

TENTATIVE AGREEMENT

LETTER OF AGREEMENT Retirement Incentive/Severance Plan

ELIGIBILITY—Faculty Members whose combined age and years of continuous service as of September 1, 2012 equal or would equal at least seventy-four (74) with at least fifteen (15) years of continuous service will be eligible to participate in the Retirement Incentive/Severance Plan. Those currently employed who do not meet this sum of years as of September 1, 2012 or who are subsequently hired will not be eligible to participate in the Retirement Incentive/Severance Plan.

BENEFITS—A faculty member's combined age and years of service as of the last day of the last academic year in which they intend to teach will determine the amount of the retirement incentive/severance payment they will receive in accordance with the following schedule:

- Between 74—83 combined years will receive a lump sum payment equal to 50% of the Faculty Member's final year salary
- Between 84—93 combined years will receive a lump sum payment equal to 75% of the Faculty Member's final year salary
- Equal to or above 94 combined years will receive a lump sum payment equal to 100% of the Faculty Member's final year salary

For faculty members who are at least fifty-nine (59) years of age and eligible for this payment but are not yet sixty-five (65) years old will receive a lump sum payment for maintenance of health benefits until age sixty-five (65).

NOTIFICATION— Those eligible must indicate if they wish to participate by the end of fall quarter one and one half years prior to the year they wish to retire, and specify the year (September 2012, September 2013, September 2014, September 2015) of their participation.

ANNUAL PARTICIPATION LIMITS—This offer is limited to a maximum number of four (4) faculty members in each year of the plan (exceptions allowed at the discretion of the Director). If more than four (4) faculty members choose the same year, the sum of age plus years of service shall determine priority.

TERM OF AGREEMENT—This agreement will be in effect as long as eligible participants remain employed with the Schools.

LETTER OF AGREEMENT Labor-Management Committee

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

Both parties will prepare agenda items prior to each meeting.

NOTE: We will call on the services of FMCS to provide some training in setting up the Committee.

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.

HEALTH AND SAFETY COMMITTEE (ARTICLE VII, SECTION P)

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

TUITION REMISSION

Tuition remission remains the same.

GRIEVANCE PROCEDURE
ARTICLE IX, G. 4.

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. Disputes about whether a grievance is subject to arbitration shall be decided by an arbitrator.

NOTE: Underlined language is added to the contract.

POST CONTRACT COMMITTEES

A separate post-contract committee(s) will be created to address the following issues:

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

A separate post-contract committee will develop the mentorship program and update the evaluation/observation instruments.

**CHARGE FOR THE MENTORSHIP COMMITTEE
(POST CONTRACT)**

Given our rich history and veteran teaching staff, the University of Chicago Laboratory Schools will make use of our unique teaching resources through a formal mentorship program to assist probationary faculty. Mentors will:

- Be compensated
- Attend training
- Promote quality teaching and professional growth in the probationary teachers they are supporting
- Reassess the mentorship program as it evolves

A post-contract committee of representatives from the Faculty Association and Administration will determine the following:

- The selection criteria for mentors
- The compensation for mentors
- The goals and parameters for mentors

PROFESSIONAL GROWTH PROGRAM MODEL

NOTE: This will replace the current Professional Renewal Program.

In order to reinforce and continue to build a culture of collaboration, the Professional Growth Program will establish an ongoing structure and set of expectations that will become a formal part of the school culture. This will address any problem of isolation and will constructively impact and strengthen the students' learning experience. All non-probationary teachers will participate in this program. Participation is optional for teachers in year 4, 5, or 6 of employment.

Collaboration Group: A self-selected group of three-four faculty members will commit to collaborating in a professional growth project on a three year cycle (length of cycle may be flexible based on project structure). Professional Growth projects may include the following:

- Discuss the goals of particular classes and teaching goals in general;
- Observe each other's classes or other working structures;
- Offer a space/place within which to raise pedagogical questions and concerns;
- Communicate and workshop problems as they arise —(It is our belief that such a model of problem sharing and solving will function to destigmatize problems, so they can be acknowledged as they arise, worked on productively, and resolved collaboratively. This will counter a potential tendency for a teacher to self-isolate because of fear that a problem will be “found out,” and thus benefit our students);
- Read relevant and pertinent articles/books together, organize relevant field trips and/or meaningful professional development opportunities together.

Such collaborative groups can be configured in different ways—for example, groups can come together within a grade level, a department, or any combination thereof.

Administrator Participation: Each Collaboration Group will make the features of their project known to the appropriate Principal(s) who will then pass this information on to the Office of Educational Programs. The project's described features will typically include, but not be limited by an explanation that aligns the project with the evaluation tool¹. There will be a supporting administrator for each project. Additionally, a framework for the project may include such components as scope, timeframe, anticipated goals, and logical milestones. The Collaboration Group is responsible for adequate and regular communication with their self-selected administrator.

Administrator Contribution: The administrator may bring any concerns s/he may have to the group; indeed, the collaborative group can include an administrator. Administrators may participate, as expertise is needed; the Administration may check in with a collaborative group at any time.

Administrator Evaluation: At the conclusion of the Collaboration Group's project, the administrator will review the results of the project with the Group and provide feedback on the project's features.

Special Cases for Administrative Guidance:

- Individual Professional Growth Projects with principal approval.
- Assistance in regrouping if needed after a year, or to continue for multiple years if they are functioning productively for the group members.
- The Principal and/or Faculty leaders need to establish a connection with any isolated person, to make sure people are not left out.

In the event that the administration can document serious concerns about a teacher's performance, the Principal may initiate the evaluation process (as per Article VII.6)

¹The Mentorship Group will devise and test an improved evaluation/observation tool for implementation in the 2012-13 school year.

ARTICLE XII, Section C

Step Advancement in Year 6

C. Salaries

1. The 2011-12, 2012-13, and 2013-2014, 2014-2015 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.

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. Teachers who successfully complete the sixth year evaluation by receiving a positive written evaluation and who participate in a Professional Growth Project (see SECTION REFERENCE) in years four, five and six of employment shall be issued a new three-year rolling contract (see Article VII, N. 4), and will advance one additional step on the salary schedule (i.e., will skip a step).

NOTE: This is new language added to the contract.

5. 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.

NOTE: Renumbered from 4 to 5.

N. PERSONNEL POLICY RESPECTING NEWLY HIRED TEACHERS

THREE-YEAR PROBATIONARY PERIOD

1. Newly hired teachers 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 VIIA) 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.

DEFINITION AND TIMING OF OBSERVATIONS AND FORMAL EVALUATIONS

2. During the probationary period stipulated in Article VII N. 1. above, the Principal and a peer evaluator will formally evaluate the teacher during the Fall and Winter Quarters of his/her first two years, and then in the Fall Quarter only during the third year. In addition, probationary teachers will undergo a series of formal observations that will inform a Principal's formal evaluation. The following procedures for formal evaluation of probationary teachers will apply.

a. By October 1, the following will occur:

1. The Administration will inform Principals, Grade Level Chairs, and Department Chairs as to which faculty members will be evaluated during the school year. The list will consist of all probationary teachers and teachers in their sixth year of service.

2. The Grade Level Chair or Department Chair, in conjunction with the teacher being evaluated will select a Peer Evaluator.

3. The Principal, in conjunction with the Grade Level Chair or Department Chair will ensure that the teacher being evaluated will have a peer evaluator.

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

1. Principals will familiarize the teachers being evaluated with the evaluation plan.

2. All evaluators, administrative and peer will meet to discuss the evaluation forms and process.

c. In School Year 2011-2012, for a teacher's first evaluation at the Laboratory Schools, Principals and others 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." Beginning in school year 2012-

2013, a new evaluation form to be developed by the post-contract committee (LETTER OF AGREEMENT) will be used.

d. Peer evaluations, along with formal observations will be delivered to the Principal at least two weeks before the end of the Fall Quarter. Peer evaluators and observers may wish to discuss their work with the Principal before this deadline.

e. Principals will complete and forward their evaluations, with the peer evaluation and other observations, to the Associate Director of the Laboratory Schools one week before the end of the Fall Quarter.

f. For probationary teachers, there will be a second evaluation in each of the first two years. Peer evaluations, along with all formal observations will be delivered to the Principal at least two weeks before the end of the Winter Quarter. Peer evaluators and observers may wish to discuss their work with the Principal before this deadline.

g. Principals will complete and forward their evaluations, with the peer evaluation and other observations, to the Associate Director of the Laboratory Schools one week before the end of the Winter Quarter.

h. The criteria and the forms to be used in these administrative and peer evaluations are specified in the Appendix "Faculty Evaluation Policy."

i. Formal observations may continue to be conducted at any time after the formal evaluation has been completed.

j. An academic administrator may conduct the evaluation during the second year and the sixth year unless there are documented concerns, in which case a Principal will address those concerns, because the Association and the Administration recognize the importance of the direct supervisor, i.e. Principal's evaluation, in such cases.

OBSERVATION AND EVALUATION PROCEDURE

3. Formal observations will be conducted as follows: evidence will be collected during an observation of an entire lesson or teaching period (or other appropriate period in the case of counselors and librarians) and recorded on a faculty observation form (to be developed by the mentorship group). Each formal observation will be followed by a collaborative conference between the teacher and the observer. For scheduled observations, a pre-conference discussion may be appropriate. Trained peer evaluators, department chairs or grade level chairs, and academic administrators may conduct formal observations.

4. Formal evaluations will be conducted as follows: The annual evaluation summary consists of all evidence collected during the probationary period such as observation evidence, professional development evidence, and/or documentation reflecting collaboration with other faculty members, from a colleague or mentor (during the 4th – 6th years), gathered over the course of the year. Evidence may also include information gathered by the teacher or academic administrator, such as student or parent feedback, special projects or committee work, and special awards or recognitions. The academic administrator completes the annual evaluation for every probationary teacher.

MENTORS

5. A probationary teacher will consult with his or her assigned mentor during their probationary period. The mentor and mentee are expected to develop a relationship based upon strict confidence.

6. A probationary teacher may, but is not required to, choose his or her mentor to act as the peer evaluator during this period.

SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD

7. 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, upon successful completion of an evaluation process, which will include self- evaluations during the fourth and fifth year and the formal evaluation in the sixth year.

SIXTH YEAR EVALUATION

8. Each teacher will next be evaluated after completing five years of teaching at the Laboratory Schools (that is, in the sixth year). Formal observations will be completed during the Fall Quarter, by both the academic administrator and the peers according to the procedure specified in Article VII, N.2.a-g above, except that if an academic administrator's observation 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 academic administrator and the faculty member.

9. If the teacher is progressing satisfactorily, the evaluation process will result in the Administration issuing a positive written evaluation and a new three-year rolling contract would begin the subsequent year.

PROCEDURE WHERE DOCUMENTED SERIOUS CONCERNS EXIST AFTER PROBATIONARY PERIOD

10. 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 nonrenewal 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 (VI1, 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.

11. 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.

12. 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.

NOTE: Underlined sections indicate a change in contract language.

Evaluation Cycle

Teacher	Observer	Evaluator	Formal Observations	Documentation (Minimum)
Probationary 1	Administrator, Mentor/Peer	Principal, Peer	3 Administrators 2 Peer/Mentor	Observations Evaluations (4)
Probationary 2	Administrator, Mentor/Peer	Administrator, Peer	2 Administrators 2 Peer/Mentor	Observations Evaluations (4)
Probationary 3	Administrator, Mentor/Peer	Principal, Peer	1 Administrator 2 Peer/Mentor	Observations Evaluations (2)
Senior Year 4				Self Evaluation
Senior Year 5				Self Evaluation
Senior Year 6	Administrator, Peer	Administrator, Peer	1 Administrator 1 Peer	Observations Evaluations (2)

PROCEDURE FOR ADDRESSING PARENT CONCERNS

The Procedure for addressing parent/guardian concerns about a teacher's practice will be placed in Handbooks:

1. When a parent has concerns about a teacher's work with his/her student, the parent should contact the teacher in question to resolve the concerns. In the event a parent's concerns are not satisfactorily addressed, the parent or teacher may wish to invite the appropriate administrator to discuss the matter together.
2. The Schools recognize that some concerns may be shared first with a school administrator; however, the vast majority of concerns are best resolved directly with a teacher. In most cases, parents will be asked to speak with the teacher directly, before an administrator is involved.
3. If parents are not comfortable addressing concerns directly to a teacher, the administrator will set up a meeting at which s/he, the parent, and the teacher discuss the matter and seek resolution.
4. In those rare cases where it is inappropriate for a parent to speak with a teacher about the concerns, the administrator will handle the matter directly. If appropriate, the administrator will report the resolution to the concerned parent.
5. A parent who comes forward in good faith with concerns about a teacher's work with his/her student, shall not be, nor shall their student be, subject to reprisal or retaliation for expressing such concerns. Any parent who believes h/she or the parent's student is being retaliated against should immediately bring it to the attention of the Principal.

TERM OF CONTRACT

4-Year Contract Term (Expiration June 30, 2015).

SALARY

See Attached Salary Schedule

Year 1: 2.85, Year 2: 3.83, Year 3: 3.83, Year 4: 3.98%
This includes the general increase plus step modifications.

EXTRA SERVICE GENERAL INCREASES

General increases to extra service pay will match general salary increases.

ASSISTANT TEACHERS

See Attached Salary Schedule

The general salary increases from the Teacher pay scale will be applied to the current assistant teacher pay formula.

RELEASED TIME POSITIONS

Released time positions currently in contract remain the same.

Agreement to continue current practice of released time for positions of Science Lab, Digital Lab, World Language Coordinator, and Writer's Center in a Letter of Agreement to be renegotiated for the next contract.

Extra service for World Language Trips will be added to the schedule of Supplementary Extra-Service Positions at the following rates:

- World Language Trip Organizer: \$3,500
- World Language Exchange Organizer: \$4,825
- World Language Scholarship Organizer: \$500

The Overnight Chaperone stipend will continue to apply.