that they have the right to be accompanied by a representative of the Faculty Association.
- 3. During an investigatory meeting at which a faculty member has chosen Faculty Association representation, the faculty member has the right to engage in reasonable, non-disruptive consultation with a Faculty Association representative.
- 4. A faculty member who is instructed to attend an investigatory meeting must respond in a reasonably prompt manner (typically two (2) days) and indicate whether they wish to have a Faculty Association representative present at the meeting and must cooperate in the process of scheduling the meeting.
- 5. Providing the accused with a reasonably detailed written account of the findings made in the investigation and a specific description of corrective action or other consequences of the investigation (if any) to be taken with regard to the accused.
- 6. Allegations that one or more of the above due process rights were denied to a faculty member may be presented in a grievance challenging whether there was just cause for corrective (i.e. disciplinary) action, but not in a separate grievance.

#### **ARTICLE VIII.**

#### **Professional Development**

# A. <u>Description</u>

The Board of the Laboratory Schools joins with the Faculty Association in a commitment to the importance of professional development. The Administration will work with the faculty members, through the All Schools' Council, to ensure that professional development meets the needs of the Schools and faculty members in a fair, systematic, and meaningful manner. During the term of this Agreement, unless otherwise agreed to by the parties, full-time faculty members will receive pay for scheduled professional development days and may request funding to defray the cost of specific professional development activities. Additionally, professional development funds will be established and faculty members may request from their chairs, principals, and/or Director, payments from that fund to defray the cost of specific professional development activities, including, but not limited to, courses at the University of Chicago or elsewhere. In considering requests for paid professional development days or professional development funding, the Administration shall take into account, within available resources, the educational needs of the teacher as well as those of the Schools.

- 1. The Director's designee, representatives of the All Schools' Council, and the Administration will work together when planning scheduled professional development programs in order to ensure that such programs are of high quality and pedagogically pertain to all proposed participants.
- 2. The Director's designee for professional development, principals, and/or the Director will work together to ensure that requests for professional development pay and/or funding are fairly considered and equitably distributed.
- 3. For the duration of this contract, at least two (2) regularly scheduled workdays after Planning Week in each academic year will be designated as professional development days. Faculty who identify a professional development opportunity that conflicts with these two professional development days may seek permission from the Associate Director of Schools to attend the alternate professional development opportunity.
- 4. An orientation program for faculty members new to the Laboratory Schools will convene during the week before Planning Week and continue throughout the first year of employment. The program, to be developed by a sub-committee of the All Schools' Council, will be designed to assist with the transition to the University, the Schools, and the philosophical base upon which the Schools operate. Participation in this program throughout the year is an expectation of employment.

### B. Continuing Education

The Administration and Faculty Association recognize the value of continued professional development through taking courses at the University of Chicago. Full time teachers can audit classes at the University of Chicago (with no formal credit) at no charge, provided the professor and the appropriate program/department director approve.

# C. Paid Study Leave

- 1. <u>Program Objective</u>. The purpose of the Paid Study Leave is to enhance the professional quality and effectiveness of the teaching staff of the Laboratory Schools and shall not be restricted to formal academic studies.
- 2. <u>Candidacy</u>. Any non-probationary teacher may, after six (6) or more years of continuous service, apply for a leave not in excess of one (1) school year. Faculty members who have had one Paid Study Leave shall be eligible again after five (5) full years following the first Paid Study Leave.
- 3. <u>Application</u>. The faculty member shall submit a request for Paid Study Leave to the Director and Principals no later than six (6) months prior to the proposed leave. The application shall specify in as precise a way as possible the plans that the faculty member has for the Paid Study Leave. It is expected that the faculty member will accept a leave in good faith and intends to return to the Laboratory Schools.
- 4. <u>Granting the Leave</u>. Paid Study Leaves shall be granted at the discretion of the Director and with the approval of the appropriate University official. The Schools will maintain a fund of \$200,000 per year and will pay up to full salary for a leave of three (3) months or less. For leaves longer than three (3) months, a faculty member will receive up to seventy-five (75) percent of base salary. The determination of a faculty member's rate of pay while on a Paid Study Leave will be at the sole discretion of the Director.
- 5. <u>In awarding Paid Study Leaves, Director and Principals shall consider the following factors:</u>
  - a. Whether the applicant has already taken a Paid Study Leave or is applying for their first such leave;
  - b. The seniority of the applicant in terms of their service at the Laboratory Schools:
  - c. The seniority of the applicant in terms of their total experience;
  - d. The diversity of applicants:
  - e. The purpose of the proposal.

#### 6. <u>Conditions</u>

# a. Salary and Insurance Coverage

i. The faculty member shall receive any salary increments that would accrue under normal terms of employment, both for the time of the absence and for the time of return.

- ii. While on Paid Study Leave the faculty member shall be able to maintain all insurance coverage to which the faculty member has subscribed as a full-time staff member by paying the employee share of the premium (where required) in advance.
- b. <u>Employment Status</u>. A faculty member on Paid Study Leave does not sever employment with the University of Chicago. Upon return the faculty member will be returned to their original position or one of equal or greater responsibility.

# D. <u>Professional Days</u>

- 1. Faculty Members may use up to one (1) regularly scheduled workday per school year in the 2019-20 academic year, and effective in the 2020-21 academic year up to two (2) regularly scheduled workdays per school year, as Professional Day(s) to be used for professional work such as writing college recommendations, student report writing, narrative writing, grading, or in-school pedagogically appropriate professional development activities.
- 2. Principals and/or the Director's designee for professional development will ensure that requests to schedule the Professional Day will be equitably distributed among faculty.
- 3. A teacher who commits to writing twenty or more college letters of recommendation in an academic year will have an additional Professional Day.

### E. <u>Area of Concern, Growth or Development</u>

- 1. If the Division Principal can demonstrate an area of concern, growth, or need for development for a faculty member, the Principal can assign specific professional development to address those areas. The professional development assignment will be reasonable and feasible for the faculty member. Participation in the professional development will occur during the school day, unless agreed to by the faculty member. The administration will cover the cost of the professional development.
- 2. The faculty member who is assigned professional development may appeal concerns about feasibility and reasonableness to the Director.

# F. <u>Diversity, Equity, and Inclusion</u>

- 1. Faculty leaders who plan for divisional meetings will incorporate programming that supports more equitable and inclusive practices in the school.
- 2. The following statement of support for DEI work at Lab is agreed to by the Administration and Faculty Association and will be included in the Employee Handbook. A commitment to diversity, equity, and inclusion by members of the administration, faculty, and staff is imperative to support the goal of providing an experience of respect and belonging for all members of the Lab community. This work is not easy, and amounts to a lifelong journey. Our mission of honoring diversity requires ongoing clarification and action. It cannot be the mere presence of a diverse population; it means actively working towards valuing the humanity in each of us, with grace and thoughtful partnership. Further, it requires us to acknowledge where we have unearned power over others because of aspects of our social identity that carry more privilege in our society. For our community to grow in inclusivity and belonging, we can start by taking the following actions: collective participation in DEI meetings, individual self-awareness, and growth through self-study.

- 3. Of the in-house DEI professional development sessions, three will be designated as required. All faculty will attend these three DEI professional development sessions each year (dates to be communicated to faculty during planning week). These three required meetings are in addition to any DEI meetings occurring during planning week or on professional development days. Those with coaching responsibilities are expected to fulfill this requirement by finding appropriate coverage for their coaching responsibilities, unless the sessions coincide with a competition.
- 4. All faculty will be required to attend an annual training on microaggressions during Planning Week.
- 5. During the term of this contract, a member of the School's DEI office and one (1) faculty member will be offered mediation training.

#### ARTICLE IX.

#### **Grievance Procedure**

# A. <u>Definition and Purpose</u>

The purpose of the grievance procedure is to provide a mechanism for problem solving and resolution of claims of violations, misinterpretations, or misapplications of any provisions in this Agreement. Any failure to adhere to existing language may be handled through the grievance procedure.

#### B. Coverage

- 1. Any individual faculty member belonging to the bargaining unit has recourse to this grievance procedure.
- 2. The Association may bring a grievance under this procedure alleging violation of any clauses in the Agreement granting rights to the Association as an organization.
- 3. As hereinafter used in this Article, the term "faculty member" shall refer to whichever of the following applies:
  - a. An individual grievant, of whatever contract status, or
  - b. A representative of the Association duly empowered under its Bylaws to act for it in grievances, in the event the grievant is the Association.
- 4. The grievance procedure is available to any faculty member terminated for cause during the term of their contract, except that those faculty members hired prior to January 1, 1983 may exercise their option to seek recourse under the Amendment to the Personnel Policies in cases where the procedures of Section I of that amendment apply.
- C. At any step a grievant may be accompanied by a person of their choice.
- D. Grievances shall be processed as rapidly as is possible while ensuring equity. The time limits defined below are maxima, and both parties shall strive to accelerate the procedures.
- E. Both parties will respect the time limits defined in the Agreement. The time limits, however, may be extended by mutual agreement.

F. Any investigation or other handling or processing of any grievance shall be conducted in such a way as to minimize interference or interruption of the instructional program. If by mutual agreement between the Administration and the faculty members involved it is necessary to use time during the regular school day in the handling or processing of a grievance, faculty members shall be relieved of classroom and other duties without loss of pay. No individual shall suffer harassment or reprisal for participation in any way in the handling or processing of a grievance.

#### G. The Steps in the Grievance Procedure

- 1. <u>Informal Problem Solving</u>. An attempt shall be made to resolve any grievance in informal, verbal discussions between the faculty member and the relevant administrator. To utilize the Informal Problem Solving option fully, the faculty member is encouraged to reach out to the administrator and begin discussions as soon as possible after the occurrence giving rise to the grievance. Where more than one administrator is concerned in the matter at issue, all shall be party to such Informal Problem Solving discussions. Either party may discontinue these Informal Problem Solving discussions by so notifying the other party in writing.
- 2. First Step. In the event the grievance is not resolved informally, the aggrieved faculty member may file the grievance in writing with the relevant administrator(s) against whom the grievance is being directed so long as it is done within thirty (30) calendar days of the occurrence giving rise to the grievance, or within thirty (30) calendar days from that time a reasonably alert person should have been aware of the event giving rise to the grievance. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement allegedly violated, and shall state the remedy requested on the grievance form. In the interest of collaborative problem solving, the faculty member and the administrator against whom the grievance is directed may meet within ten (10) school days after such grievance is filed to discuss the grievance in an attempt to resolve it. The administrator against whom the grievance is directed shall make a decision on the grievance and communicate it in writing to the faculty member, the Director, and the Association President within ten (10) school days after receipt of the written grievance or, if a grievance meeting occurred, within ten (10) school days of the First Step grievance meeting.
- 3. Second Step. Within ten (10) school days of the receipt of the decision at the First Step, the aggrieved faculty member may appeal the grievance to the Director by sending a copy of the grievance form to the Director. Within ten (10) school days after such written appeal is filed, the faculty member and the Director or a designee shall meet to resolve the grievance. The Director or a designee shall file an answer within ten (10) school days of the Second Step grievance meeting and shall communicate it in writing to the relevant administrator and, if the Association is not the grievant, to the President of the Association. The appeal of either a Director's decision or an unresolved concern shall go to either arbitration, the in-school grievance procedure, or, by mutual agreement, to discussion with others within the Laboratory Schools/University community. If the alternative process does not resolve the grievance, the aggrieved faculty member may proceed to the Third Step.
- 4. Third Step. If the aggrieved faculty member is not satisfied with the Director's decision at Step Two, the faculty member may appeal that decision by notifying the Director in writing of the intention to do so within ten (10) school days of the receipt of the Director's decision. That appeal will follow one and only one of the following: impartial, binding arbitration as described in paragraph 5 below, or in-school grievance procedure as described in paragraph 6 below. Impartial, binding arbitration

will be used unless otherwise specified by paragraph 6 below. An arbitrator shall decide disputes about whether a grievance is subject to arbitration.

### 5. Impartial Binding Arbitration

The arbitration shall be conducted by an arbitrator to be selected by the parties within seven (7) school days of the notice of appeal of the Step Two decision. If the parties fail to reach agreement on an arbitrator within seven (7) school days, the arbitrator shall be selected by the voluntary arbitration rules of the American Arbitration Association. These rules shall in either case apply to the arbitration proceedings. The arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented in writing and the decision must be based solely and only upon interpretation of the meaning or the application of the express relevant language of the Agreement. The decision of the arbitrator, if made in accordance with the arbitrator's jurisdiction and authority under the Agreement, will be accepted as final and binding by the parties to the dispute and both will abide by it. The parties to the dispute will equally bear the expenses of the arbitrator's services.

# 6. <u>In-School Grievance Procedure</u>

- a. This procedure shall be followed if and only if:
  - i. Both parties agree to use it, or
  - ii. The written grievance completed in Step One alleges violation of one or more of the following clauses of the Agreement:
    - (1) Article VII, Section A: Academic Freedom
    - (2) Article VII, Section C: Faculty Participation
- b. The grievance shall be submitted to a grievance committee whose composition, procedures and disposition of finding shall be as follows:
  - i. The In-School Grievance Committee shall consist of five (5) members. The Director shall appoint one (1) member and the aggrieved faculty member shall appoint one (1) member. These two appointees shall be members of the Laboratory School faculty or administrative staff. The remaining three (3) members will be determined in the following manner: within two (2) days following their appointment, the Director and the aggrieved faculty member's appointees shall attempt to reach a mutual agreement on the three (3) additional members of the committee to be chosen from the entire Laboratory Schools faculty; if mutual agreement is not achieved within two (2) days, the three (3) members will be selected within three (3) days by alternately striking from a list of non-probationary faculty. The entire committee will select the committee's chairperson from among the three (3) members last selected.
  - ii. The members of the committee chosen by the faculty member and the Director shall take part in the questioning of such witnesses as may come before the committee. They shall have voice but no vote in the deliberations of the committee. Decisions of the committee shall be by majority vote of the three (3) faculty members last selected.

- iii. The Director shall make available to the committee all non-confidential documents relevant to the grievance. The aggrieved faculty member may submit documents and/or a written statement of their position and their reasons for it.
- iv. The first step to be taken by the grievance committee shall be to examine the documents and, on the basis of them, to determine whether or not grounds for further inquiry exist. This judgment shall be based on the definition of "grievance" in Section A of this Article. If the committee finds there is not a grievance, it shall submit its finding, together with its reasons, to the Director, the faculty member, and the President of the Association. Such a finding shall terminate the proceedings and be dispositive of the grievance.
- v. In the event of a grievance arising late in the school year, the committee may defer consideration of the matter until the next year.
- vi. The faculty member and/or representative designated by the faculty member, and the Director and/or representative designated by the Director shall have the opportunity to be present when the committee is questioning any witness. The aggrieved faculty member and the Director shall have the right to examine all records, documents, and reports considered by the committee.
- vii. The committee shall issue a written report to the faculty member, to the Director, and to the President of the Association. This report shall include the findings of fact, the conclusions of the committee, the committee's recommendations, and a summary of its procedures. The committee chairperson will retain a copy of the report, pending possible review.
- viii. The grievance committee's report shall be completed as soon as possible, but no later than ten (10) school days after its first meeting unless the members of the committee chosen by the Director and the aggrieved faculty member agree to an extension.
- ix. In the event the Director or the aggrieved faculty member disagrees with the grievance committee's recommendations, a copy of the committee's written report shall be sent by the chairperson of the grievance committee to the Chairperson of the Board of the Laboratory Schools. Within thirty (30) school days the Chairperson shall advise the Director, in writing, of the recommendation on the grievance. The Board of the Laboratory Schools shall receive all decisional documents relative to the case rendered during the processing of the grievance.

#### ARTICLE X.

#### **Leaves of Absence**

### A. Discretionary Leave of Absence

A leave of absence without pay may be granted to any faculty member at the sole discretion of the Director.

#### B. Religious Holidays, Sick Leave, and Personal Leave

# 1. Religious Holidays

Leave time with pay will be granted for recognized religious holidays provided one (1) week or more of advance notice of intent to observe holidays is given to the administration.

# 2. Sick Leave

Sick leave policy of the Schools previously in effect will be continued, i.e., faculty members shall continue to be paid during absence from school due to illness or disability until that time when payments would begin under disability insurance assuming eligibility of the faculty member for such payments. The Schools continue to reserve their right to request medical verification of illness or disability.

Timely application for disability insurance is the responsibility of the faculty member and must occur within the first one hundred and twenty (120) school days of absence. Without evidence of application, pay will conclude at the end of the month in which the 120<sup>th</sup> school day occurs. Any accrued salary remaining after the last payment will be paid at the end of the following month.

#### 3. Personal Leave

All requests for personal leave, which are four (4) consecutive days or fewer, will be directed to the division Principal. The requests are to be made in writing. The request should be made, when possible, at least three (3) working days prior to the scheduled absence to allow the Principal to respond to the individual requests.

The first four (4) days (consecutive or nonconsecutive) of Personal Leave taken by a faculty member in any given school year will be with full pay.

The fifth and subsequent days of Personal Leave requested by a faculty member in any given school year will be considered under the guidelines for a leave of absence (section X.A), and the request will be made to the Director.

#### C. Parental Leave

In addition to leave under the Family Medical Leave Act (FMLA) (See Faculty Handbook), faculty members are entitled to parental leaves, which may run concurrently with FMLA, in accordance with the Parental Leave Policy maintained by the University of Chicago.

#### D. Bereavement Leave.

Faculty members are entitled to bereavement leave in accordance with the terms and conditions set forth in the Bereavement Leave Policy maintained by the University of Chicago.

### E. <u>Continuation of Benefits</u>

Upon payment to the University's designated third party administrator of the employee's share of said benefits (otherwise known as the Active Benefit Rate), faculty members on any unpaid leave of absence up to three (3) months may continue their group life, personal accident insurance, medical insurance including health/dental/vision, long-term disability coverage, and long-term care insurance. For unpaid leaves that extend beyond three (3) months when a faculty member has elected to continue said benefits, faculty members shall pay the full COBRA rate of said benefits' premiums starting month four (4) and continuing for the balance of the leave.

#### F. Position on Return

Upon return from any leave of absence, a faculty member will be placed in a position equivalent in pay to that which would have been occupied had the faculty member not gone on leave, assuming the continued existence in the school of such a position to which the faculty member is entitled. A faculty member returning from any leave of absence of a year or more shall not receive salary increments for the period during which the faculty member was on leave.

#### **ARTICLE XI.**

#### Benefits

- A. The faculty members of the Laboratory Schools covered in this Agreement shall be eligible to participate in the benefit program of the University as it relates to:
  - 1. Group Life Insurance
  - 2. Personal Accident Insurance
  - 3. Retirement/Annuity Plan
  - 4. Health/Dental/Vision Insurance
  - 5. Long-Term Disability
  - 6. Use of University facilities to which a faculty I.D. has traditionally entitled the bearer.
  - 7. Long-Term Care Insurance
  - 8. Tuition Remission
    - I. Faculty members employed by the Laboratory Schools on a rolling or probationary, 12-month contract and with a standard full-time week.

#### a. For Self

1) These faculty members are granted one-half (50%) tuition remission for a maximum of one (1) course per quarter at the University of Chicago during the Fall, Winter and Spring

Quarters, and, if under a contract to return the following September, one-half (50%) tuition remission on a maximum of three (3) courses during the Summer Quarter. Remission is granted on either graduate or undergraduate courses.

2) Full-time faculty members can audit classes at the University of Chicago (with no formal credit) at no charge, provided the professor and appropriate program/department director approve.

#### b. Children at the Laboratory Schools

- 1) Those faculty members first employed prior to July 1, 2023 (excluding Assistant Teachers) whose children attend the Laboratory Schools will pay annually fifteen percent (15%) of the Laboratory Schools portion (calculated as fifteen percent (15%) of half of the full-day tuition averaged across all divisions) for their oldest child. Such faculty members whose oldest child attends half-day N3 will pay fifteen percent (15%) of half of the N3 half-day tuition rate.
- 2) Those faculty members first employed or hired into eligible positions on or after July 1, 2023 and prior to July 1, 2026, and Assistant Teachers first employed prior to July 1, 2026, whose children attend the Laboratory Schools will pay annually fifteen percent (15%) of the full-day tuition averaged across all divisions for their oldest child enrolled at the Laboratory Schools. No tuition payment is required for the second oldest and subsequent children.
- 3) Those faculty members (including Assistant Teachers) first employed or hired into eligible positions on or after July 1, 2026 whose children attend the Laboratory Schools will pay annually twenty-five percent (25%) of the full-day tuition averaged across all divisions for their two oldest children enrolled at the Laboratory Schools. No tuition payment is required for the third oldest and subsequent children.
- 4) Any of the above employees may opt to avail themselves of the University of Chicago's Staff and Dependent Children Tuition benefit in lieu of the remission rates described in this section.
- c. <u>Children taking undergraduate courses at The University of Chicago</u> Children of these full-time faculty members who take undergraduate courses at the University of Chicago are granted one-half (50%) tuition remission. No remission is granted for graduate courses.
- II. Effective to faculty members employed by the Laboratory Schools on a oneyear, 12-month contract filling a position regularly held by a faculty member on a leave of absence, with a standard full-time week and hired after the ratification of this agreement:

#### a. For Self

1) These full-time faculty members are granted one-half (50%) tuition remission for a maximum of one (1) course per quarter

at the University of Chicago during the Fall, Winter and Spring Quarters, and, if under a contract to return the following September, one-half (50%) tuition remission on a maximum of three (3) courses during the Summer Quarter. Remission is granted on either graduate or undergraduate courses.

- 2) Full-time faculty members can audit classes at the University of Chicago (with no formal credit) at no charge, provided the professor and appropriate program/department director approve.
- b. <u>Children at the Laboratory Schools</u> These faculty members whose children attend the Laboratory Schools will receive only such tuition remission benefits as are provided by the University of Chicago's Staff and Dependent Children Tuition benefit (at least 50%).
- c. <u>Children taking undergraduate courses at The University of Chicago</u> Children of these full-time faculty members who take undergraduate courses at the University of Chicago are granted one-half (50%) tuition remission. No remission is granted for graduate courses.

#### III. Assistant teachers employed full-time (100%)

<u>For Self</u> – These assistant teachers are granted one-half (50%) tuition remission for a maximum of one (1) course per quarter at the University of Chicago during the Fall, Winter and Spring Quarters.

## IV. Faculty members who work part-time but at least half time.

<u>For Self</u> – These faculty members are granted remission of one-half (50%) tuition remission for a maximum of one (1) course per quarter at the University of Chicago during the Fall, Winter and Spring Quarters.

Part-time faculty members can audit classes at the University of Chicago (with no formal credit) at no charge, provided the professor approves.

#### V. <u>Clarification</u>

#### a. <u>Termination</u>

- 1) If employment is terminated while a faculty member is taking a course, the remission remains valid for the quarter in progress even though services are terminated during the quarter.
- 2) If employment is terminated while faculty member's children are receiving tuition remission, remission privileges cease as of the date of termination.

#### b. <u>Exclusions</u>

1) Spouses of Laboratory Schools' faculty members are not entitled to tuition remission benefits.

- 2) Children of Laboratory Schools' faculty members are not entitled to tuition benefits for undergraduate work at colleges other than The University of Chicago.
- Assistant teachers who work less than full-time (100%) are not entitled to tuition remission benefits. (Including The University of Chicago and The Laboratory Schools.)
- c. The term "children" includes both children and stepchildren whom the eligible faculty member or assistant teacher treats as dependents for federal income tax purposes.
- d. Leaves of absence for faculty members or assistant teachers not in excess of one (1) year, and taken with the understanding that the person will then return to regular duties, will not serve to void eligibility. Leaves for a period beyond one (1) year will cancel eligibility for the period of the leave.

During the term of this Agreement, the benefits referred to above, including contributions for such benefits, may be changed to the extent that such benefits or contribution rates are changed for academic and administrative personnel of the University. The University will inform the Faculty Association in writing of changes in benefits or contribution rates no later than October 1 of each year.

- B. In determining the fringe benefits that a part-time faculty member is due, the fraction of full-time used to compute available benefits in accord with existing University policy shall be that called for by the faculty member's present assignment.
- C. The Group Life Insurance benefit shall be increased prospectively only by an appropriate amount based on the increased salary, subject to and in conformity with the regulations and policies of the company providing the insurance.
- D. On the date on which the faculty members' salaries are adjusted to conform to this Agreement, the Retirement/Annuity Plan benefit shall be increased by an amount based on the increased salary.
- E. During their first year of employment, assistant teachers whose appointments are fifty percent (50%) or more may elect to participate in such benefit programs of the University for which they are eligible under applicable University policy.

#### **ARTICLE XII.**

# Salaries, Released Time and Supplementary, Extra-Service Pay Schedule

#### A. Extra-Service Positions

- 1. Annual notice and inclusion in Contract of extra service positions.
  - All extra-service positions developed as of the ratification of this contract will be included in the Collective Bargaining Agreement.
  - b. A list of all extra-service paid positions that are not compensated by released time shall be published and distributed to the faculty by May 15 for the

following school year, and again at the beginning of Planning Week. The list shall include the title of the position, salary, and incumbents for those positions, if appropriate.

- c. A yearly-amended list of positions will be considered part of the Contract (see sections B and C below).
- 2. Applications for open existing or new positions. If an already existing position needs to be filled, the position, along with the necessary qualifications and salary, shall be posted via email, and all faculty members shall be eligible to apply. When new positions are created or the status of an existing position changes, that information shall be similarly disseminated. The Administration shall confirm appointments to extra-service positions by the offer of a written contract. Positions paid on an hourly or per event basis will be exempt to allow the flexibility to ensure that positions are filled as needed.
- 3. Notice to Faculty Association. A list of all faculty members receiving extra-service pay, including the work or position for which pay is being provided and the amount of the extra-service pay, shall be provided to the Faculty Association once each year during the Fall Quarter. If any new extra service positions or payments are arranged during the school year, the Faculty Association will similarly be notified.
- 4. Proposals for new positions.
  - a. A faculty member who wishes to be paid for serving in a position not listed in this contract must first seek approval from appropriate Principal(s), grade level or department chairs and other relevant personnel. With the Principal's support, the faculty member must present to the Director a written proposal for the position and requested salary. If the proposal is for a position starting in September, it must be presented by the end of the first quarter of the previous year.
  - b. If, at any point, a faculty member has an idea of interest to the Schools for the current school year, and discretionary funds are available, the Director may consider immediate funding.
  - c. If new positions are to be created or the status of an existing position is to be augmented, appropriate compensation shall be negotiated by representatives of the Administration and the Faculty Association. Guidelines for salary determination include, but are not limited to: actual hours spent on the position, including planning and preparation time; when responsibilities occur (evenings, weekends, overnight, etc.); duration of position (semester, yearlong or one-time event); number of students being supervised; budgetary responsibilities; and special expertise.
  - d. Notification of a commitment by the Schools will be made within six (6) weeks of receipt of the proposal. The Director will then offer the faculty member a contract. If the work is to be done in the current year, the contract will be offered immediately. If the position begins in September, the contract will be offered along with the other Extra-Service Paid Position contracts by April 15<sup>th</sup>.
  - e. Any new extra-service position will be a trial position for two (2) years. At the end of the second academic year, the new position will be evaluated by the Administration for inclusion on the extra-service list.

- 5. Payment for extra service positions. Extra-service compensation for positions that are active throughout the school year will be paid in quarterly installments, once per quarter, Fall, Winter, and Spring. Compensation for positions that involve single events shall be paid upon completion of the event in the next pay period; upon completion of the event, faculty members should make the responsible Principal or division designee aware in order for pay to be processed.
- 6. Process for terminating or deleting positions.
  - a. As of the ratification of this contract, the positions listed in the current Collective Bargaining Agreement will be reviewed by the Director and President of the Faculty Association, and those no longer in existence (i.e., no longer staffed and in use) will be deleted.
  - b. If there is a proposal by the Administration, or a recommendation from any committee convened for the purpose, that an existing and occupied position should be eliminated or phased out, the matter shall be considered by the Director and President of the Faculty Association (who may consult with colleagues as they see fit). The Director and President of the Faculty Association will seek agreement regarding whether the position will be eliminated or phased out and on what timetable. With the exception of positions listed in this subsection 6.b below, the Director may exercise the discretion to eliminate or phase out a position:
    - i. Department chair release
    - ii. Department chair stipends
    - iii. Faculty chair
    - iv. Grade level chairs
    - v. Admissions
    - vi. Summer work
    - vii. Released-time position under Article XII.C
    - viii. Overnight chaperone
    - ix. Extended/weekend chaperone
  - c. If no faculty members apply for a position after two years (following the process described in subsection 2 above), the position may be sunsetted by the Director following consultation with the President of the Faculty Association.
- 7. The below named extra service positions will be filled for a specified term. After a faculty member has completed the term, the position will open to additional applicants. The incumbent may reapply.
  - a. Admissions Committee: 3-year term.
  - b. Mentors: 4-year term.
- 8. The Administration will maintain job descriptions for Faculty, Department, and Grade-Level Chairs. There will be input into those job descriptions by Faculty Association leadership.

# B. <u>Supplementary Extra-Service Positions</u>

The list of Supplementary Extra-Service Positions and the salary schedule for those positions are listed in this contract as follows:

#### 1. Effective July 1, 2023

Faculty Chairs	Early Childhood, Lower and Middle Schools Grade Level Chairs\$ 4,6	000
Coordinator of Renaissance		
Coordinator of Middle School Yearbook	Coordinator of Renaissance	103
Middle School Yearbook, Literary	Literary Editor of Renaissance	521
Middle School Yearbook, Art	Coordinator of Middle School Yearbook	521
Middle School Yearbook, Photography 695 Coordinator of Middle School Newspaper 3,201 Musical Director, MS Spring Play 6,525 Director of 6th Grade Camp 4,364 Diversity Committee (MS) 1,250/person Coordinator of 7th Grade Camp 3,419 Coordinator of 8th Grade Trip 2,500 Supervisor of Math Teams – HS 6,403 Supervisor of Math Teams – MS 3,201 Math Coaches (Lower, Middle, High Schools) 1,752 Admissions Nursery Playgroup 195/playgroup Admissions Committee, Kindergarten 1,453 Admissions Committee, 1st grade 873 Admissions Committee, 2nd-5th grades 1,453 Admissions Committee, MS 1,453 Admissions Committee, HS 1,453 Admissions Committee, HS 1,453 Admissions, K-5th grade Academic Assessment 38/student Admissions, LS Homeroom Host Visit 226/student Admissions, Grades 1-2 Homeroom Host Visit 142/student Admissions, N3/N4/K Homeroom Host Visit 64/student May Project Coordinator 7,003 May Project Coordinator (Assistant) 5,080 Arts Fest Advisor 3,326 Blackspace Affinity Group Coordinator (EC) 6,830 Blackspace Affinity Group Helper 1,707.50 Learning & Counseling Chair 14,040 Library Chair 14,040 Fine Arts Chair 14,040	Middle School Yearbook, Literary	595
Coordinator of Middle School Newspaper 3,201  Musical Director, MS Spring Play 6,525  Director of 6th Grade Camp 4,364  Diversity Committee (MS) 1,250/person  Coordinator of 7 <sup>th</sup> Grade Camp 3,419  Coordinator of 8 <sup>th</sup> Grade Trip 2,500  Supervisor of Math Teams – HS 6,403  Supervisor of Math Teams – MS 3,201  Math Coaches (Lower, Middle, High Schools) 1,752  Admissions Nursery Playgroup 195/playgroup  Admissions Committee, Kindergarten 1,453  Admissions Committee, 1st grade 873  Admissions Committee, 2nd-5th grades 1,453  Admissions Committee, NS 1,453  Admissions Committee, HS 1,453  Admissions, K-5 <sup>th</sup> grade Academic Assessment 38/student  Admissions, LS Homeroom Host Visit 226/student  Admissions, Grades 1-2 Homeroom Host Visit 142/student  Admissions, N3/N4/K Homeroom Host Visit 142/student  May Project Coordinator (Assistant) 5,080  Arts Fest Advisor 5,080  Arts Fest Advisor 5,080  Arts Fest Advisor 6,830  Blackspace Affinity Group Coordinator (EC) 6,830  Blackspace Affinity Group Assistant Coordinator 3,415  Blackspace Affinity Group Helper 1,707.50  Learning & Counseling Chair 14,040  Library Chair 11,511  Computer Science Chair 14,040  Fine Arts Chair 14,040	Middle School Yearbook, Art	595
Musical Director, MS Spring Play	Middle School Yearbook, Photography	595
Director of 6th Grade Camp	Coordinator of Middle School Newspaper	201
Diversity Committee (MS)	Musical Director, MS Spring Play 6,5	525
Coordinator of 7th Grade Camp	Director of 6th Grade Camp4,3	364
Coordinator of 8th Grade Trip	Diversity Committee (MS) 1,250/per	son
Supervisor of Math Teams – HS	Coordinator of 7 <sup>th</sup> Grade Camp	<b>1</b> 19
Supervisor of Math Teams – MS	Coordinator of 8 <sup>th</sup> Grade Trip	500
Math Coaches (Lower, Middle, High Schools)1,752Admissions Nursery Playgroup195/playgroupAdmissions Committee, Kindergarten1,453Admissions Committee, 1st grade873Admissions Committee, 2nd-5th grades1,453Admissions, L/C Advisor EC, LS1,453Admissions Committee, MS1,453Admissions Committee, HS1,453Admissions, K-5th grade Academic Assessment38/studentAdmissions, LS Homeroom Host Visit226/studentAdmissions, Grades 1-2 Homeroom Host Visit142/studentAdmissions, N3/N4/K Homeroom Host Visit64/studentMay Project Coordinator7,003May Project Coordinator (Assistant)5,080Arts Fest Advisor3,326Blackspace Affinity Group Coordinator (EC)6,830Blackspace Affinity Group Assistant Coordinator3,415Blackspace Affinity Group Helper1,707.50Learning & Counseling Chair14,040Library Chair11,511Computer Science Chair14,040Fine Arts Chair14,040	Supervisor of Math Teams – HS	103
Admissions Nursery Playgroup	Supervisor of Math Teams – MS	201
Admissions Committee, Kindergarten	Math Coaches (Lower, Middle, High Schools)	752
Admissions Committee, 1st grade	Admissions Nursery Playgroup 195/playgro	oup
Admissions Committee, 2nd-5th grades 1,453 Admissions, L/C Advisor EC, LS 1,453 Admissions Committee, MS 1,453 Admissions Committee, HS 1,453 Admissions, K-5 <sup>th</sup> grade Academic Assessment 38/student Admissions, LS Homeroom Host Visit 226/student Admissions, Grades 1-2 Homeroom Host Visit 142/student Admissions, N3/N4/K Homeroom Host Visit 64/student May Project Coordinator 7,003 May Project Coordinator (Assistant) 5,080 Arts Fest Advisor 3,326 Blackspace Affinity Group Coordinator (EC) 6,830 Blackspace Affinity Group Helper 1,707.50 Learning & Counseling Chair 14,040 Library Chair 11,511 Computer Science Chair 14,040 Fine Arts Chair 14,040	Admissions Committee, Kindergarten	<b>153</b>
Admissions, L/C Advisor EC, LS	Admissions Committee, 1st grade	373
Admissions Committee, MS	Admissions Committee, 2nd-5th grades	<b>1</b> 53
Admissions Committee, HS	Admissions, L/C Advisor EC, LS	<del>1</del> 53
Admissions, K-5 <sup>th</sup> grade Academic Assessment	Admissions Committee, MS	<b>153</b>
Admissions, LS Homeroom Host Visit	Admissions Committee, HS	<b>153</b>
Admissions, Grades 1-2 Homeroom Host Visit	Admissions, K-5 <sup>th</sup> grade Academic Assessment	ent
Admissions, N3/N4/K Homeroom Host Visit 64/student May Project Coordinator 7,003 May Project Coordinator (Assistant) 5,080 Arts Fest Advisor 3,326 Blackspace Affinity Group Coordinator (EC) 6,830 Blackspace Affinity Group Assistant Coordinator 3,415 Blackspace Affinity Group Helper 1,707.50 Learning & Counseling Chair 14,040 Library Chair 11,511 Computer Science Chair 14,040 Fine Arts Chair 14,040	Admissions, LS Homeroom Host Visit226/stud	ent
May Project Coordinator7,003May Project Coordinator (Assistant)5,080Arts Fest Advisor3,326Blackspace Affinity Group Coordinator (EC)6,830Blackspace Affinity Group Assistant Coordinator3,415Blackspace Affinity Group Helper1,707.50Learning & Counseling Chair14,040Library Chair11,511Computer Science Chair14,040Fine Arts Chair14,040	Admissions, Grades 1-2 Homeroom Host Visit142/stud	ent
May Project Coordinator (Assistant)5,080Arts Fest Advisor3,326Blackspace Affinity Group Coordinator (EC)6,830Blackspace Affinity Group Assistant Coordinator3,415Blackspace Affinity Group Helper1,707.50Learning & Counseling Chair14,040Library Chair11,511Computer Science Chair14,040Fine Arts Chair14,040	Admissions, N3/N4/K Homeroom Host Visit 64/stud	ent
Arts Fest Advisor	May Project Coordinator	003
Blackspace Affinity Group Coordinator (EC)	May Project Coordinator (Assistant) 5,0	080
Blackspace Affinity Group Assistant Coordinator	Arts Fest Advisor	326
Blackspace Affinity Group Helper	Blackspace Affinity Group Coordinator (EC)6,8	30
Learning & Counseling Chair14,040Library Chair11,511Computer Science Chair14,040Fine Arts Chair14,040	Blackspace Affinity Group Assistant Coordinator3,4	15
Library Chair	Blackspace Affinity Group Helper1,707	.50
Computer Science Chair	Learning & Counseling Chair14,0	<b>)40</b>
Fine Arts Chair	Library Chair	511
·	Computer Science Chair	<b>)40</b>
Humanities Chair	Fine Arts Chair	<b>)40</b>
	Humanities Chair	)40

Counselors for 6th Grade Camp	-
Counselors for 7 <sup>th</sup> Grade Camp	1,515
Science Team Coach (Head)	7,003
Science Team Coach (Assistant)	5,080
Middle School Science Team Coach	4,257
ESH Science Coordinator	7,003
Debate Coach (Head)	7,003
Debate Coach (Assistant)	5,080
Model UN Coach (Head)	7,003
Model UN Coach (Assistant)	5,080
Mentor Coordinator	7,003
Mentor Liaison (EC)	3,037
Mentor with 1 mentee	3,078
Mentor with 1 additional mentee	2,001
Mentor In-waiting	720
Global Studies	999
Dance Team Coordinator	7,003
Scheduler (EC)	.6,000
Student Council Advisor MS	. 3,275
Lead Advisor HS	. 1,453
Diversity Day Coordinator MS	. 3,097
Diversity Day Coordinator HS	. 3,097
Summer Link Coordinator Science	. 5,080
Summer Link Coordinator Humanities	. 5,080
Summer Link Coordinator Computer Science	. 5,080
Summer Work2	65/day
Evening Event Supervision81	/event
Evening Musical Performances (non-curricular) <sup>1</sup> 16	3/perf.
Extended/Weekend Chaperone163/occu	rrence
Overnight Chaperone409/pe	r night
World Language Trip Organizer	5,038
World Language Exchange Organizer	6,945
World Language Scholarship Organizer	720
U-High Summer Bridge Program Coordinator	6,832
Shakespeare Monologue Competition Coordinator	975
Lab Arts Expo Coordinator	3,244
Accompanist for Student Assemblies127/occu	rrence
Afternoon Recital Coordinator545/occu	rrence
Music Solo & Ensemble Contest Coach378/occu	rrence
LS Yearbook Coordinator	. 2,000
HS Robotics Head Coach	. 6,830
HS Robotics Assistant Coach	. 4,945
Outdoor Classroom Coordinator	. 4.875

<sup>&</sup>lt;sup>1</sup>When pre-approved by appropriate principal.

Outdoor Classroom Summer Coordinator	1,363
MS Theater Technical Director (up to seven weeks)40	04/wk
MS Theater House Manager (up to one week)40	04/wk
MS Theater Set Designer	6,525
Diversity, Equity, and Inclusion Coordinator	
MS Computer Science Club Head Coach	6,833
MS Computer Science Club Assistant Coach	4,954
LS Makerspace Coordinator	4,875
MS Tutoring Coordinator [TBD in accordance with Subsection A	4.4.c.]
Artist in Residence	.7,390
BRAVE Coordinator	.1,500
ATHLETIC COACHING PAY SCHEDULE – 2023-24 (per week) <sup>2</sup>	
HS Head Coach + 5 years	\$755
HS Head Coach	706
HS JV/Freshman Coach + 5 years	618
HS JV/Freshman Coach	564
HS Assistant Coach	600
MS Head Coach + 5 years	490

#### 2. Extra Service Position Committee.

The parties agree to establish a joint Association and Administration Committee as set forth in the attached Letter of Agreement. Except for those rates specifically modified in subsection (1), the parties agree to freeze the extra-service rates at the 2022-2023 rates set forth in subsection (1) subject to the parties review and adoption of the recommendations of the Committee.

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# C. <u>Released Time Extra Service Positions</u>

The list of Released Time Extra Service Positions and the allocated releases allocated to those positions are as follows:

MS Head Coach .....

MS Assistant .....

- 1. Mathematics Consultant 2 released
- 2. Director of Drama Productions 2 released
- 3. Department Chairpersons 1 released
- 4. Director of Student Publications 2 released
- 5. Middle School Drama 1 released

<sup>&</sup>lt;sup>2</sup>Eligibility for +5 year rate includes non-consecutive coaching years at Laboratory Schools

- 6. Science Lab Coordinator 1 released
- 7. Digital Language Lab Coordinator 1 released
- 8. World Language Coordinator 1 released
- 9. Writer's Center Coordinator 1 released

#### D. <u>Salaries</u>

- 1. The 2023-2024, 2024-2025, 2025-2026 and 2026-2027 salaries for full-time faculty, part-time faculty and assistant teachers shall be in conformity with the appropriate minimum salary schedules below.
- 2. All newly employed faculty members shall be located on the salary schedule at the step at which they were hired. The step number shall be the number of credit years of experience including the current year. Full-time faculty and part-time faculty (not assistant teachers) newly employed at the Laboratory Schools shall be credited for previous teaching experience (or analogous professional experience for non-classroom faculty) up to twenty (20) years in nursery through 12<sup>th</sup> grade school setting. For positions in the Middle and High Schools, this includes full-time college-level teaching experience. In addition, up to five (5) years' credit may be given for relevant non-teaching experience. Assistant teachers who become head teachers shall receive one (1) year's credit for every two (2) years of experience as assistant teachers. Newly employed teachers shall be informed in writing of the basis for their placement on the salary schedule.

Newly employed assistant teachers shall be located on the appropriate salary schedule at the step corresponding to the number of credit years of experience including the current year. One (1) year's credit shall be given for each three (3) years of relevant teaching experience up to and including three (3) additional steps.

- 3. Any faculty members and assistant teachers currently employed at the Laboratory Schools who subsequently receive a Master's Degree or Doctoral Degree while continuously employed by the Schools shall receive one (1) additional step for each such additional degree level on the relevant salary schedule for the following school year. Any faculty member or assistant teacher shall receive one (1) additional step for a Master's Degree at the time of hire and one (1) more additional step for a Doctoral Degree at the time of hire beyond steps for experience granted as per Article XII.D.2 above.
- 4. Effective in the 2020-21 academic year, up to five (5) Faculty Members per year who earn or already possess International Society for Technology in Education (ISTE) Certification for Educators and up to five (5) Faculty Members per year who earn National Board Certification will advance one (1) additional step on the salary schedule. Faculty Members who show evidence of either of these certifications before June 30 will be eligible to advance one (1) additional step on the salary schedule in the upcoming academic year. If a Faculty Member who earns or already possesses one of these certifications is on Step "Z", then the Faculty Member will receive a one-time lump sum payment equal to the difference between Step "Y" and Step "Z" in the academic year in which they receive the payment. For each of the listed certifications, the first five (5) Faculty Members to earn the certification will advance the additional step, provided they have submitted notice of certification to the Director of Human Resources. For each certification, the administration has discretion to allow more than the first five (5) Faculty Members who earn the

- certification to skip a step in a given year if more than five (5) Faculty Members earn such certification in one year.
- 5. Faculty members who participate in the Self-Evaluation Program (see Article VII.O) in years four (4) and five (5) of employment, and who successfully complete a sixth-year evaluation by receiving a positive written evaluation will advance one (1) additional step on the salary schedule (i.e., will skip a step).
- 6. Step 1 on the 100% assistant teacher's salary schedule will equal fifty-four (54%) percent of Step A on the faculty's salary schedule. Step 1 on the 50% assistant teacher's salary schedule will equal two-thirds (2/3) of Step 1 on the 100% assistant teacher's salary schedule.
- 7. Effective in the 2019-20 academic year, there will be eight (8) steps (steps 9-16) added to the Assistant Teacher salary schedule. Each step will be 1.5% higher than the previous step. There will be no retroactivity, meaning that Assistant Teachers will continue to advance one (1) step on the salary schedule and Assistant Teachers on Step 8 in 2018-19 will advance to step 9 in the 2019-2020 academic year, step 10 in the 2020-2021 academic year and so forth.

#### E. Part-Time and Ten-Month Contracts

- 1. Faculty members on part-time contracts shall receive a salary which is the appropriate fraction of a full-time contract.
- 2. Faculty members on full-time ten-month contracts shall receive a salary which is tenninths (10/9ths) the appropriate salary on the schedule.

# F. <u>Full-Time Faculty's Salary Schedules</u>

- 1. 2023-2024 School Year
  - a. 2023-2024 Salary Schedule Effective September 1, 2023

STEP	SALARY
Α	\$68,441
В	\$70,494
С	\$72,609
D	\$75,005
E	\$77,705
F	\$80,969
G	\$84,936
Н	\$88,843
1	\$92,841
J	\$96,740
K	\$100,706
L	\$104,734
М	\$108,923
N	\$113,280
0	\$117,811
Р	\$122,170
Q	\$126,446
R	\$130,619
S	\$134,538
Т	\$137,229
U	\$139,974
V	\$142,773
W	\$145,343
X	\$147,668
Υ	\$149,883
Z	\$152,131

b. All teachers and assistant teachers who were on steps on the 2022-2023 salary schedule prior to July 1, 2023 shall advance one (1) step on the 2023-2024 salary schedule so long as steps are available, effective with the commencement of their 2023-2024 appointments.

#### 2. 2024-2025 School Year

a. 2024-2025 Salary Schedule - Effective September 1, 2024

STEP	SALARY
Α	\$70,323
В	\$72,433
С	\$74,606
D	\$77,068
E	\$79,842
F	\$83,195
G	\$87,272
Н	\$91,287
1	\$95,395
J	\$99,402
K	\$103,477
L	\$107,616
M	\$111,921
N	\$116,398
0	\$121,054
Р	\$125,533
Q	\$129,927
R	\$134,215
S	\$138,241
Т	\$141,006
U	\$143,826
V	\$146,703
W	\$149,344
Х	\$151,734
Υ	\$154,010
Z	\$156,320

b. All teachers and assistant teachers who were on steps on the 2023-2024 salary schedule prior to July 1, 2024 shall advance one (1) step on the 2024-2025 salary schedule, so long as steps are available, effective with the commencement of their 2024-2025 appointments.

#### 3. 2025-2026 School Year

a. 2025-2026 Salary Schedule - Effective September 1, 2025

STEP	SALARY
Α	\$72,433
В	\$74,606
С	\$76,844
D	\$79,380
E	\$82,238
F	\$85,692
G	\$89,891
Н	\$94,026
1	\$98,257
J	\$102,384
K	\$106,582
L	\$110,845
М	\$115,279
N	\$119,890
0	\$124,686
Р	\$129,299
Q	\$133,824
R	\$138,240
S	\$142,387
Т	\$145,235
U	\$148,140
٧	\$151,103
W	\$153,823
X	\$156,284
Υ	\$158,628
Z	\$161,007

b. All teachers and assistant teachers who were on steps on the 2024-2025 salary schedule prior to July 1, 2025 shall advance one (1) step on the 2025-2026 salary schedule so long as steps are available, effective with the commencement of their 2025-2026 appointments.

## 4. 2026-2027 School Year

a. 2026-2027 Salary Schedule - Effective September 1, 2026

STEP	SALARY
Α	\$74,968
В	\$77,217
С	\$79,534
D	\$82,159
E	\$85,117
F	\$88,692
G	\$93,038
Н	\$97,318
1	\$101,697
J	\$105,968
K	\$110,313
L	\$114,726
М	\$119,315
N	\$124,088
0	\$129,052
Р	\$133,827
Q	\$138,511
R	\$143,082
S	\$147,374
T	\$150,321
U	\$153,327
V	\$156,394
W	\$159,209
Х	\$161,756
Υ	\$164,182
Z	\$166,645

b. All teachers and assistant teachers who were on steps on the 2025-2026 salary schedule prior to July 1, 2026 shall advance (1) step on the 2026-2027 salary schedule so long as steps are available, effective with the commencement of their 2026-2027 appointments.

# G. <u>Assistant Teachers' Salaries</u>

# 1. 2023-2024 School Year - Effective September 1, 2023

STEP	SALARY
1	\$36,958
2	\$39,822
3	\$42,908
4	\$46,233
5	\$49,816
6	\$53,677
7	\$57,837
8	\$63,222
9	\$64,170
10	\$65,133
11	\$66,110
12	\$67,102
13	\$68,109
14	\$69,131
15	\$70,168
16	\$71,221

# 2. 2024-2025 School Year - Effective September 1, 2024

STEP	SALARY
1	\$37,974
2	\$40,917
3	\$44,088
4	\$47,505
5	\$51,187
6	\$55,154
7	\$59,428
8	\$64,961
9	\$65,935
10	\$66,924
11	\$67,928
12	\$68,947
13	\$69,981
14	\$71,031
15	\$72,096
16	\$73,177

# 3. 2025-2026 School Year - Effective September 1, 2025

STEP	SALARY
1	\$39,114
2	\$42,145
3	\$45,411
4	\$48,930
5	\$52,722
6	\$56,808
7	\$61,211
8	\$66,910
9	\$67,914
10	\$68,933
11	\$69,967
12	\$71,017
13	\$72,082
14	\$73,163
15	\$74,260
16	\$75,374

# 4. 2026-2027 School Year - Effective September 1, 2026

STEP	SALARY
1	\$40,483
2	\$43,620
3	\$47,001
4	\$50,644
5	\$54,569
6	\$58,798
7	\$63,355
8	\$69,253
9	\$70,292
10	\$71,346
11	\$72,416
12	\$73,502
13	\$74,605
14	\$75,724
15	\$76,860
16	\$78,013

#### H. Substituting

No faculty member shall be required to substitute for a colleague except in an emergency situation.

- 1. Faculty members who do substitute for a colleague at the request of the Administration, or who are required to do so in an emergency situation, shall be paid at a rate equivalent to \$25 per clock hour in the Early Childhood and Lower Schools.
- 2. Assistant teachers that act as head teachers shall be paid at a rate equivalent to \$25 per clock hour during the school day, or at the Head Teacher rate, whichever is greater during the period of a Head Teacher's absence that extends beyond two weeks, beginning with week three. If at any time prior to or during the first two weeks of absence it becomes known the absence will extend beyond two weeks, the assistant teacher will receive the greater of \$25 or the head teacher rate going forward.
- 3. Starting on first day of a Learning and Counseling Department Faculty Member's absence, Learning and Counseling Faculty Members substituting for the absent Faculty Member will be paid as follows:
  - a. EC Counselors sub rate \$25 per hour. Learning Coord \$25 per instance of subbing.
  - b. LS Counselors sub rate \$25 per clock hour. Learning Coord \$25 per instance of subbing.
  - c. MS Counselors sub rate \$25 per clock hour. Learning Coord \$25 per instance of subbing.
  - d. College Counselors only faculty to faculty rate applies to evenings and weekends when LT External sub in place.
  - e. Instance = 1 hour, Rates effective day one of planned absence and students reassigned. Otherwise day 5 activates pay.
  - f. If assignment not evenly distributed, rates will be adjusted proportionately.
  - g. HS Counselors sub rate \$25 per clock hour. Learning Coord \$25 per instance of subbing.
- 4. For the term of the 2023-2027 CBA, faculty-to-faculty substitute pay in the Middle School and High School will be paid as follows when the faculty member who requires coverage has notified the principal via the school office at the time of the event and the Substitute Placement Coordinator thereafter. In an emergency situation, notification will occur as soon as practical.
  - a. 90 minute classes \$60.00
  - b. 75 minute classes \$50.40
  - c. 50 minute classes- \$40.80
  - d. 40 minute classes \$30.00
  - e. 25 minute classes/advisory \$20.40

#### C. <u>Duration</u>

This Agreement shall become effective as of July 1, 2023, and shall continue in effect to and including June 30, 2027, and from year to year thereafter unless, by January 15, 2027, or any subsequent anniversary date thereafter, either party serves written notice upon the other party of its desire to modify or terminate this Agreement. In the event either party gives such notice, negotiations will commence by February 15 of the appropriate year. Both parties will proceed with all due dispatch and diligence to apprise each other of major changes desired in the negotiated agreement.

#### FOR THE UNIVERSITY OF CHICAGO

FOR THE FACULTY ASSOCIATION OF THE UNIVERSITY OF CHICAGO LABORATORY SCHOOLS, AMERICAN FEDERATION OF TEACHERS, LOCAL 2063

\

(Seal)

By:

(Seal)

Signed this

gra day of Ma

2024

This document has been executed in triplicate original.

- f. 10 minute advisory \$12.00
- 5. A faculty member substituting for another faculty member for more than two weeks will receive their prorated daily salary based on the percentage of workload covered.

#### **ARTICLE XIII.**

#### **Dues Checkoff**

For all employees covered by this Agreement who shall so authorize it in writing on a form approved by the University and in conformance with the relevant provisions of the National Labor Relations Act, the Employer shall deduct their Association membership dues from the first pay of each month, in equal monthly installments. No initiation fees or special assessments will be deducted under this provision. The employer shall remit the deducted dues to the officer designated by the Association within one (1) week following issuance of checks from which deductions are made.

It is understood and agreed that the Association will indemnify and hold the University harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the University in connection with the deduction of dues as herein provided.

#### **ARTICLE XIV.**

#### **Effect of Agreement**

#### A. Savings

In the event that any provision of this Agreement shall become illegal during the term of this Agreement, such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. With respect to any such illegal provision, upon request of either the University or the Association, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such illegal provision.

#### B. Finality

- 1. This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
- 2. Any subsequent or supplementary agreement must be reduced to writing and executed by both parties to be effective.
- 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 4. It is expressly understood and agreed that all functions, rights, powers or authority of the Administration of the Schools which are not specifically limited by the express language of this Agreement are retained by the Employer provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement. The Administration shall not unilaterally implement changes which are mandatory subjects for bargaining under applicable laws and could reasonably have been proposed in negotiations leading to this agreement (as specified in Article XIV.B.3).

#### **ATTACHMENTS**

- Letter of Agreement #1 Labor-Management Committee
- Letter of Agreement #2 2023-2027 Retirement Incentive Plan
- Letter of Agreement #3 Health and Safety (March 31, 2015)
- Letter of Agreement #4 Attendance Expectations (April 30, 2015)
- Letter of Agreement #5 Placement Process of New Faculty Members on Salary
   Schedule (May 19, 2015)
- Letter of Agreement #6 Interactions Between Lab Community Members
- Letter of Agreement #7 Sharing Space at Earl Shapiro Hall (Early Childhood Division)
   with Extended Day Program
- Letter of Agreement #8 Proctored Testing Center
- Letter of Agreement #9 Mentoring Program
- Letter of Agreement #10 Committee on Extra Service Positions
- Letter of Agreement #11 Summer Work Performed By Department Chairs
- Letter of Agreement #12 Audit
- Letter of Agreement #13 MS Supervision
- Letter of Agreement #14 Other Faculty Position Evaluation Forms
- Appendix A Faculty Evaluation Policy
  - o Faculty Evaluation Forms
  - Other Faculty Evaluation Forms
  - Statement of Intent as to Rolling Contract (Addendum 3)
  - Correspondence (Addendum 4)
- Appendix B Self-Evaluation Narrative

#### **Labor-Management Committee**

The Faculty Association (PAssociation) and the Administration of the University of Chicago Laboratory Schools (PAdministration) agree to create a Labor-Management Committee. An appropriate number of representatives from the Association and the Administration, but no more than six (6) from each party, will meet monthly, or more often if appropriate, to discuss issues of mutual concern. The Committee will not address grievances.

Both parties will prepare agenda items prior to each meeting. Already agreed upon topics for post-contract committee work were the following:

- Review of unresolved extra service/released time positions
- Improving all-schools communication

Robin Appleto, Director

Dated /2/1/15

December / 2015

Marchem Schneids
Maureen Schmidt, President

Dated /2//2015

Faculty Association

#### 2023-2027 Retirement Incentive Plan

Faculty Members who reach sixty-four (64) years of age and achieve at least twenty (20) years of continuous service at the Laboratory Schools during the term of this Agreement will be eligible to participate in the 2023-2027 Retirement Incentive Plan as detailed below.

If a Faculty Member elects to retire within four (4) academic years of first becoming eligible (age 64 + 20 years of continuous service at the Laboratory Schools), the Faculty Member will receive a lump sum payment equal to 75% of the Faculty Member final year salary.

Eligible Faculty Members must provide written notice that they wish to participate by the end of the Fall Quarter one-and-one-half (1  $\frac{1}{2}$ ) years prior to the year in which they wish to retire, and specify the month and year of their participation. Faculty Members must provide this notice prior to June 29, 2027 to receive a benefit under the 2023-2027 Retirement Incentive Plan. However, for eligible teachers who wish to retire at the end of the 2023-2024 school year, such teachers must provide written notice on or before October 1, 2023.

The 2023-2027 Retirement Incentive Plan will only be in effect up to and including June 28, 2027.

Faculty Members eligible pursuant to the December 1, 2015 Letter of Agreement as of September 1, 2014, have the option to elect to participate in either the December 1, 2015 Retirement Incentive/Severance Plan or the 2023-2027 Retirement Incentive Plan.

Setten	Jim Catlett
Victoria Jueds, Director	Jim Catlett, President, Faculty Association
Laboratory Schools	Faculty Association
Dated 12 9	Dated 5/10

2024



# **MARCH 31, 2015**

This Letter of Agreement ("I.OA") is entered use by and between the University of Chicago/University of Chicago Laboratory Schools Administration ("Administration"), and the Laboratory Schools Faculty Association, Local 2063 IFT/AFT ("Faculty Association").

During 2015 regodictions, the parties agreed to address issues of health and safety by taking the following actions:

- I The administration will communicate written construction updates on a quarterly basis to the Health/Safety Commutee.
- The administration remains committed to improving the mobile phone reception at first Shapuro Hall and will communicate quarterly updates on progress to date to the Health/Safety Committee.
- The administration will provide quarterly updates to the Health/Safety Committee of steps taken regarding emergency planning and communication as well as future plans.
- 4. The Health/Safety Commutee will develop and use multiple means of communicating its existence and work.
- 5. The Health/Safety Committee will establish a quarterly meeting schedule and publish its schedule on the school calendar.
- 6. The administration will communicate the existence of and how to use the Report of Health/Safety Concern online form.

Jake Rubinstein

Director.

University Employee & Labor Relations

Maureen Schmidt

President, Laboratory Schools

Faculty Association

Dated: March 31 2015

Daniel Starch 31, 2015



#### **CONCERNING ATTENDANCE EXPECTATIONS**

#### **APRIL 30, 2015**

This Letter of Agreement ("LOA") is entered into by and between the University of Chicago/University of Chicago Laboratory Schools Administration ("Administration"), and the Laboratory Schools Faculty Association, Local 2063 IFT/AFT ("Faculty Association").

During 2015 negotiations, the Administration presented the following issue: "What can we do to promote high quality teaching and maximize teachers' time with students?" The parties discussed a number of interests and options, eventually agreeing to enter into this LOA. Accordingly, the parties agree as follows:

- 1. Article X of the parties' Collective Bargaining Agreement ("CBA") provides for a number of different types of leave, including sick leave and personal leave.
- 2. Article X permits faculty members to take sick and personal leave when needed during the academic year. The parties recognize that regular attendance by faculty members is crucial to the success of the Laboratory Schools' educational program.
- 3. Accordingly, the parties agree that sick and personal days are intended for faculty members to miss school in the event of significant or contagious illnesses, to attend to personal medical needs, or in the event of other unusual circumstances.
- 4. In keeping with the principles stated above, the parties discourage patterned absences such as consistently missing the day preceding a holiday or break, consistently missing his/her first or last assigned period of the workday, frequently missing Fridays, and/or frequent short-term absences not attributable to a medical condition or other unavoidable reason.

5. The parties also recognize that as an exercise of management rights, the Administration has the authority to enforce reasonable attendance expectations, including the authority to take disciplinary/corrective action for just cause to address excessive absenteeism.

Jake Rubinstein

Director,

University Employee & Labor Relations

Maureen Schmidt

President, Laboratory Schools

Dated: 4-30-15

**Faculty Association** 

Dated: May 26, 2015

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4-30-15)



# CONCERNING PLACEMENT PROCESS OF NEW FACULTY MEMBERS ON SALARY SCHEDULE

#### MAY 19, 2015

This Letter of Agreement ("LOA") is entered into by and between the University of Chicago/University of Chicago Laboratory Schools Administration ("Administration"), and the Laboratory Schools Faculty Association, Local 2063 (FT/AFT ("Faculty Association").

During 2015 negotiations, the Faculty Association presented the following Issue: "What can we do to ensure the proper placement of new hires on the pay scale?" The parties discussed a number of interests and options, eventually agreeing to enter into this LOA. Accordingly, the parties agree as follows:

- The Administration will formalize its process for placing new faculty members on the salary schedule.
- 2. That process will include the following steps:
  - A. Prior to extending an offer of employment, the Principal will analyze a candidate's credentials and make a recommendation for the candidate's step placement to the Director or to her designee. The Principal may seek the advice of the department or grade-level chair prior to making her recommendation. The Administrator responsible for official offers of employment will use the recommendation of the Principal, as modified by the Director or her designee, to determine the candidate's step placement. With that determination, the Principal will verbally extend the offer to the candidate. The Administrator will draw up an employment contract and offer it to the candidate.
  - B At the time that a contract is extended, the Administration will provide the candidate with a written explanation of step placement on the salary schedule. This written notification will also include the number of years credited for full-time teaching or other professional experience (up to 20), as well as the relevant non-teaching experience credited (up to 5) that serves as the rationale behind the step placement. Additionally, the candidate will be provided with a copy of the current Collective Bargaining Agreement and the contact Information for the Faculty Association president.
  - C. Included with a written explanation of the candidate's step placement will be a statement of principle regarding the value of ensuring Lab faculty members are properly compensated for the important work that they do, and that this placement was determined by a holistic review of her experience, as outlined by the Collective Bargaining Agreement and detailed in the accompanying explanation. Furthermore, it will make clear that the Laboratory Schools are committed to faculty member equity and proper placement on the salary schedule, and thus to protect against oversight,

candidate's are encouraged and expected to discuss their placement with their principal or the appropriate Administrator at the time of offer without fear of recrimination or retribution.

- D. In addition, the employment contract will make explicit that the candidate has a protected, 14-day consideration period that extends from the date of offer, regardless of when the employment contract is signed by the candidate, to discuss the terms of his employment contract. Finally, after that 14-day period, the offer is final and shall not be aftered if the candidate signed and accepted the offer. If not accepted, the offer shall expire no later than the conclusion of the consideration period.
- E. The Administration will inform the Faculty Association of a new hire's placement on the step schedule by October 1<sup>st</sup> of each new school year.

Jake Rubinatein

Director,

University Employee & Labor Relations

Dated: May 19 2015

Maureen Schmidt

President, Laboratory Schools

Faculty Association

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# **Interactions Between Lab Community Members**

Following discussions between the Laboratory Schools Administration and the Faculty Association, the parties acknowledge shared principles and values about interactions between Lab Community Members that will be published for community members on an annual basis.

the de	Jim Gatlett Jim Gatlett, President
Charles Abelmann, Director Laboratory Schools	Jim Carlett, President Faculty Association
Dated November	Dated
6 <sup>th</sup> , 2019	

### Sharing Space at Earl Shapiro Hall (Early Childhood Division) with Extended Day Program

The Faculty Association (@Association@) and the Administration of the University of Chicago Laboratory Schools (@Administration@) agree to the following terms regarding the sharing of space at Earl Shapiro Hall with the Laboratory Schools@Extended Day Program.

Beginning in the 2019-20 academic year and continuing for the duration of this Collective Bargaining Agreement, the Administration and the Association agree that all classroom teachers in the Early Childhood Division will make their classrooms available for use after the school day by the Extended Day Program. However, no single classroom will be used by the Extended Day Program for more than ½ of any academic year except as described below. Common rooms shall be utilized first. If additional space is needed, classrooms will be assigned to host the Extended Day Program based on an equitable rotation. New teachers are exempt from having their classroom used during the first half of their first year of employment.

Classroom Use during Extended Day Bridge Program: Notwithstanding the above, N3 and N4 classrooms may be used by the Administration daily from 2:10 pm to 3:00 pm throughout the academic year. N3 and N4 teachers shall be compensated at \$75 per week for 34 weeks if the teachers room is used by the Administration during the 2:10 pm to 3:00 pm time period for more than half of the school year.

In recognition of the burden imposed on certain teachers by this Letter of Agreement, the following will be provided for as long as the Administration uses any N3 or N4 classroom for more than half of the school year:

- 1. The N-K music teacher will be provided with a designated room (not the ESH foyer) for music specials which take place outside of homeroom classrooms.
- Faculty members in the Early Childhood division will be provided with one additional inservice day per year. On the in-service day, no classes will be held. The day is provided for self-directed work. Teachers are expected to be present on campus. No programming will be assigned during the in-service day unless requested and agreed to by affected teachers.
- 3. N3 and N4 teachers will have priority access to conference rooms in Earl Shapiro Hall daily from 2:30 pm to 3:30 pm. If conference rooms are not reserved in advance by an N3 or N4 teacher, or are not occupied by an N3 or N4 teacher by 2:45 pm, they may be used for other purposes.

Victoria Jueds, Director Laboratory Schools

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**Dated** 

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Jim datlett, President Faculty Association

Dated 5/10

## **Proctored Testing Center**

The Faculty Association (PAssociation) and the Administration of the University of Chicago Laboratory Schools (PAdministration) agree that there shall be a proctored testing center for use during the school day by Middle and High School students requiring extended time on assessments and students making up missed assessments. Specifically, the Administration will provide a space where 3-4 students at a time can test, with proctoring either by the Accommodation Coordinator or hourly proctors.

hourly proctors.	seconing entires by the Accommodation coordinate
Deloh	Jim Catlett
Victoria Jueds, Director	Jim Catlett, President
Laboratory Schools	Faculty Association
Dated May 9	Dated
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, 2024	

7.

#### **Committee on Extra Service Positions**

A Joint FA/administration committee will convene during the term of the contract to evaluate Extra Service opportunities, policies, and processes. The Committee is tasked with ensuring that Extra Service Positions are accessible to our diverse faculty and evaluating whether our resources are appropriately prioritized according to the schools values and strategic goals. The committee is charged with making recommendations to the Director and the FA about phasing out Extra Service Positions that no longer serve the schools, positions which should become termed and the appropriate length of those terms, and/or any other modifications it deems beneficial. The Director and the FA will review the committee recommendations in accordance with Article XII. Section B(2).

and the 17 vill review the committees recommend	actions in accordance with a dole and section
20 fin	Jin Catlett
Victoria Jueds, Director Laboratory Schools	Jim Catlett, President Faculty Association
Laboratory Schools	Faculty Association
Dated Mar 9	Dated 5/16
. 2024	

#### **Mentoring Program**

The Faculty Association and the Administration agree to continue the First-Year Mentor Program from the 2019-2023 Collective Bargaining Agreement for the duration of the 2023-2027 Collective Bargaining Agreement with the following modifications:

- 1. The currently existing First-Year Teacher Mentor Program will be extended to a two-year program. Teachers who are in their second year of employment may elect to continue working with their faculty mentor.
- 2. The Faculty Association and the Administration agree to maintain a Mentor Program for assistant teachers.

  Victoria Jueds, Director
  Laboratory Schools

  Dated

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  Jim Catlett

  Jim

#### **Audit**

During the term of this Agreement, the Administration, in consultation with the Faculty Association, will conduct an audit of the Laboratory Schools to assess how the normal range of students' development and needs for cognitive, emotional, and social supports are addressed, taking into account students with neurodiverse profiles.

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Victoria ueds, Director Laboratory Schools	Jim Catlett, President
Laboratory Schools	Faculty Association
Dated May 9	Dated5/16
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. 2024	

## **Summer Work Performed By Department Chairs**

During the 2015 negotiations, the parties reviewed a list prepared by the Faculty Association of duties typically performed by department chairs during the summer break. During the term of the 2019-2023 CBA, the parties agree to compensate department chairs for such work during summer break. In order to determine the compensation, department chairs will submit to the Office of Educational Program a request for compensation which notes the anticipated number of summer workdays (or partial days) and a brief description of the work to be performed. The Office of Educational Program will evaluate the request and notify the department chair of the number of approved summer workdays. These approved days will be paid at the department chair per diem rate. The Office of Educational Program may approve unanticipated summer workdays on a case-by-case basis provided the request for approval occurs before the workday.

Charles Abelmann, Director Laboratory Schools	Jim Callett, President Faculty Association
Dated November	Dated 11/6/20/9
6fh , 2019	

# **Other Faculty Position Evaluation Forms**

Faculty together with administration will convene during the duration of the next contract cycle to create appropriate evaluation tools for faculty in roles such as librarians, counselors, makerspace, service learning, learning coordinators, and academic specialists. Faculty and administration will gather input from appropriate specialists to create an evaluation tool.

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Victoria Neds, Director Laboratory Schools	Jim Catlett, President Faculty Association	•
Dated May 9	Dated 5/16	_
, 2024		

# **MS Supervision**

The parties agree to establish a joint Association and Administration committee for the 2023-2024 school year to assess supervision needs in MS, such as lunch supervision, in the new schedule.

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Victoria Jueds, Director Laboratory Schools	Jim Catlett, President Faculty Association
Dated May 9	Dated 511
, 2024	·

### APPENDIX A

#### FACULTY EVALUATION POLICY

The essential purpose of evaluation, whether by peers or by principals, is to provide a basis for contractual decisions about a teacher's future at the Laboratory Schools. Throughout the process evaluation should be carried out in a manner that makes it a source of assistance and support to the teacher being evaluated. The following procedures will apply in reaching a decision about whether a faculty member (1) should be retained or (2), in the language of the contract, is "in need of assistance." These procedures are intended to insure that the benefits of evaluation will apply equitably.

Each probationary teacher and each teacher working under his or her first threeyear contract will be evaluated both by peers and by the principal of the School to which the teacher is assigned. The faculty and the administration have agreed about the benefits of peer involvement, both for the evaluators and for the teacher being evaluated and, thus, for the school. Because of these benefits and because teachers have a right to a peer component in their evaluation, it is incumbent on teachers to fulfill their duties as evaluators. Administrators have expressed eagemess to include peer judgments in evaluative decisions. In order for this to happen evaluations must be completed in a timely manner.

Before each fall evaluation, the administration will provide training for all evaluators, administrative and peer, to insure consistent preparation for the task of evaluating.

There are two basic forms for evaluation, a long form and a short form. Copies of these forms are attached below. The long form is used by both principals and peer evaluators for a faculty member's first evaluation at the Schools. Thereafter, both principals and peer evaluators use the short form.

At the beginning of an evaluation evaluators will discuss and explain criteria and procedures to those being evaluated. After completing an evaluation form, but before forwarding it to the principal or director, the principal and peer evaluator will present the forms to the teacher being evaluated and discuss the contents. The teacher being evaluated as supplementary or dissenting statement to either form.

The general criteria to be used in both peer and administrative evaluations are described in the long form. Appropriate variations on these criteria appear in the forms for librarians, counselors, and reading specialists. Additional forms may be developed as

needed.

Departments and other evaluating units may create their own procedures and criteria for evaluation, but they must be consistent with those outlined below. They must be written and shared each fall with faculty members to be evaluated. Copies of these departmental or other units' instruments will be on file in the libraries, available to all faculty members.

In evaluating members of the faculty we seek to apply clear standards fairly. Description of criteria is offered in an effort to bring consistency to the evaluation process and to help people understand expectations. Criteria for evaluation are divided between two categories, the first applying to the entire faculty and the second more

particularly dealing with classroom instruction. In both categories criteria apply differently to people working in different departments or at different grade levels. It is understood that no person can be expected to possess all desired qualities in equal degree. The presentation of the range of criteria is intended to help us focus on areas of excellence and areas requiring growth.

Neither the list of criteria nor the clarifying examples should be taken as exhaustive.

Faculty	Evaluation	Early (	Childhood	Da	te:
Name			School Year		
Position	-		Division / Dept		
Evaluato	r	-	Evaluator Title		
DOMAI	N 1: PLANNING AN	D PREPARATIO	N.		
A. /	Applying knowledge of Knowing and valuing s	f content and pedag	7 % a		
Rating:					
	lot Yet	☐ In Pr	rogress		Established
COMME	NTS				
DOMAI	N 2: LEARNING EN	VIRONMENTS			
	Cultivating respectful a		onments		
	Maintaining purposefu				
	Supporting positive stu Organizing spaces for I				
Rating:					
	lot Yet	☐ In Pr	rogress		Established
COMMEN	NTS				
0.40/10					
DOMAI	N 3: LEARNING EX	PERIENCES			
	Communicates about p		(Only K-12)		
	Engaging students in le Using assessment for le				
	Responding flexibly to				
Rating:					
	lot Yet	☐ In Pr	rogress		Established
COMMEN	NTS				

**DOMAIN 4: PRINCIPLED TEACHING** 

<ul><li>C. Growing and devel</li><li>D. Acting in service of</li></ul>			
Rating:			
□ Not Yet	☐ In Progres	ss $\square$	Established
COMMENTS			
DOMAIN 5: PROFESSIO	NAL RESPONSIBILITIE	ES	
B. Engages in self-asse	al standards of punctuality, essment, introspection, and a ssional development opportu	reflection	
Rating:			
□ Not Yet	☐ In Progres	ss	Established
COMMENTS			
RECOMMENDATIONS			
Faculty Member Signature			
Evaluator Signature			
Date			

A. Engaging families and communities

B. Contributing to school community and culture

**Note:** If the faculty member disagrees with elements of this evaluation, he/she has the opportunity to provide a written statement of disagreement. This statement will be attached to the evaluation and will be considered an official part of the employee 3 evaluation and record

Faculty Evaluation	Lower School	Date:
Position	School Ye Division / Evaluator	Dept.
DOMAIN 1: PLANNING A	ND PREPARATION	
<ul><li>A. Applying knowledge</li><li>B. Knowing and valuing</li><li>C. Planning coherent ins</li><li>D. Designing and analyz</li></ul>	students	
Rating:		
□ Not Yet	☐ In Progress	☐ Established
COMMENTS		
DOMAIN 2: LEARNING E	NVIRONMENTS	
<ul><li>A. Cultivating respectfu</li><li>B. Fostering a culture fo</li><li>C. Support positive stud</li><li>D. Organizing spaces fo</li></ul>	ent behavior	
Rating:		
□ Not Yet	☐ In Progress	☐ Established
COMMENTS		
DOMAIN 3: LEARNING E	XPERIENCES	
<ul><li>A. Communicates about</li><li>B. Using questioning an</li><li>C. Engaging students in</li><li>D. Using assessment for</li></ul>	d discussion techniques learning	
Rating:		
□ Not Yet	☐ In Progress	☐ Established
COMMENTS		

DOMAIN 4: PRINCIPLED TEACHING

C. Growing and developing professionally							
Rating:  Not Yet		In Progress		Established			
COMMENTS							
DOMAIN 5: PROFESSIONAL RES	SPON	SIBILITIES					
<ul> <li>A. Upholds professional standards of punctuality, courtesy, and discretion</li> <li>B. Keep track of students work and monitor student progress</li> <li>C. Takes part in professional development opportunities</li> </ul>							
Rating:	_		_				
□ Not Yet		In Progress		Established			
COMMENTS							
RECOMMENDATIONS							
Faculty Member Signature							
Evaluator Signature							
Date							

A. Engaging in reflective practice

B. Contributing to school community and culture

**Note:** If the faculty member disagrees with elements of this evaluation, he/she has the opportunity to provide a written statement of disagreement. This statement will be attached to the evaluation and will be considered an official part of the employee  $\bar{s}$  evaluation and record

Facult	y Evaluation	N	liddle School /High School		Date:	
Name			School Year			
Positio						
	ttor					
DOM	AIN 1. DE ANNING AND	PDEBAR	ATION			
DOM	AIN 1: PLANNING ANI	PREPAR	ATION			
	Applying knowledge of		pedagogy			
	Knowing and valuing stu					
	Setting instructional out					
	Planning coherent instru					
E.	Designing and analyzing	assessmen	S			
Rating	:					
	Not Yet		In Progress		Established	
COMM	ENTS					
DOM	AIN 2: LEARNING ENV	IRONME	NTS			
A.	Cultivating respectful an	d affirming	environments			
	Fostering a culture for le					
C.	Maintaining purposeful	environmen	ts			
D.	Support positive student	behavior				
E.	Organizing spaces for le	arning				
Rating	:					
	Not Yet		In Progress		Established	
СОММ	TENTS					
DOM.	AIN 3: LEARNING EXP	PERIENCE	S			
A.	Communicates about pu	rpose and co	ontent			
	Using questioning and d					
	Engaging students in lea					
	Using assessment for lea					
E.	Responding flexibly to s	tudent need	S			
Rating						
	Not Yet		In Progress	П	Established	
		9	111.1021033	J	Lataonanea	
COMM	ENTS					

### **DOMAIN 4: PRINCIPLED TEACHING**

	Engaging in reflect						
B. Contributing to school community and culture							
C.	Growing and devel	oping profession	ally				
Rating	:						
	Not Yet		In Progress		☐ Established		
СОММ	ENTS						
DOM	AIN 5: PROFESSIO	ONAL RESPON	SIBILITIES				
В. С.	Upholds profession Attends professiona supervision Maintains accurate Takes part in profes	al meetings and a student records	ppropriately carrie		ments, including adv	isory and	
Rating	:						
~	Not Yet		In Progress		☐ Established		
СОММ	ENTS						
RECON	<b>MENDATIONS</b>						
	/ Member Signature tor Signature						

**Note:** If the faculty member disagrees with elements of this evaluation, he/she has the opportunity to provide a written statement of disagreement. This statement will be attached to the evaluation and will be considered an official part of the employee  $\bar{s}$  evaluation and record

Facult	y: Teacher-Librarian Evaluation	Mic	ldle School/High School	Date
Name Positio Evalua			School Year Division / Dept. Evaluator Title	
DOMA	IN 1: PREPARATION AND PLANN	ing		
B. C. D. E.	Demonstrates knowledge of content and Sets appropriate instructional outcomes Designs coherent instruction Displays full understanding of the libral population Demonstrates an extensive knowledge Demonstrates an extensive knowledge	i iry's in: of the r	structional goals for all of the di	erary collection
Rating:	Doesn't Meet Expectations		Developing	Meets Expectations
СОММ	ENTS			
A. B. C. D.	LIN 2: THE CLASSROOM/LIBRAR' Creates an environment of respect for a Establishes a culture of learning Manages classroom/library procedures Manages student behavior appropriatel Manages physical space effectively in	all stud effecti ly	ents vely	ic flow, and optimal learning
Rating:	Doesn't Meet Expectations		Developing	☐ Meets Expectations
COMMI	ents			
A. B. C. D. E.	Communicates effectively with studen Engages students in learning Challenges students to think deeply, or Effectively uses questions, prompts, at Demonstrates flexibility and responsive	ommun nd disci		ider the points of view of others
Rating:	Doesn't Meet Expectations		Developing	Meets Expectations

DOMA	IN 4; REFLECTION AND COLL	ABORAT	TION	
В.	Accurately assesses the effectiveness Creates opportunities to collaborate Engages in self-assessment, introspe	with peers	s in information litera	icy and readers' advisory instruction
Rating:	Doesn't Meet Expectations		Developing	Meets Expectations
COMMI	ENTS			
DOMA	.in 5: Professional Respon	SIBILIT	IES	
В. С.	supervision  Maintains accurate, current, and eas circulation records; and statistics of	appropriate ily access library us	ely carries out specifi ible records including e	ic assignments, including advisory and galactic actual galactic ga
D.	Assesses the library collection, mak resources and equipment to keep ho			essment data, and weeds the collection of needs of the curriculum
Rating	: Doesn't Meet Expectations		Developing	Meets Expectations
COMMI	ENTS			
PECOM	MENDATIONS			
RECOM	MENDA HONS			
	Member Signature or Signature			-

Note: If the faculty member disagrees with elements of this evaluation, he/she has the opportunity to provide a written statement of disagreement. This statement will be attached to the evaluation and will be considered an official part of the employee's evaluation and record

Faculty Evaluation: School Counselor	Middle School /High School	Date
Name Position Evaluator	School Year Division / Dept. Evaluator Title	
DOMAIN 1: PREPARATION AND PLAN	NING	
<ul> <li>A. Demonstrates knowledge of developm served</li> <li>B. Sets appropriate outcomes for counse</li> <li>C. Communicates clearly in a timely and</li> <li>D. Uses paradigms and practices that are</li> <li>E. Serves as a resource for students, fam.</li> </ul>	ling activities with students, families I professional manner appropriate and relevant for school of	and faculty
Rating:  Doesn't Meet Expectations	Developing	Meets Expectations
COMMENTS		
A. Creates an environment of respect for B. Maintains a counseling presence that C. Manages counseling procedures effect D. Manages student behavior appropriat E. Manages physical space effectively in Rating:  Doesn't Meet Expectations  COMMENTS	r all students enhances the culture of learning stively ely	☐ Meets Expectations
DOMAIN 3: COUNSELING ACTIVITIE	s	
<ul> <li>A. Communicates effectively with stude</li> <li>B. Engages students in significant interaction</li> <li>C. Encourages openness, reflection and</li> <li>D. Effectively uses communicative strate interactions</li> <li>E. Demonstrates flexibility and respons</li> </ul>	actions that improve student committee the ability to consider the points of a legies that enhance the students' inside	view of others
Rating: Doesn't Meet Expectations	Developing	Meets Expectations
COMMENTS		

### **DOMAIN 4: REFLECTION AND COLLABORATION**

	A. Accurately assesses the effectiveness of counseling activities, using appropriate types of data and reporting styles					
В. 1	Welcomes opportunities to collaborate Engages in self-assessment, introspection					
Rating:	Doesn't Meet Expectations		Developing	Meets Expectations		
COMME	NTS					
DOMAI	IN 5: PROFESSIONAL RESPONSIE	BILITI	ES			
В	Upholds professional standards of punc Attends professional meetings and appr Maintains accurate student records			;		
Rating:	Doesn't Meet Expectations		Developing	☐ Meets Expectations		
Rating:	•		Developing	☐ Meets Expectations		
	•		Developing	☐ Meets Expectations		
COMME	•		Developing	☐ Meets Expectations		
COMME	NTS		Developing	☐ Meets Expectations		
COMME	NTS		Developing	☐ Meets Expectations		
COMME	NTS		Developing	☐ Meets Expectations		
COMME:  RECOMM	NTS		Developing	Meets Expectations		

Note: If the faculty member disagrees with elements of this evaluation, he/she has the opportunity to provide a written statement of disagreement. This statement will be attached to the evaluation and will be considered an official part of the employee's evaluation and record

Faculty Evaluation: Learning Coordinator	Middle School /High School	Date
Name Position Evaluator	School Year Division / Dept. Evaluator Title	, Whiteasy Williams Co. 1871
DOMAIN 1: PREPARATION AND PLANNIN	NG	
<ul> <li>A. Demonstrates knowledge of development served</li> <li>B. Sets appropriate outcomes for instruction</li> <li>C. Communicates clearly in a timely and properties of the paradigms and practices that are apple.</li> <li>E. Serves as a resource for students, familie</li> </ul>	al activities with students, families ofessional manner propriate and relevant for students	and faculty with learning differences
Rating:  Doesn't Meet Expectations	Developing	Meets Expectations
COMMENTS		
DOMAIN 2: THE ENVIRONMENT  A. Creates an environment of respect for all B. Maintains a professional presence that er C. Manages assessment and instructional pr D. Manages student behavior appropriately E. Manages physical space effectively in su Rating:  Doesn't Meet Expectations  COMMENTS	nhances the culture of learning rocedures effectively	☐ Meets Expectations
A. Communicates effectively with students B. Engages students in significant education differentiated instruction C. Encourages openness, reflection and the D. Effectively uses communicative strategic interactions E. Demonstrates flexibility and responsives	nal interactions that enhance stude ability to consider the points of v es that enhance the students' insig	iew of others
Rating: Doesn't Meet Expectations	Developing	

#### COMMENTS

**Evaluator Signature** 

Date

# **DOMAIN 4: REFLECTION AND COLLABORATION** A. Accurately assesses the effectiveness of instructional activities, using appropriate types of data and reporting styles B. Welcomes opportunities to collaborate with peers C. Engages in self-assessment, introspection, and reflection Rating: Doesn't Meet Expectations Developing Meets Expectations COMMENTS **DOMAIN 5: PROFESSIONAL RESPONSIBILITIES** A. Upholds professional standards of punctuality, courtesy, and discretion B. Attends professional meetings and appropriately carries out specific assignments, including advisory and supervision C. Maintains accurate student records Rating: Doesn't Meet Expectations Developing Meets Expectations **COMMENTS** RECOMMENDATIONS Faculty Member Signature

Note: If the faculty member disagrees with elements of this evaluation, he/she has the opportunity to provide a written statement of disagreement. This statement will be attached to the evaluation and will be considered an official part of the employee's evaluation and record

## Assistant Evaluation Expectations Nursery/Kindergarten

Domain 1: Preparation and Planning						
Rating:	□ Not Yet		In Progress	☐ Established		
COMMENTS						
Domain 2: Th	ne Classroom Envir	onm	ent/Instruction			
Rating:	□ Not Yet		In Progress	☐ Established		
COMMENTS:						
Domain 3 Com	munication and Collab	orati	on			
Rating:						
	□ Not Yet		In Progress	☐ Established		
COMMENTS						
Domain 4: Professional Responsibilities						
Rating:	□ Not Yet		In Progress	☐ Established		
COMMENTS						

Recommendation (for final evaluation of year)

Recommended to return to present classroom

Recommended for reappointment to another classroom

Not recommended for reappointment

#### Addendum 3: STATEMENT OF INTENT AS TO ROLLING CONTRACT

The Personnel Policy calls for regular and careful consideration of a teacher's work in the years preceding his designation as senior teacher. It requires thoroughness and a high level of professionalism on the part of the advisory committee which recommends the teacher's appointment as senior teacher.

The criterion for appointment as senior teacher is demonstrated excellence in teaching and in the performance of other professional responsibilities.

Once the teacher has been appointed senior teacher, on the basis of this kind of appraisal, it is reasonable to suppose that he will continue to maintain professionalism. It is supposed also that the institution will maintain a climate supportive of high standards. The Personnel Policy outlines procedures for constructive solutions if problems occur. Thus it is assumed that the occasion to challenge through formal proceedings a senior teacher's competence will arise rarely.

When a claim of incompetence arises against this background, it is reasonable to require the institution to substantiate it in a way consistent with professional and institutional standards. The Personnel Policy is designed to arrange, in the rare cases where the need arises, for the fair and careful appraisal of the evidence on which the claim is based. It thus protects the teacher from capricious or unreasonable demands; it likewise protects the institution from ill-founded charges of unjust and arbitrary behavior. In drawing up some portions of the Personnel Policy, some sections of the Statement on Academic Tenure and Freedom of the American Association of University Professors were used as guidelines.

The procedures of the Personnel Policy are designed to provide for responsible faculty and administrative participation in decisions of great importance both to individuals and to the institution. It is assumed that thoughtful and reasonable interpretations of professional standards and school practices can best be made within the institution.

#### AMENDMENT TO PERSONNEL POLICY

After sentor teacher status has been awarded, continued excellence is assumed, and three-year rolling contracts will be renewed automatically each year. The procedures outlined below are based on the belief that dismissal proceedings are a symptom of failure within the educational system and on the associated desire to work toward the creation of a system in which dismissals of senior teachers are unlikely to occur.

In the event that the Director, principal, or department chairman (when applicable) questions the professional competence of a senior teacher, the following procedure shall be followed.

- 1. Initial informal conversations shall be held between the teacher and the person questioning the teacher's competency. If further conversations are necessary, the Director shall be included.
- 2. In the event that the question is not resolved, the Director shall send a written statement to the teacher. This notice, indicating that non-renewal of the contract is under consideration, shall include a statement of the concern and shall be as specific as possible. The concern shall be related to departmental or grade level criteria, clearly defined school policy, or generally accepted professional standards. The giving of this notice relieves the institution from the obligation to renew the contract as long as the matter is under consideration as defined in any step below.
- 3. a) The Director and the teacher may decide upon a program aimed at resolving the matter. This program may take the form of discussions and/or guidance involving persons mutually agreed upon. This program shall not extend beyond one year from the date of the written statement.
  - b) If both the Director and teacher, or if the teacher alone, decide to by-pass or terminate the one-year program, or if at the end of the year the matter is not resolved, a three-member advisory committee shall be selected from the faculty. The Director shall select one member, the teacher one, and the two selected members shall together choose the third member. This committee shall study the matter and seek to work out a resolution of it with the parties. The work of this committee shall not exceed thirty days unless both parties and the committee believe unanimously that continuation will be fruitful; the length of extension shall be agreed on unanimously.
- 4. If the problem continues unresolved a formal hearing before a faculty board shall be held. Through this hearing the board shall determine whether or not the institution has demonstrated adequate cause for the termination of the teacher's employment. Cause shall be based on one or more of the following:
  - (1) Laboratory Schools departmental or grade level criteria
  - (2) Clearly defined school policy
  - (3) Standards generally accepted by the teaching profession
  - a) The board shall consist of five senior or master teachers, none of whom has served on the advisory committee (3.b.). One shall be appointed by the teacher and one by the Director. These two appointees shall select by mutual agreement three other faculty members, at least one of whom shall come from the faculty unit to

which the teacher is assigned. The Nursery School and Lower School faculty shall comprise one unit, the Middle School faculty shall comprise a second unit, and the High School faculty shall constitute a third unit.

If full agreement as to the composition of the board is not reached within two weeks, the remaining vacancies shall be filled by drawing by lot from eligible senior and master teachers. If necessary, a drawing from the teacher's faculty unit will be made if there is a vacancy in that unit.

The hearing board shall establish its own procedures, consistent with the guidelines which follow and with the desirability of an early conclusion of the matter. A final decision shall be made no later than December 15 of the third year of the teacher's contract. Normally it would be anticipated that the total procedure would require less time.

- b) The hearing shall be private unless the teacher requests that it be public. In a hearing the teacher and Director shall be present at all times except during deliberations of the board. Also, the teacher and Director may each have present no more than two self-chosen advisors.
- c) The hearing shall occur at a time and place set by the board. It shall begin within two weeks of the naming of the board.
- d) The teacher shall bear any expense incurred if he employs an advisor.
- e) Detailed minutes of the hearing will be kept, and the entire proceedings will be taped and transcripts made, if requested by the teacher. Copies of all minutes and transcripts will be made available to the teacher and the Director.
- f) The board will be charged with the evaluating of the Director's complaint, both as to its factual basis and as to whether it constitutes just and sufficient cause for dismissal of the teacher in question.
- g) The hearing board will grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.
- h) The faculty member and the Director will be afforded an opportunity to obtain necessary witnesses and documentary of other evidence, and the administration will, insofar as is possible for it to do so

secure the cooperation of such witnesses and make available necessary documents and other evidence within its control. The school will arrange to free members of the hearing board and individuals appearing before it from other responsibility, so as to expedite the matter.

- i) The faculty member and the administration will have the right to confront and cross-examine all witnesses. Where the witness cannot or will not appear, but the board determines that the interests of justice require admission of his statement, the board will identify the witness, disclose his statement and if possible provide for interrogatories.
- j) In the hearing of charges of incompetence the testimony shall include that of qualified faculty members from this or other comparable institutions.
- k) The hearing board will not be bound by strict rules of legal evidence, and may admit any evidence which is of value in determining the issues involved. Every possible effort will be made to obtain the most reliable evidence available.
- 1) The findings of fact and the decision will be based solely on the hearing record.
- m) Except for such simple announcement as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case by either the faculty member or administrative officers will be avoided.
- n) The Director and the faculty member will be notified of the decision of the board in writing and will be given copies of the record of the hearing.
- The majority recommendation of the hearing board shall be binding.
- 6. In the event that the board recommends the retention of the teacher, the report of the board shall become a part of the teacher's permanent personnel file. It is assumed that in this case all parties will make a strong effort to return to normal and productive working relationships. If a claim of incompetence is again made against the teacher, it must be supported by new and substantial factual evidence relating to the period following the hearing.
- II. A senior faculty member will be suspended if his continued teaching threatens the well-being of children. Appropriate grounds for summary suspension by the

Director include cruelty, gross negligence in the care of children, and moral turpitude. During the period of his suspension, the faculty member shall receive full salary. Termination of a contract in such a case will occur only after a hearing conducted in accordance with the hearing procedures above. These procedures are described in 1.4,5. Prior steps 1.1.2 and 3 will be omitted.

Resolution of the matter will be completed within 60 days or the limits of the academic year, whichever period is longer.

- III. Non-renewal of a rolling contract for medical reasons will be based upon professional medical evidence. If the faculty member so requests, the decision not to renew the contract shall be reviewed by the Personnel Policy Coordinating Committee, but its recommendations will not be binding.
- IV. Where a rolling contract is not renewed because of termination or curtailment of program, the procedures in I. shall not apply. Instead, the following procedures will be followed.
  - By December 15, the teacher shall be notified in writing of the intent of the administration not to renew the rolling contract. (At this point, the contract in force has more than two years to run.)
  - 2. If the teacher wishes, and so requests in writing, the administration will try to retain the teacher in the Laboratory Schools in a position appropriate to the professional experience and training and/or retraining of that teacher, should such a vacancy occur. In such an event, the administration and teacher will develop a mutually acceptable written plan indicating the steps necessary to make the teacher fully qualified for the proposed new assignment or assignments. The administration may bear some or all of the direct or indirect costs of such retraining, but it has no obligation to do so. If the teacher does not wish to use this opportunity for potential retraining and possible reassignment, the teacher will so indicate in written notice to the administration by the following April 15.

Among the steps included in such a plan might be:

- a) Providing a trial period at a different assignment, along with guidance and counseling in it;
- b) Instituting arrangements for appropriate in-service training;
- c) Making it possible for the teacher to work with an experienced teacher in a team format; and
- d) Teaching schedule adjustments to facilitate the teacher's taking planned courses.

In every instance of proposed reassignment either within a department or other faculty unit, or between departments or other faculty units, the administration will consult with the department or faculty unit to be affected. Standard procedures used in the selection of faculty members will be employed by the department or faculty unit in evaluating the proposed reassignment. The administration will make a decision regarding the proposed reassignment after receiving advice from the department or faculty unit.

When a teacher is assigned to a new position, the evaluation procedures for deciding whether the teacher will continue in that assignment (and become a Senior Teacher in that department or faculty unit) are exactly those for any first year teacher, including appropriate departmental or faculty evaluation.

If an appropriate vacancy exists, a request for reassignment to that position made by a Senior Teacher whose rolling contract has not been renewed because of curtailment or termination of program will be considered before any other request for transfer to the position.

- If during the remaining life of the teacher's rolling contract the teacher's original position again becomes available, the teacher shall be offered that position and a new rolling contract. This offer shall not be contingent on any reevaluation.
- 4. If a teacher has been notified of the intent not to renew a rolling contract, and a permanent part-time vacancy occurs during the duration of the contract or within two years of its termination, the teacher shall be offered a part-time rolling contract.
- 5. The date of termination of a rolling contract is that given in the contract. A teacher who goes on leave while under a rolling contract does not thereby defer the expiration date of the contract.
- IV. 2. above shall be grievable by the in-school grievance procedure currently in effect in the contract between the University of Chicago and the Faculty Association (AFL-CIO Local 2063).
- 7. During the last year of the rolling contract, should the administration decide not to offer the teacher a new rolling contract, final notification shall be given in writing by December 15. The teacher may be offered a one-year contract for the following year if only a temporary vacancy exists in the position. If the teacher accepts such a one-year contract, the teacher's status shall be regarded as identical to that of a teacher in the

- third year of a rolling contract which has not been renewed because of termination or curtailment of program.
- 8. If a rolling contract is not renewed because of termination of program, the teacher's place will not be filled by a replacement within a period of two years following the elimination of the position unless the teacher - whether still with the school or not - has previously been offered reappointment and had reasonable time to accept or decline the offer. The responsibility for advising the administration of his or her address shall be that of the teacher, and the administration shall be responsible for notifying the teacher that the vacancy exists. The following shall constitute reasonable efforts on the part of the administration to contact the teacher. notice by certified mail to the last known address; written notice to all current faculty members requesting their assistance in locating the teacher; and written notice to the colleges and/or universities which the teacher has attended (according to the teacher's personnel file) requesting their assistance in locating the teacher. If the reappointment is for a regular full-time position, a rolling contract will be offered to the teacher. If the reappointment is for a temporary position, a contract for the anticipated duration of the position will be offered to the teacher.
- In every instance of proposed reduction and/or reassignment either within a department or other faculty unit, or between departments or other faculty units, the administration will consult with the department or faculty unit to be affected. Standard procedures used in the selection of faculty members will be employed by the department or faculty unit in evaluating the proposed reassignment. The administration will make a decision regarding the proposed reduction and/or reassignment after considering the advice from the department or faculty unit.
- Reductions in force shall be by seniority in the department. For the purposes of this section, grade levels N through 5 shall be considered as one department.
- V. Amending procedure. It is the intent of the rolling contract policy that the teacher who has come under its provisions by attaining the status of senior teacher or master teacher shall enjoy the job security it provides until he reaches retirement. The procedures for amending the rolling contract policy are designed (1) to protect the teacher holding such a contract from amendments in the substance of the policy while permitting procedural changes and (2) to permit modifications of the personnel policy, as they may be applied to teachers who do not hold rolling contracts at the time of the amendment.
  - 1. Periodic reexamination of the entire policy and amendment will be possible under the general amending procedures of the personnel policy,

provided that no substantive changes will apply to teachers already holding rolling contracts.

- 2. The substance of the policy is binding insofar as it affects teachers holding rolling contracts. This substance includes the idea of automatic annual renewal of a three-year contract and the assurance that non-renewal of such contracts and subsequent termination can only be made either (a) because of termination or curtailment of program or (b) for reason of incompetency, as defined in i.4, which must be demonstrated at a formal hearing before a faculty board with adequate protection for the rights of the teacher in an adversary situation.
- 3. Amendments as to procedures which do not go to the substance insofar as they affect teachers holding rolling contracts, must be approved by the Director and by a two-thirds majority of teachers already holding contracts.
- 4. In the event that a proceeding leading to the non-renewal of a contract is already under way, no amendment of the policy affecting that individual can be made.
- 5. During the course of a proceeding, procedural changes which relate solely to the administration of the policy may be made by the Director but only after consultation with the Personnel Policy Committee. This provision is designed to provide for circumstances, such as sudden illness of a hearing board member, problems as to deadlines posed by the timing of school holidays, or other unexpected contingencies, not explicitly covered in other sections.

### Addendum 4: CORRESPONDENCE

March 11, 1983

FROM:

Mayer, Brown & Platt 231 South LaSalle Street Chicago, Illinois 60604

TO:

Gilbert A. Cornfield, Esq. Cornfield & Feldman 343 South Dearborn Street

13th Floor

Chicago, Illinois 60604

RE:

The University of Chicago Laboratory Schools - The Faculty Association

Agreement

Dear Mr. Cornfield:

This will confirm our understanding that non-renewal of a three-year contract of a teacher hired after January 1, 1983 is an appropriate subject to be brought before a meeting of the Faculty Committee and Director under the provisions of Article VII-C of the University proposal of March 11, 1983.

Sincerely,	
(sign	ed)
Stuart Bern	steir

.. •**∢**. .

SB: jph

cc: Mr. James Van Amburg

Addendum 4: CORRESPONDENCE

March 30, 1983

FROM:

The University of Chicago The Laboratory Schools 1362 East 59<sup>th</sup> Street

Chicago, Illinois 60837

TO:

Phil Montag President

Faculty Association

Dear Phil:

The Statement of Intent as to Rolling Contract and to Personnel Policy referred to in my letter of January 26, 1981 to Mary Biblo, then President of the Faculty Association of the Laboratory Schools, will continue to be applicable to all persons employed as of December 31, 1982 who have achieved senior teacher status or who will achieve senior teacher status during the term of the Agreement between The University of Chicago and The Faculty Association dated July 1, 1982. However, the University reserves the right to amend at any time the dispute resolution procedures set out in those documents. As you know, during the course of negotiations leading to the current Agreement, The Association disclaimed any authority or right to negotiate with respect to modification of these documents.

Sincerely,

(signed)
James E. Van Amburg

JVA: dge

#### Addendum 4: CORRESPONDENCE

March 31, 1983

FROM

Faculty Association of the University of Chicago

Laboratory Schools

Local 2062

American Federation of Teachers

**AFL-CIO** 

TO:

Mr. James E. Van Amburg, Director

University of Chicago Laboratory Schools 1362 East 59<sup>th</sup> Street Chicago, Illinois 60637

Dear Mr. Amburg:

The Association acknowledges receipt of the administrator's "Statement of Intent" relative to "rolling contacts," dated March 30, 1983. I wish to restate the position of the Association. The Association maintains that all faculty, hired prior to January 1, 1983, have a vested right in the maintenance of the existing provision of the Personnel Policy regarding rolling contracts; and, that, the Association is without legal authority to modify the Policy through negotiations. Therefore, if the administration does, unilaterally, change the terms of the Policy, the Association will pursue appropriate legal action.

Very truly yours,

(signed)

Philip E. Montag

President

PM: mb

#### **Appendix B: Self-Evaluation Narrative**

- 1. Describe the features of your self-evaluation program. The features will typically align with one or more of the following professional development domains: planning and preparation, classroom environment, instruction, professional responsibility.
- 2. Describe components of your self-evaluation program, such as:
  - a. The program scope
  - b. Describe whether the self-evaluation project will be completed individually, with a peer, or in a collaborative group
  - c. The projects timeline throughout the year
  - d. The anticipated goals
  - e. Logical milestones
- 3. Identify and describe the domains(s) of professional development on which you would like to focus and on which the program will be aligned, which may include the following: planning and preparation, classroom environment, instruction, professional responsibility.
- 4. How will you continue to develop in this area during your professional tenure?
- 5. At the conclusion of your self-evaluation project, describe the work that was completed.

Note: Faculty may add to, subtract from, or modify the contents of this Self-Evaluation Narrative throughout the year