

Chicago Board of Education and Chicago Teachers Union
Memorandum of Agreement with Respect to Fresh Start Schools

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made this 22nd day of June 2005 by and between the Chicago Board of Education, ("CBE") and the Chicago Teachers Union ("CTU") and shall be effective from July 1, 2005 to and including June 30, 2010.

RECITALS

WHEREAS, the Illinois General Assembly amended the School Code by adding Section 34-3.5 [105 ILCS 5/34-3.5] in April 2003 to provide that CBE "shall enter [into] a partnership agreement with the Chicago Teachers Union to allow the parties to work together to advance the Chicago Public Schools to the next level of education reform;"

WHEREAS, the legislation prescribes mutually agreeable joint activities and anticipates bargaining on permissive matters that include issues of mutual importance to CBE and CTU as set forth in this Memorandum of Agreement;

WHEREAS, CBE and CTU entered into a partnership agreement that is effective between July 1, 2003 and June 30, 2005 ("the original partnership agreement") to improve academic achievement at CBE schools meeting the CBE and NCLB criteria for closure due to academic reasons;

WHEREAS, the original Partnership Initiative agreement created has become known as the "Partnership Initiative Schools" ("PI schools") for up to ten (10) CBE schools, whereby CTU and CBE provided curriculum development and staff professional development at the PI schools;

WHEREAS, CBE and CTU acknowledge that the need to improve academic achievement at CBE schools continues and CBE and CTU continue to desire to work together to improve the lowest performing schools;

WHEREAS, the following eight (8) CBE schools were included and remain in the partnership initiative under the original partnership agreement and their participation in the partnership initiative shall terminate effective June 30, 2005: Attucks, Bass, Burke, Chalmers, Delano, Medill, Collins High School and Richards High School ("the existing partnership initiative schools");

WHEREAS, CBE and CTU agree that the partnership initiative should provide schools included in the initiative a "fresh start," that the initiative should hereafter be referred to as the "Fresh Start Program" and that schools included in the Fresh Start Program should hereafter be referred to as "Fresh Start Schools" ("FS schools"); and,

WHEREAS, CBE and CTU agree that the original partnership agreement should be enhanced through the development of a process to examine performance data in determining the need to provide for greater flexibility at the FS schools, an opportunity for lengthier periods of participation in the FS program and greater FS school accountability for performance;

WHEREAS, CBE and CTU mutually desire to enter into a successor partnership agreement that enhances and improves the partnership upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

A. **Background.** Since the 1995 reforms, CBE has devoted substantial financial and human resources to improve the system's lowest performing schools. The CTU has also contributed to the ongoing effort to improve these schools. Many schools have responded, making dramatic and persistent gains. Others, however, have continued to struggle. One of the continual concerns from the staff in these schools is that change has been imposed. Probation managers and external partners were assigned by the central office; curricula were selected by the central office; the principal made decisions without consulting them. Staffs in probation schools contend that they had little or no input in developing the plans for improving their schools and the plans were flawed and the efforts failed. They also assert that the improvement strategies imposed by others were untested and inappropriate for their students.

In 2003, CBE and CTU entered into a partnership agreement involving ten (10) schools. These schools were given access to nationally recognized, scientifically research-based, elementary and comprehensive secondary school reform models, as determined by the schools. This partnership will continue to give schools in need of improvement as identified by CBE and CTU the opportunity to select, plan and implement a proven comprehensive school reform model.

By working together, the CTU and CBE will elicit the buy-in, confidence and commitment of the people most critical to student success, the classroom teachers and paraprofessional school related personnel ("PSRPs"), also known as educational support personnel ("ESPs"). By working with nationally recognized, scientific research-based, comprehensive school reform models, CBE and CTU can offer staff a choice of various approaches to school improvement that have a record of success in urban schools with high concentrations of students at risk of academic failure.

CBE and CTU are committed to assisting the staff in these schools to succeed in their efforts to improve student achievement.

B. Selection of CBE-CTU Fresh Start Schools ("FS schools"). CTU representatives and CBE's Chief Executive Officer or his designee ("CEO") shall mutually agree on which CBE schools shall participate in the FS schools during the term of this Agreement in accordance with the criteria set forth in this section.

1. Existing PI Schools. Each existing Partnership Initiative school may apply to participate in the FS Program and become an FS School. The CEO and CTU representatives shall review the application of each of the existing schools that wish to participate, and agree on which, if any, of the eight (8) existing Partnership Initiative schools will participate in the FS program and become FS Schools no later than August 1, 2005.

2. Additional FS Schools. Additional CBE schools will become FS schools during the term of this agreement upon the occurrence of all of the following conditions:

- (a) The CBE school must be a school that is eligible to participate in the FS Program. The CEO and CTU representatives must agree on a process during FY 2006 by which additional CBE schools will be made eligible to participate in the FS program and become FS schools, no later than May 1st of 2006, 2007, 2008 and 2009, provided however that no CBE school with a contract principal will be eligible to participate in the FS Program and become an FS school unless the contract principal consents to its eligibility in writing. The CEO will be responsible for procuring principal consent prior to agreeing on which schools are eligible.
- (b) At the time of consideration for conversion to an FS school, the additional school(s) must: (i) be and have been on probation for at least one (1) year as defined by the CBE policy on probationary schools and (ii) be a school in need of improvement under the No Child Left Behind Act ("NCLB"); and,
- (c) CTU and CBE representatives will conduct awareness sessions for the staff of proposed FS schools regarding the FS schools model program and the criteria for participation. CTU, in collaboration with the AFT, will identify the Comprehensive School Reform Model (CSRM) or curriculum models for schools to consider before becoming an FS school. Representatives of each of the CSRM or curriculum models will make presentations providing information about their programs to the staff of the schools. After the awareness sessions, the CTU will conduct a vote of the CTU members at each of the eligible schools no later than June 1st. In order for a school to participate in the FS schools, eighty (80%) percent of the CTU members at the School must approve participation in the FS schools and the school reform or curriculum model, or that school will not

become an FS school. The Local School Council may advise the staff on the selection of a comprehensive school reform or curriculum model, but the decision will be made by the vote of the CTU members at the School, subject to approval of the SIP by CBE's Board.

3. Notice to CTU that a School has been converted to an FS School. Upon the occurrence of all of the conditions in B2 above, the CEO and CTU will jointly notify staff at the school that the school has been accepted into the FS program and the school will become an FS school no later than August 1, 2005, 2006, 2007, 2008, 2009.

4. Opportunities for Transfer. CTU bargaining unit members assigned to schools that vote to join the FS school program, but who have determined their professional contributions can best be made in another unit, shall be allowed the opportunity to apply to transfer from the FS school. Where the principal's consent to an administrative transfer is required, the principal shall not unreasonably withhold his/her consent to the transfer. If a dispute arises on this issue, the parties shall consult in good faith in an attempt to resolve it.

C. FS Schools' Management, Performance Plan, Budgeting & Funding, School Improvement Plan and Personnel.

1. Management of FS Schools. FS schools' Local School Councils ("LSC") shall retain the statutory authority of Local School Councils except as otherwise modified for schools on probation as specified under the Illinois School Code. The school's principal shall retain all authority of a principal under the Illinois School Code and under the Board's Rules with respect to principals, acting principals or interim principals, as applicable. As soon as the CEO and CTU have notified the school staff that the school has become an FS school, the CTU, the school principal, LSC and CTU union members at the school, shall form an Instructional Leadership Team ("ILT"), which shall include the principal, a CTU Quest Center facilitator, a CTU representative (school delegate), a representative of a fully functioning Professional Problems Committees ("PPC") and Professional Personnel Leadership Committees ("PPLC"), and a LSC parent or community member. The ILT will mutually agree on the development of specific outlines of duties/responsibilities within the ILT. The ILT will monitor the implementation of the school's performance plan and revised school improvement plan including the implementation of the selected CSRM or curriculum model.

2. Performance Plans for FS Schools. After formation, the ILT must develop a five (5) year performance plan for the FS school, reviewed by the LSC (if required by statute) and shall be submitted to the CEO for approval. FS schools shall be granted autonomy from CBE policies to the same extent as CBE Performance Schools. During the annual review of FS schools performance, CBE and CTU will discuss the feasibility

of granting FS Schools additional autonomies. The performance plan shall become the revised school improvement plan (SIP) and may include:

- Use of data analysis to inform practice and to apply findings to the on-going implementation of the instructional design
- Use of shared leadership consistent with the comprehensive school reform model and/or curriculum model
- Use of Title I and all other discretionary funds to support essential components of the plan
- Provision of comprehensive professional development designed to improve teaching and learning in the core subject areas
- Alignment of school-wide programming in accordance with the plan
- Provision for instructional support to families
- Engagement of parents and community in development, implementation and monitoring
- CBE/CTU involvement, including the roles of the CBE/CTU resource persons
- Recruitment and retention of staff

3. Budgeting and Funding.

(a) Lump-sum budgeting and per pupil funding. As soon as a CBE school becomes an FS school, CBE will provide the CTU and the ILT with a budget framework for each eligible school. The budget framework will outline the number of positions currently funded at each school along with an estimated per pupil allocation of funds to the school including all possible sources of revenue. CBE will also provide CTU and the ILT the preliminary budget submitted by the school during the budget process. FS schools will be given a per-pupil funding allocation based on their projected enrollment and, FS schools will be granted latitude to allocate these resources, including the latitude to allocate resources to fund the school reform model or curriculum selected, however, the use of lump-sum budgeting shall not serve as a precedent to require the future use of lump-sum budgeting in any other school without the express agreement of CTU.

(b) Additional Funds for FS Schools. The Board shall make available a minimum sum of two million (\$2,000,000.00) dollars, not to exceed four hundred thousand (\$400,000.00) in the 2006 fiscal year.

The additional funds shall be used based upon mutual agreement of the parties. The allocations of part of the additional funds may be used for implementation of the pilot program for the alternative teacher evaluation model described in Section C 6 of this Agreement.

4. Class-Size Supervisor/Monitoring Committee Funding. An FS school shall be eligible for class size supervisory committee funding under Article 28-4 of the CTU CBA. The Class Size Monitoring Committee shall expedite all FS schools' referrals for class size relief.

5. Professional Development ("PD") to FS School Staff. FS schools may utilize CTU Quest Center and AFT staff, CBE staff, or other CBE-approved vendors recommended by the ILT to provide additional PD including: team building, peer coaching, school improvement/change planning, classroom management, instructional strategies, and NBC candidate support programming.

6. Pilot Program for Alternative Teacher Performance Evaluation Model and Procedures. After completing a year as an FS school (years 2-5), an FS school may determine that its needs may be met by a performance evaluation model based upon the AFT's endorsement of the Toledo Peer Review and Peer Assistance plan *found at the website, <http://www.tft250.org/Toledo Plan Guide.doc>*. Consulting teachers assist the new teacher in the first year, reporting findings to a review panel. In the second year and succeeding years the principal follows with his/her evaluation to complete the tenure of new teachers. Variations that fit the needs of our schools may be explored, and support provided to develop systems that are mutually agreeable to the CTU and CBE. FS schools that make this determination shall be eligible to conduct a pilot program of the performance evaluation model and, if necessary, CBE and CTU shall enter appropriate side letter agreements to the CBA to authorize the pilot program and the evaluation model consistent with the requirements of Article 24 of the Illinois School Code.

7. Recommendations Regarding Personnel at FS Schools. The ILT shall make staffing recommendations to implement the performance plan/SIP and achieve the purposes of this Agreement, including but not limited to the following:

- (a) recommendations to the principal regarding staff and staffing (in making staffing recommendations, the ILT will consider National Board Certified Teachers [NBCTs]); and,
- ✓ (b) recommendations to the CEO with respect to the assignment of an Acting or Interim Principal at the FS school.

8. Chief Executive Officer Oversight of FS Schools. The parties acknowledge that it is mutually advantageous for FS schools to have the greatest possible flexibility in implementing an FS school's performance plan and SIP and, where possible, to reduce multiple supervision/oversight while providing necessary assistance. To achieve that:

- (a) No FS school or its staff shall be supervised or subject to oversight by a CBE area instruction officer (AIO) unless otherwise requested by the ILT in the performance plan.
- (b) The Chief Executive Officer shall maintain designated administrative leaders to serve as direct contacts with CTU Fresh Start coordinator(s) whose role it shall be to ensure that FS Schools comply with Board Rules and Policies and resolve issues and problems confronted by the FS school, the CTU and the ILT in implementing the performance plan and the SIP.
- (c) FS schools will be granted autonomy from CBE policies to the same extent as CBE Performance Schools.

9. Chief Executive Officer Assistance to FS Schools. In order to enhance the prospect for success of FS schools, the Chief Executive Officer or his designee, working with the CTU, shall provide assistance to FS schools by bringing matters of concern to the ILT and CTU to the CEO's attention and by giving consideration to using FS schools and the FS network with records of success as mentor(s) for additional FS schools.

D. FS Schools' Continued Participation in the Fresh Start, Accountability and School Closing Restrictions.

1. Duration of an FS school's Participation in the FS Program. FS schools shall participate in the FS program on a school year-to-school year basis up to a maximum of five (5) years from the date on which they first entered the FS program, provided that no FS school shall remain in the FS program beyond the termination date of this Agreement. Existing Partnership Initiative Schools that are accepted to participate in the FS program under paragraph B1 shall be allowed to participate for a maximum of five (5) years from their acceptance into the FS Program and the time in the Partnership Initiative shall not count toward this maximum.

2. Accountability

(a) Annual Review and Decisions on Continued Participation in the FS Program for the Next School Year. At least annually the CEO and CTU representatives shall review each FS school's progress under its performance plan and agree about whether or not each FS school shall remain in the FS program for the next school year. During the Annual Review, CBE and CTU shall discuss barriers to progress encountered by FS Schools during the previous school year and engage in good faith discussion regarding ways and means to remove barriers to progress. Such discussions may include accountability performance measures, additional autonomies and the duration of FS schools' participation in the FS Program.

ADDENDUM TO THE FS AGREEMENT
Key to Acronyms

AFT	American Federation of Teachers
AIO	Area Instructional Officer
CBA	2003-2007 Chicago Teachers Union Collective Bargaining Agreement
CEO	Chief Executive Officer of the Chicago Public Schools or designee
CMSI	Chicago Math Science Initiative
CBE	Chicago Public Schools
CRI	Chicago Reading Initiative
CSRM	Comprehensive School Reform Model
CTU	Chicago Teachers Union
ILT	Instructional Leadership Team
LLT	Lead Literacy Teacher
FS	Fresh Start
FY	Fiscal Year
NBC	National Board Certification
NBCT	National Board Certified Teacher
NCLB	No Child Left Behind
PD	Professional Development
PPC	Professional Problems Committee
PPLC	Professional Personnel Leadership Committee
PSRP	Paraprofessional School Related Personnel
SIP	School Improvement Plan

(b) CEO's Termination of an FS School's Participation in the FS Program. After good faith consultation with the CTU, the CEO may terminate a school's participation in the FS program at any time. FS schools not continued in the FS program under this paragraph shall cease participation effective on the date of the CEO's notice to the CTU or as mutually agreed between the CEO and CTU.

3. No Closure of FS Schools for Academic Failure. CBE agrees that no FS school then participating in the FS program will be closed for academic failure under the Illinois School Code or Board Rules and Policies.

4. Closure of FS Schools for Nonacademic Reasons. In the event the CEO contemplates closing an FS school for demographic or other non-academic reasons, the CEO shall first consult in good faith with the CTU before making a final decision.

E. Term of Agreement. This Agreement shall be effective for the period of July 1, 2005 to and including June 30, 2010.

F. Dispute Resolution. Any disputes under this Agreement shall be resolved in the same manner as those arising under provisions of Illinois School Code 5/34-3.5 that created Partnership agreements, including utilization of the provisions of Illinois Educational Labor Relations Act (115 ILCS 5/12) providing for dispute resolution in lieu of a strike, so that parties may seek mediation, fact finding, and final and binding impartial arbitration of unresolved issues concerning the terms of a new or successor Agreement.

CHICAGO BOARD OF EDUCATION

CHICAGO TEACHERS UNION

By: Michael W. Scott
Michael Scott, President

By: Marilyn Stewart
Marilyn Stewart, President

Date: 8/29/05

Date: Aug 15, 2005

Attest: Evelyn D. Bell
Secretary

Board Report 05-0622-EX21

Approved as to Legal Form:

By: Arne Duncan
Arne Duncan, Chief Executive Officer

Patrick J. Rocks
Patrick J. Rocks, General Counsel
Chicago Board of Education

Date: August 18, 2005