

**IN THE CIRCUIT COURT OF COOK COUNTY  
COUNTY DEPARTMENT, CHANCERY DIVISION**

**CHICAGO TEACHERS UNION AFT,** )  
**AFL-CIO LOCAL 1** )  
**An Unincorporated Association,** )  
**MARILYN STEWART, President,** )  
**MARY MCGUIRE, Recording Secretary,** )  
**MARK OCHOA, Financial Secretary,** )  
**Plaintiff,** )

v. )

**BOARD OF EDUCATION OF THE CITY OF** )  
**CHICAGO,** )  
**MARY RICHARDSON LOWRY, President,** )  
**NORMAN BOBINS, Member,** )  
**TARIQ BUTT, Member,** )  
**PEGGY DAVIS, Member,** )  
**ROXANNE WARD, Member,** )  
**CLARE MUNANA, Member,** )  
**ALBERTO A. CARRERO, JR., Member,** )  
**RON HUBERMAN, Chief Executive Officer,** )

**Defendants.** )

Case Number \_\_\_\_\_

**PLAINTIFFS' COMPLAINT FOR  
INJUNCTIVE AND OTHER RELIEF**

Plaintiff Chicago Teachers Union AFT, AFL-CIO Local 1, an unincorporated association (“Plaintiff” or “CTU”), Marilyn Stewart President (“Stewart” or “CTU President”), Mary McGuire Recording Secretary (“McGuire”), and Mark Ochoa Financial Secretary (“Ochoa”), by and through their undersigned attorneys, POLTROCK & POLTROCK, for their COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF (“Complaint”) against the Chicago Board of Education (“Board”), Mary Richardson Lowry, President (“Lowry”), Norman Bobbins Member (“Bobbins”), Tariq Butt Member (“Butt”), Peggy Davis Member (“Davis”), Roxanne Ward

Member (“Ward”), Clare Munana Member (“Munana”), Alberto Carrero, Jr. Member (“Carrero”), and Ron Huberman (“Huberman” or “CEO”) (collectively, the “Defendants”), complains against the Defendants as follows:

**PRELIMINARY STATEMENT**

1. This is an action by the Chicago Teachers Union (“CTU”) and its officers to hold the Board of Education and its CEO and Members accountable for violating the Recognizing Excellence in Academic Leadership (“REAL”) program by tentatively scheduling Charles S. Deneen Elementary School, a Chicago Public School (“CPS”), for “Turnaround”, and Helen J. McCorkle Elementary a CPS, for “Consolidation” thereby seeking to reassign the entire staff (in effect layoff) of both schools, including tenured teachers, probationary appointed teachers, teachers aides, paraprofessional school related personnel and all other employees at these schools, before the conclusion of the REAL program.

2. The CTU is an unincorporated association comprised of 32,000 members.

3. Plaintiff Marilyn Stewart is the elected President of the CTU.

4. Plaintiff Mary McGuire is the elected Recording Secretary of the CTU.

5. Plaintiff Mark Ochoa is the elected Financial Secretary of the CTU.

6. The members provide, among other things, educational services to the hundreds of thousands of students throughout CPS.

7. In July 2006, the CPS in collaboration with the National Institute for Excellence in Teaching (“NIET”) submitted a grant to the Teacher Incentive Fund (“TIF”) requesting funds to implement the (“REAL”) program.

8. In November 2006, the United States Department of Education awarded a \$27.5 million dollar grant to CPS to implement NIET Teacher Advancement Program (“TAP”) – a

whole school reform model that is *designed to increase student achievement by improving teacher quality and maximizing principal effectiveness*. (Emphasis added). (Attached hereto as Exhibit A).

9. The CTU, along with other constituent groups, played a tremendously important role in designing REAL to comport with the TAP model. In fact, the CTU's President, Marilyn Stewart serves as an *ex officio* member of the REAL Joint Council along with Defendant Huberman and ten (10) other individuals. Five (5) of those members are appointed by the CTU and the remaining five (5) members are appointed by the Defendant Board.

10. The REAL Joint Council is responsible for, but not limited to, communicating messages regarding REAL; evaluating feedback from REAL members to make structural and operating decisions regarding project implementation and improvements; reviewing the REAL budget and issuing recommendations to improve projects sources; ensuring REAL is implemented in a manner consistent with TAP and CPS's core strategies; issuing recommendations regarding the promotion of transparency of the value added model and the timely communication of its value-added calculations at all programmatic and instructional levels; coordinate with the CPS to develop innovative and objective methods for evaluating teacher performance; and monitor on-going staff support at schools participating in REAL.

11. Charles S. Deneen Elementary School is located 7240 South Wabash Avenue, Chicago, Illinois 60619. It has approximately 492 students in grades Pre-K through 8th Grade. The student makeup is 97.2% low income. The racial composition of Deneen is 99.2% African American with the next highest racial group being Caucasian at 0.4%.

12. There are approximately thirty (30) teachers at Deneen Elementary School. Twenty (20) teachers teach Pre K through 8th Grade, six (6) are Special Service Teachers, and four (4) are Ancillary Staff (i.e. P.E., Art, etc.)

13. One of the goals and purposes of the REAL Program is to recruit, motivate, develop, and retain effective teachers and principals in the Board's highest needs schools. The Board and CTU agreed that candidates for TAP Lead Teachers were to be recruited primarily within the Chicago Public Schools, including the REAL School.

#### **FACTS RELEVANT TO DENEEN ELEMENTARY SCHOOL**

14. The entire Deneen staff voted on whether they wanted to participate in TAP; 75% of the staff had to vote in favor of participation in the program. The vote was conducted, approximately in September 2009. The vote passed and, with the agreement of Defendant Huberman, the Deneen staff became a participant in the TAP.

15. After reaching the requisite number of teachers via an interview process with a cooperative interview committee, the REAL program was initiated at Deneen Elementary for the 2009-2010 school year.

16. On Wednesday, February 24, 2010, the Chicago Board of Education will vote on whether or not Deneen Elementary School will be subject to "turnaround" by the Academy for Urban School Leadership ("AUSL").

17. Under the turnaround strategy, students stay at their school and new leadership and staff are brought in to change the school culture and performance expectations. In other words, the entire staff is laid off and an entirely new staff is brought in to replace the old staff.

18. The turnaround of Deneen would violate the agreement between the Chicago Teachers Union and the Board of Education of the City of Chicago, in that the staff at Deneen

are currently participating in the REAL/TAP Program and have participated in the program for the past six months, since the beginning of the 2009-2010 school year. The REAL/TAP Program is designed to be a four year program.

19. The staff currently participating in the REAL/TAP Program at Deneen School has not had the opportunity to be judged fairly and equitably as to the success, or lack thereof, of the REAL/TAP Program.

20. Deneen School was selected to be eligible for inclusion into this program based on the underperforming nature of the school in prior years. As aforementioned, one of the stated goals of REAL/TAP Program is to recruit, motivate, develop, and retain effective teachers and principals in Board's highest needs schools

21. Furthermore, in her capacity as President of the Chicago Teachers Union, Marilyn Stewart serves as *ex officio* of the REAL Planning/Advisory Committee. Pursuant to Section 5, sub-section iii, of the Memorandum of Understanding between the CTU and the Board, a school's continued participation will be determined by the REAL Planning/Advisory Committee.

22. The staff at Deneen had a good faith belief that the school would be allowed to participate for the duration of the REAL Program. The staff at Deneen has only been a part of the REAL Program since the beginning of the 2009-2010 school year. The program, and its goal of improving student academic progress and achievement, has not yet been given the chance to succeed, in that much of the criteria that determines whether a school is improving or still underperforming is not known, and will not be known until later in the academic year.

23. Deneen was underperforming prior to its inclusion into the REAL/TAP Program and for the Board to "turnaround" the school prior to its completion of its first year violates the good faith and fair dealing principles found in every Illinois contract.

24. Furthermore, the staff at Deneen, relied on the presentation made by the REAL/TAP Joint Council when deliberating on whether or not they wished to participate in the REAL/TAP Program. After hearing the presentation by the REAL/TAP Joint Council the staff at Deneen voted with the requisite 75% affirmation being obtained.

25. Thus for the Board to induce the staff at Deneen to vote to participate in the REAL/TAP Program, thereby relying on the promise of participation in the REAL/TAP Program only to “turnaround” the school six months later indicates a breach of good faith and fair dealing implied in every contract.

#### **FACTS RELEVANT TO MCCORKLE ELEMENTARY SCHOOL**

26. Helen J McCorkle Elementary School is located at 4421 South State Street, Chicago, Illinois 60609. It has approximately 306 students in grades Pre-K through 8th Grade. 94.8% of the student makeup is low income. The racial composition of McCorkle is 100% African American.

27. There are approximately twenty four (24) teachers and career service staff members at McCorkle Elementary.

28. In approximately September 2007, the entire staff voted on whether they wanted to participate in TAP; 75% of the staff had to vote in favor of participation in the program. The vote passed and McCorkle became a participant in the REAL/TAP Program. In fact, McCorkle was one of the first schools to participate in the REAL/TAP Program. It was listed as a Cohort I school.

29. After reaching the requisite number of teachers via an interview process with a cooperative interview committee, the REAL/TAP program was initiated at McCorkle Elementary for the 2007-2008 school year.

30. On Wednesday, February 24, 2010, the Chicago Board of Education will vote on whether or not McCorkle Elementary School will be subject to “consolidation”. Under consolidation, McCorkle students will be transferred to another school, Ludwig Beethoven Elementary School.

31. The staff at Beethoven does not participate in the REAL/TAP Program, nor is Beethoven currently scheduled to participate in the REAL/TAP program in the near future.

32. Some of the staff currently employed at McCorkle would be able to “follow” their students to Beethoven, whereas, other staff currently employed at McCorkle would lose their jobs.

33. There is no assurance that the staff at McCorkle who “follow” their students to Beethoven would be allowed to continue their participation in the REAL/TAP Program.

34. The turnaround of McCorkle would violate the agreement between the Chicago Teachers Union and the Board of Education of the City of Chicago, in that the staff at McCorkle are currently participating in the REAL/TAP Program and have participated in the program for the past three years. The program is scheduled to be a four year program.

35. The McCorkle staff currently participating in the REAL/TAP Program have not had the opportunity to be judged fairly and equitably as to the success, or lack thereof, of the REAL/TAP Program, as the program has not concluded.

36. Furthermore, in her capacity as President of the Chicago Teachers Union, Marilyn Stewart serves as *ex officio* of the REAL Planning/Advisory Committee. Pursuant to Section 5, sub-section iii, of the Memorandum of Understanding between the CTU and the Board, a school’s continued participation will be determined by the REAL Planning/Advisory Committee.

37. The staff at McCorkle had a good faith belief that the school would be allowed to participate in the REAL/TAP Program for its duration. The McCorkle staff has only been a part of the REAL/TAP Program since the beginning of the 2007-2008 school year. The program, and its goal of improving student academic progress and achievement, has not yet had the chance to succeed. The REAL/TAP Program is designed to be a four year program.

38. The number of students, in the past three years, at McCorkle meeting or exceeding state standards has increased. In 2006, 40% of the students were meeting or exceeding state standards. In 2007, that number rose to 47%. In 2008, the number again increased to 56%. (**Attached as Exhibit B**).

39. In 2006 the number of students meeting or exceeding state standards in reading was at a low of 39%. The number increased to 43% in 2007. In 2008, the number of students meeting or exceeding state standards in reading jumped to an astonishing 57%. (**See Exhibit B**).

40. In 2006 the number of students meeting or exceeding state standards in mathematics was at 43%. In 2007 the number increased, to 45%. However, in 2008, the number of students meeting or exceeding state standards in mathematics was 53%. The 53% of the students meeting or exceeding state standards in mathematics represents a 10% gain over a three year period, which coincides with the implementation of the REAL/TAP Program. (**See Exhibit B**).

41. McCorkle is being sought to be consolidated with Beethoven based on the physical condition of the school's structure. Beethoven will receive approximately \$8.5 million dollars in funds for capital improvements upon receiving McCorkle students, when that money could go to McCorkle to improve the physical integrity of the building thereby allowing the facility to continue to operate and allow the REAL/TAP program to continue to run.

42. There is no reason, other than the building's physical condition, for McCorkle's consolidation with Beethoven School.

43. Upon consolidating the two schools, many, if not all the staff at McCorkle will lose their jobs and the ability to participate in this novel and unique program designed to improve on students academic achievements.

### **COUNT I**

#### **(Defendants Breach of Contract in Relation to Deneen Elementary)**

44. Plaintiff incorporates and realleges the allegations of paragraphs 1 through 25 of above as paragraph 44.

45. The Memorandum of Understanding created a valid and enforceable contract between the Chicago Teachers Union and the Board of Education of the City of Chicago.

46. The Board through its members and CEO seek to violate that contract by voting on the reorganization ("turnaround") of Deneen, among several other Chicago Public Schools, on February 24, 2010.

47. The staff at Deneen had a good faith belief and made a reasonable reliance that they would be able to participate for the duration of the program. Deneen's participation in the program is being terminated after only six months.

48. The Plaintiff has a clearly ascertainable right in need of protection, the right to remain as participants in the REAL/TAP Program.

49. The Plaintiff has a likelihood of success of prevailing on the merits.

50. The Plaintiff does not possess an adequate remedy at law.

51. The Plaintiff has already been injured by the conduct of the Defendants and without injunctive relief; the Plaintiff will suffer irreparable harm.

52. The balance of hardships favors the Plaintiff.

**WHEREFORE**, the Plaintiff respectfully requests the entry of judgment in its favor and against the Defendant as follows:

A. Imposing a temporary, preliminary, and permanent injunction prohibiting the Defendant's, their agents, servants and employees, and those acting in privity or concert with them, from proceeding with its plan to reorganize several schools within the Chicago Public School System.

B. Imposing a temporary, preliminary injunction prohibiting the Defendant's, their agents, servants and employees, and those acting in privity or concert with them from "turning around" Charles S. Deneen Elementary School.

C. Imposing a temporary, preliminary, and permanent injunction prohibiting the Defendants, their agents, servants and employees, and those acting in privity or concert with them, from "consolidating" Helen J. McCorkle Elementary School.

D. Imposing a temporary, preliminary, and permanent injunction prohibiting the Defendants, their agents, servants and employees, and those acting in privity or concert with them, from interfering with or preventing the REAL Advisory/Planning Committee from making recommendations to CEO Huberman regarding the future participation of the above mentioned schools in the REAL program.

E. Granting the Plaintiff such other relief that the Court deems to be just and appropriate under the circumstances; and awarding the Plaintiff his costs.

**COUNT II**  
**(Defendants Breach of Contract in Relation to McCorkle Elementary)**

53. Plaintiff incorporates and realleges the allegations of paragraphs 1 through 13 and 25 through 52 of above as paragraph 53.

54. The Memorandum of Understanding created a valid and enforceable contract between the Chicago Teachers Union and the Board of Education of the City of Chicago.

55. The Board through its members and CEO seek to violate that contract by voting on the reorganization (“consolidation”) of McCorkle, among several other Chicago Public Schools, on February 24, 2010.

56. McCorkle’s participation is being terminated after three years, out of four years the program was supposed to be in effect. The three years McCorkle participated in the REAL/TAP Program, the percentage of students meeting or exceeding the state standards for reading and mathematics increased each year, thereby, proving the success the program was having.

57. The Plaintiff has a clearly ascertainable right in need of protection, the right to remain as participants in the REAL/TAP Program.

58. The Plaintiff has a likelihood of success of prevailing on the merits.

59. The Plaintiff does not possess an adequate remedy at law.

60. The Plaintiff has already been injured by the conduct of the Defendants and without injunctive relief; the Plaintiff will suffer irreparable harm.

61. The balance of hardships favors the Plaintiff.

**WHEREFORE**, the Plaintiff respectfully requests the entry of judgment in its favor and against the Defendant as follows:

CHICAGO TEACHERS UNION  
MARILYN STEWART, PRESIDENT  
MARY MCGUIRE, RECORDING SECRETARY  
MARK OCHOA, FINANCIAL SECRETARY

By: \_\_\_\_\_  
One of the Plaintiff's Attorney's

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