



# Board of Education

Office of the Board  
1 North Dearborn Street  
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Chicago, IL 60602

## Board Report

25-0529-RS7 FINAL

Agenda Date: 5/29/2025

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### RESOLUTION ADDRESSING VARIOUS IMPROVEMENTS NEEDED TO THE BOARD'S AUTHORIZATION AND RENEWAL OF CHARTER SCHOOLS

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**WHEREAS**, Whereas, the Board of Education of the City of Chicago ("Board") is authorized and required by statute to provide free public education to students in Chicago, Illinois; and

**WHEREAS**, the Board operates both district-run schools and authorizes organizations to operate public schools within the district pursuant to Article 27A of the Illinois School Code; and

**WHEREAS**, the public schools authorized pursuant to Article 27A of the Illinois School Code operate in accordance with a charter agreement between the Board and the charter operator; and

**WHEREAS**, annually, the Board reviews charters up for renewal and determines whether the charter has met all standards and goals for academic, organizational and financial performance; and

**WHEREAS**, the Board, District leaders and charter operators have a responsibility to accurately evaluate enrollment, performance, and financial information of charter schools in order to foresee potential school closings and eliminate situations which cause instability when charter and contract school operators decide to close during their authorized renewal term;

**WHEREAS**, in order to improve delivery of services and encourage continuous improvement, charters need to be given timely and actionable feedback regarding areas of growth and renewal performance standards should be publicized and explained in detail; and

**WHEREAS**, within the standards for financial performance, it is imperative that charter schools provide an honest and transparent assessment of their finances so that the stability of the students and staff is not compromised; and

**WHEREAS**, charter schools are funded pursuant to Article 27A, with Board funds, at the expense of taxpayers, for the purpose of educating Chicago students; and

**WHEREAS**, closing a school, even at the end of a renewal period creates anxiety and uncertainty for students, parents and staff, necessitating support from both the charter school operator and the District; and

**WHEREAS**, the Board has a financial and proprietary interest in its agreements with charter and contract school operators and is therefore a market participant with respect to these agreements; and

**WHEREAS**, the Board intends to ensure the uninterrupted provision of educational services to school-aged public school students by operators of charter schools in the City of Chicago; and

**WHEREAS**, the charter school opposition to employee organizing, when conducted in bad faith or through unlawful means, may result in costly legal bills and inappropriate use of taxpayer funds;

**WHEREAS**, the Board seeks to comply with its collective bargaining agreement with the Chicago Teachers Union requiring charter operators to exercise union neutrality.

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**NOW, THEREFORE, BE IT RESOLVED**, that the Chicago Board of Education hereby resolves the following:

1. Advocate to the Illinois General Assembly for the following legislative changes: Pursue legislative changes that require charter and contract schools to adhere to law and be accountable to the families they serve or face consequences up to and including revocation of their charter. These changes should include, but are not limited to:
  - A. Require charters to sign and abide by their written agreements within 90 days of receiving it from the Board;
  - B. Ensure parents are included as voting members of a charter's governing body;
  - C. Prohibit charters and contract schools from closing during their renewal term;
  - D. Require advanced notice of charter or contract school closure and collaborative planning between the charter or contract school operator, the District, and other stakeholders; and
  - E. Provide for parent/community engagement into the process of closing charters and the possible transition of the charter school to a district managed school, including opportunities for families and staff to stay together; and
2. That Innovation and Inclusion Office (I&I) do the following:
  - A. Ensure that all rubrics are available to charter and contract school operators and to Board members, that notification will be provided to charter operators of any changes, and that any changes to rubrics are made in the best interest of students.
  - B. Within its review process of charter school operators, conduct site visits annually. Feedback from these visits should be made available to charter operators and school-based administration in a timely way so that they can improve their practice; and
  - C. Report to the Board regularly on the results of progress monitoring and efforts underway to support charter schools in improvement.
  - D. Ensure that the Illinois State Board of Education is informed of the rubrics for renewal recommendations and engaged in I&I's recommendations to minimize overriding decisions made by the Board in order to evade requirements under this Resolution.
3. That I&I bring to the Board the following:
  - A. Policy that addresses what happens when a charter school or campus closes. This policy should highlight the factors by which the Board will consider the transition from closed charter school to district-managed school. The policy will also address how students will be supported in a transition and how parents/community members will be engaged.
  - B. Policy on charter operator renewals that includes provision addressing circumstances in which a charter operator has committed an unremedied violation of the terms set forth in this resolution.
4. Agreements with Charter and Contract school operators shall have the following provisions:
  - A. Charters must engage in a continuous improvement process with respect to curriculum and instruction.
  - B. Upon closure, any property or assets of the charter purchased with public funds for the operations of the charter school or a campus shall be returned to the Board, at no cost to the Board;
  - C. That Charter and contract school operators will assume financial responsibility for any charter school closures;
  - D. In the event the Charter School Operator seeks to voluntarily non-renew or otherwise close its Charter or close one or more Attendance Centers, the Charter School shall provide the Board with written notice at least 6 months prior to the expiration of its Agreement if the term of the agreement is for 1 year, written notice shall be at least 12 months prior to the expiration of its Agreement if the term is for 2 years, and written notice shall be at least 18 months prior to the expiration of its Agreement if the term is for 3 years or more.

- E. Encourage that charter and contract school operators spend the majority of publicly-funded revenues on direct student services and materials that benefit students;
- F. Charter and contract school operators must provide any financial information requested by the District, including any information relevant to employee roster and salary requests, so that the District can accurately assess the financial health of charter and contract schools;
- G. Charter and contract school operators, any educational management organization or other entity operating on their behalf, and all persons in their management positions, shall be and remain neutral regarding the unionization of any of its employees, such that the school operator, management or their agents will not at any time, directly or indirectly, express a position on whether its employees will be unionized and such that the charter school will not threaten, intimidate, discriminate against, retaliate against, coerce, or take any adverse action against any employees arising from or related to their rights to organize or not organize, their signing of an authorization card, or engagement in any type of protected activity;
- H. Charter and contract school operators must provide any bona fide labor organization access at reasonable times to non-work areas utilized by the charter or contract school's employees for the purpose of privately meeting with employees to discuss their right to representation, employment rights under the law, and terms and conditions of employment;
- I. Within ten (10) days following a written request from a bona fide labor organization, provide it a list of every employee in the specific job classifications requested who are eligible to organize under the National Labor Relations Act, including their, classification or job title, work address, work email address and telephone number used by the charter school to contact the employee, in the unit of employees so requested. The bona fide labor organization agrees to use all information provided under this agreement solely for internal union administration and communication purposes.
- J. Upon written request from a bona fide labor organization, the charter school shall recognize and bargain with a labor organization that establishes majority support (50% + 1) in its designated unit of unrepresented employees only after the absence of any disputes regarding the appropriate bargaining unit or, the showing of majority support. This recognition and bargaining obligation shall apply, provided the labor organization: i. Requests recognition for a unit of employees within its regular and historical craft jurisdiction; ii. Agrees in writing that the labor organization and its members will not engage in, support, encourage, or assist in any picketing, work stoppages, boycotts, or any other economic interference in aid of recognition of the labor organization as the exclusive bargaining representative; iii. Agrees in writing not to threaten, intimidate, or coerce employees to obtain authorization cards; iv. Agrees in writing that it will submit any disputes related to Union Neutrality and the Recognition Process to final and binding arbitration.
- K. Within 30 days of a labor organization's written request, the charter school shall submit to card check majority support verification through a neutral mutually-selected arbitrator or by alternately striking from a panel of arbitrators provided by the Federal Mediation and Conciliation Service ("FMCS") or the American Arbitration Association ("AAA"). Any disputes pertaining to the appropriate unit and showing of majority support shall be decided by the arbitrator. The decision of the arbitrator shall be final and binding on all parties. The fees and costs of the arbitrator shall be equally apportioned to the charter operator and labor organization.
- L. Upon a determination by the arbitrator that the labor organization represents a majority of the employees in the designated unit, the charter shall recognize the labor organization as the exclusive bargaining representative of the employees in the unit and enter into a written recognition agreement.
- M. The charter school and the labor organization shall submit any disputes related to Union Neutrality and to the Recognition Process to final and binding arbitration through a mutually-selected arbitrator or by alternately striking from a panel of arbitrators provided by the FMCS or by the AAA. Upon request of the labor organization, the arbitration shall be conducted in accordance with the FMCS expedited arbitration rules in effect as of the effective date of this Resolution. The arbitrator shall be empowered to fashion an

- appropriate remedy to any violation. The arbitrator's fees and expenses shall be paid by the losing party.
- N. Following the voluntary recognition of a bona fide labor organization based on a showing of majority status, the charter school shall not file or support any petition with the National Labor Relations Board that seeks to challenge the majority status of the bona fide labor organization within one year of the organization's initial request for recognition. Nothing in this provision shall be construed to limit the rights of employees under the National Labor Relations Act to file a decertification petition.
  - O. Any labor organization that is aggrieved by any violations of this agreement shall have standing to bring suit in any court of competent jurisdiction to enforce the provisions of this agreement.
  - P. All schools or entities covered by this resolution shall require that any contractors or entities performing construction or related work on a school shall sign a project labor agreement for that work and pay at least the prevailing wage rate to all workers performing said work.
  - Q. All contractors providing educational, clinical, health, food service, custodial, transportation, construction, and security services on-site for the charter school shall, as a condition of such contract, consent to be bound by the terms of sections 4.G. through 4.P.