

Sample language of modified contract elements from existing CBAs, MOUs, or EWAs to support turnaround

Organized by the key conditions areas for turnaround, *People, Program, Time and Money*, **this tool offers sample language for each contract element** to serve as a model for modifications from a traditional CBA that may support a district’s turnaround efforts. Sample language is offered from existing provisions in district-wide collective bargaining agreements (CBAs), school-level election-to-work agreements (EWAs), and a memorandum of understanding (MOU) pertaining to a carve-out zone of schools operating under flexible conditions.

Language from the following contracts is included: Academic Leadership Community, a Los Angeles Unified School District (LAUSD) Pilot School, EWA; DC Public Schools district-wide CBA; Clark County, NV, Empowerment Schools carve-out zone; Duggan Middle School, a Commonwealth Pilot School, EWA; Green Dot Public Schools unionized charter network CBA; LAUSD Pilot Schools MOU; New Haven Public Schools “Turnaround Schools” carve-out zone; Pittsburgh Public Schools district-wide CBA and; Springfield Ball Charter School CBA.

Contract Elements:	Site and contract type	Contract language	Other models to reference for specified contract element
People			
Site-based personnel decisions	DC Public Schools CBA	<p>Article 4: Teacher Transfer Policy</p> <p>4.4 Mutual Consent</p> <p>4.4.1 No Teacher shall be placed at school without the Teacher’s and the Supervisor’s consent, except as provided for in this Agreement (“mutual consent”).</p> <p>4.5.4 Placement of Excessed Teachers</p> <p>4.5.4.1 The placement of excessed teachers shall be subject to the mutual consent policies outlined in this Agreement.</p> <p>Article 39: Reduction-in-Force, Abolishment and Furlough</p> <p>39.1 DCPS intends not to use the reduction in force (RIF) or abolishment procedures in cases commonly known as “Fall Equalization,” “Spring Excessing,” or in any other excess as defined in this Agreement. In these situations, DCPS intends to use the performance-based excessing and mutual consent provisions of this Agreement. (Collective Bargaining Agreement between the Washington Teacher’s Unino and the District of Columbia Public Schools, 2007-2012. 27, 29, 102)</p>	<ul style="list-style-type: none"> • New Haven: “Turnaround Schools” carve-out zone • Academic Leadership Community EWA • Clark County, NV: “Empowerment Schools” carve-out zone
School assignment	New Haven: “Turnaround Schools”	<p>Appendix A, II. Assignment and Transfer</p> <p>Teachers shall work in Turnaround Schools on a voluntary basis. When a school is designated as a Turnaround</p>	<ul style="list-style-type: none"> • Los Angeles Pilot Schools MOU

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	carve-out zone	School, existing staff will be invited to apply along with other staff, but the Principal shall have authority to determine which applicants will be accepted. After completing an initial two-year commitment to the school, teachers who request a transfer shall be transferred to other schools within the District without penalty, except that no teacher who is on a plan of improvement may transfer except with the permission of the Superintendent. After two years, standard transfer rights will apply. Upon transfer to a regular school (non-Turnaround), teacher compensation shall be what is paid at the regular school (Settlement Agreement between City of New Haven and New Haven Board of Education and New Haven Federation of Teachers, 2009. Appendix A, p. 3).	
Teacher Evaluation	Springfield Ball Charter School: unionized charter school CBA	<p>Article IX: Evaluation Procedure</p> <p>Section 9.1. Purpose. The purpose of this evaluation procedure is to acknowledge and reinforce commendable employment practices, to apprise employees of their strengths and weaknesses, and to assist the Board in making employment decisions concerning retention and promotion.</p> <p>Section 9.2. Evaluation of Certificated Employees. In accordance with Section 7.3 hereof, probationary certificated employees shall be evaluated at least twice during their first semester of employment. During the first three years of employment by the Board, certificated employees shall be evaluated by the Principal (or designee) at least annually. After three years of employment by the Board, employees shall be evaluated by the Principal (or designee) at least once every three years. Evaluations shall include classroom observations and may include such non-classroom observations and experiences as the Principal (or designee) shall deem necessary and appropriate to apprise employees of their performance/conduct strengths and weaknesses.</p> <p>Section 9.3. Evaluation of Non-Certificated Employees. In accordance with Section 7.3 hereof, probationary non-certificated employees shall be evaluated at least once during their first 90 days of employment. During the first 3 years of employment by the Board, non-certificated employees shall be evaluated by the Principal (or designee) at least annually. After 3 years of employment by the Board, employees shall be evaluated by the Principal (or designee) at least once every 3 years. Evaluations shall include such observations and experiences relevant to the work environment as the Principal (or designee) shall deem necessary and appropriate to apprise employees of their performance/conduct strengths and weaknesses.</p> <p>Section 9.4. Pre-Evaluation Notice. Prior to the commencement of evaluations of any employee during any year hereunder, a meeting will be held or such employee will be informed in writing by the Principal (or designee) about the evaluation procedures and instrument to be used. No evaluation shall take place until such notification has been accomplished. Any employee newly hired after the start of the school year shall be inserviced by the Principal (or designee) about the evaluation procedures and instrument to be used prior to the first evaluation of such employee.</p>	<ul style="list-style-type: none"> • Pittsburgh Public Schools: District-wide contract • Green Dot Public Schools: unionized charter network CBA • New Haven: “Turnaround Schools” carve-out zone

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<p>Program</p>		<p>Section 9.5. <u>Supplemental Evaluations.</u> In addition to the evaluations set forth above, the Principal (or designee) may conduct such additional evaluations as are deemed necessary and appropriate if performance and/or conduct deficiencies appear evident.</p> <p>Section 9.6. <u>Post-Evaluation Conference.</u> Evaluations shall be prepared in writing on the approved evaluation instrument and shall be followed by an evaluation conference between the employee and the Principal (or designee). Upon conclusion of the evaluation conference, the employee and the Principal (or designee) shall sign the evaluation, and the employee shall receive a copy of the evaluation. The signature of the employee shall not be construed as constituting the employee’s agreement with the content of the evaluation. The employee may submit a written response to any evaluation, which response shall be included with the evaluation in the employee’s personnel file.</p> <p>Section 9.7. <u>Application of Grievance Article.</u> The content of any evaluation or review shall not be subject to the grievance procedures set forth in Article VI hereof; provided, however, that the procedures contained herein shall be subject to such article.</p> <p>Section 9.8. <u>Unsatisfactory Evaluation.</u> In the event any employee shall receive an unsatisfactory evaluation, then the Principal (or designee) shall develop and implement a mandatory written performance improvement plan for the purpose of remediating deficient performance identified in the evaluation. For certificated employees such performance improvement plan may remain in effect for up to one academic year. For non-certificated employees such performance improvement plan may remain in effect for up to six months. Upon recommendation of the Principal, a consulting teacher may be assigned to work with a certificated employee who is subject to a performance improvement plan. The consulting teacher must be approved by the Principal and the President of the Association and shall be entitled to compensation as recommended by the Labor/Management Council and approved by the Board. If the employee shall fail to remediate deficient performance and the Principal shall recommend discharge to the Board, then the employee and Association shall be notified of such recommendation and shall be given at least 14 days’ advance written notice of the Board meeting at which the discharge recommendation shall be acted upon. The employee and/or Association shall have the right to meet with the Board prior to Board action in respect to such discharge recommendation.</p> <p>Section 9.9. <u>Evaluation Instruments.</u> Evaluation instruments used in respect to the evaluation of certificated and non-certificated employees shall be prepared by the Labor/Management Council and approved by the Board. (Collective Bargaining Agreement between Board of Directors of Springfield Ball Charter School and Springfield Ball Charter School Education Association, IEA-NEA, 2008-2013. 18-19).</p>	

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Site-based program decisions	New Haven: "Turnaround Schools" carve-out zone	<p>Introduction</p> <p>Turnaround Schools are those Tier III schools that are identified for reconstitution and that require both additional supports and flexibility. These schools need to be free to choose their own staffs, develop new cultures of successful performance and learning, redesign work rules, modify the length of the instructional day and year, scheduling, instruction programs and pedagogy (Settlement Agreement between City of New Haven and New Haven Board of Education and New Haven Federation of Teachers, 2009. Appendix A, 2).</p>	<ul style="list-style-type: none"> • Belmont Pilot Schools
Professional Development	Green Dot Public Schools: unionized charter network CBA	<p>Article XXXI—Professional Growth</p> <p>31.1 The parties to this agreement recognize that in order for Green Dot to maintain its organizational vigor and best serve its students it is necessary to develop a systematic, on-going, program of professional growth and development.</p> <p>31.2 The parties further recognize that the professional development of Green Dot faculty is both a personal and institutional responsibility of the unit members, their Asociación and the Board.</p> <p>31.3 The parties commit to jointly plan in-service programs that will further professional development of individual unit members and advance the mission of Green Dot.</p> <p>31.3.1 Not later than thirty (30) days following the commencement of each school year the Asociación and the Board will appoint not less than two (2) representatives each to a committee whose responsibilities shall be to develop in-service activities for that school year.</p> <p>31.3.2 Not later than thirty (30) days following the execution of this agreement the parties will meet to define the scope of the in-service program as it relates to the above objectives.</p> <p>31.3.3 It shall be the responsibility of the above committee to recommend to the Board a budget deemed appropriate to accomplish the jointly agreed to annual in-service activities.</p> <p>31.4 The parties to this agreement will work together to foster partnerships with institutions of higher education to provide resources for the development of Green Dot and its faculty members.</p> <p>31.5 It is the intent of the parties to maintain an on-going financial commitment to assist unit members in their formal professional development.</p> <p>31.5.1 Fairness and equal access to such assistance shall be deemed to be critical elements in the professional development assistance program.</p> <p>31.5.2 AMU unit members and Green Dot believe that making release time available to unit members to observe educational practices of their colleagues or other skilled practitioners is an important component of teacher professional development and it is the intent of the parties to include this practice within broader teacher professional development programs at each school site (Agreement between Green Dot Public Schools, a California</p>	<ul style="list-style-type: none"> • Academic Leadership Community EWA • DC Public Schools CBA

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Contract Elements:	Site and contract type	Contract language	Other models to reference for specified contract element
Work Rules	Green Dot Public Schools: unionized charter network CBA	<p>not-for-profit corporation, and the Asociacion de Maestros Unidos/CTA/NEA, 26-27).</p> <p>Article VI—Work Year and Hours of Employment</p> <p>6.2 Work Day</p> <p>6.2.1 The professional workday shall include the student day, staff meetings and time needed for preparation. Once a week, students will have a shortened day while teachers meet and plan together for an allotted amount of time set by each site. A committee made up of site administrators and teachers will create the staff development calendar for these meetings. If meetings are held in the morning, teachers will be released a reasonable amount of time before the start of school. In addition, staff meetings may be called after school to take up school business that was otherwise not completed in the regularly scheduled meetings. It is at the discretion of the Principal to cancel these meetings.</p> <p>Article IX—Professional Responsibilities</p> <p>9.1 It is understood and agreed that the AMU retains the power and authority to lead students to academic success; work collaboratively and team teach; participate in school leadership and parent outreach; and organize students toward community service. To the extent possible input from the Board will be considered for all issues when appropriate.</p> <p>9.2 The AMU retains the right to question policies and decisions and will expect in situations where mistakes are made that remedies will be discussed and worked out for future so that mistakes will not be repeated. The AMU understands that in the formative years of a school, certain flexibilities are necessary to build a school. The AMU recognizes that for Green Dot Public Schools to succeed the AMU and the Board must maintain fluid communication and a willingness to work out issues and concerns with students’ interests at the basis of each decision.</p> <p>Article XVI—Class Size</p> <p>16.1 The Board shall maintain a staffing ratio of no more than twenty-four (24) pupils to one full time classroom teacher.</p> <p>16.2 If any individual class exceeds thirty-three (33) students, there will be a conference between the affected teacher and the principal. Through this dialogue options will be discussed to offer amelioratory measures, e.g., lower class sizes in other sections, instructional aide support, limited adjunct supervisory duties, additional curricular support materials, and other ideas which may come into the discussion.</p> <p>(Agreement between Green Dot Public Schools, a California not-for-profit corporation, and the Asociacion de Maestros Unidos/CTA/NEA, Effective through June 30, 2010, 4, 6, 7, 13).</p>	<ul style="list-style-type: none"> • Academic Leadership Community EWA • Clark County, NV: “Empowerment Schools” carve-out zone
Time			

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Expanded School Day/Year	Clark County, NV: Empowerment Schools carve-out zone	<p>IV. Work Year, Work Day, Etc.</p> <p>A. Prior to electing to work at a Turnaround School, teachers shall be informed of plans for the school, including relevant information about working conditions and compensation. Teachers shall sign an Election to Work Agreement, which sets forth the working conditions at their school. The Election to Work Agreement shall include the following information:</p> <ul style="list-style-type: none"> A. The vision and expected instructional program of the school. B. The hours of instruction and school day with expected degrees of flexibility. C. The length of the school year and the school calendar. D. The expected length of time teachers may be required to be present in the school outside the normal instructional day. E. The commitment to remain in the school for at least two years. F. Any compensation programs that apply to the particular school different from the standard compensation schedule. <p>(Settlement Agreement between City of New Haven and New Haven Board of Education and New Haven Federation of Teachers, 2009. Appendix A, p. 3).</p>	<ul style="list-style-type: none"> • Academic Leadership Community EWA • New Haven: “Turnaround Schools” carve-out zone
Use of Time	Duggan Middle School: EWA	<p>3) Terms of Employment</p> <p>The Memorandum of Understanding (SPS-SEA) states that a teacher work year schedule (including length of work year, length of work day, professional development time in and out of school, and summer work) shall be annually approved by the Governing Board of Duggan Middle School and approved by secret ballot vote of the SEA members at Duggan Middle School in the form of an “Election to Work Agreement” (Duggan Middle School Work Election Agreement 2009-2010 School Year, 2).</p>	<ul style="list-style-type: none"> • New Haven: “Turnaround Schools” carve-out zone
Money			
Compensation	Pittsburgh Public Schools: CBA	<p>E. Students & Teachers Achieving Results (STAR) PPS School-Based Performance Pay Plan</p> <p>PPS Schools that create a culture of collective problem-solving in order to achieve significant gains in student achievement as compared to schools State-wide or, in the case of PPS secondary schools, demonstrate significant student growth, will be rewarded for those efforts in the District’s STAR Schools Plan. District and PFT representatives, including practicing teachers, will engage in preparation and planning during the 2010-2011 school year for the launch of STAR Schools plan at the start of the 2011-2012 school year. Planning will encompass refinement of the provisions below, as well as implementation details. Preparation and planning will also occur to determine how to include the district’s three special education center schools, Conroy, McNaugher, and Pioneer. Consideration will also be given for the inclusion of the Student Achievement Center in the STAR Plan. (Tentative</p>	<ul style="list-style-type: none"> • Clark County, NV: “Empowerment Schools” carve-out zone • New Haven: “Turnaround Schools” carve-out zone

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		<p>Agreement, 2. Further provisions detailed on pages 2-3).</p> <p>F. VIEW (Voluntary Incentive Earnings at Work) from Pittsburgh Pay Program for Current Teachers in Positions Requiring Certification and Employed as of June 30, 2010</p> <p>During the 2010-2011 school year, a team of twelve teachers and two administrators will work together after school hours to study individual performance pay programs and to refine the pilot Pittsburgh VIEW Pay Program. VIEW design team members will be chosen through nomination of teachers from schools and all school levels will be represented. PFT participants will receive a stipend for their involvement. The VIEW Pay Program must be a thoughtful and long-term project planned and launched by our own teachers with District support over a carefully scheduled and monitored timeline. If more than the maximum number of teachers volunteer to participate in the pilot program, a random selection of volunteers will take place. Teachers at the top of the salary schedule who choose to participate in and are selected for the limited pilot plan will relinquish the negotiated increment at the top of the salary schedule. In place of those increments, 40% of the bonus will roll to the base salary schedule annually. For tenured teachers on internal steps of the salary schedule, step advancement will continue, and no portion of the earned bonuses would roll to the salary step... the range of the VIEW Pay Program bonus will be up to a maximum of \$8000 per volunteer annually.</p> <p>I. Career Ladder Provisions</p> <p>The following provisions will be embedded in the collective bargaining agreement for teachers:</p> <ol style="list-style-type: none"> 1. Career Ladder positions will be a promotional opportunity for teachers based on Career Ladder selection criteria and process. In all cases, such teachers will have a proven record of advancing student learning, possess appropriate certification, and have teaching experience commensurate with individual Career Ladder role requirements. They will receive additional compensation, as well as additional responsibilities and status. Right of return is not applicable. 2. Teachers may apply for several Career Ladder positions, but they may only hold one (1) position at a time. 3. Career Ladders positions will have Career Ladder differentials for the responsibilities associated with the roles. Annual differentials for Career Ladder positions are as follows: <ul style="list-style-type: none"> \$13,300 Clinical Resident Instructors (207 workdays/eight hour day) \$12,200 Turnaround Teachers (198 workdays/eight hour day) \$11,300 ITL2s (202 workdays/eight hour day) \$9,300 Learning Environment Specialists (197 workdays/eight hour day) \$9,300 Promise Readiness Corps (197 workdays/eight hour days) 	

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		<p>(+ Cohort Bonus)</p> <ol style="list-style-type: none"> 4. All Career Ladder positions will have a term of three (3) years, except for the PRC where the term will be two (2) years encompassing the 9th to 10th grade loop. Voluntary transfers during the Career Ladder term will not be honored. 5. A fifth domain of the RISE Rubric, containing the leadership qualities and role responsibilities specific to Career Ladder roles, will be developed collaboratively by the RISE Design Team. Principals will use the “Five Domain Rubric” to evaluate the performance of Career Ladder teachers in their buildings. During supported growth years, only the fifth Career Ladder Domain will be used for the formal evaluation process. Career Ladder teachers must have a preponderance of proficient and distinguished performance in the fifth domain in order to continue, from one year to the next, in a Career Ladder Role. Career Ladder teachers not meeting this standard for continuance will be considered as displaced teachers in order to obtain a position for the subsequent school year. 6. Career Ladder teachers who wish to continue in the role for a subsequent term and who have met the expectations and standards for the positions, including the maintenance of the effective status, must confirm a desire to fulfill a new term in order to continue. 7. In order to accommodate Career Ladder positions, vacancies at the school occurring through attrition will not be filled. If additional openings are necessary to accommodate the placement of Career Ladder positions, they will be obtained through the offer of involuntary transfers for currently teachers at the school (accepted in reverse building seniority order i.e., most senior first). Any remaining positions needed would occur through the use of building seniority displacements. <p>(Teachers/Professionals Tentative Collective Bargaining Agreement between the Pittsburgh Federation of Teachers and the Pittsburgh Board of Public Education, July 1 2010- June 30, 2015, 2-3, 6-7)</p>	
School-level budgeting	Los Angeles Pilot Schools: MOU between LAUSD and UTLA	<p>IX. Funding of Pilot Schools Pilot schools shall be funded through a lump sum per-pupil budget, as well as central and local discretionary services, plus a start-up supplement (MOU between LAUSD and UTLA, Los Angeles Pilot Schools Agreement, December 2, 2009. 5).</p>	<ul style="list-style-type: none"> • New Haven: “Turnaround Schools” carve-out zone
Incentives	Green Dot Public Schools: unionized charter network CBA	<p>Article XXVI. Leave Provisions 26.1.2 Unit members with perfect attendance will be awarded a 20% bonus of their 10-unused leave days at the end of the year. Percentage will be based on substitute rate. (Agreement between Green Dot Public Schools, a California not-for-profit corporation, and the Asociacion de Maestros Unidos/CTA/NEA, Effective through June 30, 2010, 20-21).</p>	<ul style="list-style-type: none"> • Pittsburgh Public Schools: District-wide CBA

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<p>Other</p> <p>Grievances</p>	<p>Academic Leadership Community: EWA</p>	<p>Dispute Resolution Processes: If a dispute cannot be resolved after a reasonable amount of effort, then the following procedure should be followed:</p> <ol style="list-style-type: none"> 1. The dispute shall be presented in writing to the ALC Administrative Lead or a Lead Teacher(s). 2. The teacher will meet with the Administrative Lead, or in the event that the conflict is with the Administrative Lead, with the Lead Teacher(s) to address concerns about the school’s work rules and attempt to reach a resolution. The conversation and meeting results will be documented and signed by all parties. The teacher will have the opportunity to bring another colleague or school site representative to the meeting for support and advice. All meetings regarding disputes shall be kept confidential. 3. If the meeting with the Administrative Lead or Lead Teacher(s) does not result in a satisfactory resolution, the teacher may present the concern to the Co-Chair of the Governing Board. The conversation and meeting results should be documented and signed by all parties. The teacher should have the opportunity to bring another colleague or school site representative to the meeting for support and advice. All meetings regarding disputes shall be kept confidential. 4. If the dispute resolution within the school fails to uphold the democratically negotiated and ratified election-to-work agreement, a committee made up of BZC staff, a UTLA representative, and a member of the ALC Governing Board will serve as an appeal board. The conversation and meeting results should be documented and signed by all parties. The teacher should have the opportunity to bring another colleague or school site representative to the meeting for support and advice. All meetings regarding disputes shall be kept confidential. The decision of this joint appeal board shall be final. <p>Equity Issues: No person shall be discriminated against based on race, gender, religion or sexual orientation. If a staff member has concerns related to equity issues at the school, that staff member should follow the dispute resolution process or report concerns to the appropriate UTLA or LAUSD offices (Academic Learning Community EWA, 4-5).</p>	<ul style="list-style-type: none"> • Green Dot Public Schools: unionized charter network CBA • DC Public Schools CBA
<p>Third party involvement</p>	<p>New Haven: “Turnaround Schools” carve-out zone</p>	<p>Introduction It is expressly agreed that Turnaround Schools shall remain public schools within the district and that employees shall maintain their representation by the New Haven Federation of Teachers. In order to achieve flexibility, the Parties agree that Turnaround Schools must be free from many Board regulations and policies and from many sections of the Parties’ collective bargaining agreement. Such schools may be designated for operation by third party managers and may be or have the characteristics of in-district charter schools. To that end, the Parties agree</p>	

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Election to Work Agreement	New Haven: "Turnaround Schools" carve-out zone	<p>that the Board/Superintendent, through contracts with third party school operators, may delegate its authority to manage and direct teachers in the operation of the school, consistent with this Appendix and the Agreement of which it is a part (Settlement Agreement between City of New Haven and New Haven Board of Education and New Haven Federation of Teachers, 2009. Appendix A, p. 2).</p> <p>IV. Work Year, Workday, etc.</p> <p>A. Prior to electing to work at a Turnaround School, teachers shall be informed of plans for the school, including relevant information about working conditions and compensation. Teachers shall sign an Election to Work Agreement, which sets forth the working conditions at their school. The Election to Work Agreement shall include the following information:</p> <ul style="list-style-type: none"> • The vision and expected instructional program of the school. • The hours of instruction and school day with expected degrees of flexibility. • The length of the school year and the school calendar. • The expected length of time teachers may be required to be present in the school outside the normal instructional day. • The commitment to remain in the school for at least two years. • Any compensation programs that apply to the particular school different from the standard compensation schedule. <p>The Election to Work Agreement shall clearly state that teachers should expect year-to-year, or even intra-year, flexibility in aspects of their duties and program not covered by the agreement, including but not limited to timing/scheduling of faculty meetings to respond to school conditions, and/or scheduling and manner of professional and staff development (Settlement Agreement between City of New Haven and New Haven Board of Education and New Haven Federation of Teachers, 2009. Appendix A, p. 4).</p>	<ul style="list-style-type: none"> • Belmont Pilot Schools, MOU between LAUSD and UTLA
Process for on-going collaboration	Green Dot Public Schools: unionized charter network CBA	<p>Article XXXVI—Term</p> <p>This agreement shall remain in full force and effect up to and including June 30, 2010; and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing of its request to modify, amend or terminate the Agreement (Agreement between Green Dot Public Schools, a California not-for-profit corporation, and the Asociacion de Maestros Unidos/CTA/NEA, Effective through June 30, 2010, 29).</p>	<ul style="list-style-type: none"> • Pittsburgh Public Schools: District-wide contract