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MEDIA STATEMENT

Statement Regarding National Labor Relations Board, Chicago ACTS and Urban Prep Settlement

Statement Attributable to Evan Lewis, Chief Operations Officer, Urban Prep Academies

Region 13 of The National Labor Relations Board (NLRB) issued a complaint against Urban Prep Academies, alleging that Urban Prep had an obligation to bargain over its decision not to invite 15 teachers back for the 2015-2016 school year, that Urban Prep refused to provide Chicago ACTS (an affiliate of the American Federation of Teachers and third-party union representing Urban Prep teachers) with information requested for the purpose of collective bargaining, and dismissed one teacher as a result of his organizing efforts.

It's important to note that as a matter of law, the complaint is not an official finding of wrongdoing. An Administrative law judge, rather than the NLRB, decides whether allegations are supported after an evidentiary hearing. Here, Urban Prep denied and continues to deny all of the material allegations raised in the NLRB's complaint.

Urban Prep has always respected teachers' right to unionize, and as such, would never dismiss any teacher because of his or her organizing activity. Each year, Urban Prep reviews its enrollment projections, anticipated budget for the following school year, and employees' performance, and makes staffing decisions based on these legitimate assessments. Although Urban Prep believes it would have prevailed had this matter gone to a hearing, such a process, including likely appeals by whichever party does not prevail, can take years and would require significant legal expenses. As fiscal stewards of Urban Prep Academies, we determined that it was in the best interest of our students and schools to avoid additional disruption and longer-term expenses that would be certain if these matters were litigated to conclusion. Rather, Urban Prep decided to resolve this matter by entering into two settlement agreements: one with the Board and one with the union and the teachers who were named in the charge.

The settlement involved 15 teachers who were terminated. Many of them were terminated due to a curriculum restructuring; others were terminated for performance reasons. The NLRB argued that Urban Prep was required to bargain with the teachers over all of these decisions, even though the union was not certified until after these decisions were made.

Nonetheless, settling had several benefits to Urban Prep. First, it allowed Urban Prep to protect its students and mission by not bringing back to work teachers who it felt did not best meet the needs of its students. Moreover, the two teachers who were brought back are filling open positions at campuses for which Urban Prep would have had to hire anyway. Finally, Urban Prep expressly denied any wrongdoing and does not admit to any violations of the law. Finally, this settlement agreement allows Urban Prep to preserve the jobs of current Urban Prep

teachers who we would have to dismiss in order to re-employ any of these teachers involved in the NLRB complaint.

It's also important to note, that although Chicago ACTS initially alleged that three of its employees were dismissed in retaliation for their union activity, with respect to two of the charges, the Board correctly determined that there was insufficient evidence to support those allegations. In the case of the third individual (whom Urban Prep considered a manager and therefore not a member of the union), Urban Prep denies any retaliatory motive and that issue was not resolved in light of the settlement. Urban Prep repeatedly informed its employees that it supported their right to form a union and did not engage in any retaliatory activity.

Urban Prep Academies has and will continue to make personnel and administrative decisions based on the best interest of our students and schools. We are regularly meeting and making progress in our negotiations to achieve our first teacher contract agreement with Chicago ACTS.

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