

How to Negotiate an Interest-based Contract:

The Union Park/Chicago Alliance of Charter Teachers and Staff Experience

**Presented to the American Federation of Teachers
in fulfillment of the
2009-2010 Innovation Fund Grant**

**by the
Illinois Federation of Teachers**



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Acknowledgements

We are especially grateful to the following people who so ably guided us thru the process of interest-based bargaining to attain a meaningful Agreement:

- Lynne Mingarelli American Federation of Teachers
- Nancy Van Meter American Federation of Teachers
- Jonathan Gyurko AFT/United Federation of Teachers
- Ed Geppert IL Federation of Teachers, then president and founding CTD board member
- Carlene Lutz IL Federation of Teachers, Educational Issues Director
- Mike McNally AFT/ACTS Interest-based Bargaining Consultant
- Kathy Shaevel IL Federation of Teachers, Field Service Director
- Kirby Callam Union Park CEO, lead negotiator for management
- Jacqueline Lemon Chicago Talent Development (CTD) founding principal
- Abidemi Adeboje CTD Teacher Representative
- Eli Argamaso CTD Teacher Representative
- Angela McDuffie CTD Teacher Representative.

We are equally grateful to all the other teaching staff members who served on various committees and offered their insight as we completed this project.

Maureen Kelleher did a yeoman's job in gathering information and serving as writer for this manual.

Finally, we are grateful to the staff of the American Federation of Teachers Innovation Fund who funded this work and encouraged us ably along the way.

How to Negotiate an Interest-Based Contract: the Union Park/Chicago Alliance of Charter Teachers and Staff (ACTS) Experience

Whether you are a rookie teacher in a brand-new school or a seasoned union contract negotiator, it's likely you've never experienced interest-based bargaining. This guide will show you how the Union Park High Schools charter management organization and the teachers in its first high school, Chicago Talent, reached an interest-based agreement with strong provisions for teacher voice and empowerment in school decisions.

Background

Union Park High Schools is a unique charter management organization. Its board includes leaders from the Illinois Federation of Teachers (IFT) and the Service Employees International Union (SEIU). From its beginnings, Union Park wanted to create a new kind of relationship between teachers and management. "We were looking for a way to demonstrate our support for charter schools [and to] demonstrate that unionization of teachers doesn't diminish charter schools' effectiveness," said Ed Geppert, then president of the Illinois Federation of Teachers.

The school organizational model used at Chicago Talent, developed by Johns Hopkins University's Center for the Social Organization of Schools, laid a strong foundation for teacher empowerment. The Talent Development school model organizes 9th-grade teachers into teams of four with responsibility for no more than 75 students. The teams have common planning time and work together to identify and intervene early with students at risk of school failure. Teachers working with the upper high school grades use similar team structures to plan lessons and monitor student progress. Teacher teams take leadership in calendar, curriculum and other school decisions to ensure school structures support student success. Teachers lead teams and academies: a Freshman Academy plus career-focused academies for the upper grades. Instructional coaches provide collegial feedback and support as teachers hone their instructional and leadership skills.

Unlike other charter management organizations, Union Park was open to teachers organizing to express their voice in negotiations. It made no effort to hinder Chicago Alliance of Charter Teachers and Staff (ACTS), the AFT/IFT local that organizes charter schools, from working with Chicago Talent faculty. Kirby Callam, Union Park's CEO, knew the importance of good district-union partnership from negative experiences as a teacher in an Evanston middle school. "It was abysmal how the district was able to work us [teachers] over. It showed me the importance of a good union with a good voice, and the importance of a good district that can support and believe in the same goals a progressive union has," he said.

To reach an Agreement, Union Park used interest-based bargaining, a strategy described by Roger Fisher in the best-selling book *Getting to Yes*. Both the process and the substance of the Agreement were also inspired by the partnership between charter management organization Green Dot and the United Federation of Teachers, which produced a three-year contract

agreement for the Green Dot New York Charter School. The agreement created six committees to give teachers a larger voice in school governance, including budget, hiring and professional development. “At its core, one task of a negotiator/facilitator is to elicit the *interests* of various parties, and then develop *options* that might meet those interests. Therefore, a negotiator/facilitator will need to be as creative as possible. To stimulate creativity and develop the largest number of good options, we recommend using good *brainstorming* techniques.” See **Appendix A** for Brainstorming Techniques.

Tip: Interest-based bargaining focuses on the common interests of all parties involved in an agreement. It does not focus on the particular positions that could be taken based on an interest. For example, Union Park and its teachers had a common interest in promoting teachers’ professional growth. Rather than come to the table with specific, potentially conflicting ideas about how to do that (financial stipends for coursework versus bonuses tied to increases in student test scores), all parties worked together from one proposal (*one-text*) to develop a strategy everyone supported. To introduce the team to the process, the union facilitators first worked to establish trust through a series of mini-workshops with the whole staff. Brainstorming guidelines were presented, as was the design and use of the one-text. Once these tools were in hand and understood after some initial practice sessions, the labor/management teams began negotiations in earnest—utilizing these skills.

See **Appendix B** for Seven Elements for Interest-based Bargaining.

Step One: Find the Right People

Before starting the negotiations, it’s worth finding a mentor who has been through the process of interest-based bargaining, and if possible, one who has experience with negotiations between a charter operator and a teachers union. Our mentor/consultant was Mike McMally, a former IL Federation of Teachers (IFT) field service director, who was a Harvard trained interest-based bargaining leader affiliated with AFT/ACTS. He provided the initial training which included an overview of what elements contribute to interest-based bargaining along with some preliminary discussions for interpretation. Mike created wall charts of each session’s work. He typed these out, and opened each subsequent session with a quick review of what the team had accomplished previously. This then became the basis of all continuing work. Mike assisted Kathy Shaevel, IFT field service director assigned to the Chicago ACTS negotiations in the facilitation of discussions during the labor/management bargaining sessions.

See **Appendix C** for the One-Text Process

And, it’s wise to choose the members of the negotiating team carefully, perhaps by setting criteria for selection, as Union Park learned the hard way. Union Park benefited greatly from having another experienced negotiator to encourage us along our journey. Jonathan Gyurko, who helped New York’s United Federation of Teachers negotiate with Green Dot Charter Schools, played a key role in further mentoring and preparing the labor/management team for interest-based negotiations. In addition to conferring with Union Park and IFT leaders, Gyurko came to Chicago twice to support the process—meeting with teachers in the summer before the school opened, and returning in December 2009 for an early negotiating meeting. At that meeting Gyurko advised Chicago Talent’s faculty to immediately meet privately and identify their negotiating team members, a decision that had languished on the back burner while teachers were getting their bearings—classroom and course structures in place—in the new school.

At the time, the relatively easy and quick decision on team membership was viewed as a plus, especially after several months delay. However, in retrospect, the negotiations might have moved more quickly had the teacher with the most teaching experience been persuaded to join the team. He felt he should step back and let less experienced people offer their newer ideas. As it was, a few team members with more traditional mindsets around union negotiations came forward. In some instances, this limited the initial stages of creativity of the negotiations. In retrospect, it would be desirable to encourage establishment of a diverse team. Here is an example of the one-text drafts on Negotiations Principles as they evolved to acceptance.

NEGOTIATIONS PRINCIPLES—A Sample One-Text

The purpose for negotiating this agreement is to provide a basic set of expectations for all Chicago Talent Development High School employees that will lead to a stable work environment and will allow all employees to focus on the mission of helping all CTDHS students be among the highest achieving students in Chicago.

The CTDHS negotiation committee will include three teacher members of the bargaining unit, *Eli Argamaso, Angela McDuffie, and Abidemi Adeboje*, representing each of the two floors of the high school, two administrators, *Kirby Callam and Jackie Lemon*, *Carlene Lutz*, *Kathy Shaevel* and the facilitator, *Michael McNally*.

The committee will utilize a collaborative interest-based negotiations model to reach agreement by consensus on issues to be included in the agreement. Team members may request a caucus at any time during the negotiations. The committee may request that additional teachers be included in the negotiation sessions as needed.

Each negotiation session will be facilitated by a professional facilitator who has been trained in interest-based negotiations and problem solving processes. The facilitator will maintain a record of all tentative agreements/commitments reached during negotiations and will offer a complete set of tentative agreements/commitments to the team for adoption after each interest has been considered.

The facilitator will also train the committee members in interest-based problem solving during the negotiations so that the parties may use a collaborative process to administer the agreement after it has been ratified and signed by the parties.

The committee is empowered to reach tentative agreements/commitments on issues during negotiations that will be subject to a final agreement/commitment on a complete contract. *With agreement of the committee, the committee members are empowered to invite resource persons to attend negotiation sessions.*

Negotiation dates, times and places will be determined by the committee at the conclusion of each session. The committee will schedule future negotiation sessions to allow time to prepare for each session as well as balance each member's professional responsibilities to the students.

Negotiation sessions will be held at CTDHS after the scheduled school day for no less than one hour or more than three hours adjusted by the committee.

November 19, 2009

Each committee member will be compensated for the negotiation meetings that are conducted outside the regular scheduled work day at the following rate of \$40.00 per hour.

The committee will select one of its members to function as note taker who will maintain the official notes of interest, options, one-texts, and any and all discussion of issues relevant to the negotiations.

December 3, 2009

The teachers and the administration will make every effort to develop interests, options, and one-texts during negotiation sessions, however, from time to time, at the discretion of each party, may develop interests and options in separate caucuses to be brought to the negotiation sessions for discussion and agreement.

The teacher negotiators are responsible for communicating with their colleagues regarding negotiations.

The above *italicized* represents changes to the draft of November 19, 2009.

Submitted December 14, 2009

Submitted January 6, 2010 for final accept or reject. (Accepted)

Tip: Union Park leaders now suggest setting guidelines for selecting teacher representatives on the negotiating team. They could include, for example, a minimum number of years of experience, subject areas, and past teaching experience in terms of place & type of school. Perhaps an application process that gives teachers a better sense of their peers' approach to union-management relations, as well as some descriptors, would be ideal. That would have helped them choose the person(s) they believed best represented their interests and the common interests of the school as a whole. "There has to be a driver of the negotiating team, someone who can drive the process with vision based on experience and commitment to a student-centered school," observed Union Park CEO Kirby Callam.

Create and Defend Negotiating Time

One of the biggest obstacles Union Park and its teachers faced in negotiating their contract was carving out dedicated time for negotiations. Chicago Talent was in its first year of operation and most of the faculty had no more than two years of classroom experience. “Day-to-day survival was the priority at first,” says the IFT’s Carlene Lutz.

Before tackling contract negotiations, teachers needed time in the first quarter of the 2009-10 academic year, to establish themselves in their classrooms and get the school up and running. As a result, the original timeline for contract negotiations was modified. Union Park and its faculty gave themselves more time to complete contract negotiations—moving their self-imposed deadline from March 2010 to May 2010 gave them needed breathing room.

In interest-based bargaining, time is especially critical early on to build trust among all parties and unearth the key common interests that will drive negotiations and the eventual contract. Over the summer, the entire faculty and staff met daily for two weeks at the IFT conference center, away from the noise and dust of remodeling in the school building. It was easy to begin building trust during this professional development institute, and the small, friendly sessions paid off during the school year, when formal negotiations got under way.

From December 2009 through March 2010, the negotiating team held weekly after-school negotiating sessions with representatives from both labor and management. Teachers received stipends supported by an AFT Innovation Fund grant, which also supplied needed funds for resource materials, supplies, and experienced consultants during the entire process.

Define Guiding Principles

Contract talks began in a rather unique fashion with administration and teachers at the same table, meeting with facilitators. A laundry list of issues quickly surfaced. At first the team tried to tackle them one by one. Then, everyone realized it would be better to develop guiding principles for the negotiating process and for the overall shape of the Agreement before addressing specific issues.

While creating the principles to guide how the negotiations were to be conducted, the group was also able to step back and develop a broad set of guiding principles for the Agreement itself, based on the school’s mission. These principles kept everyone focused on their joint goals: graduating students prepared for success in college, career and civic life; creating a respectful, nurturing and motivating learning community; challenging all students and adults to develop their unique talents and reach their highest potential.

“It set some predefined objectives we both shared about students and the organization, not just about teachers’ rights or management rights,” said Union Park High Schools CEO Kirby Callam. See **Appendix D** for Notes from Sample Wall Chart.. See **Appendix E** for the Guiding Principles.

Use One-Text Drafts to Unearth Common Interests

The Guiding Principles document exemplifies a core element of interest-based bargaining: the one-text draft. Rather than having the parties involved in negotiations develop proposals separately and then bargain between competing proposals, in interest-based bargaining all parties participate in the creation of a draft text which goes through multiple rounds of critique and revision until everyone agrees their interests are fairly addressed.

The ground rules for discussing a one-text are:

- While a one-text is being written, participants can't accept or reject any part of the draft.
- Once the draft writer has finished writing the one-text, everyone has an opportunity to accept, critique or reject it.

Prioritize, Prioritize, Prioritize

When labor and management representatives were ready to start the formal negotiating process, once again a laundry list of issues surfaced. This time, to help everyone sort through the issues and determine their priorities, facilitator Mike McNally led the negotiating team in a “\$10 exercise”—giving each person an imaginary \$10 to allocate among the various issues.

This activity was first done individually. After combining and recording the individual allocations, he then brought the group together to hash out and prioritize how they would jointly spend their \$10 to tackle the topics. The group agreed its top three issues to begin negotiations were:

- 1) to respect and maintain the collaborative process spelled out in the Talent design, defining the role of teacher teams in school governance and protecting their ability to speak without fear of recrimination;
- 2) to determine fair compensation including salary, incentives, bonuses, stipends, etc.; and,
- 3) to establish working conditions which would grow out of discussions and deliberations around specifics like class size, class assignment and rotations, materials, etc.

The following chart is from the notes from a wall chart following the Prioritizing activity: December 14, 2009.

\$10 Activity with Combined Priority Allocations to Issues

| <u>Issues</u> | <u>Group Totals</u> | <u>Ranked Priorities</u> |
|-----------------------|---------------------|--------------------------|
| Compensation | \$12.33 | #2 |
| Benefits | \$5.33 | #4 |
| Evaluation | \$3.00 | #6 |
| Collaborative process | \$17.00 | #1 |
| Discipline | \$4.00 | #5 |
| Working conditions | \$8.00 | #3 |
| Union rights | \$ 0.00 | #0 |
| Legal/technical | \$0.00 | #0 |

Tap Outside Expertise as Needed

To better understand teacher evaluation and compensation, Union Park and the IFT held a two-day retreat with Chicago Talent staff to educate them on alternative compensation systems. AFT Innovation Grant funds supported the retreat.

The entire Chicago Talent faculty and administration learned about alternative compensation systems nationally, with particular focus on Houston, Chicago and St. Francis, Minnesota. The St. Francis representatives presented Minnesota's Student Performance Improvement program. They then led the retreat participants in a discussion of factors that might be considered in alternative compensation, including how to tie salary enhancements to teacher and student performance fairly and equitably.

Our facilitator, from DHR Consulting (now ThreePoint Consulting, LLC) was hired to help keep us on track, to encourage participation from all the participants, and to guide a discussions around a comparison of the teacher compensation models across the United States from information we had supplied.

Union Park CEO Kirby Callam, who drafted the initial version of the compensation structure, credits ThreePoint with providing useful information from which to develop Union Park's plan. By examining several existing systems, teachers developed the knowledge base and perspective necessary to critique the draft compensation system and revise it as needed. The Compensation Plan Core Components appears in a later narrative.

Use Committees to Save Time

Once trust levels grew deep enough among all the parties, it became possible to designate committees and even individuals to develop initial statements of options and interests. The union

facilitators (staff assigned to the project from AFT/ACTS and the IFT) and/or members of the labor/management teams took those statements and developed them into draft one-texts written in contractual-style language.

All the one-texts—whether written by staff or negotiating team members—were then brought to the labor/management negotiating team for critique, revisions and eventual consensus. These then became the initial documents to be combined to create the tentative Agreement.

Delegating tasks to committees made up of other staff members than just the team, can help move negotiations forward without requiring everyone to be present for everything. Members of Chicago Talent’s committees met weekly from February through May 2010 to develop ideas that were taken into the weekly negotiations. These committee meetings were also an excellent way to share information on what was evolving with the entire staff, since not everyone attended every negotiating session. At times, some of the various team members did sit in on the actual negotiations and were able to witness the fruit of their labors—one-text tentative agreements.

The four committees which were then incorporated into the actual contract language were:

- Benefits
- Evaluation and Compensation
- Faculty Hiring and Review, and
- Working conditions

The committees accomplished a great deal of work.

The **Benefits Committee** drafted the initial one-text for negotiations, shown below:

Benefits

- UPHS will pay 80% of the faculty’s premium for healthcare, vision, dental, and life insurance.
- Eligibility for the benefit program begins on September 1 of each school year or the first day of employment if employment begins after September 1.
- All faculty in permanent positions and who work more than 50% of the workload of a typical week are eligible for healthcare, vision, dental, and life benefits.

Paid Time Off

- The purpose of the paid time off benefit is to provide pay to staff for days not worked due to sickness or personal business. Union Park offers a plan that can provide continual pay through the use of saved sick days, personal days, and short- and long-term disability insurance.
- Sick Days: Faculty accrue one sick day per month up to a maximum of 15 days. If an employee is out of work for a period more than 15 continual days, they may be eligible for the short-term disability and long-term disability insurance to provide 60% of their salary.
- UPHS will pay 100% for the faculty’s premium for short- and long-term disability insurance. Eligibility for short and long-term disability insurance begins once a faculty member is promoted out of the initial teaching level.
- Three or more sick/personal days taken in a row will require a doctor’s note.

- Maternity leave is provided for a total of six weeks at 60% pay with all sick/personal days used first. Paternity pay is two weeks at 60% pay with all sick/personal days used first. Faculty are eligible to receive maternity/paternity pay once they are promoted out of the initial teaching level.
- Bereavement: Five days paid for parent, foster parent, qualifying domestic partner, sibling, mother- or father-in-law, grandparent or grandchild.

Pension

- Certified faculty will pay 4% of the 9% salary obligation to fund the Public Teacher's Pension Fund of Chicago. Employer will pick up 5%.
- All certified employees are eligible to participate in an employer matched portable 401k3 retirement savings plan. UPHS will match up to 2% of certified faculty salary. There is no match for non-certified staff.

The **Evaluation and Compensation Committee** developed a one-text from ideas that emerged from the retreat: having more than one person evaluate teachers; including measurements of teacher performance beyond evaluators' observations (student and parent reflections, student attendance, suspensions, graduation rate, college staying power); ensuring a transparent process that promotes each teacher's individual growth.

Contract Language Regarding Evaluation

| <i>Standards of comparison</i> | <i>Include</i> Yes No | <i>Concepts</i> | <i>Other</i> |
|--|--------------------------|--|--------------|
| Evaluation process and timing is reviewed each year by a certain date? | Yes | <ul style="list-style-type: none"> No later than October 1 The document handed out in the fall will not change during the year unless agreed upon by the parties | |
| The evaluator(s) assigned to each teacher is named by a certain date? | Yes | <ul style="list-style-type: none"> Principal is evaluator Observers could be principal, academy leader, appointed senior faculty Observers give evaluative input to evaluator Parent and student input shall be a measure within evaluation | |
| Change in evaluator communication and process | No | | |
| Multiple evaluators | No | <ul style="list-style-type: none"> Multiple observers, yes Multiple evaluators, no | |
| Goals setting, by whom, when | Yes | <ul style="list-style-type: none"> One school wide goal each year An individual teacher goal (for 10-11 the goal will be developed by teacher, after that the goal will be based on prior year's evaluation) | |
| Defined areas of evaluation | Yes | <ul style="list-style-type: none"> The areas will be set forth on the Union park teacher evaluation rubric. The evaluation rubric and evaluation docs will be continuously reviewed and improved by the H and R team. One domain shall be devoted to student growth and teacher growth. | |

As a result of the negotiations designating teacher voice in the process of setting the length of the

school year and day, the **Working Conditions Committee** created times for a new school day and unique calendar year which were implemented during 2010-2011. The day was retooled to create one hour each morning for committee meetings, a weekly two-hour professional development session for teachers, and 155 days of extended instructional time (360 minutes daily) for students. Thanks to the longer instructional day, the committee created a calendar that meets all Illinois state requirements. The new school calendar reduced single-day holidays to maximize instructional momentum and created longer breaks at Thanksgiving and in mid-winter to give teachers and students a true mental break from the rigors of everyday instruction.

The **Faculty Hiring and Review Committee** began recruitment and selection of teachers to join Chicago Talent's faculty in 2010-2011. They advertised widely, took part in the CPS job fair, sent requests to other charters and INCS, held multiple interviews with candidates, reviewed their portfolios, and observed their teaching. Candidates conducted demonstration lessons with students and the students then gave their feedback on the candidates' performance to the Committee. Once new staff was hired, the Committee helped them acclimate to the school and their new position over the summer.

Closeup: Negotiating the Compensation/Evaluation Structure

A draft compensation structure was offered March 8, 2010. The proposed teacher salary scale was set lower than that of the Chicago Public Schools but higher than that of Civitas, the Chicago International Charter Schools education management organization, which was previously organized by Chicago ACTS and served as a reference point for us. (Civitas manages one elementary school and two high schools.) A ThreePoint Consulting representative worked with Callam to prepare the initial draft compensation structure.

Compensation Plan Core Components--DRAFT

1. School Culture of the Teacher as a Professional

In creating a culture of the teacher as a true professional¹, the practice of teaching at Chicago Talent:

- is viewed as an art and a science, where the highest levels of performance take years of content and classroom development to achieve,
- requires rigorous and extensive training and certification to enter the profession with continuous learning opportunities integrated into the school workday and year,
- expects teachers to be responsible for their students' academic growth and are open to high public accountability of their classrooms and teaching practice,
- is driven by senior faculty who take on the enculturation of new teachers and constantly review, update and enforce the accepted high standards of practice.

2. The formation of a Faculty Hiring & Review Committee

- comprised of administration (principal and academy leaders) and senior faculty.
- oversees hiring, evaluations, promotions, and out-placement.

3. The creation of three career ladder positions:

- Initial
- Professional
- Senior

The compensation structure was closely tied to evaluation, following the model from St. Francis, Minnesota. There, the teacher career ladder and salary schedule is tied to an evaluation framework based on Charlotte Danielson's model utilizing these four domains of teaching practice:

- Planning and preparation
- Classroom environment
- Professional responsibilities
- Instruction

At Chicago Talent, teachers are evaluated on their performance in these four domains by

¹ This concept is summarized in the one-page document titled "Why We Need to Make Teaching a True Profession," which was presented by Louise Sundin, former president of Minneapolis Federation of Teachers, at the Great Lakes Teacher's Reform Network conference on November 9, 2009.

multiple observers and using multiple measures, including a student growth measure and student and parent survey data. The evaluations are used as the basis for promotions to higher positions on the career ladder.

Once the initial compensation structure was introduced as a draft one-text, everyone in the room was invited to critique it. The following memo shows a sample of written feedback from a teacher who was unable to attend the session where the initial draft was presented.

3/21/10 One Teacher's Union Negotiations/Compensation Feedback

- Staff need approximate dollar amounts or ranges to determine the feasibility of increases and to compare to current market value
- The promotion review committee must include teachers from all disciplines with demonstrated knowledge of subject-specific pedagogy. For example, Science teachers review science teachers for performance-based promotion.
- Talent model curriculum and associated performance measures, including student behavior standards that impact teacher evaluations should only be used for Talent model classes.
- Suggestion to reclassify Art and Biology as 'Academy courses' and subject those teachers and students to Academy performance measures OR permit teachers of those courses to draft standards for promotion. Currently there is no horizontal alignment of courses.
- Define duties for senior teachers in the contract and stick to them.
- Added roles: team leader, grade level lead, department chair need job descriptions and should be paid at teachers hourly rate. This could really add up-suggestion to roll this in to salary.
- Is the National Board Certified Teacher stipend a one- time incentive or a recurring amount. Is it fixed or variable?
- Define the PLUS in "cost of living PLUS increases"
- Senior and professional teachers should write SMART goals if student achievement is tied to pay with standardized tests weighing only a percentage of the goal.

A major point of contention emerged between teachers and management over what forms of additional expertise would earn additional compensation. Teachers favored additional compensation for attaining a master's degree; management preferred to offer additional compensation for National Board Certification. Eventually the parties agreed to offer additional compensation for both credentials.

Other issues that sparked debate and revision included:

- Compensation for mentoring new teachers—a provision was added to specify that any teacher who agreed to work beyond the job description (i.e. mentoring new teachers by helping them with instruction and school procedures, not as an evaluator or formal instructional coach) would be compensated.
- Level (step) increases: Cost of living allowance (COLA) was set at 2 percent. If teachers in the initial and professional faculty bands meet their evaluation performance goals, they are eligible for an additional 4 percent raise. If not, they receive only the COLA.
- After five years in the professional faculty band, teachers are eligible for promotion to senior faculty or instructional coach. Teachers who do not promote to one of these positions continue to receive annual COLA increases, but no further salary growth. The Union Park board's budget committee has the power to reduce COLA/step increases if needed to address financial challenges caused by a drop in school per pupil allotment from the CPS, as an example.

The following pages show the salary schedule taken directly from the Agreement for school years 2010-2011 through 2014-15. Included are the evaluation ratings needed for placement on, and movement within, the schedule.

Appendix A: Salary Schedules

2010-2011

| <u>Bachelor's Degree</u> | | <u>Master's Degree</u> | | <u>National Board Master Certificate</u> | |
|----------------------------------|-----------|------------------------|-----------|--|-----------|
| <u>Initial Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 45,000 | <u>Level 1</u> | \$ 47,000 | <u>Level 1</u> | \$ 49,000 |
| <u>Level 2</u> | \$ 45,900 | <u>Level 2</u> | \$ 47,940 | <u>Level 2</u> | \$ 49,940 |
| <u>Professional Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 49,000 | <u>Level 1</u> | \$ 51,000 | <u>Level 1</u> | \$ 53,000 |
| <u>Level 2</u> | \$ 50,960 | <u>Level 2</u> | \$ 53,040 | <u>Level 2</u> | \$ 55,040 |
| <u>Level 3</u> | \$ 53,085 | <u>Level 3</u> | \$ 55,250 | <u>Level 3</u> | \$ 57,250 |
| <u>Level 4</u> | \$ 55,210 | <u>Level 4</u> | \$ 57,210 | <u>Level 4</u> | \$ 59,210 |
| <u>Level 5</u> | \$ 57,420 | <u>Level 5</u> | \$ 59,500 | <u>Level 5</u> | \$ 61,500 |
| <u>Senior Faculty</u> | | | | | |
| \$ 66,000 | | | | | |
| <u>Instructional Coach</u> | | | | | |
| \$ 70,000 | | | | | |

2011-2012

| <u>Bachelor's Degree</u> | | <u>Master's Degree</u> | | <u>National Board Master Certificate</u> | |
|----------------------------------|-----------|------------------------|-----------|--|-----------|
| <u>Initial Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 45,900 | <u>Level 1</u> | \$ 47,940 | <u>Level 1</u> | \$ 49,940 |
| <u>Level 2</u> | \$ 46,818 | <u>Level 2</u> | \$ 48,899 | <u>Level 2</u> | \$ 50,899 |
| <u>Professional Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 49,980 | <u>Level 1</u> | \$ 52,020 | <u>Level 1</u> | \$ 54,020 |
| <u>Level 2</u> | \$ 51,979 | <u>Level 2</u> | \$ 54,101 | <u>Level 2</u> | \$ 56,101 |
| <u>Level 3</u> | \$ 54,147 | <u>Level 3</u> | \$ 56,355 | <u>Level 3</u> | \$ 58,395 |
| <u>Level 4</u> | \$ 56,314 | <u>Level 4</u> | \$ 58,354 | <u>Level 4</u> | \$ 60,394 |
| <u>Level 5</u> | \$ 58,568 | <u>Level 5</u> | \$ 60,690 | <u>Level 5</u> | \$ 62,730 |
| <u>Senior Faculty</u> | | | | | |
| \$ 67,320 | | | | | |
| <u>Instructional Coach</u> | | | | | |
| \$ 71,400 | | | | | |

2012-2013

| <u>Bachelor's Degree</u> | | <u>Master's Degree</u> | | <u>National Board Master Certificate</u> | |
|----------------------------------|-----------|------------------------|-----------|--|-----------|
| <u>Initial Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 46,818 | <u>Level 1</u> | \$ 48,899 | <u>Level 1</u> | \$ 50,899 |
| <u>Level 2</u> | \$ 47,754 | <u>Level 2</u> | \$ 49,877 | <u>Level 2</u> | \$ 51,877 |
| <u>Professional Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 50,980 | <u>Level 1</u> | \$ 53,060 | <u>Level 1</u> | \$ 55,060 |
| <u>Level 2</u> | \$ 53,019 | <u>Level 2</u> | \$ 55,183 | <u>Level 2</u> | \$ 57,183 |
| <u>Level 3</u> | \$ 55,230 | <u>Level 3</u> | \$ 57,482 | <u>Level 3</u> | \$ 59,563 |
| <u>Level 4</u> | \$ 57,440 | <u>Level 4</u> | \$ 59,521 | <u>Level 4</u> | \$ 61,602 |
| <u>Level 5</u> | \$ 59,740 | <u>Level 5</u> | \$ 61,904 | <u>Level 5</u> | \$ 63,985 |
| <u>Senior Faculty</u> | | | | | |
| \$ 68,666 | | | | | |
| <u>Instructional Coach</u> | | | | | |
| \$ 72,828 | | | | | |

2013-2014

| <u>Bachelor's Degree</u> | | <u>Master's Degree</u> | | <u>National Board Master Certificate</u> | |
|----------------------------------|-----------|------------------------|-----------|--|-----------|
| <u>Initial Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 47,754 | <u>Level 1</u> | \$ 49,877 | <u>Level 1</u> | \$ 51,877 |
| <u>Level 2</u> | \$ 48,709 | <u>Level 2</u> | \$ 50,874 | <u>Level 2</u> | \$ 52,874 |
| <u>Professional Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 51,999 | <u>Level 1</u> | \$ 54,122 | <u>Level 1</u> | \$ 56,122 |
| <u>Level 2</u> | \$ 54,079 | <u>Level 2</u> | \$ 56,286 | <u>Level 2</u> | \$ 58,286 |
| <u>Level 3</u> | \$ 56,334 | <u>Level 3</u> | \$ 58,632 | <u>Level 3</u> | \$ 60,754 |
| <u>Level 4</u> | \$ 58,589 | <u>Level 4</u> | \$ 60,712 | <u>Level 4</u> | \$ 62,834 |
| <u>Level 5</u> | \$ 60,935 | <u>Level 5</u> | \$ 63,142 | <u>Level 5</u> | \$ 65,264 |
| <u>Senior Faculty</u> | | | | | |
| \$ 70,040 | | | | | |
| <u>Instructional Coach</u> | | | | | |
| \$ 74,285 | | | | | |

2014-2015

| <u>Bachelor's Degree</u> | | <u>Master's Degree</u> | | <u>National Board Master Certificate</u> | |
|----------------------------------|-----------|------------------------|-----------|--|-----------|
| <u>Initial Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 48,709 | <u>Level 1</u> | \$ 50,874 | <u>Level 1</u> | \$ 52,874 |
| <u>Level 2</u> | \$ 49,684 | <u>Level 2</u> | \$ 51,892 | <u>Level 2</u> | \$ 53,892 |
| <u>Professional Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 53,039 | <u>Level 1</u> | \$ 55,204 | <u>Level 1</u> | \$ 57,204 |
| <u>Level 2</u> | \$ 55,161 | <u>Level 2</u> | \$ 57,412 | <u>Level 2</u> | \$ 59,412 |
| <u>Level 3</u> | \$ 57,461 | <u>Level 3</u> | \$ 59,804 | <u>Level 3</u> | \$ 61,969 |
| <u>Level 4</u> | \$ 59,761 | <u>Level 4</u> | \$ 61,926 | <u>Level 4</u> | \$ 64,091 |
| <u>Level 5</u> | \$ 62,153 | <u>Level 5</u> | \$ 64,405 | <u>Level 5</u> | \$ 66,570 |
| <u>Senior Faculty</u> | | | | | |
| \$ 71,441 | | | | | |
| <u>Instructional Coach</u> | | | | | |
| \$ 75,770 | | | | | |

Please note: the following is an illustration and shall be revised by an evaluation committee and shall be reviewed and ratified by the parties at the start of the SY 2010-2011 or sooner.

Appendix B

Evaluation ratings required for salary schedule placement, movement and continuation

| | | |
|--|--|--|
| Initial Faculty Band | To move to professional faculty band of salary schedule | Number of components rated "proficient" |
| | "Proficient" in 100% of all components in all domains | 3 components in Domain 1 3 components in Domain 2 5 components in Domain 3 4 components in Domain 4 |
| Professional Faculty Band | To show continued growth while on levels 1-5 for a minimum of five years | Number of components rated "high performing" |
| | Add one component rating of "highly performing" in each domain each year | By year 5 you must have the following 1/3 components in Domain 1 1/3 components in Domain 2 2/5 components in Domain 3 2/4 components in Domain 4 |
| Professional Band Continuation | To show continued growth while continuing on step 5 | Number of components rated "high performing" |
| | Continue to add to "high performing" ratings in each domain in each year | |
| | By year 10, maintain more than half of all component ratings in each domain as "highly performing" for the remainder of employment | By year 10 you must have the following 2/3 components in Domain 1 2/3 components in Domain 2 3/5 components in Domain 3 3/4 components in Domain 4 |
| Senior Faculty Band | To be eligible to apply for senior faculty status | Number of components rated "high performing" |
| | Maintain at more than 75% of all component ratings in each domain as "high performing" for at least 2 years | 3/3 components in Domain 1 3/3 components in Domain 2 4/15 components in Domain 3 3/4 components in Domain 4 |
| Senior Faculty Band and Instructional Coach Continuation | Maintain at more than 75% of all component ratings in each domain as "high performing" | 3/3 components in Domain 1 3/3 components in Domain 2 4/15 components in Domain 3 3/4 components in Domain 4 |

Expect a Last-Minute Sprint to the Finish Line

The last week was a lot of work. As Lutz recalls it, “they worked late a couple of nights; they had a day or two with substitutes” in the classrooms so teachers and administrators could complete the negotiations. The parties were trying to meet a self-imposed deadline of May 1, 2010, to complete negotiations before finals, entering of final grades, and other end-of-year record-keeping obligations. During the last week of negotiations, sessions were held daily and some extended into the later evenings. On May 10, all parties signed off on the tentative agreement.

Don’t Underestimate the Fine Print

Finally, getting from a tentative agreement to a fully approved one took longer than anticipated. Union Park’s board raised some questions about a number of provisions, and language had to be discussed, revised and agreed to by both sides. The final Agreement was signed by representatives of both labor and management at the August 24, 2010, Chicago Talent board meeting.

Once they knew they had completed their work, the entire team felt exhilarated. The big job now remaining is full implementation of the contract as they grow the school to a 4-year high school, adding additional staff, and then expanding their charter to include additional campuses.

During the process, the team members kept track of some of the pitfalls encountered during the negotiation process. Their observations are summarized in the following chart. It should be noted that there is no formal grievance procedure in this Agreement. Instead, a Conflict Resolution Process was established and it appears as Article V in the Agreement.

See **Appendix F** for the complete Agreement.

Lessons Learned: Overcoming Obstacles Chart

| Concern | How Resolved |
|--|---|
| Lack of time for negotiations | <ul style="list-style-type: none"> Extended deadline to complete negotiations early in year The Innovation Fund provided for stipends to compensate teachers for extra work time for negotiations |
| Teachers more focused on day-to-day tasks than on choosing representative negotiators | Consultant J. Gyurko inspired their interest by describing the United Federation of Teachers' work with Green Dot to negotiate a contract |
| Teachers & lead administrator had little contract negotiating experience | <ul style="list-style-type: none"> IFT supplied a neutral facilitator to guide the process and a field service representative to help address teacher concerns Union Park's board provided guidance to lead administrator, including legal advice |
| Teachers knew little about compensation systems | The Innovation Fund provided funding for a mini-retreat with consultants from AFT locals and external parties experienced in alternative compensation practices, including St. Francis, Minnesota |
| School principal resisted a key contract proposal, to give teacher voice equal weight with administrators in evaluations | Union Park lead administrator "finessed" her—gently overrode her objections and kept negotiations moving forward; the proposal was a centerpiece of the final contract |
| Lower enrollment than anticipated led to fears staff would be cut during negotiations. | <ul style="list-style-type: none"> Union Park committed to keep all staff Cut the budget elsewhere Secured additional funds from CPS, Johns Hopkins and the AFT Innovation Fund to fill the remaining budget gap. |

Appendix Items

- A Brainstorming Techniques**
- B Seven Elements for Interest-Based Bargaining**
- C The One-Text Process**
- D Notes from Sample Wall Chart**
- E Guiding Principles**
- F Final Collective Bargaining Agreement**

Appendix A

Brainstorming Techniques

Brainstorming: The Art of Inventing Options

At its core, one task of a negotiator/facilitator is to elicit the *interests* of various parties, and then develop options that might meet those interests. Therefore, a negotiator/facilitator will need to be as creative as possible. To stimulate creativity and develop the largest number of good options, we recommend using good brainstorming techniques.

Consider using brainstorming to develop:

- Building blocks for an agreement - possible options
- A common picture of what a good outcome would look like
- Possible standards or criteria for choosing among options
- A process and ground rules to be used going forward
- Lists of issues, interests, alternatives, etc.

Some guidelines regarding brainstorming techniques:

Create an environment that allows for creativity and participation:

❖ Set the stage:

- Consider a location different from that of regular meetings - make it informal
- Prepare to have a common visual record that everyone can refer to at the same time (e.g. a flipchart, a piece of paper placed in front, or a black/white board).
- Post lists of parties' interests in plain sight.

❖ Encourage open dialogue:

- Frame the challenge: "We're working together to generate options that meet our joint interests. Armed with such options, we may be able to create a solution to which our constituencies can agree."
- Remain open to outcomes that differ from the one you imagined
- Sit side-by-side; instead of facing each other, face the problem together
- Encourage everyone, even quiet people, to contribute ideas
- Model respect, acceptance, openness to persuasion, active listening

❖ **Adhere to the fundamental principles of brainstorming:**

- Separate inventing options from deciding among them
- Consider holding different meetings for inventing and for deciding
- Discourage positive, as well as negative, feedback during brainstorming
- Avoid associating particular people with particular ideas
- Make your intention to avoid decisions or commitments clear by suggesting mutually inconsistent or frivolous options
- Post the rules:

| | |
|---------------------------------|---------------------------------|
| <i>“No Commitments”</i> | <i>“No Attributions”</i> |
| <i>“No Evaluating”</i> | <i>“No Criticizing”</i> |
| <i>“Nothing is too Extreme”</i> | <i>“All Ideas are Recorded”</i> |
- Assure everyone that, afterward, you will focus on evaluating people’s ideas

❖ **Stimulate creativity:**

- Explicitly encourage wild ideas
- Record every idea - people need to feel heard
- Have different participants brainstorm options based on different roles or perspectives (e.g. economist, psychologist, educator, citizen, lawyer ...)
- Invite some participants who don't know the facts well (i.e. people who may be less constrained by their assumptions and conclusions)
- Invite participants with differing backgrounds, professions or skills
- Consider "*the slip method*" when facing particularly sensitive or political issues:
- Participants write down their ideas on individual pieces of paper
- The slips are collected, mixed up, organized and displayed
- Anonymity encourages honesty (but method is slow and less spontaneous)
- Counter people's assumption that they must either speak guardedly or hold nothing back - withholding certain ideas until one feels comfortable is O.K.
- Experiment with the advice of other authorities on creativity (see books by Edward de Bono, Roger von Oech, Alex Osborn, etc.)

❖ **Provide inventing sessions with adequate structure:**

- Use a facilitator
- Allot specific time periods to each segment of the meeting
- Consider possible topics for brainstorming, then work on the most promising
- Have someone present each topic for brainstorming, using words that stimulate concrete ideas, i.e. ... "Let's see if we can't figure out ten ways to meet your interest in minimizing financial risk."

Within this environment, follow a systematic process to develop good options:

❖ **Consider brainstorming in the following sequence:**

- What are the *issues* that need to be addressed?
- What's a *good outcome*: "If we had a good outcome, how would we know it?"
- For each issue, what are the *interests* of different parties?
- *NOTE*: It is critical to thoroughly identify and understand all parties' interests. It is also important to get a sense of how the parties prioritize their interests.
- What are the possible options for meeting each of the parties' interests?
- How can we capitalize on similar, different, or even conflicting interest? (see "Sources of Joint Gain" below.)
- What *criteria* could we use to select from among the different options? (For example: industry standards, precedent, parties' good outcomes, etc.)
- How can the options that best meet parties' interests be further improved?

Throughout this process, look for sources of joint gain:

❖ **Invent options that take advantage of *shared* interests**

- Search for decisions or actions that benefit multiple parties
- Consider creating "economies of scale" when parties have similar resources or capabilities
- Build on shared interest in the relationship, or in a fair and efficient process.

- **Invent options that take advantage of *differing* interests**

- Consider “trades” when parties value issues differently
- Consider “payment plans” and “delivery schedules” when parties have different time preferences
- Consider “shifting risk” in return for payments when some parties are less willing to shoulder risks. Options include guarantees, insurance schemes, etc.
- Consider “contingency plans” when parties have different predictions about what will happen in the future
- Consider “joint activities” when parties have different capabilities/ know-how

And when evaluating options:

- Use agreed upon criteria
- Consider selecting the best options, instead of eliminating the worst ones.
- Ask people why they favor particular options – what underlying interests do the options address? What criteria seem most persuasive?
- Shape participant expectations with clear ground rules so that no one feels sandbagged once brainstorming is over and evaluation begins.
- Be explicit that the process of exploring interests and inventing options is cyclical – it may help to reconsider interests after evaluating options, etc.

These guidelines are suggestive, though not exhaustive. You may wish to experiment with some of them to determine which feel most comfortable given your personal styles and the needs of the group. In general, it is a good idea to check with other participants to ensure that everyone shares consistent views of why brainstorming may be useful and how it works. Once all participants have “signed on” they can reap the rewards of inventing multiple options for mutual gain – better agreements.

Appendix B

Seven Elements Information

SEVEN ELEMENTS FOR INTEREST-BASED BARGAINING

ALTERNATIVES Alternatives are the walk-away possibilities that each party has if an agreement is not reached. In general, neither party should agree to something that is worse than its “BATNA” – its Best Alternative to a Negotiated Agreement – “away from the table.”

INTERESTS Interests are not positions; positions are the parties’ demand. Underlying the positions are the reasons they are demanding something—their needs, concerns, desires, hopes and fears. The better an agreement satisfies the parties’ interests, the better the deal.

OPTIONS Options are the full range of possibilities on which the parties might conceivably reach agreement. Options are, or might be put “on the table.” An agreement is better if it is the best of many options, especially if it explains all potential mutual gains in the situations.

LEGITIMACY Each party in a negotiation wants to feel fairly treated. Measuring fairness by some external benchmark, some criterion or principle beyond the simple will of either party, improves the process. Such external standards of fairness include laws and regulations, industry standards, current practice, or some general principle such as reciprocity or precedent.

COMMITMENTS Commitments are oral or written statements about what a party will or won’t do. They may be made during the course of a negotiation or may be embodied in an agreement reached at the end of negotiation. In general, an agreement will be better to the extent that the promises made have been well planned and well crafted so that they will be practical, durable, easily understood by those who are to carry them out, and verifiable if necessary.

COMMUNICATION Good communication helps each side understand the perceptions and concerns of the other. Other things being equal, a better outcome will be reached more efficiently if each side communicates effectively.

RELATIONSHIP Most important negotiations are with people or institutions with whom we have negotiated before and will negotiate again. In general, a strong working relationship empowers the parties to deal well with their differences. Any transaction should improve, rather than damage, the parties’ ability to work together again.

Appendix C

The One-Text Process

THE ONE-TEXT PROCESS--IMPLEMENTATION STEPS

In building an agreement that is durable and meets the interests of the parties, it is often most effective to use a single text procedure (a “One-Text”) that is drafted based on the parties’ interests. The One-Text serves as the focal point for eliciting interests and generating and refining options. Typically, a third party takes responsibility for developing a One-Text, but it may be accomplished equally effectively by a joint drafting team or by alternating sides for each draft of the agreement. To use the One-Text procedure, a third-party facilitator, joint drafting committee or bilateral drafting committees should follow these steps (for more detail, see *Getting to YES*, pp. 118-122):

1. *Be explicit about the process.* Develop a shared picture of the process with all parties involved. This kind of “process commitment” provides all parties with a common picture of the process so they can focus their attention appropriately and avoid misunderstandings. Be clear about how you intend to proceed. Let them know that you intend to try to survey the interests of all concerned and to generate a draft based on those interests. Clarify that you will not ask anyone to commit to this draft nor to make concessions. Instead, you will, based on their input, try to go through several iterations of listening and revising the draft.
2. *Explore underlying interests.* Meet with the various parties to explore interests and concerns underlying such positions as they may have.
 - a. Are they worried about reputation, power, precedent, relationship, money, constituents? What priority do they assign to their interests?
 - b. Listen to the solutions they propose, and ask, “Why do you favor that?”
3. *Create a One-Text.* Equipped with an initial sense of what the different parties want, write a first draft of a possible agreement, which outlines the key issues that need to be dealt with, and presents one way of meeting them. Two guidelines will help deter parties from committing prematurely to your draft:
 - a. Emphasize the draft’s incompleteness. Write “DRAFT” at the top of each page and leave blanks in the text.
 - b. The more sensitive the conflict, the more incomplete and non-operational this first draft should probably be.
4. *Ask for criticism.* While few people like making concessions, particularly with no clear end in sight, most people love to criticize. If instead of asking the parties to accept the draft proposal, you ask for their criticism, you are more likely to learn about the parties’ interests and perceptions of the problem. Critiques of your draft can provide further clues about interests you may not yet have heard from the parties.

- a. Explain the ground rules: “No one will be asked to commit to any part of this draft or to the whole draft until the end of this process. During this process, you can neither accept nor reject any part of the draft since it is not being proposed. When I am finally through with my work on it, then I will give you an opportunity to accept it or reject it.”
 - b. Ask for criticism (and listen for underlying interests and concerns): “What’s wrong with this? What legitimate interests of yours are not reasonably met by this draft? Which ones are?”
 - c. Avoid asking a party for a specific solution to their problem, since this runs the risk of locking them into that option.
 - d. Do not defend your draft, and make no commitments to anyone regarding how you will re-draft the text.
5. *Keep the only copy (your “One-Text”).* None of the parties should be allowed to keep copies of the text. They will tend to amend them to their complete satisfaction, take a position, and start a process of positional bargaining among conflicting drafts.
 6. *Write Draft #2.* With this new information, revise your draft to better meet the different parties’ interests. Look for ways to dovetail their interests and exploit potential joint gains. You need not try to get everyone to agree about everything. In fact, agreement may be possible precisely because the parties’ opinions, estimates and interests differ.
 7. *Ask for parties’ criticisms again.* Remind the parties that no acceptance of any terms is allowed under the ground rules.
 8. *Continue repeating this process.* Draft, ask for criticism, and then re-draft until you either run out of time, or think you have a draft that cannot be significantly improved. (When President Carter used the One-Text procedure at Camp David, he went through twenty three iterations in thirteen days.) Some discussions may require as many as 100 drafts, while other issues may be resolved after two drafts.
 9. *Present the final draft and change the question.* When you present the final text to the parties, don’t ask for criticism. Ask for acceptance: “Having listened to your criticisms and re-drafted in light of them, I have prepared this proposal for you. This is the final text. No changes will be allowed. I now ask you for simply a ‘yes’ or a ‘no.’ Will you accept this now?” Clarify the consequences of saying “yes” or “no.” “If you each accept this text, we can quickly move to implementation. If you do not, you will be back to square one.”

Appendix D

Notes Distributed from Wall Chart

Union Park Negotiations January 6, 2010

Wall Charts:

#1 Expectations:

- Hand out Dec.14 notes
- Accept/reject Draft Principles
- Kirby to present collaborative language one text
- Discussion of innovation grant compliance
- Lynn Mingarelli schedule
- Assign Technical clauses

#2 Guiding Principles

- Separate Mission/vision statement
- Strike “ Including student academic growth.”
- Outcomes self prescriptive
- Note: Rest of critique was recorded on the Draft by Kirby

#3 Innovation Grant Compliance

- \$103,000.00 in grant
- \$25,000.00 per quarter
- By February 15, 2010 spend \$25,000
 - Conferences/meetings
 - Supplies
 - Travel
 - Stipends
 - Overhead to school
 - UFT Team building workshop Jan. 25 in NYC

#4 Interest

- Bring in other professionals to give the team information about compensation plans.

#5 Options

- 1- Feb. 12-13 conference days, ½ day Friday afternoon, ½ day Saturday morning, location to be determined.
- 2- Feb. 11-12, ½ day 11th afternoon, 1/2 day 12th morning
- 3- March all day
- 4- One afternoon
- 5- Any Saturday all day
- 6- 3 days 4:30 to 6:30PM, Tuesday-Wednesday-Thur
Wednesday-Thursday-Friday
- 7-Feb. 11 all day with follow up Friday at ACTS office
- 8- One full day at spring break March 29 to April 2

#6 People to invite:

Rob Weil-moderator
Gerard/Qcom people
Denver person
Lynne Mingarelli
DHR Consulting
Jonathon G
Green Dot person

#7 Technical/Legal clauses

Kathy, Kirby/Adeboje
Savings clause
Maintenance of standards
Clauses listed in Dec. 14 session
General concept/clause intent/results of clause
Report out in one text January 14 4:30 to 5:45

- Note:

- The option selected for the workshop on compensation was Option #2, Feb. 11 and 12, ½ day 11th afternoon, ½ day 12th morning. Carlene and Kirby will coordinate inviting the outside resources and selecting the location for the event. They will inform the team of their progress.

Appendix E

Guiding Principles One-Text Developmental Drafts 1--4

Guiding Principals:

DRAFT 1—1/14/10

- Pursue the mission and vision of the school:

CTDHS will graduate all students prepared for success in college, career, and civic life. We will do this by creating a respectful, nurturing and motivating learning community where all students and adults will be challenged to develop their unique gifts and talents and realize their highest potential.

- Ensure the competitive position of the school in recruiting and retaining excellent teachers and neighborhood students.
- Plan and create school systems, programs, policies and structures with the ultimate goal of each student reaching their highest academic and personal achievement level.
- Ensure the implementation of the core design factors of the Talent Development model.
- Develop the professional growth of all teachers.
- Honor the professional roles and responsibilities of the classroom teacher.
- Structure a collaborative work environment on all important school practices and policies.
- Design the terms and structure of the agreement to support and prioritize problem resolution within the school.
- Make decisions reflective of the budgetary capabilities of the school.

DRAFT

1. Pursue the mission and vision of the school: (PREAMBLE)
 - **Mission:** CTDHS will graduate all students prepared for success in college, career, and civic life.
 - **Vision:** We will create a respectful, nurturing and motivating learning community where all students and adults are challenged to develop their unique gifts and talents and realize their highest potential.
2. Ensure the competitive position of the school in recruiting and retaining excellent teachers. (PREAMBLE)
 - Competitive compensation and benefits. (WORKING CONDITIONS—COMP&BENEFITS)
 - Clear and comprehensive professional development program. (WORKING CONDITIONS—PROF DEVELOP)
 - Career growth opportunities respectful of teacher's capabilities. (WORKING CONDITIONS—COMP&BENEFITS)
 - High-level teaching standards that are clearly communicated and understood. (EVALUATION)
 - Evaluation system that utilizes numerous objective measures. (EVALUATION)
3. Honor the role and responsibilities of school administration to employ programs and enact measures to best meet the school's mission and be ultimately responsible for all school operations. (SCHOOL ROLE)
4. Plan and create school systems, programs, policies and structures with the ultimate goal of each student reaching their highest academic and personal achievement level. (SCHOOL ROLE)
 - Outcomes/standards based learning
 - Efficient and effective school information systems
 - School discipline and intervention systems
5. Ensure the implementation of the core design factors of the Talent Development model. (SCHOOL ROLE)
 - Block schedule (4x4)
 - Double-dosing with math and reading
 - Freshman Academy and related curriculum
 - Career Academies and related curriculum
 - EWI Intervention program
 - Grade-level teams with assigned team leaders and weekly team meetings
 - Academy Leaders and Instructional Coaches

6. Develop the professional growth of all teachers and staff.
(WORKING CONDITIONS—PROF DEVELOP)
 - Instructional coaching that is non-evaluative for all teachers
 - Course-team planning
 - Evaluation system incorporates annual professional growth plans
 - Professional growth plans supported by budget as appropriate (for peer observations, mentoring, conferences, courses, and national board Certification).
7. Honor the professional roles and responsibilities of the classroom teacher. (WORKING CONDITIONS)
 - All assignments fit the professional role of a teacher except under extreme and special cases.
 - A fair process is followed in determining teaching assignments that consider student needs as well as teaching experience, teaching capability and organizational seniority.
 - Professional development programs fit within the school's mission, vision and instructional goals.
 - Classroom preparation time is respectful of teacher status and workload (new teacher, number of courses taught, number of new courses taught).
 - A professional lunch period is honored.
 - Duties assigned above and beyond the job description are voluntary and compensated.
8. Structure a collaborative work environment on all important school practices and policies. (PARTICIPATORY LEADERSHIP)
 - Creation of committees to ensure teacher voice and participation, including the formalizing the leadership team as a standing committee within the school's design.
9. Design the terms and structure of the agreement to support and prioritize problem resolution within the school. (DISCIPLINE)
 - Create an internal mediation process to provide objective and reasonable measures to resolve conflicts before the grievance process can be initiated.
 - Utilize the Four Quad strategy to assist with internal problem resolution
10. Make decisions reflective of the budgetary capabilities of the school.
(PARTICIPATORY LEADERSHIP)
 - Create budget committee with faculty representation.
11. Value the voice of the teacher. (PREMBLE)
 - Provide forums and support for teachers to professionally contribute to create a great high school that can best serve Chicago's children. (PARTICIPATORY LEADERSHIP)
 - Ensure that constructive faculty input and recommendations do not negatively impact the evaluation process. (EVALUATION)

Guiding principles in the development of an employment agreement at CTDHS:
DRAFT 3—3/5/10

DRAFT

1. Pursue the mission and vision of the school: (PREAMBLE)

- **Mission:** *CTDHS will graduate all students prepared for success in college, career, and civic life.*
- **Vision:** *We will create a respectful, nurturing and motivating learning community where all students and adults are challenged to develop their unique gifts and talents and realize their highest potential.*

2. Ensure the competitive position of the school in recruiting and retaining excellent teachers. (PREAMBLE)

- Competitive compensation and benefits. (WORKING CONDITIONS—COMP&BENEFITS)
- Clear and comprehensive professional development program. (WORKING CONDITIONS—PROF DEVELOP)
- Career growth opportunities respectful of teacher's capabilities. (WORKING CONDITIONS—COMP&BENEFITS)
- High-level teaching standards that are clearly communicated and understood. (EVALUATION)
- Evaluation system that utilizes numerous objective measures. (EVALUATION)

3. Honor the role and responsibilities of school administration to employ programs and enact measures to best meet the school's mission and be ultimately responsible for all school operations. (SCHOOL ROLE)

4. Plan and create school systems, programs, policies and structures with the ultimate goal of each student reaching their highest academic achievement level. (SCHOOL ROLE)

- Outcomes/standards based learning
- Efficient and effective school information systems
- School discipline and intervention systems
- **Compensation system**
- **Evaluation system**
- **Professional Development Program**

5. Ensure the implementation of the core design factors of the Talent Development model. (SCHOOL ROLE)

- Block schedule (4x4)
- Double-dosing with math and reading
- Freshman Academy and related curriculum
- Career Academies and related curriculum
- EWI Intervention program
- Grade-level teams with assigned team leaders and **regularly scheduled** team meetings

- Academy Leaders and Instructional Coaches

6. Develop the professional growth of all teachers and staff. (WORKING CONDITIONS—PROF DEVELOP)

- Instructional coaching that is non-evaluative for all teachers
- Course-team planning
- Professional growth plans supported by budget as appropriate (for peer observations, mentoring, conferences, courses, and National Board Certification).

7. Honor the professional roles and responsibilities of the classroom teacher. (WORKING CONDITIONS)

- All assignments fit the professional role of a teacher except under temporary voluntary and/or extreme and special cases, to be determined by the Negotiations Committee.
- Teaching assignments will be determined by considering student needs as well as teaching experience, teaching capability and organizational seniority.
- Professional development programs fit within the school's mission, vision and instructional goals.
- A minimum and reasonable classroom preparation time is provided and protected.
- A thirty-minute, duty free lunch period is honored.
- Duties assigned above and beyond the job description are voluntary and compensated.

8. Structure a collaborative work environment on all important school practices and policies. (PARTICIPATORY LEADERSHIP)

- Creation of committees to ensure teacher voice and participation, including the formalizing the leadership team as a standing committee within the school's design.

9. Design the terms and structure of the agreement to support and prioritize problem resolution within the school. (DISCIPLINE)

- Create an internal mediation process to provide objective and reasonable measures to resolve conflicts before the grievance process can be initiated.
- Utilize the Four Quad strategy to assist with internal problem resolution

10. Make decisions reflective of the budgetary capabilities of the school. (PARTICIPATORY LEADERSHIP)

- Create budget committee with faculty representation.

11. Value the voice of the teacher. (PREMBLE)

- Provide forums and support for teachers to professionally contribute to create a great high school that can best serve Chicago's children. (PARTICIPATORY LEADERSHIP)
- Professional and constructive faculty input and recommendations are encouraged. (EVALUATION)

Guiding principles in the development of an employment agreement at CTDHS:

DRAFT 4—5/10/11

DRAFT

1. Pursue the mission and vision of the school: (PREAMBLE)

- **Mission:** *CTDHS will graduate all students prepared for success in college, career, and civic life.*
- **Vision:** *We will create a respectful, nurturing and motivating learning community where all students and adults are challenged to develop their unique gifts and talents and realize their highest potential.*

2. Ensure the competitive position of the school in recruiting and retaining excellent teachers. (PREAMBLE)

- Competitive compensation and benefits. (WORKING CONDITIONS—COMP&BENEFITS)
- Clear and comprehensive professional development program. (WORKING CONDITIONS—PROF DEVELOP)
- Career growth opportunities respectful of teacher's capabilities. (WORKING CONDITIONS—COMP&BENEFITS)
- High-level teaching standards that are clearly communicated and understood. (EVALUATION)
- Evaluation system that utilizes numerous objective measures. (EVALUATION)

3. Honor the role and responsibilities of school administration to employ programs and enact measures to best meet the school's mission and be ultimately responsible for all school operations. (SCHOOL ROLE)

4. Plan and create school systems, programs, policies and structures with the ultimate goal of each student reaching their highest academic achievement level. (SCHOOL ROLE)

- Outcomes/standards based learning
- Efficient and effective school information systems
- School discipline and intervention systems

5. Ensure the implementation of the core design factors of the Talent Development model. (SCHOOL ROLE)

- Block schedule (4x4)
- Double-dosing with math and reading
- Freshman Academy and related curriculum
- Career Academies and related curriculum
- EWI Intervention program
- Grade-level teams with assigned team leaders and regularly scheduled team meetings
- Academy Leaders and Instructional Coaches

6. Develop the professional growth of all teachers and staff. (WORKING CONDITIONS—PROF DEVELOP)

- Instructional coaching that is non-evaluative for all teachers
- Course-team planning
- Professional growth plans supported by budget as appropriate (for peer observations, mentoring, conferences, courses, and National Board Certification).

7. Honor the professional roles and responsibilities of the classroom teacher. (WORKING CONDITIONS)

- All assignments fit the professional role of a teacher except under temporary voluntary and/or extreme and special cases, to be determined by the Negotiations Committee.
- Teaching assignments will be determined by considering student needs as well as teaching experience, teaching capability and organizational seniority.
- Professional development programs fit within the school's mission, vision and instructional goals.
- A minimum and reasonable classroom preparation time is provided and protected.
- A thirty-minute, duty free lunch period is honored.
- Duties assigned above and beyond the job description are voluntary and compensated.

8. Structure a collaborative work environment on all important school practices and policies. (PARTICIPATORY LEADERSHIP)

- Creation of committees to ensure teacher voice and participation, including the formalizing the leadership team as a standing committee within the school's design.

9. Design the terms and structure of the agreement to support and prioritize problem resolution within the school. (DISCIPLINE)

- Create an internal mediation process to provide objective and reasonable measures to resolve conflicts before the grievance process can be initiated.
- Utilize the Four Quad strategy to assist with internal problem resolution

10. Make decisions reflective of the budgetary capabilities of the school. (PARTICIPATORY LEADERSHIP)

- Create budget committee with faculty representation.

11. Value the voice of the teacher. (PREMBLE)

- Provide forums and support for teachers to professionally contribute to create a great high school that can best serve Chicago's children. (PARTICIPATORY LEADERSHIP)
- Professional and constructive faculty input and recommendations are encouraged. (EVALUATION)

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE UNION PARK FEDERATION OF TEACHERS,
CHICAGO ACTS, LOCAL 4343, IFT-AFT/AFL-CIO

AND

UNION PARK HIGH SCHOOLS, INC.

2010-2015
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ARTICLE I —COLLABORATIVE PROCESS

The parties to this agreement share a fundamental and abiding commitment to the mission and vision of Union Park High Schools (“UPHS”) and Chicago Talent Development Charter High School (“School”). To this end, it is essential that the school organize itself with the express purpose of graduating all students prepared for success in college, career and civic life. To achieve this mission, the parties are committed to create a respectful, nurturing and motivating learning community where all students and adults are challenged to develop their unique gifts and talents and realize their highest potential.

This agreement was created out of a shared belief that the professional role, development, commitment and participation of the teaching faculty of the School (“Faculty”) is central to achieving the school’s mission with a core focus on student achievement. The guidelines listed below reflect the core components of the school’s design to reflect this belief.

- a. The School’s fiscal, academic, operational, and human resource systems programs and policies will be designed and managed to facilitate and promote each student to reach their highest academic and personal achievement level.
- b. While the ultimate responsibility for all school programs and operations rest within the domain of the School’s administration, the roles and workday for all faculty will honor their professional importance and incorporate opportunities for collaboration on all important school practices and policies.
- c. Faculty will actively work to promote the art and science of teaching within the school by working alongside administration to ensure the hiring, development, and retention of faculty members meet the highest professional standards of teaching performance and student achievement.
- d. Administration and faculty will jointly work to ensure the fiscal health of the School over the long-term while actively seeking ways to ensure the competitive position of the school in recruiting and retaining excellent faculty members.

As an organization founded on the principals of faculty collaboration and shared responsibility for the academic and social success of every student, the School and the Faculty also commit to a continued collaborative relationship throughout the full term of this agreement. This agreement has been created to protect and defend the rights of every student to develop their talents to the fullest extent within an environment where professionals make decisions with integrity and transparency based on relevant data.

ARTICLE II—SHARED LEADERSHIP TEAMS

The following shared leadership teams will be developing, guiding, and implementing the strategic school plan. Interested faculty shall make application to the principal upon call for team members and if selected shall serve a one year term. Such terms are eligible for renewal upon approval of the principal and instructional coach, with the exception of the faculty members of the Hiring and Review Team who shall be appointed and renewed by the Union.

A. Instructional Leadership Team

An administrative and faculty team that will develop and implement a school-wide professional development program based on instructional program and student outcome data.

- **Membership:** Team members will be selected by the principal and the instructional coach(es) and will include academy leaders, instructional coaches, selected faculty
- Plans and coordinates faculty professional development based upon the following:
 - a review of student outcomes data
 - observations and lessons learned from learning walks
 - the compilation of school instructional data
- Meets for 1-2 weeks over the summer and endeavors to meet once every two weeks during the school year
- Reports to the principal

B.

Administrative Leadership Team

- **Membership:** principal, academy leaders, instructional coaches, team leaders, department chairs, business manager, and other participants as needed
- Plans and reviews school programs and systems and school policies.
- Plans and oversees annual and monthly calendar
- Meets over the summer as needed and endeavors to meet once every two weeks during the school year
- Works each year on developing the workday schedule for the coming year and for making needed adjustments throughout the year

C. Hiring & Review Team

- **Membership:** academy leaders and senior faculty* selected by the union (this team shall be comprised of equal numbers of faculty and administration).
- Trained faculty who report observation findings and outcomes to the principal shall not simultaneously serve on this team
- Receives principal recommendations and confirms or challenges recommendations, based upon data and input collected through the evaluation process, regarding promotion, retention, reduction in force, and release of faculty, as well as placement of faculty along the professional band of the salary schedule and placement of eligible faculty within the senior band/instructional coach band of the salary schedule.
 - It is understood that a reduction in force shall not be recommended or confirmed until all provisional employees have first been reduced or released.

- In the event the hiring and review team cannot come to agreement on a confirmation or challenge of a principal recommendation under the team's purview, the issue shall be referred to the CEO of Union Park High Schools. If agreement is not reached at the CEO level, the issue shall be referred to the HR/Labor Relations Committee of the Board.
- A teacher shall not have the right to utilize the conflict resolution process found in Article V of this agreement in regard to the recommendation of the principal and/or the confirmation or challenge of that recommendation by the review team and/or if appealed by the review team, the confirmation or challenge of that recommendation by the CEO or the HR/Labor Relations Committee of the Board.
- A teacher shall have the right to utilize the conflict resolution process found in Article V of this agreement only when the appeal alleges that the agreed upon evaluation process and/or review team decision making processes have not been followed.
- Endeavors to meet once every two weeks and as needed.
- The Hiring team may be a sub-committee and is comprised of administration and faculty. The Hiring Team reports to the principal.
- The Hiring team coordinates the hiring of new faculty members and makes hiring recommendations to the principal
- The Hiring team also recommends offers of signing bonus to the budget team for new hires with credible, relevant prior experience.

D. Budget Team

- Membership: principal, academy leaders, selected faculty, business manager
- Reviews assumptions for revenues and expenses
- Uses strategic school plan to recommend annual budget priorities
- Recommends, in the spring of each year, the "annual budget increase for salaries" in accordance with guidelines established by the committee.
- Similarly, recommends for a budgetary wage freeze if conditions warrant. The team shall propose the plan for the exact nature of the wage freeze and the plan for future wage increases in successive years to the Faculty for approval prior to finalizing any recommendation to the Finance and Audit Committee of the Board and/or the full Board.
- Meets with Finance and Audit Committee of the Board for review of draft budget plan to submit to the full Board at the annual budget meeting
- Develops annually the budget and application process/paperwork for extra-curricular stipends

*For the 2010-2011 and possibly subsequent years, qualifications of salary schedule designation of "senior" for Hiring and Review Team members may be waived in order to staff this committee from currently available faculty applicants.

ARTICLE III — PROFESSIONAL WORKING CONDITIONS

A. Professional Workday

1. The professional workday for faculty members shall include the student day, staff/team/academy or other meetings, as well as time needed for lunch periods, passing periods, transitional time before students arrive, homeroom, professional planning and preparation and professional development. The amount of student contact time in the professional workday shall not be increased over that which was in effect for the 2009-2010 school term unless expressly agreed to by the parties.
2. Faculty members shall be expected to ensure an orderly and safe student transition at the end of the school day.
3. No less than one (1) block, equivalent to a class period, per day will be devoted to faculty member plan time. Plan time is defined as time devoted to work as it pertains to classroom practice and/or instruction. The regularly scheduled lunch period shall be thirty (30) minutes per day.
4. Start and end times and the scheduling of meetings may vary from year to year or within the year in order to best meet the needs of the educational program.
5. Mutually agreed to duties outside of the professional work of the professional teaching assignment shall be compensated.
6. One thirty (30) minute block of time per month shall be made available for a union meeting.
7. Based on approval from an administrator, the professional workday may be altered as necessary for personal commitments.
8. Faculty members who agree to provide internal subbing in lieu of planning time or lunchtime shall have the option of flex time or the hourly sub-rate.

B. Professional Work Year

1. Faculty members in the first year of employment shall work a maximum of one hundred and ninety one (191) workdays per year.
2. Faculty members returning after the first year of employment shall work a maximum of one hundred and eighty six (186) workdays per year.

ARTICLE IV— RIGHTS AND RESPONSIBILITIES FOR CAREER SECURITY

- A. Provisional Period** *The employment of faculty in their first full school year (s) of employment with Union Park shall be provisional and faculty may be released from employment without cause and in the sole discretion of the School during this Provisional Period. Such provisional period may be extended for an additional year based upon the recommendation of the Hiring and Review Team.*

B. Personnel Files

The School agrees to comply with the provisions of the Illinois Personnel Records Review Act and further agrees to allow, upon any faculty member's written request and reasonable notice, a representative of the Union access to the Bargaining Unit Member's personnel file. There shall be one official file maintained with Union Park at the Union Park central office.

C. Discipline and Discharge

Following the provisional period, the School shall have the right to discharge or discipline any Bargaining Unit Member only for cause. When such is the case, discipline shall be appropriate under all the facts and to the circumstances of each particular incident which may include, depending on the seriousness of the offense and circumstances, any one or more of the following progressive steps of discipline:

- i. *Written warning; (which may include reference to prior verbal communication);*
 - ii. *Written warning with, as appropriate, a paid or an unpaid suspension;*
 - iii. *Discharge, in writing with a copy provided to the Bargaining Unit Member and to the Union*
1. *The School shall have the right to skip any or all progressive discipline steps when circumstances are serious and the principal reasonably believes that it is in the best interest of the school.*
2. *No discipline shall be levied upon a bargaining unit member until such member*
 - i. *has been informed that a disciplinary investigation is being or will be conducted,*
 - ii. *has had an opportunity to be apprised of the allegations which led to the disciplinary investigation,*
 - iii. *has had the opportunity to speak to such allegations and provide evidence or witness names which should be considered in the investigation, and,*
 - iv. *until the administrator investigating the alleged matter has followed up on any and all information that has been provided in defense of the bargaining unit member by the member or other witnesses.*

In addition, a bargaining unit member shall be given the opportunity to request and have present a union representative, during any investigatory or informational meeting regarding a situation that could reasonably lead to discipline. However, nothing shall preclude the school from suspending an employee with pay during the pendency of a disciplinary investigation.

D. Reduction in Force

A reduction in force shall mean the honorable dismissal of a faculty member due to the elimination of a position based on economic factors or the discontinuance of a certain type of program or position. It is understood that a reduction in force shall not be recommended or confirmed until all provisional employees have first been reduced or released.

ARTICLE V — CONFLICT RESOLUTION PROCESS

A. Purpose

The primary purpose of this procedure is to secure the lowest level possible equitable solution to the problem of the parties through a professional approach.

B. Conflict Appeal - Defined

A “conflict appeal” shall mean a formal complaint that there has been a violation or misinterpretation of any of the provisions of this Agreement. A faculty member or the union may file conflict appeal.

C. Informal Conference

Prior to the filing of a conflict appeal, the faculty member (with a union representative if so desired) shall pursue an informal, professional approach with the object of resolving the matter informally.

D. Procedure For Adjustment Of Conflict - Formal Process

Step 1—Principal Level. In the event the matter is not resolved informally, the problem shall be stated in writing and lodged with or submitted as a conflict appeal to the principal, and the union, within ten (10) days following the act or condition which is the basis of the conflict.

Within ten (10) school days after receiving the conflict appeal, the principal shall hold a conference. At this resolution stage, the parties may attempt to settle such conflict through the “Four Quadrant Problem Solving Strategy”. This strategy shall follow the steps as outlined in Appendix D of this Agreement.

A written memo stating the principal’s decision in writing together with the supporting reasons shall be furnished, with one (1) copy to the faculty member, if any, who lodged the conflict appeal, and one (1) copy to the union representative.

Step 2—CEO Level. Within ten (10) working days after receiving the decision of the principal, a further conflict appeal from the decision may be made to the CEO. The appeal shall be in writing and shall set forth specifically the act or conditions and the grounds on which the conflict is based and shall be accompanied by a copy of the decision at Step 1.

The CEO shall meet and confer on the conflict appeal with a view to arriving at a solution to the conflict. Participants in this conference shall be those who participated in Step 1. Within fourteen (14) working days after receiving the appeal, the CEO shall communicate his/her decision, in writing, together with supporting reasons, to the principal, the union representative, the president of the union and to the appealing faculty member, if any.

Step 3—Arbitration. If the union is not satisfied with the CEO's decision, the union may refer the conflict to binding arbitration within fifteen (15) working days after receiving the Executive Committees decision at Step 3. If the union refers a conflict appeal in timely fashion to arbitration, the following provisions shall be applicable:

1. Requests for arbitration must be directed to the American Arbitration Association, with a copy to the principal of the school and the CEO. The parties may alternately select an agreed upon arbitrator without the use of the American Arbitration Association. In either case of arbitrator selection, the voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. Date of mailing or hand-delivery shall constitute filing under this Article.
2. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the express terms of this agreement based on the issue(s) raised by the conflict or as amended during Steps 1-2 and shall have no authority to make a decision on any issue not so submitted or raised. If the arbitrator determines that there has been such a violation, he/she shall have the authority, consistent with the terms of this subparagraph (2), to provide for appropriate relief. The decision of the arbitrator shall be binding on UPHS, the union and the faculty.
3. The fees and expenses of the arbitrator shall be divided equally between the board and the union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

E. General Provisions

1. In all steps of the conflict resolution process, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that purpose. In pursuing the conflict resolution process, all parties shall present all known relevant information at the lowest possible level of the process.
2. No faculty member at any stage of the formal conflict resolution process shall be required to meet with an administrator without union representation.

3. If a conflict arises from the action of authority higher than the principal of a school, the union may present such conflict appeal at the appropriate step of the conflict resolution process. An informal conference shall be held as the initiating step in such a situation, and no further conference shall be required after the formal filing of the conflict appeal.
4. If a conflict is of such nature as to require immediate action, the person acting for the union may appeal immediately to the office or person empowered to act, and said office or person shall endeavor to resolve the matter jointly with the union representative. If the matter is not satisfactorily resolved, it may be appealed through the conflict resolution process beginning with Step 2 – CEO Level.
5. Failure at any step of this procedure to appeal a conflict appeal to the next step within the specified time limits shall be deemed an acceptance of the decision rendered at that step. Failure at any step of this procedure to communicate the decision on a conflict within the specified time limits shall permit the appealing party to proceed to the next step.
6. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing. Work days shall be interpreted to mean days when the school is in operation.
7. No incident that occurred or failed to occur prior to the effective date of this Agreement shall be the subject of any conflict appeal.

ARTICLE VI — FACULTY EVALUATION

A. Global Parameters of Evaluation for all Faculty at Union Park High School

1. The evaluation process, paperwork and timeline will be presented to faculty in the fall of each year with a goal date of “no later than” October 1. Evaluation documents presented in the fall will not change during that school year unless agreed to by the Evaluation Team, a subcommittee of the Instructional Leadership Team.
2. The principal shall be the official evaluator of all faculty members and shall make the summative evaluation. Academy leaders, other administrators and/or trained senior faculty or other trained faculty members may be assigned as observers of faculty. A faculty member may have multiple observers during the evaluation process. Such observers will help to collect information and evidence of faculty members to be used by the principal to create the summative evaluation. Trained senior faculty members or trained other faculty who take on the role of “observer” in the evaluation process will give a summative evaluation report to the principal, other administrators, or the Hiring and Review Team.
3. Measures to be used within the summative evaluation include but are not limited to:
 - a. Student academic growth measures, which shall be established by the teacher and the evaluation committee for each school year. Measures may be developed by the teacher or selected from existing models or assessments. In addition, state or federal student growth measures shall be included as required by law.
 - b. Summarized parent and student input to be defined and developed by the evaluation committee.
4. Drop in observations by principal, academy leaders and/or other administrators and/or trained faculty observers may occur at any time and may inform the evaluation process in a global or specific way.
5. All documents requiring a signature of the faculty member shall be understood to mean that the faculty member has received such documents, and not to indicate agreement of the ratings or comments contained therein.
6. A faculty member who is not satisfied with or who disagrees with comments or ratings within the evaluation may request a conference with the principal to discuss such issues within ten work days from receipt of the written evaluation. Additionally or exclusively, a faculty member who is not satisfied with or who disagrees with comments or ratings within the evaluation may make a written attachment of information, dissent, or explanation. The principal shall have the authority to make additions, corrections, or deletions to the evaluation based upon such meetings and/or additional information provided by the faculty member.

B. Evaluation Process Tiers

1. Tier One: Initial Band Faculty

Faculty members in the Initial Band of the salary schedule shall be formally evaluated within the following Tier One process guidelines

- i. Initial faculty and second year faculty in the initial band of the salary schedule shall be formally evaluated once each semester.
- ii. Formal evaluations in the first semester shall consist of a pre-conference, followed by a ninety (90) minute announced observation by the principal or designee, and post-observation conference to be held within five (5) days of the observation.
- iii. Formal evaluations in the second semester shall consist of a ninety (90) minute unannounced observation by the principal or designee, followed by a post-observation conference to be held within five (5) days of the observation.
- iv. Tier one faculty will complete a “pre-observation form” to discuss with the principal or designee prior to the announced observation. Artifacts that relate to the planning, implementation, or assessment of the lesson(s) to be observed shall be presented in the pre-observation conference. An “artifact review form” shall list artifacts and the purpose of each artifact.
- v. Tier one faculty will complete a “post-conference reflection form” to discuss with the principal or designee in the post-observation conference after the announced and unannounced observations.
- vi. Tier one faculty will be given a “post-conference feedback form” from the principal or designee at the post-observation conference. Artifacts that show evidence of student and faculty member learning will be collected at this conference. An “artifact review form” shall list artifacts and the purpose of each artifact.
- vii. Faculty members shall be given a minimum of fifteen (15) work days between the first summative evaluation post conference and the formal unannounced second semester observation which significantly informs the second summative evaluation.
- viii. The first semester summative evaluation will be given to the tier one faculty member no later than January 15th. Before April 15 of each year, initial faculty members shall be given the second summative evaluation. At some time before the end of the school year, faculty members will be informed about which evaluation tier they will be evaluated on in the coming school year.

2. Tier Two: Professional Faculty Band on One Year Cycle

Selected faculty members in the Professional Band of the salary schedule shall be formally evaluated within the following Tier Two process guidelines:

- i. Professional band faculty members in Tier Two shall be formally evaluated and given a summative evaluation once per year.
- ii. Formal evaluations shall consist of a pre-conference, followed by a 90 minute announced observation by the principal or designee and post-observation conference to be held within 5 days of the observation. Forms used for these conferences shall be the same as used in the Tier One process including the presentation of artifacts used or collected before and after the lesson.
- iii. The formal evaluation will also be informed by multiple shorter informal unannounced observations called a “drop-in”. Drop-ins may be conducted by one or more observers. If a drop-in visit is to be used to complete a summative evaluation, a “drop-in feedback form” shall be given to a tier two faculty member within 2 days of a drop-in observations.
- iv. Tier two faculty members shall develop, in consultation with the principal, a professional growth plan. The professional growth plan shall be a one year plan with specific activities, goals, benchmarks, and outcomes, conducted within a reflective process. The PGP guide shall set out the details of the PGP process and expectations.
- v. Before April 15 of each year, tier two faculty members shall be given the summative evaluation. At sometime before the end of the school year, faculty members will be informed about which evaluation tier they will be evaluated on in the coming school year.

3. Tier Three: Professional Faculty Band /Senior Faculty /Instructional Coach on Two Year Cycle

Selected faculty members in the Professional Faculty Band, Senior Faculty, and Instructional Coaches shall be formally evaluated within the following Tier Three process guidelines:

- i. Tier three faculty members may be selected to be evaluated on the basis of a two year professional growth plan (PGP). Such tier three faculty members shall be formally evaluated and given a final summative evaluation rating once every other year (PGP is a two year cycle).
- ii. Tier three faculty members shall develop, in consultation with the principal, a professional growth plan. The professional growth plan shall be a two year plan with specific activities, goals, benchmarks, and outcomes, conducted within a reflective process. The PGP guide shall set out the details of the PGP process and expectations.

- iii. Within the two year professional growth plan period, the tier three faculty members will be informally observed by multiple observers. If a drop-in visit is to be used to complete a summative evaluation, a “drop in feedback form” shall be given to a tier three faculty member within 2 days of a drop in observations.
- iv. A formal observation may be requested by the faculty member or may be required by the principal while a faculty member is working on their professional growth plan. If requested or required, formal observations shall follow the same guidelines as found in Tier Two section 2.
- v. A faculty member on a professional growth plan shall meet periodically with the principal or designee to give updates on PGP progress, data or other artifacts, and to provide written reflections on the plan. The “PGP conference form” will serve to guide this conference. Additionally a faculty member will periodically submit “PGP update forms” and/or “artifact review forms” to the evaluator. Such updates will not typically require a face-to-face meeting. The evaluator will stay in touch with the faculty member’s progress throughout the PGP and will give written feedback through the “PGP feedback form”.
- vi. Before April 15 in the year the professional growth plan has been or will be completed, tier three faculty members shall be given the summative evaluation for that cycle. At sometime before the end of the school year in which tier three faculty complete their PGP plan, such faculty will be informed about which evaluation tier they will be evaluated on in the coming school year.

C. Remediation Plan Process:

1. A faculty member in the professional band or higher, who is no longer a provisional employee, and who is rated on a summative evaluation as unsatisfactory or who is lacking evidence of continued growth according to Appendix B of this agreement, shall be placed on a remediation plan.
2. The remediation plan shall be developed by the principal, the faculty member and the mentor and shall be approved by the Hiring and Review Team. The principal may assign other observers in the process, but only the principal will assign summative evaluation ratings.
3. The remediation plan shall specifically identify, in writing, the areas for improvement with targeted outcomes and/or activities that must be completed in order to address such areas.
4. The parties agree that it is best practice and within the best interests of a successful remediation plan that a mentor be assigned to a faculty member on remediation. A faculty member on a remediation plan shall be given a mentor who will help to address the areas of improvement. While the Hiring and Review team shall make the assignment of the mentor, the faculty member on the remediation plan and the union may suggest possible candidates. Both the remedial faculty member and the mentor will be given common time during the workday in order to work together. In addition, the remedial faculty member will be allowed time to observe other faculty members at any Union Park School if the Hiring and Review Team or the mentor faculty member believes this would be beneficial to success in the remediation plan.
5. The remediation period shall be a minimum of four (4) work weeks and up to nine (9) work weeks in length; such length may be adjusted upon agreement of the principal, teacher and mentor. The faculty member in remediation shall be formally observed twice during the remediation period. The observations shall follow the processes set forth in the Tier One evaluation process. Such observations can be either announced or unannounced. Drop-in observations will also be implemented.
6. At the end of the remediation period, the remedial faculty member shall receive a summative evaluation. If the summative evaluation does not meet the objectives set forth in the remediation plan, the faculty member shall be deemed to have not remediated and shall be recommended to the CEO for release from service. The remedial faculty member and, if requested by the faculty member, his or her union representatives, shall have an opportunity to address the CEO in regard to the recommendation of release from service. A faculty member released from service after the remediation process shall have access to the conflict resolution procedure set forth in Article V of this Agreement for redress in regard to violations of the remediation and evaluation process, timelines, and paperwork, but not the content, conclusions, and rating outcomes of the evaluation.

ARTICLE VII– FACULTY COMPENSATION

A. Basis Of Payment

Each faculty member shall have the option of receiving his/her salary payments bi-weekly on the basis of twenty-one (21) or twenty-six (26) pay periods. A faculty member choosing the twenty-six (26) pay period option shall have the further option of receiving the remainder of his/her salary on the last day of school. Faculty members who select twenty-one pay periods shall have insurance premiums for the months of July and August made on the twenty-first pay. All payments shall be made by direct deposit to the faculty member's designated bank account.

B. Salary Schedule Placement And Movement

1. **Lane Placement:** No faculty member with a verified master's degree or National Board Master Certification shall be denied placement in such lanes.
2. **Lane Movement:** Lane movement shall be applicable within one month of receipt of credentials signifying conferment of a master's degree or NBT Master Certification. Credentials shall be submitted to the business office by the faculty member, along with a written request for lane movement. Official transcripts are required. Once verification is complete, pay for lane adjustment shall be made retroactive to the date of conferment of the degree or certification.
3. **Initial Faculty Band And Step Placement:** All faculty members new to Union Park, including those hired to be senior faculty or instructional coach, shall be placed on "initial faculty band" on step 1 of the salary schedule. The principal, in coordination with the Hiring and Review Team, may also choose to offer such faculty members new to the school a signing bonus. At the end of the first year of teaching, a faculty member who is asked to return to Union Park shall either be moved into initial step two of the initial faculty band of the salary schedule or shall be moved into the professional band of the salary schedule. Such faculty member must be rated proficient on all evaluation domains found in the Union Park Faculty Evaluation Rubric in order to be moved to the professional band of the salary schedule.
4. **Professional Faculty Band Placement:** A faculty member, who has successfully completed one or two years at Union Park in the initial faculty band, shall be eligible for placement in the professional faculty band of the salary schedule. Such faculty member must be rated proficient on all evaluation domains found in the Union Park Faculty Evaluation Rubric in order to be moved into the professional faculty band of the salary schedule. The principal, in coordination with the Hiring and Review Team, shall determine initial step placement in the professional faculty band of the salary schedule based upon performance evaluation ratings as evidenced by the Union Park Faculty Evaluation Rubric and described in Appendix B of this agreement.

5. **Professional Faculty Band Step Movement:** The principal, in coordination with the Hiring and Review Team, will review annually the performance evaluation ratings of each faculty member. A faculty member who shows continued growth as evidenced by the Union Park Faculty Evaluation Rubric and described in Appendix B of this Agreement will take one step each school year until such time as the faculty member has reached the top of the salary schedule; currently such top is step 5.
6. **Professional Faculty Band Continuation:** A faculty member who has reached the top of the professional band shall be required to show continued growth as evidenced by the Union Park Faculty Evaluation Rubric and described in Appendix B of this Agreement. Faculty members at this step shall receive salary equivalent to prior year's salary plus two percent (2%) plus the annual budget increase for salaries each year they remain at this step.
7. **Movement To Senior Faculty:** In order to be selected by the principal, in coordination with the Hiring and Review Team, as a senior faculty member and be moved to the senior faculty band of the salary schedule, a faculty member must meet the following criteria:
- Application to the Hiring and Review Committee
 - National Board of Professional Teaching Standards Master Certification or similar qualifications as approved by the Review Team
 - Successful maintenance of ratings necessary for promotion, as explicated by Appendix B
 - Understanding of and willingness to comply with additional duties, leadership and requirements in the role as Senior Faculty, including a specific mentoring assignment
 - The continuing senior faculty member shall receive salary equivalent to prior year's salary plus two percent (2%) plus the annual budget increase for salaries
 - If no qualified candidates from within Union Park Schools exist, outside qualified candidates may be interviewed and selected by the Hiring and Review Team to fill such positions
8. **Movement To Instructional Coach:** In order to be selected by the principal, in coordination with the Hiring and Review Team, as an instructional coach and moved to the instructional coach band of the salary schedule, a faculty member must meet the following criteria:
- Application to the Hiring and Review Committee
 - Approval of application by the Talent Development organization
 - National Board of Professional Teaching Standards Master Certification or similar qualifications as approved by the Review Team.

- Three or more years working as a senior faculty at Union Park or similar qualifications
- Understanding of and willingness to comply with additional duties, leadership and requirements in the role as Instructional Coach
- Willingness to comply with the work year of the Instructional Coach, 196 days
- The continuing instructional coach shall receive salary equivalent to prior year's salary plus two percent (2%) plus the annual budget increase for salaries
- An instructional coach may request to move back to the senior faculty band of the salary schedule, subject to available senior faculty positions

C. Instructional Specialist Per Diem

Instructional specialists such as school psychologists, social workers, counselors, guidance counselors, speech pathologists, behavior modification specialists, etc. may be needed to work additional days in the school year. If so required, specialists shall be paid at the specialist's per diem rate of pay, pro-rated hourly if necessary.

D. Extra Duty Assignments

Each year the budget committee will approve an annual budget for extra duties. Extra duty positions with defined stipends will be announced on opening day of the school year and faculty will apply for such positions to the principal. Also on opening day, an additional pool of money shall be announced for faculty member grants that will be available for application. Such grants will be available to fund clubs, activities, or sports that will add to the available offerings for students.

E. Salary Schedules

Salary schedules shall be set forth in Appendix A of this agreement.

F. National Board Process Stipend

Faculty who apply for and successfully complete the process for becoming a National Board Certified Master Teacher shall be granted a minimum five hundred dollar (\$500.00) "base" stipend to offset the cost of applying for and completing the process. In those years when the Illinois State Board of Education is making its promised two thousand dollar contribution, the school will not increase this base stipend. If the ISBE is not making its contribution, the school's base stipend may be increased as defined by the budget team.

ARTICLE VIII—FRINGE BENEFITS FOR FACULTY

A. Healthcare, Vision, Dental, and Life Insurance

1. Union Park High Schools shall contribute one hundred percent (100%) towards the monthly premium for a life insurance policy in the amount of fifty thousand dollars (\$50,000) for each full time bargaining unit member. Faculty members may opt to increase the amount of life insurance coverage beyond \$50,000 at their own expense.
2. Union Park High Schools shall contribute eighty percent (80%) towards the monthly single or family premium for HMO or PPO healthcare insurance for each full time faculty member.
3. Union Park High Schools shall contribute eighty percent (80%) towards the monthly premium for single or family HMO dental insurance for each full time faculty member. Union Park High Schools shall contribute fifty percent (50%) towards the monthly premium for single or family PPO dental insurance for each full time faculty member.
4. Union Park High Schools shall contribute fifty percent (50%) towards the monthly premium for single or family vision insurance for each full time faculty member.
5. All faculty members who work in permanent positions and who work between fifty percent (50%) and eighty percent (80%) of the workload of a typical work week shall be eligible for single health, vision, dental insurance as well as the \$50,000 life insurance policy. Faculty who work eighty percent (80%) or beyond shall be considered full time for the purposes of this section.
6. The healthcare, vision and dental insurance plan years shall run September 1 through August 31 of each year. New employee coverage shall begin on September 1 or on the first day of employment if employment begins after September 1.

B. Paid Sick Leave

1. All bargaining unit members shall be entitled to a total of ten (10) days of sick leave each school year without loss of pay. Sick leave shall accrue at the rate of one day per month. Such sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, quarantine at home, or personal care for the serious illness in the immediate family or household. The immediate family for purposes of this Section shall include parents, spouse, children, brother, sister, grandparents, grandchildren, parent-in-law, children-in-law, brother-in-law, sister-in-law, qualified domestic partner, and legal guardians.
2. A sick leave bank shall be available for the serious illness or injury of the employee or for the care of his or her spouse, children, step-children, or qualified domestic partner experiencing a serious illness or injury. Rules and guidelines of the sick leave bank shall be developed and administered by the Administrative Leadership Team.

3. If an employee is out for more than three (3) days in a row, a doctor's note shall be required indicating doctor approved return to work.

C. Paid Personal Business Leave

All bargaining unit members shall be entitled to a total of three (3) days per year available for use as personal business leave. Personal business leave shall accrue at the start of the school year for continuing employees; new employees' days shall accrue in January. Notification of use of personal business leave shall be made in writing to the Principal a minimum of two (2) school days in advance of such leave. In cases of emergency, such two day notice may be waived. The reason for personal business leave is not required to be disclosed except in emergencies whereby the notice may be waived. Unused personal business leave shall be converted to sick leave at the end of the school year and shall not roll over or accumulate from year to year.

D. Paid Bereavement Leave

All bargaining unit members shall be entitled to a total of three (3) days per year available for use as bereavement leave. Bereavement leave shall apply to the bargaining unit member's parent, foster parent, children, qualifying domestic partner, sibling, mother and father-in-law, grandparents and grand children. Additional use of accumulated sick leave days may be granted for the death of spouse, children or step-children, or qualified domestic partner.

E. Paid Maternity/Paternity Leave

1. Maternity leave shall be available to all bargaining unit members who have passed out of the initial band of the salary schedule found in Article A of this agreement. Approved Maternity leave shall run for a total of six (6) consecutive weeks. The employee shall first exhaust all available paid leave days and any remaining days in the six (6) week leave period shall be paid at sixty percent (60%) pay.
2. Paternity or adoptive parent leave shall be available to all bargaining unit members who have passed out of the initial band of the salary schedule found in Article A of this agreement. Approved paternity leave shall run for a total of two (2) consecutive weeks. The employee shall first exhaust all available paid leave days and any remaining days in the two (2) week leave period shall be paid at sixty percent (60%) pay.

F. Unpaid Leave of Absence

Faculty may apply for an unpaid leave of absence. Such leaves shall be granted at the discretion of the principal. Faculty on approved leaves may maintain coverage under school insurance programs by making regular monthly payments to the business office.

G. Pension and Retirement Matters

1. Certified bargaining unit members shall pay four percent (4%) of salary as the employee contribution to the Public Faculty members Pension Fund of Chicago.
2. Union Park shall contribute five percent (5%) of each certified faculty members' salary as the employer contribution to the Public Teacher's Pension Fund of Chicago. This

payment is in addition to money set forth in the salary schedule. (Also known as the “pension pick up”).

3. Certified bargaining unit members shall be eligible to participate in an employer matching portable 401K retirement savings plan. Union Park shall match up to two percent (2%) of the bargaining unit member’s annual salary. The bargaining unit member may contribute up fifteen percent (15%) of annual salary to their 401K or another amount as allowed by law.
4. At the time of separation from the school, accumulated sick days shall be submitted to the Public Teacher’s Pension Fund of Chicago into the account of said faculty member. No pay out of accumulated sick days shall be made by the UPHS.

ARTICLE IX — UNION RIGHTS

A. Recognition

UPHS recognizes the Union Park Federation of Faculty members, an affiliate of Chicago ACTS Local 4343, IFT/AFT, AFL CIO, as the exclusive representative of all certificated employees for UPHS, excluding all day-to-day substitutes, all management, and all confidential and supervisory personnel, as defined by the IELRA.

B. Recruitment

The School shall provide the Union with a 30-minute opportunity to address new employees at a mutually agreeable time during the new hire orientation period.

C. Dues Checkoff

Upon receipt of a written check off authorization from any Bargaining Unit Member, the School agrees to deduct each pay period the applicable monthly dues payment that C-ACTS indicates is required for obtaining and maintaining membership in C-ACTS from the pay of each Bargaining Unit Member and shall remit the same to the Union on or before the last day of each month during which this Agreement remains in effect. C-ACTS shall advise the School in writing and in a timely manner of the amount of any deduction required by this paragraph. Membership shall continue from year to year unless revoked in writing at which time the employee shall become a fair share payer.

D. Fair Share

1. All faculty members who are not members of the union, thirty (30) days after their initial employment, and so long as they remain non-members of the union, shall pay to the union each month their fair share of the costs of the services rendered by the union that are chargeable to non-members under state and federal law.
2. Such fair share payment by non-members shall be deducted by UPHS from the earnings of the non-member faculty members and remitted to the union, provided, however, that:

- i. The union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board (IELRB); and
 - ii. The union has annually certified in writing to UPHS (a) the amount of such fair share fee, and (b) the fact that the notice required in (1) above has been posted.
3. The UPHS shall cooperate with the union to ascertain the names of all non-members of the union from whose earnings the fair share payments shall be deducted.
4. The union shall prepare a notice containing the fair share fee information as required by the rules and regulations of the IELRB, advising that any non-member may file an objection to the fee with the IELRB (with a copy served on the union) at any time before expiration of this agreement, in accordance with the rules and regulations of the IELRB. The parties recognize the right of faculty members to object to the amount of the fair share fee and that such objections shall be handled under rules and regulations now in effect or adopted later by the IELRB.
5. Should a faculty member file an objection with the IELRB as to the amount of the fair share fee, the UPHS shall continue to deduct the fee and transmit the portion of the fee in dispute to the IELRB, which shall hold that amount in escrow in an account established for that purpose. UPHS shall continue to transmit all such amounts to the IELRB until further order of the IELRB. If the faculty member is entitled to a refund, the faculty member shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to applicable IELRB procedures.
6. If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the union, the union shall promptly adopt such determination and notify UPHS to reduce deductions from the earnings of non-members to said prescribed amounts.
7. The parties recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the Illinois Educational Labor Relations Act (IELRA). If a non-member faculty member asserts the right of non-association under Section 11 of the IELRA, he/she shall be required to pay an amount equal to his/her proportionate share to a non-religious charitable organization mutually agreed upon by the faculty member and the union. If the faculty member and the union do not agree on the matter, a charitable organization shall be selected from a list established by the IELRB under its rules.
8. The union shall indemnify and hold harmless UPHS, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by UPHS for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

E. Committee on Political Education

Upon receipt of a written authorization from a Bargaining Unit Member, UPHS shall deduct from the wages due said Bargaining Unit Member the sum specified in the authorization and remit to the C-ACTS Committee on Political Education (COPE) Fund as the Bargaining Unit Member's voluntary contribution to said Fund.

F. Union Communications

The union may utilize the school email, internet, mail boxes, bulletin boards and copy machine or printers in order to communicate with members. As such, the union guarantees appropriate and professional use of these tools of communication.

ARTICLE X — LEGAL AND TECHNICAL CLAUSES

A. Non-Discrimination Clause

In accordance with applicable federal and state law, neither the union nor any officer or employee of UPHS, in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship, shall discriminate against any person on the basis of race, creed, color, sex, sexual orientation, marital status, age, handicap, disability, veteran status, or national origin.

Faculty members shall not be encouraged to join or be discouraged from joining any organization representing faculty members by supervisors, administrators or other representatives of UPHS. Faculty members shall be free to join or not to join any organization representing faculty members without interference or penalty.

B. Successor Clause

This Agreement is assignable.

UPHS agrees to reasonably involve the Union in any decision leading to a corporate merger, affiliation, change of affiliation, employer or transfer of employees. Reasonable involvement shall be defined as providing sufficient notice to allow Faculty and the Board to engage in discussions regarding relevant concerns. UPHS shall take final action only after such involvement.

C. No Strike

Neither the Union nor any employee shall call, engage in or authorize a strike during the term of this Agreement.

D. No Lock Out

UPHS shall not lock out any employees covered by this Agreement during the term of this Agreement.

E. Good Faith

The parties agree that their duly designated representatives shall negotiate in good faith with respect to wages, hours and terms of employment. Each party shall select its own representatives.

F. Savings Clause

Should any article, section, or clause of this Agreement be contrary to law or declared illegal by a court of competent jurisdiction, said article, section, or clause as the case may be, shall automatically be deleted from this Agreement to the extent that it has violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

G. Precedence of Agreement

If there is any conflict between the Johns Hopkins University Talent Development Program Participation Agreement, the Chicago Board of Education Charter School Agreement, and/or written UPHS policies or written UPHS rules and regulations with the written terms of this Agreement, the parties shall work in good faith and shall resolve such conflicts through amendments to this agreement.

Aside from conflicts referred to above, if there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment, the written terms of this Agreement shall govern.

H. Management Rights

It is understood and agreed that UPHS retains all of its powers and authority to direct, manage and control to the full extent of the charter school law and the regulations of a 501.C3 Illinois corporation. Input from the staff will be considered and decisions will be derived in a collaborative model; final decisions will rest with UPHS.

Included in, but not limited to, those duties and powers are the right to:

- Determine the school intention and overall program design as described in the charter;
- Establish educational policies with respects to admitting students;
Determine staffing patterns and design;
- Determine the number of personnel and kinds of personnel required;
- Ensure the rights and educational opportunities of all students;
- Maintain UPHS operations; move or modify facilities;
- Establish budget procedures and determine budgetary allocations;
- Determine the methods of raising revenue;
- Contract out work and take action on any matter in the event of an emergency, as defined below;
- Ensure the Talent Development model is implemented with full integrity
- Employ interim student assessments along with twice-yearly EPAS or related assessments.

The exercise of the foregoing powers, rights, authority, duties, responsibilities by UPHS, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

UPHS retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency, which shall be considered only when there is a clear and present danger to the safety of students or employees, or when failure to act would result in cessation of operation of UPHS.

The parties understand that in the formative years of a school certain leeway and flexibilities are necessary to build it.

The parties recognize that for Chicago Talent Development High School to succeed UPHS and the Union must maintain fluid communication and a willingness to work out issues and concerns with students' interests at the basis of each decision.

I. Duration Clause

This Agreement shall be in effect as of August 1, 2010 and shall continue in full force and effect through June 30, 2015.

This Agreement is signed this _____ day of July, 2010.

IN WITNESS THEREOF:

**FOR THE UNION PARK FEDERATION
OF TEACHERS
LOCAL 4343, IFT/AFT, AFL-CIO**

**FOR the BOARD OF DIRECTORS
UNION PARK HIGH SCHOOLS, Inc.
COOK COUNTY, IL**

Date _____

Date _____

Appendix A: Salary Schedules

2010-2011

| <u>Bachelor's Degree</u> | | <u>Master's Degree</u> | | <u>National Board Master Certificate</u> | |
|----------------------------------|-----------|------------------------|-----------|--|-----------|
| <u>Initial Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 45,000 | <u>Level 1</u> | \$ 47,000 | <u>Level 1</u> | \$ 49,000 |
| <u>Level 2</u> | \$ 45,900 | <u>Level 2</u> | \$ 47,940 | <u>Level 2</u> | \$ 49,940 |
| <u>Professional Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 49,000 | <u>Level 1</u> | \$ 51,000 | <u>Level 1</u> | \$ 53,000 |
| <u>Level 2</u> | \$ 50,960 | <u>Level 2</u> | \$ 53,040 | <u>Level 2</u> | \$ 55,040 |
| <u>Level 3</u> | \$ 53,085 | <u>Level 3</u> | \$ 55,250 | <u>Level 3</u> | \$ 57,250 |
| <u>Level 4</u> | \$ 55,210 | <u>Level 4</u> | \$ 57,210 | <u>Level 4</u> | \$ 59,210 |
| <u>Level 5</u> | \$ 57,420 | <u>Level 5</u> | \$ 59,500 | <u>Level 5</u> | \$ 61,500 |
| <u>Senior Faculty</u> | | | | | |
| \$ 66,000 | | | | | |
| <u>Instructional Coach</u> | | | | | |
| \$ 70,000 | | | | | |

2011-2012

| <u>Bachelor's Degree</u> | | <u>Master's Degree</u> | | <u>National Board Master Certificate</u> | |
|----------------------------------|-----------|------------------------|-----------|--|-----------|
| <u>Initial Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 45,900 | <u>Level 1</u> | \$ 47,940 | <u>Level 1</u> | \$ 49,940 |
| <u>Level 2</u> | \$ 46,818 | <u>Level 2</u> | \$ 48,899 | <u>Level 2</u> | \$ 50,899 |
| <u>Professional Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 49,980 | <u>Level 1</u> | \$ 52,020 | <u>Level 1</u> | \$ 54,020 |
| <u>Level 2</u> | \$ 51,979 | <u>Level 2</u> | \$ 54,101 | <u>Level 2</u> | \$ 56,101 |
| <u>Level 3</u> | \$ 54,147 | <u>Level 3</u> | \$ 56,355 | <u>Level 3</u> | \$ 58,395 |
| <u>Level 4</u> | \$ 56,314 | <u>Level 4</u> | \$ 58,354 | <u>Level 4</u> | \$ 60,394 |
| <u>Level 5</u> | \$ 58,568 | <u>Level 5</u> | \$ 60,690 | <u>Level 5</u> | \$ 62,730 |
| <u>Senior Faculty</u> | | | | | |
| \$ 67,320 | | | | | |
| <u>Instructional Coach</u> | | | | | |
| \$ 71,400 | | | | | |

2012-2013

| <u>Bachelor's Degree</u> | | <u>Master's Degree</u> | | <u>National Board Master Certificate</u> | |
|----------------------------------|-----------|------------------------|-----------|--|-----------|
| <u>Initial Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 46,818 | <u>Level 1</u> | \$ 48,899 | <u>Level 1</u> | \$ 50,899 |
| <u>Level 2</u> | \$ 47,754 | <u>Level 2</u> | \$ 49,877 | <u>Level 2</u> | \$ 51,877 |
| <u>Professional Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 50,980 | <u>Level 1</u> | \$ 53,060 | <u>Level 1</u> | \$ 55,060 |
| <u>Level 2</u> | \$ 53,019 | <u>Level 2</u> | \$ 55,183 | <u>Level 2</u> | \$ 57,183 |
| <u>Level 3</u> | \$ 55,230 | <u>Level 3</u> | \$ 57,482 | <u>Level 3</u> | \$ 59,563 |
| <u>Level 4</u> | \$ 57,440 | <u>Level 4</u> | \$ 59,521 | <u>Level 4</u> | \$ 61,602 |
| <u>Level 5</u> | \$ 59,740 | <u>Level 5</u> | \$ 61,904 | <u>Level 5</u> | \$ 63,985 |
| <u>Senior Faculty</u> | | | | | |
| \$ 68,666 | | | | | |
| <u>Instructional Coach</u> | | | | | |
| \$ 72,828 | | | | | |

Appendix A: Salary Schedules Continued

2013-2014

| <u>Bachelor's Degree</u> | | <u>Master's Degree</u> | | <u>National Board Master Certificate</u> | |
|----------------------------------|-----------|------------------------|-----------|--|-----------|
| <u>Initial Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 47,754 | <u>Level 1</u> | \$ 49,877 | <u>Level 1</u> | \$ 51,877 |
| <u>Level 2</u> | \$ 48,709 | <u>Level 2</u> | \$ 50,874 | <u>Level 2</u> | \$ 52,874 |
| <u>Professional Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 51,999 | <u>Level 1</u> | \$ 54,122 | <u>Level 1</u> | \$ 56,122 |
| <u>Level 2</u> | \$ 54,079 | <u>Level 2</u> | \$ 56,286 | <u>Level 2</u> | \$ 58,286 |
| <u>Level 3</u> | \$ 56,334 | <u>Level 3</u> | \$ 58,632 | <u>Level 3</u> | \$ 60,754 |
| <u>Level 4</u> | \$ 58,589 | <u>Level 4</u> | \$ 60,712 | <u>Level 4</u> | \$ 62,834 |
| <u>Level 5</u> | \$ 60,935 | <u>Level 5</u> | \$ 63,142 | <u>Level 5</u> | \$ 65,264 |
| <u>Senior Faculty</u> | | | | | |
| \$ 70,040 | | | | | |
| <u>Instructional Coach</u> | | | | | |
| \$ 74,285 | | | | | |

2014-2015

| <u>Bachelor's Degree</u> | | <u>Master's Degree</u> | | <u>National Board Master Certificate</u> | |
|----------------------------------|-----------|------------------------|-----------|--|-----------|
| <u>Initial Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 48,709 | <u>Level 1</u> | \$ 50,874 | <u>Level 1</u> | \$ 52,874 |
| <u>Level 2</u> | \$ 49,684 | <u>Level 2</u> | \$ 51,892 | <u>Level 2</u> | \$ 53,892 |
| <u>Professional Faculty Band</u> | | | | | |
| <u>Level 1</u> | \$ 53,039 | <u>Level 1</u> | \$ 55,204 | <u>Level 1</u> | \$ 57,204 |
| <u>Level 2</u> | \$ 55,161 | <u>Level 2</u> | \$ 57,412 | <u>Level 2</u> | \$ 59,412 |
| <u>Level 3</u> | \$ 57,461 | <u>Level 3</u> | \$ 59,804 | <u>Level 3</u> | \$ 61,969 |
| <u>Level 4</u> | \$ 59,761 | <u>Level 4</u> | \$ 61,926 | <u>Level 4</u> | \$ 64,091 |
| <u>Level 5</u> | \$ 62,153 | <u>Level 5</u> | \$ 64,405 | <u>Level 5</u> | \$ 66,570 |
| <u>Senior Faculty</u> | | | | | |
| \$ 71,441 | | | | | |
| <u>Instructional Coach</u> | | | | | |
| \$ 75,770 | | | | | |

Please note: the following is an illustration and shall be revised by an evaluation committee and shall be reviewed and ratified by the parties at the start of the SY 2010-2011 or sooner.

Appendix B

Evaluation ratings required for salary schedule placement, movement and continuation

| | | |
|--|--|--|
| Initial Faculty Band | To move to professional faculty band of salary schedule | Number of components rated "proficient" |
| | "Proficient" in 100% of all components in all domains | 3 components in Domain 1 3 components in Domain 2 5 components in Domain 3 4 components in Domain 4 |
| Professional Faculty Band | To show continued growth while on levels 1-5 for a minimum of five years | Number of components rated "high performing" |
| | Add one component rating of "highly performing" in each domain each year | By year 5 you must have the following 1/3 components in Domain 1 1/3 components in Domain 2 2/5 components in Domain 3 2/4 components in Domain 4 |
| Professional Band Continuation | To show continued growth while continuing on step 5 | Number of components rated "high performing" |
| | Continue to add to "high performing" ratings in each domain in each year | |
| | By year 10, maintain more than half of all component ratings in each domain as "highly performing" for the remainder of employment | By year 10 you must have the following 2/3 components in Domain 1 2/3 components in Domain 2 3/5 components in Domain 3 3/4 components in Domain 4 |
| Senior Faculty Band | To be eligible to apply for senior faculty status | Number of components rated "high performing" |
| | Maintain at more than 75% of all component ratings in each domain as "high performing" for at least 2 years | 3/3 components in Domain 1 3/3 components in Domain 2 4/15 components in Domain 3 3/4 components in Domain 4 |
| Senior Faculty Band and Instructional Coach Continuation | Maintain at more than 75% of all component ratings in each domain as "high performing" | 3/3 components in Domain 1 3/3 components in Domain 2 4/15 components in Domain 3 |

| | | |
|--|--|----------------------------|
| | | 3/4 components in Domain 4 |
|--|--|----------------------------|

Appendix C

Conflict Resolution Problem Solving Strategy

The parties have made a commitment to endeavor to resolve issues, problems and grievances through a collaborative problem solving approach. While this specific strategy is referenced in Article V, Conflict Resolution Process, it can and should be used throughout the school and corporation as an effective problem solving strategy.

| I. Problem: Symptoms and Goals | | II. Diagnosis: Possible Causes |
|---|--|--|
| <u>Current Situation</u> Describe the symptoms of the present situation that are troubling. | <u>Preferred Situation</u> Your goals—the world as you want it to be. | Why does the preferred situation not exist already? In compiling these, remember that they need not be correct, but only plausible. A continuing problem often results from a lack of broad thinking about possible causes. Note also you may think of sub-diagnoses that prove helpful. |
| III. General Approaches: Strategies | | IV. Specific Actions: Implementation |
| Various diagnoses often suggest an equally varied set of approaches that might effectively solve the problem. What are some possible strategies or prescriptions? What are some theoretical cures? Generate broad ideas about what might be done. First, brainstorm these approaches; later, prioritize them. | | The Quadrant III strategies each need an implementation action plan to be effective. How might you implement these general ideas? First, brainstorm. Who might do what, when might it be done, and how? Who might do what tomorrow? After brainstorming, mark in red the most promising actions. |