

MEMORANDUM OF UNDERSTANDING

04/28/2011

This Memorandum of Understanding ("MOU") is entered into by the Board of Education of the City of Peoria, District #150 ("Board") and the Peoria Federation of Teachers Local #780, IFT, AFT, AFL-CIO ("Union") on behalf of Trewyn and amends the current collective bargaining agreement (the "Contract") between the parties effective from July 1, 2011 going forward. This MOU is made in response to the provisions of the No Child Left Behind Act ("NCLB"), Illinois School Code, Illinois Administrative Code, which due to Trewyn School's failure to make Adequate Yearly Progress for five consecutive years require the District and school to undergo a program change or face other more radical changes.

Except as modified by the provisions of this MOU, the provisions of the Contract and any successor contract entered into by the parties shall be binding on the parties and all of the benefits and protections set forth in the Contract or any successor contract shall accrue to the benefit of bargaining unit members assigned to Trewyn School. To the extent that any provision of the Contract or any successor contract is in conflict with this MOU, this MOU shall govern. The term of this MOU shall be from July 1, 2011 through June 30, 2014.

With respect to the operation of Trewyn (K-8) and the rights and responsibilities of bargaining unit members assigned to Trewyn, the following numbered provisions shall govern and shall supersede any provision in the Contract or successor contract that is in conflict therewith. As used herein the term "teacher(s)" shall apply to all bargaining unit members assigned to Trewyn unless the context clearly indicates otherwise.

1. ARTICLE VII, K of the Contract shall not apply to teachers assigned to Trewyn. The normal hours of work for teachers assigned to Trewyn shall be equal to contractual hours, inclusive of a 30 minute duty free lunch, but not necessarily on the same schedule as other schools. The Board acknowledges that for the re-programming of Trewyn to succeed a professional learning environment must be established with the support of the faculty. Although the Principal shall retain the final decision-making authority, the Principal shall collaborate with staff regarding flexible hours to meet the needs of students, preparation schedules for teachers and faculty meetings outside of the normal workday. Advance notice of faculty meetings shall be given whenever possible.

2. In addition to the 176 pupil contact days and four institute days, teachers will be available for another 30 hours each school year to be worked over a period of 10 work days or less. (As an example: an average of 6 hours/day for 5 days = 30 hours). The calendar for Trewyn will be determined through collaboration between the Trewyn staff and the Principal. Likewise, the use of and the scheduling of the additional 30 hours will be determined through collaboration between the Trewyn staff and the Principal. The intent of this provision is to foster a professional learning environment where the faculty and administration not only collaborate to establish the school calendar, but also collaborate to determine the use of the 30 hours that will most likely

enhance student achievement. This approach recognizes that teachers at Trewyn choose to be part of the re-programming of Trewyn and that faculty and administration alike are committed to bringing about positive change at a school that has been failing.

3. The normal teacher work day would involve the elimination of the Wednesday professional development for Trewyn teachers. In addition to the 30 hours of professional development before the school year, Trewyn teachers will attend professional development during the school year. Any professional development during the school year beyond contractual language will be compensated at the contractual professional development rate. As part of the professional development during the year of this agreement, at least one half hour each week may be set aside for parent contact. Supervision duties for teachers will be assigned on a rotational basis and will not be assigned during parent contact time.

4. Incentive for Trewyn - The District and Union have adopted an incentive for acquiring competent, highly qualified teachers. This amount, \$2,500 is an incentive created to attract teachers to work within Trewyn's new program. It is solely based on the teacher's participation within the program and not tied to academic achievement. All teachers are eligible for the incentive provided that earning this incentive does not cause the district to incur a penalty. For those Teachers entering into or in a Retirement Incentive Year under Article IX, Section J of the Contract, the District shall not be subject to penalty under regulations of the Teacher Retirement System due to additional compensation resulting from implementation of the agreed upon matrix. Adjustment(s) shall be made to the Retirement Incentive value to ensure the District incurs no penalty. The district and the union will work together to investigate Teacher Retirement Guidelines to avoid penalty.

The District shall split the stipend into two payments which will be paid in proportion to the teacher's participation in the program. These two payments shall be paid at the end of each semester or at the end of the teacher's participation in the program.

5. ARTICLE VII, N, O and S of the Contract shall not apply to teachers assigned to Trewyn. If the librarian for Trewyn is a member of the bargaining unit, then ARTICLE VII, N would apply.

6. ARTICLE VII, T of the Contract shall not preclude efforts to limit class size at Trewyn.

7. No teacher who has entered into the retirement incentive program prior to beginning an assignment at the reprogrammed Trewyn shall be eligible for the additional compensation set forth in item 12 below if it causes penalty for the district. No teacher who has entered into the retirement incentive program prior to beginning an assignment at the reprogrammed Trewyn shall be required to attend professional development without compensation that alters the teacher's incentive.

8. To accommodate the Trewyn's programming, ARTICLE XI of the Contract is modified to read as follows:

ARTICLE XI
TRANSFER AND REDUCTION IN FORCE OF STAFF MEMBERS

- A. Teacher Opt Out – Tenured teachers shall notify the building principal and Human Resources, in writing, by March 1 of the given school year if they decide to leave Trewyn. Teachers providing such notice shall be entitled to rights described in the Collective Bargaining Agreement under Article XI. Involuntary Transfers, C – Displaced by Program Change.

- B. ARTICLE XI of the Contract, as modified by this MOU, gives the Principal of Trewyn the authority to cause the involuntary transfer from Trewyn of a teacher at the end of a school year and such an involuntary transfer is not subject to the grievance procedure provided the following guidelines are met. While the parties recognize the importance of staffing Trewyn with teachers who are a good fit, they also recognize teachers should be given timely information about concerns that may affect their placement. Therefore, teachers shall be informed as soon as practical of possible concerns. No later than December 1, the teacher shall be given written notice whenever there exists a concern that may, if not remedied, lead to an involuntary transfer. Further, teachers shall receive a second written notice of a pending involuntary transfer no later than February 28 so that the teacher will have the opportunity to apply for any vacancy that may arise. Upon receiving written notice of a pending involuntary transfer, a teacher may appeal the pending involuntary transfer to the Superintendent. The teacher must notify the Superintendent or designee in writing within two workdays if the teacher disagrees with the Principal's decision to transfer the teacher from Trewyn. The Superintendent or designee shall within two workdays of receiving the written notice of appeal of the involuntary transfer schedule a meeting with the teacher, the PFT President, the Principal of Trewyn and the Director of Human Resources to review the pending involuntary transfer. The Superintendent or designee's decision shall be communicated to the teacher within two workdays of the meeting. The Superintendent or designee's decision shall be final. A teacher who is involuntarily transferred under this provision shall be deemed to be a teacher displaced by a program change and therefore subject to the provisions of Article XI, Involuntary Transfer, C.

10. Neither the results of the review referenced in ARTICLE V, K or the results of a formal evaluation undertaken pursuant to the evaluation plan and tool developed pursuant to ARTICLE VII, P shall preclude the involuntary transfer from or removal from a position at Trewyn School.

11. ARTICLE XIII, B of the Contact shall not apply to Trewyn.

12. Full time Trewyn teachers shall, in addition to compensation due pursuant to the salary schedule, Appendix A, and any stipend due pursuant to Appendix B or Appendix C, or any stipend due pursuant to ARTICLE IX, N of the Contract, be paid for:

- (i) professional development time at the rate set forth in Article VII(C)4

Dated this _____ day of May, 2011.

For the Peoria Federation of Teachers
IFT, AFT, AFL-CIO

For the Board of Education
School District #150