



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, 2008 - June 30, 2011

TABLE OF CONTENTS

		<u>Page</u>
Article I	Recognition	1
Article II	Definitions	1
Article III	The Laboratory Schools Board	2
Article IV	Continuation of Faculty Committees	2
Article V	Equal Opportunity Statement	2
Article VI	No Strike - No Lockout	2
Article VII	Working Conditions	3
Section A	Academic Freedom	3
Section B	Personnel Files	4
Section C	Faculty Participation	6
Section D	Room Assignments, Set Up, and Space Use	6
Section E	Letters of Appointment	7
Section F	Teaching Load and Assignments	7
Section G	Administrative Work.....	11
Section H	Faculty Work	11
Section I	Teaching Assignment Procedure	11
Section J	Administrators Teaching	12
Section K	Athletic Director	13
Section L	Class Size	13
Section M	Personnel Policy Respecting Persons Employed Prior to January 1, 1983	14
Section N	Personnel Policy Respecting Persons Employed After December 31, 1982	15
Section O	Personnel Policy Respecting Assistant Teachers	20
Section P	Safety & Health	21

Article VIII	Professional Development	21
Section A	General Introduction & New Teacher Orientation	21
Section B	Professional Renewal Program	22
Section C	Continuing Education	23
Section D	Paid Study Leave	24
Article IX	Grievance Procedure	25
Article X	Leaves of Absence	31
Section A	Discretionary Leave of Absence	31
Section B	Sick Leave, Personal Leave, & Religious Holiday	31
Section D	Parental Leave	32
Section E	Continuation of Benefits	33
Section F	Position on Return	33
Article XI	Benefits	33
Article XII	Salaries, Released Time and Supplementary, Extra-Service Pay Schedule	39
Article XIII	Dues Checkoff	53
Article XIV	Effect of Agreement	54
Section A	Savings	54
Section B	Finality	54
Section C	Duration	55

ARTICLE I

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 nursery, lower school, middle school, and high school) who are head teachers, assistant teachers, classroom teachers, special area teachers, guidance counselors, librarians, and department chairpersons, excluding student teachers, Director, Associate Director of the Employer, Principals, Assistant Principals, Director of Student Services, administrative assistants, Academic Dean, Deans of Students, Athletic Director, clerical employees, administrative employees, maintenance and technical employees, supervisors as defined in the National Labor Relations Act, and all other employees.

ARTICLE II

Definitions

- A. 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:
 - 1. None of Article VII, Sections M and N, Personnel Policy, will apply to assistant teachers.
 - 2. Article VII, Section F, Teaching Load and Assignments, will not apply to assistant teachers.
- B. Unless otherwise specified in this Agreement the term "Schools" shall be understood to mean the Laboratory Schools of the University of Chicago.
- C. The term "individual Faculty" as used in this Agreement refers to any of the Faculties I, II, III, or IV.

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 Chairman of the Board of the Laboratory Schools, which writing shall be distributed by the Chairman of the Board to other Board members. The President of the Association may also make a written request to the Chairman 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:

- A. The Employer shall not lock out its employees, and

- B. 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. Academic Freedom

1. It is the intent of the parties to assure 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, his or her views with respect to any educational matter relating to the Schools.

B. Personnel Files

1. The designee/s of the Director shall maintain teachers' personnel files in a manner which will reasonably guarantee their confidentiality. Access to a teacher's file shall be limited to:
 - a. the teacher, and, if the teacher so desires, a representative to accompany the teacher
 - b. the Director
 - c. the designee/s of the Director
 - d. the Associate Director
 - e. the principal or principals under whom the teacher is working or may be working
 - f. a designee of the teacher presenting separate written authorization for each and every specific examination of file requested.
2. If a teacher, or a designee of the teacher, requests to see the teacher's file:
 - a. its contents shall be reviewed by the Director
 - b. confidential documents from the outside agencies related to the teacher'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 chairpersons, 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 teacher's file
 - d. all documents in the teacher'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 teacher, or the designee, upon reasonable and timely request to the secretary of the Director and in the presence of the secretary of the Director. The teacher may make copies of these documents at the teacher's own expense
 - e. a teacher shall have the right to see the personnel file within a reasonable period of time (seven business days) after making a request to see the file.
3. A copy of any evaluative material shall be given to the teacher, and the teacher shall have the opportunity to respond to it within ten working days of receipt, prior to insertion of material in the file.
 4. A teacher 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 teacher and all materials concerning the conduct and performance of a teacher shall be placed in the Director's teacher file which is the subject of this Section.
 6. If the teacher and Administration agree that certain material can be removed from the file, it shall be removed.

C. Faculty Participation

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. Furthermore it is agreed that 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. Any modifications or changes of the processes shall be decided by appropriate administrative and faculty representatives.

D. Room Assignments, Set Up, and Space Use

1. Barring unusual circumstances which could not have been reasonably foreseen, by May 1 the Administration shall notify Lower School homeroom teachers and teachers of subjects involving 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 paid work days during the summer. The rate shall be \$145/day in 2008/09 and \$150/day in 2009/10 and \$155 in 2010/11.

3. Faculty member 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. Teachers 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. after school programs) outside of the normal school day.

5. Teachers 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 teachers will receive their individual employment contracts by the first day of Winter Quarter and must return them by February 1. Those teachers 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. Teachers 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

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

2. 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. When the aggregate combination of the various factors exceeds the typical teaching load, an

adjustment in the teacher's workload will be considered. If one factor is excessive, other factors may be reduced to keep the overall load within a reasonable range. 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 and to their principal(s) and to a representative of the Faculty Association. The teacher and the grade/department chair will then meet within two working days with the appropriate principal to examine the concern and seek resolution.

3. In general, faculty members will be assigned no more than three lesson preparations. Exceptions will be made when peculiarities of subject matter and staffing require it.
4. The general workweek for each teacher is 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 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 30 hours. The Faculty Association will be formally represented in discussions with faculty concerning schedules and workload that could lead to an increase in student contact time. Prior to implementing any increase in student contact time, the Administration will meet with the Faculty Association and seek agreement concerning the proposed increase. Student contact time shall include classroom instruction; student conferences; supervision of independent study; supervision of students during

homeroom periods, in the cafeteria and halls and in outdoor play areas; general supervision in and around the Schools; sponsorship and supervision of clubs and other student activities; field trips; proctoring exams; chaperoning of school events.

6. Assignment to cafeteria supervision, hall supervision and Middle School tutorial and assembly will not exceed an average of two hours a week in any quarter for any teacher. Assignment to sponsorship and supervision of clubs will not normally exceed an average of one day a week and will never exceed an average of two days a week in any academic year for any teacher. Classroom instruction will not exceed five courses a week for any teacher in the Middle and High Schools. 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.
7. A teacher who is assigned to supervise a Middle School or High School Advisory will be assigned no more than four additional courses. 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 an assembly period during any given week.
8. Assignment of cafeteria supervision, hall supervision, Middle School tutorial and assembly, and the chaperoning of students at School sponsored social events will be equitably distributed, it being understood that equal rotation of such assignments may not be feasible or possible. A schedule of such assignments will be periodically posted.
9. The schedules of part-time teachers shall be proportional to the fractions of full-time they are employed.
10. If a teacher's presence is required by the Administration 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.

11. 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.
12.
 - a. Both parties recognize the value of such activities as May Project, Rites of May, Arts Fest, 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 other demands on teacher time of classroom instruction and related activities. Participation in these programs is encouraged. Since they are voluntary, no teacher 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 camping program (6th grade camp, 7th grade camp, and/or 8th grade class trip) may be required to substitute up to his or her 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 working days in advance, when possible. For all classes thus not covered, the existing policy for securing substitutes will be followed.
13. When there are evening parent conferences, the class schedule will be reduced by at least 40% on the day of the conferences or the day following.
14. Unless otherwise agreed to between the Administration and the Association, or unless otherwise required by law, the number of teacher attendance days shall not exceed 178 for the 2008-09, 2009-10, 2010-11 school years.

G. 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.

H. Faculty Work

Co-curricular and extra-service positions shall be filled by qualified faculty members 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 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 has taken place.

I. Teaching Assignment Procedure

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. Each teacher in the Lower School may submit in writing to the Lower School principal by the end of the first week of the Spring Quarter recommendations for his or her teaching assignment for the following academic year.
4. Each teacher will be notified in writing of his or her tentative teaching assignment for the next academic year by the last day of school, unless specific circumstances prevent such notification. In the latter case, notification shall be no later than August 1.

5. A teacher may request reconsideration of all or a part of the assignment by submitting a written request for reconsideration to the Administration within one 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 teacher, will notify the teacher in writing of the assignment within two 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 teacher. In the event of a change in assignment after the start of the academic year, the teacher 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 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.)

J. Administrators Teaching

1. An academic administrator with the desire to teach and who is qualified (as determined by the Director and the Department Chair in consultation with the department) shall be eligible to do so, with the understanding that there will be no reduction in teaching fifths available to faculty and no qualified faculty member will thereby 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.

K. Athletic Director

1. The Athletic Director coordinates with the middle school and high school principals. 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 members on the Athletic Advisory Council as long as the advisory group continues its role.

L. 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 which 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 the Nursery, Lower and Middle Schools. In the High School the Administration will consult with the teacher to be affected before a 24th 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.

1. Nursery School classes are set at 22 (full) and 23 (maximum).
2. Kindergarten classes are set at 23 (full) and 24 (Maximum).
3. Lower School classes (grades 1 - 4) are set at 23 (full) and 24 (maximum), except in Blaine rooms #204, #304, and #403. Class size limit for these rooms is 22 (full and maximum).
4. Double classrooms are set at 40 (both full and maximum).
5. Middle 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 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.
7. Class size in Beginning Photography shall be limited to the current number of available stations. The need for workstations and/or special equipment may also 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 foreign languages, especially in the early years, and will endeavor to balance foreign 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 5 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 K, 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 his/her choice could request a meeting with the Director and respective principal to further discuss the issue.
12. Study skills classes shall not exceed six (6) students.

M. Personnel Policy Respecting Persons Employed Prior to January 1, 1983:
Senior Teachers and Senior Part-time Teachers

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

1. Senior Part-time Teachers:

If a Senior Part-time Teacher is offered full-time employment at the Laboratory Schools, this person shall become a Senior Teacher -- that is, shall acquire Full-time Senior Teacher 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 teacher on leave) then the teacher shall return to Senior Part-time status at the expiration of this specified period.

2. A Full-time Senior Teacher 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 Teachers.
3. Master Teachers:

Nothing in this Agreement is intended to bar the continued designation of Master Teacher. For contractual purposes, Master Teachers will have the same relation with the Employer, as do Senior Teachers and Senior Part-time Teachers, whichever applies.

N. Personnel Policy Respecting Persons Employed After December 31, 1982

1. A person becoming a teacher on or after January 1, 1983, will be probationary for a period of three full academic years, during which time he or she 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 year. Unless a position is open because a teacher is on leave and expected to return, all newly hired teachers will begin the probationary period, and will not have to subsequently re-apply for the same position.
2. During the probationary period stipulated in Article VII N. 1. above, the teacher will be evaluated by the Principal and a peer during the Fall and Winter Quarters of his/her first two years, and then in the Fall Quarter only during the third year. The following procedures will apply.

- a. By October 1, the Administration will inform Principals, Grade Level and Department Chairs which faculty members will be evaluated during the school year. The list will consist of all probationary teachers and teachers in their sixth year of service.
 - b. By October 15th, Principals will meet with those being evaluated to familiarize them with the evaluation plan.
 - c. By the end of the first full week of December, peer evaluations are to be completed and forwarded to the Principal. Peer evaluators may wish to discuss their work with the Principal before this deadline. For a teacher's first evaluation at the Laboratory Schools, peers and Principals will use the "long form" of the evaluation instrument. Thereafter, they will use the "short Form." Reference the Appendix "Faculty Evaluation Policy and a sample evaluation form."
 - d. By the end of the second full week in December, Principals will complete and forward their evaluations, with the peer evaluations, to the Director of the Laboratory Schools.
 - e. For probationary teachers, there will be a second evaluation in each of the first two years. The peer component of that evaluation will be forwarded to the Principal by the beginning of the next-to-the-last week of the winter quarter.
 - f. By the beginning of the last week of the winter quarter, Principals will forward their evaluations and the peer evaluation to the Director.
 - g. The criteria and the forms to be used in these administrative and peer evaluations are specified in the Appendix "Faculty Evaluation Policy."
3. Upon successful completion of the probationary period, a teacher will be offered a three-year rolling contract, during which period he or she may be terminated at any time only for cause (including incompetence), or at the end of any academic year upon one year's notice because of curtailment of any academic program or reduction in staff. The three-year rolling contract is renewed each year, either after non-evaluation years or upon successful completion of an evaluation process.

4. Each teacher will next be evaluated after completing five years of teaching at the Laboratory Schools (that is, in the sixth year). Evaluations will be completed during the Fall Quarter, by both the Principal and the peers according to the procedure specified in Article VII, N.2.a-g above, except that if a Principal's evaluation schedule in a given year doesn't provide sufficient time for the process, some evaluations may be scheduled for the Winter Quarter by mutual agreement between the Principal and the faculty member.
5. If the teacher is progressing satisfactorily, the evaluation process will result in the Administration issuing a positive written evaluation and a new three-year contract would begin the subsequent year.
6. In the event that the administration can document serious concerns about a teacher's performance after the probationary period has passed, the following procedure shall be followed:
 - a. The division Principal shall hold conversations with the teacher to outline the concerns, discuss remedies, and establish goals for improvement. The Principal and teacher shall have regular meetings to monitor progress towards the goals. The teacher may, at his or her option, be accompanied by a representative of the Faculty Association or any other faculty member.
 - b. If these actions do not resolve the issue, the Director shall send a written statement to the teacher. This notice, indicating that non-renewal of the three-year rolling contract is under consideration, shall include a statement of the concern, shall be as specific as possible, and shall include all available documentation. The concern shall be related to departmental or grade level criteria, clearly defined school policy, or generally accepted professional standards. The Principal shall then initiate a formal evaluation, using the process specified for the sixth-year evaluation, including the mandatory peer evaluation. Before the evaluation is begun, the Faculty Association shall be notified that the evaluation is taking place.
 - c. 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.

- d. Following an unsatisfactory formal evaluation, an assistance program shall be developed to strengthen the teacher's performance in the areas that are judged deficient. The Principal, the teacher, and the peer evaluator will all be involved in developing the program and setting specific goals. The program may take the form of discussions and/or guidance involving persons mutually agreed upon and shall last no more than three consecutive academic quarters (excluding Summer Quarter).
- e. The Principal and a peer evaluator shall continue quarterly evaluations until the matter is resolved or until the assistance program is completed. These evaluations shall consist of a minimum of two 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.
- f. The Director may at any time decide to issue the teacher a new rolling three-year contract. If the teacher receives three 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 Term). If the Principal and Director do not believe that the teacher's contract should be renewed, the teacher will be notified immediately but no later than the end of the Winter Quarter of the school year in which the assistance program ends.
- g. A 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 report. In these circumstances, the teacher shall receive a one-time payment equal to 50% of his or her salary in the year of resignation. The Director may, at his or her discretion, extend a similar offer to a teacher who continues to receive unsatisfactory evaluations in the second year of his or her existing contract, in which case the amount shall be no less than 20% of the teacher's current salary.

- h. A teacher who receives a notification for non-renewal of his or her contract at the conclusion of an assistance program and by the end of Winter Quarter may be terminated at the conclusion of the year in which they receive the notification. Teachers who receive such notification after the end of the Winter Quarter shall be contracted to work through the upcoming school year if they do not accept a contract buyout.
 - i. Under the provisions of this section (VII,N) no full three year rolling contract shall be reduced to less than two years.
 - j. The provisions of this section apply only to situations that arise in or after the 2008-2009 school year. None of its provisions shall be applied retroactively to teachers already placed in an assistance program.
- 7. In the event of termination for cause during the term of any contract, the teacher may challenge the termination by submitting a written grievance within ten days of the receipt of notice of termination to the Director, who will meet with the teacher and a representative of the Association if the teacher so requests within ten days thereafter to discuss the grievance. If the grievance is not resolved to the satisfaction of the teacher within ten days after the meeting, the teacher or the Association on his or her behalf may within the following ten days invoke final and binding arbitration by submitting a written request therefore to the Director. The Director or his designee and the teacher or the Association on his or her behalf shall select an arbitrator within seven 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 arbitrator's fees and expenses shall be borne equally by the Schools and the teacher or Association.
- 8. In the event of a curtailment or elimination of a program, the Administration will consult with the Faculty Association concerning those teachers affected. The Administration will consider a teacher's qualifications to teach at the available class level and subject matter, the teacher's 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 10 school days of notification of the reduction to the teacher.

If, after a curtailment or elimination of a program, the program is reactivated or staffing levels increase, a laid off employee who has worked under a three-year rolling contract will retain the right of recall to his/her position for a period of three years from September 1st following the date of layoff.

O. Personnel Policy Respecting Assistant Teachers

1. Assistant teachers work on an annual contract. All assistant teachers will be notified by May 1 if they will be continuing in their current assignment.
2. 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.
3. Openings for assistant teachers will be posted according to the procedure specified in Article VII, Section I.7. Assistant teachers currently employed who apply shall be considered and interviewed for such openings before any outside applicants.
4.
 - a. For an assistant teacher in her or his first year the evaluation will be done twice, as it is done with probationary head teachers. The first evaluation, at the end of the Fall Quarter will give the assistant teacher constructive feedback that she or he can implement and develop during Winter Quarter. The second evaluation, at the end of Winter Quarter will determine whether the teacher will be rehired to return to her or his present classroom, or, if appropriate, rehired to teach in another classroom.
 - b. Assistant teachers in their second years and beyond will not be evaluated unless they have moved to another classroom, in which case they will undergo the same evaluation process with their new head teachers as first-year assistants.

- c. If for any reason, after the first year of working with an assistant teacher, the head teacher feels that the assistant teacher's work is not satisfactory, the head teacher must initiate the evaluation process outlined for first-year teachers.

P. Safety and Health

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 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 review health and safety concerns that have been reported, and to monitor the resolution of problems; and
 - 3.) To organize health and safety training for faculty and staff.

ARTICLE VIII

Professional Development

- A. 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 teachers, through the All Schools' Council to ensure that professional development meets the needs of the Schools and the teachers 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 teachers 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 regularly scheduled workdays after Planning Week in each academic year will be designated as professional development days.
4. An orientation program for teachers and assistant teachers 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. Professional Renewal Program

1. Each year a group of Laboratory School teachers will form to participate in a professional renewal program. Mandatory participation with the group begins in a teacher's 11th year of employment with the Schools. This group comprises all teachers, across the Schools, entering their 11th, 16th, 21st, and so on (every five years), year at the Schools. The Director or his designee will

- administer the program. Upon a teacher's request, the year in which the teacher participates in the program may be adjusted at the discretion of the Director to take into account leaves of absence, illness, or significant personal obligations that would preclude successful participation during the designated year.
- 2a. The program may begin with a compensated one-day activity either just before or just after the start of the school year. Guided by the appropriate committee of the All Schools' Council, the group will plan the focus and nature and the form and format of its year's work. It is the intention of this program to develop a plan that meets the professional renewal needs of the teachers participating and provides a lasting benefit to the Schools.
 - 2b. During the year of professional renewal the Schools will provide substitute teachers to enable each group member to spend up to two days visiting other classrooms within the Laboratory Schools and up to two days visiting other schools.
 - 2c. Up to two afternoons per quarter will be reserved for group discussion and meetings.
 - 2d. At the end of the year the group will present to the Director or his designee a written summary of their work. For the benefit of the community, copies of each summary will be kept on file in Blaine and Rowley libraries.
3. The parameters of individual participation in the renewal program may be adjusted by the Director or his designee to promote flexibility and the accomplishment of individual goals. A teacher may be excused from participating with his or her group's cycle of renewal if the teacher submits an individual plan of professional renewal which is approved by the Director or his designee.

C. 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.

D. Paid Study Leave

1. Program Objective 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. Candidacy Any non-probationary teacher may, after five or more years of continuous service, apply for a leave for a period of at least three months (one quarter), but not in excess of one school year (three quarters). Faculty members who have had one Paid Study Leave shall be eligible again after teaching five full years after the first Paid Study Leave.
3. Application The teacher shall submit to the committee guiding professional development a request for Paid Study Leave no later than six months prior to the proposed leave. The application shall specify in as precise a way as possible the plans the teacher has for the Paid Study Leave. The committee will make its recommendation to the Director. It is expected that the teacher on leave has accepted the leave in good faith and intends to return to the Laboratory Schools.
4. Granting the Leave Paid Study Leaves shall be granted at the discretion of the Director and with the approval of the appropriate University official. Beginning with the 2009-2010 school year, the Schools will establish a fund of \$100,000 per year and will pay up to full salary for a leave of one quarter or less. For leaves longer than a quarter, a teacher will receive up to seventy-five (75) percent of base salary. The determination of a teacher's rate of pay while on a Paid Study Leave will be at the sole discretion of the Director.
5. Priority Priority shall be given to:
 - a. Teachers applying for their first Paid Study Leave over those who have already been granted one.
 - b. Teachers senior in service at the Laboratory Schools over those with fewer years of service.

- c. Teachers with longer total teacher experience over those with less experience.
6. Conditions
- a. Salary and Insurance Coverage
 - i. An employee on Paid Study Leave shall receive his/her full salary for the time of the leave.
 - ii. The teacher 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.
 - iii. While on Paid Study Leave the teacher shall be able to maintain all insurance coverage to which the teacher has subscribed as a full-time staff member by paying the employee share of the premium (where required) in advance.
 - b. Employment Status An employee on Paid Study Leave does not sever employment with the University of Chicago. Upon return the teacher will be returned to his/her original position or one of equal or greater responsibility.

ARTICLE IX

Grievance Procedure

A. Definition and Purpose

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 "teacher" 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 teacher terminated for cause during the term of his or her contract, except that teachers 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 his or her choice.
- D. Grievances shall be processed as rapidly as is possible while insuring 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 teachers involved it is necessary to use time during the regular school day in the handling or processing of a grievance, teachers 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. First Step. An attempt shall be made to resolve any grievance in informal, verbal discussions between the teacher and the principal. Where more than one principal is concerned in the matter at issue, all shall be party to such discussions. Either party may discontinue these informal, verbal discussions by so notifying the other party in writing. When the grievance is between a teacher and an office of an administrator who is not a principal, such discussions will take place with the appropriate administrator.
2. Second Step. After Step One has been discontinued, the aggrieved teacher may file the grievance in writing with the principal or principals or the administrator against whom the grievance is being directed so long as it is done within ten (10) school days of the occurrence giving rise to the grievance or within ten (10) school 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. The principal or principals or the administrator against whom the grievance is directed shall make a decision on the grievance and communicate it in writing to the teacher, the Director, and the Association President within ten (10) school days after receipt of the written grievance.
3. Third Step. Within ten (10) school days of the receipt of the decision at the Second Step, the aggrieved teacher may appeal the grievance to the Director by sending a copy of the written grievance to the Director. Within ten (10) school days after such written appeal is filed, the teacher 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 Third Step grievance meeting and shall communicate it in writing to the principal or principals 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 teacher may proceed to the Fourth Step.

4. Fourth Step. If the aggrieved teacher is not satisfied with the Director's decision at Step Three, the teacher 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.

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 Three 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 expenses of the arbitrator's services shall be borne equally by the parties to the dispute.

6. In-School Grievance Procedure

- 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 Three 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. One member shall be appointed by the Director and one member shall be appointed by the aggrieved teacher. These two appointees shall be members of the Laboratory School teaching or administrative staff. The remaining three members will be determined in the following manner: within two (2) days following their appointment, the Director and aggrieved teacher's appointee shall attempt to reach a mutual agreement on the three 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 members will be selected within three (3) days by alternately striking from a list of non-probationary teachers. The committee's chairperson shall be selected by the entire committee from among the three (3) members last selected.

ii. The members of the committee chosen by the teacher 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 teachers last selected.

iii. The Director shall make available to the committee all non-confidential documents relevant to the grievance. The aggrieved teacher may submit documents and/or a written statement of his/her position and his/her reasons for it.

iv. The First Step of 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 teacher, 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 teacher and/or representative designated by the teacher, and the Director and/or representative designated by the Director, shall have the opportunity to be present when any witness is being questioned by the committee. The aggrieved teacher 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 teacher, 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. A copy of the report shall be retained by the committee chairperson pending possible review.
- viii. The grievance committee's report shall be completed as soon as possible but not later than ten (10) school days after its first meeting unless an extension is agreed to by the members of the committee chosen by the Director and the aggrieved teacher.
- ix. In the event the Director or the aggrieved teacher 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 Chairman of the Board of the Laboratory Schools. Within thirty (30) school days the Chairman 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 teacher at the sole discretion of the Director.

B. Sick Leave, Personal Leave and Religious Holiday

1. Religious Holidays

Leave time with pay will be granted for recognized religious holidays provided one 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., teachers 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 teacher 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 teacher and must occur within the first 120 days of absence. Without evidence of application, pay will conclude at the end of the month in which the 120th 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 three consecutive days or less will be directed to the division Principal. The requests are to be made in writing and should indicate, where appropriate, the reason for the absence. The request should be made, when possible, at least three working days prior to the scheduled absence to allow the Principal to respond to the individual requests.

The Principal will first determine if the request falls into the category of “urgent and/or compelling.” Examples of such leave requests would include, but not be limited to, funerals or weddings of immediate family members, family emergencies, employer recognitions of spouse, court dates, home settlements, and other dates controlled by someone other than the faculty member. Any leave approved as urgent and/or compelling will be with full pay.

If, according to the Principal, the reason for the personal leave is neither urgent nor compelling, including requests where the faculty member would elect not to state the reason for the leave, the Principal will approve the leave. However, the faculty member will be responsible for the substitute teacher costs. The faculty member will be responsible only for the costs that are equal to the standard for substitute teacher pay or the amount that the substitute teacher was actually paid, whichever is less. These costs will be deducted directly from the faculty member’s payroll check. The Faculty Association will be informed yearly as to the standard pay for substitute teachers.

If the requested leave is more than three consecutive days, this will fall under the guidelines for a leave of absence, and the request will be made to the Director. The Director may grant the leave with pay, with substitute pay, as unpaid leave, or any combination of these options.

C. Parental Leave

Any teacher with three years or more of service shall be entitled to parental leave of up to one full year plus the remainder of the year in which the leave commences at the time of birth or adoption of a child. Extension of that leave may be requested by the teacher and may be granted at the option of the Director. A teacher desiring parental leave

must notify the Director at least 60 days prior to the commencement of the leave. A teacher may return from parental leave only at the beginning of a regular school year unless otherwise specifically agreed to by the Administration. Notice of intention to return from leave at the start of any school year must be given by April 1 of the school year preceding the school year in which return is to be made. Parental leave shall be an unpaid leave.

D. Continuation of Benefits

Upon payment to the Employer of the employee's share of said benefits (otherwise known as the Active benefit rate), teachers on any unpaid leave of absence up to three (3) months may continue their group life, accidental death and dismemberment, annuity, medical insurance including major medical, and long-term disability coverage. For unpaid leaves that extend beyond three (3) months when a teacher has elected to continue said benefits, teachers shall pay the full cost of said benefits' premiums starting month four (4) and continuing for the balance of the leave.

E. Position on Return

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

ARTICLE XI

Benefits

A. The teachers 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. Accidental Death and Dismemberment
3. Annuity Plan
4. Hospital Insurance
5. Major Medical Insurance
6. Long-Term Disability
7. Use of University facilities to which a faculty I.D. has traditionally entitled the bearer.
8. Tuition Remission
 - I. Teachers 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 full-time teachers are granted one-half tuition remission for a maximum of one 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 tuition remission on a maximum of three courses during the Summer quarter. Remission is granted on either graduate or under-graduate courses.
- 2) Full-time teachers 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) During the 2008-09 school year, these full-time teachers whose children attend the Laboratory Schools will pay annually 15% of their total tuition bill or \$500, whichever is the lesser amount.

- 2) During the 2009-10 school year, these full-time teachers whose children attend the Laboratory Schools, but do not attend University High School (teachers with children only in N3-Grade 8) will pay annually 15% of the Laboratory Schools portion (calculated as 15% of half of the full-day tuition averaged across all divisions) for their oldest child. Teachers whose oldest child attends half-day nursery will pay 15% of the Laboratory Schools portion of the half-day tuition.
- 3) During the 2009-10 school year, full-time teachers employed as such on or before September 1, 2008, whose children attend the Laboratory Schools, at least one of which attends University High School, will pay \$500 per year until the teacher no longer has a child attending University High School. At such a time, the teacher will pay annually 15% of the Laboratory Schools portion (calculated as 15% of half of the full-day tuition averaged across all divisions) for their oldest child.
- 4) During the 2009-10 school year, full time teachers employed after September 1, 2008, whose children attend the Laboratory Schools, will pay annually 15% of the Laboratory Schools portion (calculated as 15% of half of the full-day tuition averaged across all divisions) for their oldest child. Teachers whose oldest child attends half-day nursery will pay 15% of the Laboratory Schools portion of the half-day tuition.
- 5) During the 2010-11 school year, these full time teachers whose children are entering University High School for the first time will pay annually 15% of the Laboratory Schools portion (calculated as 15% of half of the full-day tuition averaged across all divisions) for their oldest child. Teachers whose oldest child attends half-day nursery will pay 15% of the Laboratory Schools portion of the half-day tuition.

c. Children taking undergraduate courses at The University of Chicago – Children of these full-time teachers who take undergraduate courses at the University of Chicago are

granted one-half tuition remission. No remission is granted for graduate courses.

- II. Effective to teachers employed by the Laboratory Schools on a one-year, 12-month contract filling a position regularly held by a teacher 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 teachers are granted one-half tuition remission for a maximum of one 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 tuition remission on a maximum of three courses during the Summer quarter. Remission is granted on either graduate or under-graduate courses.
 - 2) Full-time teachers 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 – These teachers whose children attend the Laboratory Schools will receive only such tuition remission benefits as are provided by the University of Chicago (50%).

- c. Children taking undergraduate courses at The University of Chicago – Children of these full-time teachers who take undergraduate courses at the University of Chicago are granted one-half tuition remission. No remission is granted for graduate courses.

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

- For Self – These assistant teachers are granted one-half tuition remission for a maximum of one course per quarter at the University of Chicago during the Fall, Winter and Spring quarters.

Children at the Laboratory Schools – Full-time assistant teachers whose children attend the Laboratory Schools will receive only such tuition remission benefits as are provided by the University of Chicago (50%).

IV. Teachers who work part-time but at least half time.

For Self – These teachers are granted remission of one-half tuition remission for a maximum of one course per quarter at the University of Chicago during the Fall, Winter and Spring quarters.

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

V. Clarification

a. Termination

- 1) If employment is terminated while a teacher 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 teachers' children are receiving tuition remission, remission privileges cease as of the date of termination.

b. Exclusions

- 1) Spouses of Laboratory Schools' teachers are not entitled to tuition remission benefits.
- 2) Children of Laboratory Schools' teachers are not entitled to tuition benefits for undergraduate work at colleges other than The University of Chicago.
- 3) 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 teacher or assistant

teacher treats as dependents for federal income tax purposes.

- d. Leaves of absence for teacher or assistant teacher not in excess of one year, and taken with the understanding that the person will then return to regular duties, will not serve to void eligibility. Leaves for period beyond one 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 which a part-time teacher 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 teacher'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 teachers' salaries are adjusted to conform to this Agreement, the 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 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. Released Time

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

B. Non-Released Time Extra-Service

1. 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. If new positions are to be created or the status of an existing position is to be changed, appropriate compensation shall be negotiated by representatives of the Administration and the Faculty Association. If an already existing position needs to be filled, the position, along with the necessary qualifications and salary, shall be posted, and all teachers shall be eligible to apply. Postings will be placed in the four schools, in the Director's office, the Physical Education department, the Athletic Director's office and at Woodlawn. The position will also be posted via e-mail and on the Schools' website. When new positions are created or the status of an existing position changes, that information shall be similarly disseminated.
2. 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.
3. 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.

If, at any point, a faculty member has an idea of interest to the Schools for the current schools year, and discretionary funds are available, the Director may consider immediate funding.

If the Administration agrees to support the new position, the salary request will be negotiated with representatives of 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, year long or one time event); number of students being supervised; budgetary responsibilities; special expertise.

Notification of a commitment by the Schools will be made within six 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 15th. A yearly-amended list of positions will be considered part of the Contract.

Any new extra service position will be a trial position for two 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.

4. 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 aware in order for pay to be processed.
5. 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.

6. All extra-service positions developed as of the ratification of this contract will be included in the Collective Bargaining Agreement. The positions listed in the current Collective Bargaining Agreement will be reviewed and those no longer in existence will be deleted.

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

a. Effective July 1, 2008

Nursery, Lower and Middle Schools Grade Level Chairs ..	\$731
Faculty Chairs.....	704
Coordinator of Renaissance.....	4014
Literary Editor of Renaissance.....	1643
CD Advisor – Renaissance	1255
Coordinator of Middle School Yearbook	1643
Middle School Yearbook, Literary	436
Middle School Yearbook, Art	436
Middle School Yearbook, Photography	436
Coordinator of Middle School Newspaper.....	2007
Coordinator of Middle School Journal.....	1249
Coordinator of Spring School Play.....	2736
Director of 6th Grade Camp.....	2736
Coordinator of 8 th Grade Trip.....	350
Supervisor of Math Teams.....	4014
Math Coaches.....	1098
Admissions (Heads), NS	\$183/playgroup
Admissions (Assistants), NS	\$62/playgroup
Admissions, K.....	910
Admissions 1st grade.....	547
Admissions K & 1st grades, Asst.	\$88/orientation
Admissions, 2nd-5th grades	910
Admissions, lower school counselors	368
Admissions, MS	910
Admissions, HS.....	910
Coordinator Nota Bene (per issue)	1643
May Project Coordinator.....	2736
Arts Fest Advisor	2085
Counseling Chair	5533
Library Chair	5533
Computer Science Chair	5533
Counselors for 6th Grade Camp	1300
Science Team Coach	4391
Science Expo Coordinator	4391
Debate Coach (Head)	4391
Debate Coach (Assistant)	1643
Global Studies.....	627
Dance Team Coordinator.....	4391

Hands-on Science Museum	\$281/quarter
Student Council Advisor MS	2053
Summer Work.....	\$165/day
Evening Event Supervision	\$50/event
Evening Musical Performances (non-curricular) ¹	\$100/perf.
Extended/Weekend Chaperone	\$100/per occurrence
Overnight Chaperones (per night)	\$256

ATHLETIC COACHING PAY SCHEDULE – 2008-09 (per week)

HS Head Coach + 5 years.....	\$473
HS Head Coach.....	442
HS JV/Freshman Coach + 5 years.....	387
HS JV/Freshman Coach.....	354
HS Assistant Coach	266
MS Head Coach + 5 years	307
MS Head Coach.....	288
MS Assistant.....	\$172

¹ When pre-approved by appropriate principal.

b.	Effective July 1, 2009	
	Nursery, Lower and Middle Schools Grade Level Chairs ..	\$759
	Faculty Chairs.....	731
	Coordinator of Renaissance.....	4166
	Literary Editor of Renaissance.....	1706
	CD Advisor – Renaissance	1303
	Coordinator of Middle School Yearbook	1706
	Middle School Yearbook, Literary	453
	Middle School Yearbook, Art	453
	Middle School Yearbook, Photography	453
	Coordinator of Middle School Newspaper.....	2084
	Coordinator of Middle School Journal.....	1296
	Coordinator of Spring School Play.....	2840
	Director of 6th Grade Camp.....	2840
	Coordinator of 8 th Grade Trip	363
	Supervisor of Math Teams.....	4166
	Math Coaches.....	1140
	Admissions (Heads), NS	\$190/playgroup
	Admissions (Assistants), NS	\$65/playgroup
	Admissions, K.....	945
	Admissions 1st grade.....	568
	Admissions K & 1st grades, Asst.....	\$92/orientation
	Admissions, 2nd-5th grades	945
	Admissions, lower school counselors	382
	Admissions, MS	945
	Admissions, HS.....	945
	Coordinator Nota Bene (per issue)	1706
	May Project Coordinator.....	2840
	Arts Fest Advisor	2165
	Counseling Chair	5743
	Library Chair	5743
	Computer Science Chair	5743
	Counselors for 6th Grade Camp	1350
	Science Team Coach	4558
	Science Expo Coordinator	4558
	Debate Coach (Head).....	4558
	Debate Coach (Assistant)	1706
	Global Studies.....	651
	Dance Team Coordinator.....	4558
	Hands-on Science Museum	\$292/quarter
	Student Council Advisor MS	2131

Summer Work.....	\$171/day
Evening Event Supervision	\$52/event
Evening Musical Performances (non-curricular) ¹	\$105/perf.
Extended/Weekend Chaperone	\$105/per occurrence
Overnight Chaperones (per night)	\$266

ATHLETIC COACHING PAY SCHEDULE – 2009-10 (per week)

HS Head Coach + 5 years.....	\$491
HS Head Coach	459
HS JV/Freshman Coach + 5 years.....	402
HS JV/Freshman Coach.....	367
HS Assistant Coach	276
MS Head Coach + 5 years	319
MS Head Coach.....	298
MS Assistant.....	\$179

¹ When pre-approved by appropriate principal.

c.	Effective July 1, 2010	
	Nursery, Lower and Middle Schools Grade Level Chairs ..	\$787
	Faculty Chairs.....	759
	Coordinator of Renaissance.....	4325
	Literary Editor of Renaissance.....	1770
	CD Advisor – Renaissance	1352
	Coordinator of Middle School Yearbook	1770
	Middle School Yearbook, Literary	470
	Middle School Yearbook, Art	470
	Middle School Yearbook, Photography	470
	Coordinator of Middle School Newspaper.....	2163
	Coordinator of Middle School Journal.....	1346
	Coordinator of Spring School Play.....	2948
	Director of 6th Grade Camp.....	2948
	Coordinator of 8 th Grade Trip.....	377
	Supervisor of Math Teams.....	4325
	Math Coaches.....	1183
	Admissions (Heads), NS	\$197/playgroup
	Admissions (Assistants), NS	\$67/playgroup
	Admissions, K.....	981
	Admissions 1st grade.....	589
	Admissions K & 1st grades, Asst.....	\$95/orientation
	Admissions, 2nd-5th grades	981
	Admissions, lower school counselors	397
	Admissions, MS	981
	Admissions, HS.....	981
	Coordinator Nota Bene (per issue)	1770
	May Project Coordinator.....	2948
	Arts Fest Advisor	2247
	Counseling Chair	5961
	Library Chair	5961
	Computer Science Chair	5961
	Counselors for 6th Grade Camp	1400
	Science Team Coach	4731
	Science Expo Coordinator	4731
	Debate Coach (Head).....	4731
	Debate Coach (Assistant)	1770
	Global Studies.....	676
	Dance Team Coordinator.....	4731
	Hands-on Science Museum	\$303/quarter
	Student Council Advisor MS.....	2212

Summer Work.....	\$178/day
Evening Event Supervision	\$54/event
Evening Musical Performances (non-curricular) ¹	\$110/perf.
Extended/Weekend Chaperone	\$110/per occurrence
Overnight Chaperones (per night)	\$276

ATHLETIC COACHING PAY SCHEDULE – 2010-11 (per week)

HS Head Coach + 5 years.....	\$510
HS Head Coach	476
HS JV/Freshman Coach + 5 years.....	417
HS JV/Freshman Coach.....	381
HS Assistant Coach	286
MS Head Coach + 5 years	331
MS Head Coach.....	310
MS Assistant.....	\$186

C. Salaries

1. The 2008-09, 2009-10, and 2010-11 salaries for full-time teachers, part-time teachers and assistant teachers shall be in conformity with the appropriate minimum salary schedules below.
2. All newly employed teachers 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 teachers and part-time teachers (not assistant teachers) newly employed at the Laboratory Schools shall be credited for previous experience up to twenty (20) years. In addition, up to five 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 years 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 year's credit shall be given for each three years of relevant teaching experience up to and including three additional steps.

¹ When pre-approved by appropriate principal.

3. Any teachers 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 additional step for each such additional degree level on the relevant salary schedule for the following school year. Any teacher or assistant teacher shall receive one additional step for a Master's Degree at the time of hire and one more additional step for a Doctoral Degree at the time of hire beyond steps for experience granted as per Article XII (C) (2) above.
4. Step 1 on the 100% assistant teacher's salary schedule will equal fifty-two percent of Step A on the teacher's salary schedule. Step 1 on the 50% assistant teacher's salary schedule will equal two-thirds of Step 1 on the 100% assistant teacher's salary schedule. Step increments for both assistant teacher salary schedules will be seven and three-quarters percent.

D. Part-Time and Ten Month Contracts

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

E. Full-Time Teachers' Salary Schedules

1. 2008-2009 School Year

a. 2008-2009 Salary Schedule - Effective September 1
(October 1), 2008

<u>STEP</u>	<u>SALARY</u>
A	\$41,921
B	\$43,178
C	\$44,474
D	\$45,942
E	\$47,597
F	\$49,501
G	\$51,926
H	\$54,315
I	\$56,758
J	\$59,142
K	\$61,509
L	\$63,846
M	\$66,144
N	\$68,460
O	\$70,786
P	\$73,122
Q	\$75,463
R	\$77,802
S	\$80,136
T	\$81,578
U	\$83,047
V	\$84,459
W	\$85,895
X	\$87,269
Y	\$88,578
Z	\$91,627

b. All teachers and assistant teachers who were on steps on the 2007-08 salary schedule prior to July 1, 2008 shall advance one step on the 2008-09 salary schedule so long as steps are available, effective with the commencement of their 2008-09 appointments.

2. 2009-2010 School Year

a. 2009-2010 Salary Schedule - Effective September 1 (October 1), 2009

<u>STEP</u>	<u>SALARY</u>
A.....	\$43,388
B.....	\$44,690
C.....	\$46,030
D.....	\$47,550
E.....	\$49,262
F.....	\$51,233
G.....	\$53,744
H.....	\$56,216
I.....	\$58,745
J.....	\$61,212
K.....	\$63,723
L.....	\$66,208
M.....	\$68,657
N.....	\$71,129
O.....	\$73,618
P.....	\$76,121
Q.....	\$78,557
R.....	\$80,992
S.....	\$83,503
T.....	\$85,173
U.....	\$86,877
V.....	\$88,614
W.....	\$90,209
X.....	\$91,653
Y.....	\$93,028
Z.....	\$95,292

b. All teachers and assistant teachers who were on steps on the 2008-09 salary schedule prior to July 1, 2009 shall advance one step on the 2009-10 salary schedule, so long as steps are available, effective with the commencement of their 2009-10 appointments.

3. 2010-2011 School Year

a. 2010-2011 Salary Schedule - Effective September 1 (October 1), 2010

<u>STEP</u>	<u>SALARY</u>
A.....	\$44,885
B.....	\$46,231
C.....	\$47,618
D.....	\$49,191
E.....	\$50,962
F.....	\$53,001
G.....	\$55,598
H.....	\$58,156
I.....	\$60,772
J.....	\$63,324
K.....	\$65,921
L.....	\$68,558
M.....	\$71,163
N.....	\$73,796
O.....	\$76,452
P.....	\$79,128
Q.....	\$81,740
R.....	\$84,273
S.....	\$86,886
T.....	\$88,623
U.....	\$90,397
V.....	\$92,204
W.....	\$93,864
X.....	\$95,366
Y.....	\$96,796
Z.....	\$99,208

b. All teachers and assistant teachers who were on steps on the 2009-10 salary schedule prior to July 1, 2010 shall advance one step on the 2010-11 salary schedule so long as steps are available, effective with the commencement of their 2010-11 appointments.

F. Assistant Teachers' Salaries

1. 2008-09 School Year - Effective September 1, 2008

<u>STEP</u>	<u>SALARY (100%)</u>	<u>SALARY (50%)</u>
1	\$21,799	\$14,540
2	23,488	15,667
3	25,309	16,881
4	27,270	18,189
5	29,384	19,599
6	31,661	21,118
7	34,114	22,754
8	36,915	24,622

2. 2009-10 School Year - Effective September 1, 2009

<u>STEP</u>	<u>SALARY (100%)</u>	<u>SALARY (50%)</u>
1	\$22,562	\$15,049
2	24,310	16,215
3	26,194	17,472
4	28,224	18,826
5	30,412	20,285
6	32,769	21,857
7	35,308	23,551
8	38,391	25,607

3. 2010-11 School Year - Effective September 1, 2010

<u>STEP</u>	<u>SALARY (100%)</u>	<u>SALARY (50%)</u>
1	\$23,340	\$15,568
2	25,149	16,774
3	27,098	18,074
4	29,198	19,475
5	31,461	20,985
6	33,899	22,611
7	36,527	24,363
8	39,927	26,631

- G. No teacher shall be required to substitute for a colleague except in an emergency situation. Teachers 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 class period in middle and high schools or clock hour in the nursery and lower schools.

ARTICLE XIII

Dues Checkoff

The Employer, 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, shall deduct from the first pay of each month, in equal monthly installments, their Association membership dues. 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 week following issuance of checks from which deductions are made.

It is understood and agreed that the Association will indemnify and save 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.).

C. Duration

This Agreement shall become effective as of July 1, 2008, and shall continue in effect to and including June 30, 2011, and from year to year thereafter unless, by January 15, 2011, 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 such notice is given by either party, 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**

By: *David L. Mazell*

(Seal)

By: *Michael J. Wilson*

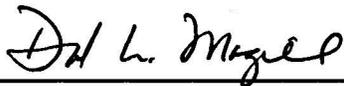
(Seal)

Signed this 09 day of March, 2009

This document has been executed in triplicate original.

LETTER OF AGREEMENT
Concerning Construction

Because it is likely that during the term of this Agreement faculty working conditions will be significantly affected by construction and renovation, the Administration agrees to meet and consult with representatives from the Faculty Association and affected members of the faculty to lessen the adverse impact. Specifically as plans for each phase are being developed, when planning decisions have been finalized, and during various stages of implementation, appropriate Administration and University officials will meet with affected faculty and Faculty Association representatives to present information, hear concerns about impact, and receive suggestions.



David W. Magill, Director

Dated March 9, 2009



Michael J. Wilson, President
Faculty Association

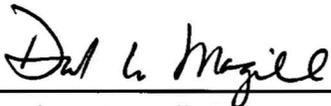
Dated March 9, 2009

March 09, 2009

LETTER OF AGREEMENT
Retirement Incentive/Severance Plan

Faculty who have at least fifteen (15) years of service by September, 2009 shall be eligible for a retirement incentive/severance payment equal to one year's salary, provided they reach the age of fifty-nine (59) in the school year before they retire. Those not yet sixty-five (65) years old shall receive a lump sum payment for maintenance of health benefits until age sixty-five (65). Those eligible must indicate if they want to participate during the term of the contract by the end of the Winter Quarter, 2009, and specify the year (September 2009, September 2010, or September 2011) of their participation.

This offer is limited to a maximum of seven (7) faculty members in each year of the plan (exceptions allowed at the discretion of the Director). If more than seven (7) faculty members choose the same year, the sum of age plus years of service shall determine priority.



David W. Magill, Director

Dated March 9, 2009



Michael J. Wilson, President
Faculty Association

Dated March 9, 2009

March 09, 2009

APPENDIX

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 three-year 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 eagerness 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 has the right to attach a 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.

APPENDIX

Faculty Evaluation Classroom Teacher (Long Formⁱ)

NAME _____ DATE _____

DEPARTMENT _____ GRADE LEVEL _____

Description of Criteria

In evaluating members of the faculty we seek to apply clear standards fairly. The following 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. They are intended to help us focus on areas of strength and areas requiring growth.

I. General Criteria

(A) Knowledge, Education and Experience

A Laboratory Schools Teacher:

- Is an educated person and a learner who has a broad base of knowledge and experience.
- Has an understanding of child development, including developmental variation.
- Has an appreciation of creative processes.
- Is thoroughly prepared in his/her own area of specialization.
- Has an appropriate academic background (include degrees, certifications.)
- Has an understanding of diversity issues as related to race, gender, ethnicity, age, socio-economic status, religion, abilities, and sexual orientation.

(B) Communication and Interpersonal Relationships

The Teacher:

- Listens carefully.
- Strives for constructive professional relationships with students, colleagues, parents and administrators.
- Communicates clearly, appropriately, and effectively.

(C) Professionalism

The Teacher:

- Understands and operates within school policies and procedures.
- Fulfills responsibilities in a timely and effective manner.
- Complies with provisions of the Lab Schools' collective bargaining agreement that are related to the responsibilities for Lab School teachers.

(D) Contributions to the General Life of the School (To be evaluated after the first year)

The Teacher:

- Participates in activities within and beyond the classroom that contribute to the wellbeing and improvement of the school community. The specifics of these contributions should be developed by the teacher, with appropriate notification and/or consultation of the teacher's school principal.

(E) Professional Development (To be evaluated after the first year)

The Teacher:

- Participates in activities that will stimulate reflective thinking and personal growth.
- Strives to increase awareness and mastery of new technology, including understanding of social, ethical, and legal issues surrounding the use of technology.
- Strives to increase understanding of developmental variations and their implications for teaching and learning.
- Activities may include, but are not limited to: conferences, coursework and workshops; collegial discussions; visiting and observing in other schools and classrooms; curriculum development; educationally related travel and reading; study, writing, and other creative work in a field relating to the teacher's work.

II. Criteria For Classroom Teachers

(A) Organizing and Planning for Instruction

The Teacher:

- Draws on a broad base of knowledge in planning for instruction
- Has a plan for the year that takes into account the relationships among topics and creates continuity with previous and subsequent courses or units.
- Is aware of how the content relates to other fields and why it is appropriate for students of a given age and ability. This perspective informs planning for daily lessons.
- Formulates goals.
- Designs a sequence of activities.
- Incorporates evaluative measures.
- Considers a balance among many aspects of a topic—skills and concepts, history and applications.
- Designs lessons to further major school goals such as development of problem solving, analytical thinking, and communication.
- Plans in a way that reflects developmental variation, including variety of learning styles and abilities of students.
- Uses varying teaching techniques.
- Takes into account appropriate materials and resources, including technology.
- Creates an environment supportive of learning.

(B) Pedagogy

The Teacher:

- Teaches in an interactive process in which the teacher monitors his or her teaching by observing and analyzing student responses.
- Carries out what has been planned, making adjustments as needed to produce lessons that motivate and maintain student interest.
- Relates new content to prior knowledge in clear and manageable stages with appropriate emphasis on major and minor points. Frequent checks for understanding are employed.
- Makes smooth transitions.
- Provides varied, challenging, and thought provoking questioning techniques.
- Reflects on classroom interactions and seeks to respond creatively.
- Uses vocabulary that is at an appropriate level, and new words or phrases are explained.
- Provides for guided and independent practice of new skills and applications of knowledge in class and in homework assignments.
- Summaries highlight important concepts.
- Actively involves all students in learning process.
- Provides opportunities for students to ask questions freely, and to interact with each other and the teacher.
- Maintains an atmosphere in the class that fosters cooperation and respect.
- Is adept at classroom management and effective in maintaining student discipline.
- Acknowledges individual, cultural, and learning differences.
- Is responsive to each student.
- Cultivates a passion for excellence in his/her students.
- Where appropriate, makes specific provisions for individual differences through grouping, independent work, enrichment and other strategies.

(C) Evaluation of Student Progress (In high school to be evaluated beginning in winter quarter)

The Teacher:

- Evaluates students frequently, fairly, and consistently through a variety of formal and informal techniques.
- Uses technology to facilitate assessment.
- Uses results not only to measure student progress, but also to assess the effectiveness of instruction.
- Helps student understand their learning strengths and weaknesses and to develop strategies to build on their strengths and work on their weaknesses.

(D) Communication with Parents (In high school to be evaluated beginning in the winter quarter)

The Teacher:

- Establishes appropriate, constructive, and timely communication with parents via grade reports, telephone and in-person conferences, written messages, email messages, and attendance at parent-teacher meetings.
- Strives to help parents understand the Schools' expectations for its students by explaining the teaching-learning process as it pertains to the growth and development of their child.

Recommended for Reappointment_____ Not Recommended for Reappointment_____
(Recommendations for reappointment made only after second evaluation of school year)

Signature of Teacher

Date

Signature of Principal
or other Evaluator

Date

ⁱ Both the long and short form of all of the evaluation forms are available electronically by contacting the Business Office of the Laboratory Schools.

APPENDIX

Faculty Evaluation
Assistant Teacherⁱ

NAME _____ DATE _____

GRADE LEVEL _____

Does not meet
Lab School
Criteria

Meets Lab
School
Criteria

Laboratory Schools Criteria

- A. Knowledge, Education and Experience
- B. Communication and Interpersonal Relationships
- C. Professionalism
- D. Contributions to the General Life of the School
- E. Professional Development

Additional Comments, Summary, and Recommendations: (Elaborate on strengths, deficiencies, and strategies for improvement)

- Recommended to return to present classroom _____
- Recommended for consideration to teach in a different classroom _____
- Not recommended for reappointment _____

(Recommendations for reappointment made only after second evaluation of school year)

Signature of Asst. Teacher Date Signature of Head Teacher Date

ⁱ Evaluation forms are available electronically by contacting the Business Office of the Laboratory Schools.

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 senior 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.

- I. 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.
- l) 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.

5. 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 I.4,5. Prior steps I.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.
 1. 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.

3. 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.
6. 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.
9. 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.
10. 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,

(signed)

Stuart Bernstein

SB: jph

cc: Mr. James Van Amburg

Addendum 4: CORRESPONDENCE

March 30, 1983

FROM: The University of Chicago
 The Laboratory Schools
 1362 East 59th Street
 Chicago, Illinois 60637

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 59th Street
Chicago, Illinois 60637

Dear Mr. Amburg:

The Association acknowledges receipt of the administrator's "Statement of Intent" relative to "rolling contracts," 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