

## MEMORANDUM OF UNDERSTANDING

9/28/10

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, IFT, AFT, AFL-CIO ("Union") and amends the current collective bargaining agreement (the "Contract") between the parties effective from July 1, 2009 through June 30, 2011. This MOU is made in response to the provisions of the No Child Left Behind Act ("NCLB"), Illinois School Code, 1003g School Improvement Grant funding, the Performance Evaluation Reform Act 2010 and Illinois Administrative Code, which due to Manual High School's failure to make Adequate Yearly Progress for several years require the District to undergo a restructuring 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 Manual High School ("Manual"). To the extent that any provision of the Contract or any successor contract is in conflict with this MOU, this MOU will govern. The term of this MOU shall be from September 28, 2010 through June 30, 2013.

With respect to the operation of Manual and the rights and responsibilities of bargaining unit members assigned to Manual, 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 Manual unless the context clearly indicates otherwise.

1. ARTICLE VII, K of the Contract shall not apply to teachers assigned to Manual. The normal hours of work for teachers assigned to Manual shall be 7 hours and 30 minutes. The Board acknowledges that for the turn-around of Manual 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. For 176 pupil contact days the teachers' work day shall be 7 hours and 30 minutes. In addition to the 176 pupil contact days and four institute days, teachers will be available for another 90 hours each school year to be worked over a period of 15 work days or less. (As an example: an average of 6 hours/day for 15 days = 90 hours). The calendar for Manual will be determined through collaboration between the Manual staff and the Principal. Likewise, the use of and the scheduling of the additional 90 hours will be determined through collaboration between the Manual 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 90 hours that will most likely

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

The work year for resident counselors, psychologists, and social workers assigned to Manual shall be 190 days and the work year for transitional specialists assigned to Manual shall be 215 days. The work day for these categories of employees shall be seven hours and thirty minutes. Further, at the discretion of the Principal, resident counselors, psychologists, social workers, and transitional specialists may be required to work an additional 30 hours each school year to be worked over a period of five (5) work days or less, to be paid at the rate set forth in Article VII, C, 4 of the Contract.

Rather than Appendix B, the provisions of the first paragraph of this numbered item 2 and the preceding numbered item 1 generally applicable to teachers shall govern the work year and work day of speech pathologists assigned to Manual.

Manual teachers shall receive one additional sick leave day per year.

3. Incentive for Enhanced Student Performance - The District and Union have adopted a matrix for use in determining supplemental compensation beyond salary. The level of supplemental compensation shall be based upon factors which impact student achievement, with student growth being the greatest component considered. The matrix takes into account and rewards increases in A) student graduation rate, B) attendance rate, C) teacher/parent contact and D) strong student achievement growth. A joint committee of administration and teachers shall review the data analysis generated through use of the matrix to determine if the agreed upon standards have been met. 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. Attached Appendix A is the matrix agreed upon by the parties.

The District and the Union shall review the effectiveness of matrix implementation at the end of the first year of operation under the School Improvement Grant with agreed upon adjustment(s) being made in the second year of operation.

4. ARTICLE VII, N, O and S of the Contract shall not apply to teachers assigned to Manual.

5. Article VII P of the Contract shall not apply to teachers assigned to Manual during the 1003g School Improvement Grant funding (SIG) implementation years. In academic year 1 of SIG implementation (2010-2011), the Consortium for Educational Change, Peoria District 150 and the Peoria Federation of Teachers will work collaboratively to develop and train teachers in a new teacher evaluation model

consistent with the Performance Evaluation Reform Act 2010. In Year 2 of SIG implementation (2011-2012), the Consortium for Educational Change(CEC), Peoria District 150 and the Peoria Federation of Teachers will work collaboratively to implement the new teacher evaluation tool for the certified staff at Manual. In Year 3 of SIG implementation (2012-2013), the new teacher evaluation tool will include a student achievement component as required by 1003g School Improvement Grant funding and consistent with the Performance Evaluation Reform Act 2010. The new evaluation instrument developed by CEC, Peoria District 150 and the Peoria Federation of Teachers shall have the same force and effect under this Memorandum of Understanding as the evaluation program existing under the Contract for bargaining unit members assigned to other District buildings.

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

7. ARTICLE VII, V of the Contract shall not apply at Manual. In lieu thereof preparation period activities shall be subject to the provision following.

During preparation periods and when teachers are not primarily engaged in classroom activities, a teacher shall be engaged in any of the following activities that the teacher may choose:

- a. Planning and preparation of educational materials.
- b. Participating in parent/teacher meetings.
- c. Tutoring of students.
- d. Assisting other staff members.
- e. Evaluating recent educational research and devising implementation strategies.
- f. Collaborating with colleagues.
- g. Analysis of student achievement and behavioral data.
- h. Preparation for differentiation of instruction.
- i. Cross curricular collaborations.
- j. Co-teaching instructional planning.

- k. Engaging in other activities whose purpose is to enhance student achievement, including the professional growth of the teacher.

The administration may occasionally (but not more than twice per month) prescribe an activity designed to enhance student achievement, including professional growth of the teacher. Administrators shall provide staff with timely notice of such activities.

8. No teacher who has entered into the retirement incentive program prior to beginning an assignment at the restructured Manual shall be eligible for the additional compensation set forth in item 13 below. Teachers who do not promise to continue teaching within the District for at least another five years, barring a life altering occurrence, shall not be assigned to Manual.

9. To accommodate the Manual restructuring, ARTICLE XI of the Contract is modified to read as follows:

ARTICLE XI  
TRANSFER AND REDUCTION IN FORCE OF STAFF MEMBERS

- A. Voluntary Transfers – The building principal has the authority to make reassignments that involve no changes in classification within his/her own staff before declaring positions vacant. The principal shall complete reassignments within his/her school within fifteen (15) days after he/she is notified of the vacancy. After completing reassignment, if any, the principal shall notify the Director of Human Resources of any vacancy which exists.
- B. Notice of Vacancy – The Administration will post a list of all vacancies daily on the bulletin board in the foyer of the Administration Building and on its website and will publish a list of all existing vacancies in each weekly issue of the Staff Newsletter from October 1, until the end of the school year. No vacancy shall be filled before it is posted. Posting of the vacancy must be accomplished ten (10) school days prior to the filling of such vacancy except in areas of demonstrated need.
- C. Eligibility – Any staff member who has completed his/her second probationary year with District #150 shall be eligible to apply for transfer.
- D. Applications
  - 1. Applications for transfer will be submitted to the Director of Human Resources, with a copy to the Principal. Forms for applying for transfers may be obtained from the principal's office or the Human Resources office.

2. All transfer applications will normally apply only to the subsequent school year. However, a transfer may be made at any time should it be deemed in the best interest of the School District.
3. Transfer applications for the upcoming school year must be submitted no later than July 15 each year. These applications will remain in effect until the following October 1.

E. Criteria – Criteria for evaluating transfer requests will include:

1. Years of teaching experience.
2. Subject or grade level.
3. Type of teaching certificate.
4. Number of transfer requests from the same school.
5. Number of transfer requests in the District.
6. Extracurricular supervisory needs of a particular building.

The parties acknowledge that additional criteria shall be established for Manual High School.

F. Final Decision – The final decision on a transfer application will be made by the Director of Human Resources. The Principal shall have input into the final decision. Unsuccessful applicants for a specific vacancy will be notified.

G. Filling Vacancies – Present staff members of District #150 will be given preferential consideration for any vacancies which occur at District #150 schools other than Manual High School. However, decisions shall be based upon what is in the best interests of students. A district tenured teacher who has been displaced because of program change or reduction in force does not immediately have priority to a teaching position at Manual over a non-tenured teacher.

H. Teachers Displaced by Program Change – Any tenured teacher, displaced as a result of a program change, shall have the right to apply for his/her top three choices of posted vacancies that he/she is certified to teach. Interviews will be guaranteed for these three positions. The interviewing principals will make their recommendations to the Superintendent or his/her designee. In the event the individual is recommended for more than one of the three positions, the teacher shall select his/her preference. In the event the individual is not recommended for any of the three positions, the Superintendent or his/her designee shall offer them one of the three positions. If four or more displaced teachers select the same three positions, the three most senior teachers will be given preferential

treatment and granted the three interviews. Those remaining teachers will then apply for their next top three choices following the previously stated process. Interviews and recommendations must be made by June 30. Notwithstanding the foregoing, a teacher shall not be guaranteed an interview or placement at Manual.

I. Involuntary Transfer – An involuntary transfer shall mean the transfer of a staff member from one building to another. The Superintendent or his designee has the authority to make an involuntary transfer. Additionally, the Principal of Manual High School shall have authority to cause the involuntary transfer from Manual High School of any teacher at the end of a school year. Involuntary transfers of staff members from any District #150 school other than Manual High School shall be subject to the following restrictions:

1. Reduction of enrollment.
2. Physical plant limitations.
3. Program changes.
4. Budget limitations.
5. Changes in boundaries.
6. Reasonable recommendations of the building principal.
7. Other sound educational reasons.

Staff members at District #150 schools other than Manual High School will be selected for involuntary transfer according to the following criteria which are listed in the order to be followed:

1. Staff qualified to teach in a department with the least continuous District seniority.
2. According to the least academic preparation.
3. According to teaching experience within the content area.

Since there may be some unusual teaching combinations which are necessary to offer a comprehensive program in a school, retention of teachers to fill these positions must have the approval of the Director of Human Resources. The master schedule and department assignment is the responsibility of the principal. Leaves granted by the Board shall not disrupt continuous seniority. Leave time, except sabbatical leave, shall not be applied to seniority accrued.

The reason for the involuntary transfer shall be in writing to the staff member affected. All involuntary transfers will be made in accordance with the Illinois School Code.

Teachers involuntarily transferred:

1. Will be notified of the vacancy according to the agreement between the Peoria Federation of Teachers and the Board of Education.
2. Shall be given preferential consideration for any vacancy of their choice at a District #150 school other than Manual High School.
3. A teacher not assigned to a position by July 15, may be placed by the Director of Human Resources at any District #150 school.

A staff member being involuntarily transferred, except for those involuntarily transferred from Manual High School, has the right to appeal the transfer through the grievance procedure. Involuntary transfers from Manual High School shall not be subject to the grievance procedure.

Whenever a staff member makes a complaint about the conduct of a co-worker in the same building or department and there is a determination that the individuals involved should not continue working together, the principal or supervisor may exercise his or her discretion to request the transfer of the less senior staff member to another building or department and such transfer shall not be grievable.

- J. 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 Manual because of the Turnaround Model. 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.

10. ARTICLE XI of the Contract, as modified by this MOU, gives the Principal of Manual the authority to cause the involuntary transfer from Manual of a teacher at the end of a school year and such an involuntary transfer is not subject to the grievance procedure. While the parties recognize the importance of staffing Manual 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 and no later than January 15<sup>th</sup> 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 March 15<sup>th</sup> 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 in writing within two workdays if the teacher disagrees with the Principal's decision to transfer the teacher from Manual. The Superintendent 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 Manual and the Director of Human Resources to review the pending involuntary transfer. The Superintendent's decision shall be communicated to the teacher within two workdays of the meeting. The Superintendent'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.

11. 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 item 5 of this Memorandum of Understanding shall preclude the involuntary transfer from or removal from a position at Manual High School. Teachers who are involuntarily transferred from Manual may also lose their coaching position at Manual.

12. ARTICLE XIII, B of the Contract shall not apply to Manual.

13. Full time Manual 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 and

(ii) additional days of instructional time at the rate set forth in Article VII(L).

14. The District and the Union shall annually conduct or cause to be conducted, a survey of the teachers at Manual for feedback as to the effectiveness of the SIG Turnaround Model. The Union shall have input into development of the survey tool. The parties may opt to have an external evaluator administer the survey and compile the data from the survey to be shared with District Administration and the Union.

Dated this \_\_\_\_\_ day of September, 2010.

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

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For the Board of Education  
School District #150

