

MEMORANDUM OF UNDERSTANDING

9/8/2011

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 Peoria High School and amends the current collective bargaining agreement (the "Contract") between the parties effective from July 1, 2011 going forward.

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 Peoria High. 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 Peoria High and the rights and responsibilities of bargaining unit members assigned to Peoria High, 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 Peoria High unless the context clearly indicates otherwise.

1. ARTICLE VII, K of the Contract shall not apply to teachers assigned to Peoria High. The normal hours of work for teachers assigned to Peoria High shall be equal to contractual hours. The Board acknowledges that for Peoria High 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 equal to that stated in the current contract. 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 Peoria High will be determined through collaboration between the Peoria High staff and the Principal. Likewise, the use of and the scheduling of the additional 30 hours will be determined through collaboration between the Peoria High 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 Peoria High choose to be part of Peoria High and that

faculty and administration alike are committed to bringing about positive change at a school that has been failing.

3. Incentive for Peoria High - The District and Union have adopted an incentive for the additional duties required for teachers at Peoria High, because the additional expectations of the staff at Peoria High will require work beyond the 7 ½ hour work day. This amount, \$2,000, is an incentive created to reflect the additional work and expectations for all teachers at Peoria High. These expectations include, but are not limited to, participation in Professional Learning Communities, High Expectations for Teachers, and increased Rigor, Relevance, and Relationships for students and staff. Teachers will also serve as an academic/behavioral advisor to selected groups of students. Additionally, teachers agree to use the new and old teacher evaluation systems.

The District shall pay the full stipend in one installment no later than December 15 of the current school year. The amount of the stipend shall be paid in proportion to the teacher's participation in the program.

Furthermore, an additional \$2,000 incentive is available to teachers if Peoria High achieves academic growth targets. This incentive, if earned, will be paid as a one time payment after the school year but before August 1 of the subsequent school year. (See Appendix A)

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.

In addition to the 30 hours of professional development before the school year, Peoria High 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, teachers will make contact with each parent at least once per grading period.

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

5. ARTICLE VII, T of the Contract shall not preclude efforts to limit class size at Peoria High.

6. ARTICLE VII, V – 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.

7. No teacher who has entered into the retirement incentive program prior to beginning an assignment at Peoria High 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 Peoria High shall be required to attend professional development without compensation that alters the teacher's incentive.

8. To accommodate Peoria High, ARTICLE XI of the Contract is modified to read as follows:

- 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 Peoria High. Teachers providing such notice shall be entitled to rights described in the Contract 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 Peoria High the authority to cause the involuntary transfer from Peoria High 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 Peoria High 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 Peoria High. 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 Peoria High 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.

9. 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 Peoria High School.

10. ARTICLE XIII, B of the Contract shall not apply to Peoria High.

11. Full time Peoria High 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 September, 2011.

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

For the Board of Education
School District #150

Appendix A

The below matrix will only be in effect for students who establish their growth target using the Fall NWEA Assessment. Growth will be measured for the Fall to Spring terms. Growth will only be counted for those students who took both the Fall and Spring NWEA Assessments at Peoria High School.

Based on the matrix, incentive money can be earned any one of the following ways. Only the highest incentive amount shall be paid.

Points Earned	Amount Paid
19 or above	\$2,000
17 or 18	\$1,500
15 or 16	\$1,000

Growth Target Incentive Points Calculation Regulations

% of students meeting their growth target on NWEA test from Fall to Spring

	Math		Reading
70% and above	10 points	70% and above	10 points
65% - 69%	9 points	65% - 69%	9 points
60% - 64%	8 points	60% - 64%	8 points

2 points for a 2% increase in attendance rate for all students

1 point for a 1% increase in attendance rate for all students

2 points for a 2% increase in graduation rate for Peoria High

1 point for a 1% increase in graduation rate for Peoria High

**Note: 2010 Graduation Rate was 88.3%

http://webprod.isbe.net/ereportcard/publicsite/getReport.aspx?year=2010&code=S4807215000024_E.pdf

Note: All data shall be carried to one decimal place and rounded to the nearest whole number