

LETTER OF UNDERSTANDING

C.A.R.E.S (Collaborative Action and Resources for Educational Success)

The Board of Education (the “Board”) of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the “District”) and the Unit Five Education Association-IEA/NEA (“UFEA”) agree to review the Collaborative Action and Resources for Educational Success (CARES) program during each school year.

The purpose of the review will be to:

- establish, based on annual figures, the number of case managers required at each building
- assess the equitable distribution of case load and the adequacy of compensation, which is currently 0.005 of the base per case
- establish procedures, consistent across the District, for reporting cases

**BOARD OF EDUCATION OF COMMUNITY
UNIT SCHOOL DISTRICT NO. 5, MCLEAN
AND WOODFORD COUNTIES, ILLINOIS**

UNIT FIVE EDUCATION ASSOCIATION IEA/NEA

By: _____
President

By: _____
President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Administrative Outreach Billing and Direct Service Claiming

The Board of Education (the “Board”) of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the “District”) and the Unit Five Education Association-IEA/NEA (“UFEA”) recognize that monies from Medicaid Matching Dollars will be generated annually and dispersed to the District. The Parties further recognize the role of District bargaining unit members, including speech & language pathologists, psychologists and social workers, in securing these funds through providing services and completing record for use by a third-party administrator. In as much as the Parties pledge to expend these funds in a manner that will have the greatest impact on educational quality, the following is agreed:

1. A committee shall be established with regular member terms of one (1) year and shall meet at least quarterly.
2. The committee shall provide input regarding the use of the Administrative Outreach Billing and Direct Service funds and expend those funds accordingly.
3. The committee composition shall be two (2) administrators (special education administrators or designee(s)) and four (4) UFEA-appointed representatives with at least one (1) individual being a psychologist and one (1) individual being a social worker, and (2) individuals being a speech and language pathologist. The committee shall also include an occupational therapist or a physical therapist from the unorganized professional staff.
4. The committee may establish goals for use of the money.
5. In making its recommendations to the District, the committee shall use shared knowledge including, but not limited to, a historical perspective of the amount of money obtained and a review of quarterly accounting and records regarding how those monies have been used in the past, information on how monies may be legally allocated, etc.
6. The District will share with the UFEA President, at least quarterly, information related to how monies have been allocated and used.
7. The staff who participate in documentation of services for direct fee for service billing will have the opportunity to allot time for completing their service entry. Time will be provided in their monthly related service group meetings with special education administrators and related service staff will be allowed to allot up to 15 minutes per day as part of their schedule.

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LETTER OF UNDERSTANDING

Schedule B

The Board of Education (the “Board”) of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the “District”) and the Unit Five Education Association-IEA/NEA (“UFEA”) recognize that Schedule B positions may need to be adjusted and re-evaluated for a variety of reasons, especially in multi-year contracts. A committee shall be established to address these needs. The committee will meet at least once per year, but may meet more often as needed. The committee shall not engage in collective bargaining but rather consensus building. The recommendations, if any, reported by this committee will be provided to both the Board and UFEA.

The purpose of the committee will be:

- To collect data to consider new positions.
- To collect data to use to evaluate existing positions and pay rates.
- To develop minimal expectations/requirements for schedule B positions.
- To consider student safety issues in regards to Schedule B positions.
- To explore professional development opportunities for schedule B employees.

The committee will be co-chaired by the Superintendent or designee and Association president or designee. It will also consist of the following members:

- Five (5) administrators appointed by the Superintendent
- Five (5) bargaining unit members appointed by the UFEA president

Any new positions, job descriptions, and stipends brought to the committee for approval will require consensus of the Schedule B committee and approval by the Board and Association. The position, or changes, may commence at the mutually agreed upon date.

The Parties acknowledge that the Board retains the rights to eliminate positions or to add positions subject to the Board’s duty to bargain in good faith the compensation for any new position. Should the Board determine that financial circumstances warrant a reduction in Schedule B expenditure, the committee shall have the opportunity to recommend the allocation of the limited Schedule B resources.

When a bargaining unit member and a non-bargaining unit member are equally qualified in all respects for a Schedule B position, the bargaining unit member will be hired.

The committee will work with the evaluation committee to develop an evaluation instrument for Schedule B positions.

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LETTER OF UNDERSTANDING

Professional Learning Communities

The Board of Education (the “Board”) of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the “District”) and the Unit Five Education Association-IEA/NEA (“UFEA”) recognize the need to provide bargaining unit members with opportunities for professional collaboration and with time to complete important work such as analyzing and using data in instruction and assessment. Therefore, the Parties agree to the following:

Definition:

A PLC is a group of professionals engaged in action research focused on improving student outcomes.

Administration agrees not to use PLC time to:

- Distribute information about district initiatives or programs, etc.
- Assign book studies.
- Create tasks to be completed prior to, or following, scheduled PLC meetings.
- Hold faculty meetings.

For Building PLC groups Administration and UFEA will collaborate to establish:

- Teams
- Timelines
- Goals and projected outcomes

The District PLC Committee will consist of the following members:

- Superintendent or designee, Co-Chair
- President of the Association or designee, Co-Chair
- Six (6) Administrators to be appointed by the Board
- Six (6) bargaining unit members appointed by the Association

The District PLC Committee will:

- Develop training as needed
- Review the process and scheduling at least annually

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LETTER OF UNDERSTANDING

Leave Replacements for Extended Absences

The Board of Education (the “Board”) of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the “District”) and the Unit Five Education Association-IEA/NEA (“UFEA”) recognize that a bargaining unit member who is suffering from a debilitating illness may not be able to fulfill their professional educator responsibilities for one year or longer. The Parties further recognize that it may be in the best interest of the students to employ a leave replacement in these situations rather than a long-term substitute. Therefore, the Parties agree to the following:

1. The District may hire a leave replacement regardless of the bargaining unit member’s leave status.
2. In the event the bargaining unit member is able to return to their responsibilities prior to the end of the school year, the leave replacement may be assigned to co-teach or fulfill the duties of the position cooperatively with the bargaining unit member for the remainder of the school year or be assigned to fulfill other teaching responsibilities or professional duties at the discretion of the Board.

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LETTER OF UNDERSTANDING

Induction and Mentoring

The Unit Five Education Association and the Board recognize the research associated with recruiting and retaining bargaining unit members. This research indicates the most effective strategy includes induction and mentoring programs for new bargaining unit members. Therefore, the District agrees to maintain an induction and mentoring program for bargaining unit members through the 2026-2027 school year to include:

1. The requirements in Article 21A of the School Code and its implementing regulations (23 Ill. Adm. Code 65.10 et seq.).
2. An established criterion for the selection of mentors providing all qualified bargaining unit members equal access to the application program.
3. All mentors must meet the following criteria:
 - a. Mentors must have two years of professional educator experience in the District.
 - b. A minimum of two overall ratings of excellent or proficient evaluations.
 - c. Completion of the District Mentoring Professional Development class or its equivalent.
 - d. Participation in District level professional development activities.
 - e. Participation in District activities and/or committees; i.e. curriculum committees.
4. An application process for mentors.
5. A selection process that is fair and equitable.
6. A method for matching mentors and mentees that is conducive to meeting and to providing content, building, area and/or grade level support.
7. Mentor Requirements:
 - a. Payment for mentors at a rate of 0.013 of the base per mentee.
 - b. Mentors will only be assigned one mentee per year unless approved by the Mentoring and Induction Committee.
 - c. Payment shall be contingent upon completion of fifteen (15) hours of contact time between the mentor and mentee.
 - d. New bargaining unit members and their mentors will be provided the mentoring expectations and guidebook that include monthly meetings, professional practice visitations and evaluation of the mentoring program.
 - e. Two professional practice visitations to be completed during the first year of the mentee contract.
 - f. Participation in Orientation meetings in August.
 - g. Completion of professional practice visitation feedback forms to provide basis for mentor/mentee debrief.
 - h. Completion and submission of payment form and evaluation to appropriate director.
8. Mentee Requirements:
 - a. Participation in Orientation meetings in August.
 - b. New bargaining unit members and their mentors will be provided the mentoring expectations and guidebook that include monthly meetings, professional practice visitations and evaluation of the mentoring program.
 - c. New bargaining unit members will be compensated for the optional district new educator meetings per the contractual rate for professional development (pay rate 2).

Due to changes in State law regarding a medical review for students being evaluated or reevaluated for special education services and for other reasons, the District has expressed a preference for hiring nurses who have a Professional Educator License (“PEL”) endorsed for school support personnel for school nurse. However, should the Board of Education decide to employ a nurse without a PEL with such endorsement:

1. Nurses with a PEL endorsed for school support personnel for school nurse shall not be required to supervise or evaluate the performance of nurses without a PEL endorsed for school support personnel for school nurse.
2. Should the District desire nurses with PELs endorsed for school support personnel for school nurse to provide mentoring or training of nurses without a PEL endorsed for school support personnel for school nurse, it will follow the posting and other requirements of Section 6.6 of the Negotiated Contract. Any such assignment will be voluntary and will be compensated in the amount of 0.013 of the base per mentee per school year.

This agreement is in no way meant to eliminate or reduce the Board of Education’s opportunities to apply for grants related to induction and mentoring or its participation in partnerships that would enhance the district’s induction and mentoring program.

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LETTER OF UNDERSTANDING

Special Education Workload Plan

The Board of Education (the “Board”) of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the “District”), in cooperation with the Unit Five Education Association-IEA/NEA (“UFEA”) agree to the following “workload plan” as mandated in 23 Ill. Admin. Code 226.735.

Purpose

The purpose of the Plan is to ensure that students with individualized education plans (IEPs) are provided with the free, appropriate education to which they are entitled. The Plan further ensures that all services required under the students’ IEPs, as well as all needed support services, can be provided at the required level of intensity.

Special Educator

For purposes of this Plan, “Special Educator” shall include all District personnel who are responsible for the direct supervision of special education services, related services, and/or supports. The following positions are covered under this Plan:

1. Special Education Teachers
2. Speech Language Pathologists
3. School Psychologists
4. School Social Workers
5. Occupational Therapists
6. Physical Therapists
7. Occupational Therapy Assistants
8. Physical Therapy Assistants

This plan does not apply to special educators that are employed by an outside agency who may perform services in the District.

Class Size

The District is committed to complying with the class size limits set forth by the Illinois State Board of Education. See 23 Ill. Admin. Code, Sections 226.730, 226.731, and 226.735. For purposes of this Plan, “Class Size” is defined as the total number of students an educator services during any special education class. In the formation of special education classes, consideration shall be given to the age of the students, the nature and severity of their disabilities, the educational needs of the students, and the degree of intervention necessary.

Workload Analysis

At a minimum of 4 times per year, the District’s administrative personnel will analyze and review the activities of the District’s Special Educators to ensure that all special education services are being provided at the requisite level of intensity.

The following four components may be used to analyze workloads of the District’s Special Educators and are addressed by this Plan:

1. Individualized instruction;
2. Consultative services and other collaboration among staff members;
3. Attendance at IEP meetings and other staff conferences; and
4. Paperwork and reporting

Items 1 and 2 will be analyzed at a minimum four times per year. Items 3 and 4 will be analyzed annually or as part of reporting concerns regarding workload by special educators.

1. *Individualized Instruction*

Individualized instruction is the amount of instructional services needed to meet the unique needs of each student and/or the unique instructional delivery system in each program. The amount of direct service minutes delineated on each student's IEP will be taken into account.

The Plan analysis for individualized instruction shall include data collected on Special Educators employed by the District. The number of instructional minutes or number of students served for each Special Educator shall be calculated and reviewed with his/her special education administrator and the Director of Special Education at least 4 times per year.

Analysis of individualized instruction also may consider:

- Direct IEP service minutes
- The number of students served
- Class size
- Class groupings
- Individual and master schedules
- Service delivery models
- Severity and variety of student needs
- Amount of instructional services needed to meet unique needs of each student
- Lesson planning time
- Preparation and modification of instructional materials
- MTSS and problem-solving activities

2. *Consultative Services and Other Collaboration Among Staff*

Consultative services may be indicated on a student's IEP and refer to the amount of minutes delineated for a Special Educator to consult with service providers to effectively deliver services required under the student's IEP. Consultative services also refer to the amount of time needed to discuss a student's instructional program with staff members, administrators, parents, and private providers on behalf of the student. Additional collaboration may include, but is not limited to, team meetings, modeling and training with team members (including paraprofessionals), problem-solving meetings, parent communications, and instructional service modifications and accommodations (including assistive technology and programming augmentative communication devices).

Analysis of consultative services and other collaboration among staff members also may include, but is not limited to:

- IEP consultative minutes
- Time needed to develop FBAs and BIPs
- Time needed for meetings to address significant behavior
- Communication and collaboration with general education teachers, parents, support staff, and others as determined by the needs of the student
- Observation
- Modeling and training
- Material modifications/adaptations

3. *Attendance at IEP Meetings and Other Staff Conferences*

Special Educators are required to participate in student IEP meetings, including annual reviews, transition meetings, three-year re-evaluations, domain meetings, and problem-solving meetings. Staff and parent conferences pertaining to the planning of special education services and/or the review/analysis of data driven student interventions may also be considered as part of the workload time analysis for Special Educators. The majority of these meetings are held during the workday.

Analysis of attendance at IEP meetings and other staff conferences may include:

- Number and typical length of time for IEP meetings
- Number and typical length of time for team and problem-solving meetings
- Staff conferences, grade-level team meetings, and departmental meetings pertaining to the planning of special education services and/or the analysis of student data
- MTSS and problem-solving meetings

4. *Paperwork and Recording*

The compilation of information and data required to complete each student's IEP and evaluations should be considered as part of a Special Educator's workload.

Analysis of paperwork and recording may include:

- Estimation of time to complete IEP forms
- Estimation of time to complete quarterly goal updates
- Estimation of time to complete case notes
- Estimation of time to complete consultation reports and evaluation reports

Each Special Educator will be provided 1 release day (IEP writing day) per school year to assist in completing IEP paperwork. In addition, paid work sessions with support from special education administration may be held outside of the contract day.

Schedule Reporting

Each Special Educator shall submit a schedule to his/her principal and special education administrator within ten (10) school days of the start of the school year, or within ten (10) school days of any schedule change.

Reporting Concerns Regarding Workload by Special Educator

All concerns regarding workload must be made on the basis that the Special Educator is unable to ensure that all services required under students' IEPs, as well as needed ancillary and support services, can be provided at the requisite level of intensity. If a Special Educator has a concern regarding workload, the following will occur:

- a. The Special Educator will schedule a meeting with their direct special education administrator and/or principal to discuss the concern.
- b. Prior to the meeting, the Special Educator will submit to the special education administrator and/or principal a summary of the concerns in writing, accompanied by a daily schedule and other data/documentation that shows the Special Educator's workload is unmanageable.
- c. The special education administrator and/or the principal, will discuss the concerns with the Special Educator and review the Special Educator's workload.
- d. The special education administrator, and the principal, will discuss the information presented during the meeting with the Special Educator, as well as any potential changes to the Special Educator's workload.
- e. The special education administrator and/or the principal, will make changes that they deem necessary and communicate the outcome to the Special Educator.

This plan is expressly excluded from any grievance procedure in any District collective bargaining agreement.

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UNIT FIVE EDUCATION ASSOCIATION IEA/NEA

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LETTER OF UNDERSTANDING

Study Hall Supervision by Non-Professional Educator Licensed Employees

While not conceding the supervision of high school study halls is not bargaining unit member work, Unit Five Education Association (“UFEA”) agrees that for the 2023-2024 through 2026-2027 school years, the Board of Education may employ non-bargaining unit members to supervise study halls contingent upon the following:

1. If the District determines the need for any extra assignments for study hall supervision, those assignments will be posted for a period of seven days. If no bargaining unit member expresses an interest in the extra assignment in writing within said seven day period, the District may employ a non-bargaining unit member to fill the assignment;
2. The employment of non-bargaining unit members to supervise study halls will not be used to reduce number of high school bargaining unit members employed by the Board.

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LETTER OF UNDERSTANDING

Reading Recovery Teacher Leader

The Unit Five Education Association (UFEA) and the Board of Education recognize the importance of the Reading Recovery Teacher Leader position, and understand the requirements of the job necessitate training outside of the contract day on a regular basis, as well as paperwork and reporting requirements that necessitate additional days outside of the regular school year.

Therefore, the Parties mutually agree that the Reading Recovery Teacher Leader will be paid hourly for training/instruction delivered outside the school day according to the negotiated Supplemental Pay Rate 4:

9.8.4 Curriculum Work/Supplemental Instruction – Pay Rate 4

A bargaining unit member who voluntarily accepts an hourly assignment to produce curriculum related materials which benefit the district or to provide supplemental instruction to students outside of the regular workday, such as driver’s education, shall be compensated at the rate listed below as Pay Rate 4. It is understood that for each one-hour of instruction there will be twenty (20) minutes of paid plan time.

Additionally, in order to complete the paperwork and reporting required by the position, the Reading Recovery Teacher Leader will be authorized to work up to four (4) additional days. Each year, the Reading Recovery Teacher Leader will work with their Supervisor and District administration to establish the number and schedule of additional days. Additional pay shall be based upon the working individual’s base salary divided by one-hundred eighty (180) days.

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LETTER OF UNDERSTANDING

Student Assessments

The Unit Five Education Association (“UFEA”) and Board of Education recognize there is value to the assessment of student growth to guide and inform instructional decisions. Further, the Board and UFEA recognize that some student assessment, including standardized testing, is required to be in compliance with State and/or Federal law. Additionally, response to intervention regulations require periodic benchmark assessments be administered to all students within a grade level as part of special education eligibility decision-making required by 34 CFR 300.309 and 23 Ill. Admin. Code 226.130.

Using ISBE’s Student Assessment Inventory for School Districts, the Board and UFEA agree to, on a regular basis:

- make an intentional effort to engage in conversations that include all stakeholders regarding District assessments and the amount of assessment information necessary for essential diagnostic data, instructional guidance, and accountability purposes;
- work to ensure that every District assessment is of high quality, is providing the information necessary for specific District and classroom purposes, and is supported by structures and routines that ensure assessment results are used to benefit students and educators;
- engage in a cost/benefit analysis of current District assessments, including the monetary costs, the time assessments may take away from teaching or learning in the classroom, and the benefits of assessments for teaching and learning; and
- explore alternatives to current assessments including a cost/benefit analysis of alternative assessments.

Following the assessment inventory, the District will determine whether a change in District assessments will be made and communicate the reasons why a change may or may not be warranted.

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LETTER OF UNDERSTANDING

ISU Principal Preparation Program Internship Leave

Illinois State University (“ISU”) provides a principal preparation program for students pursuing a Master's degree in P-12 Educational Administration through ISU. As part of the principal preparation program, students are required to complete an internship in educational administration. In order to allow bargaining unit members in the District to participate in a semester long internship, the Board of Education (the “Board”) of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the “District”) and Unit Five Educational Association (“UFEA”) agree to create a paid leave of absence under the following terms and conditions:

1. The Board may grant a bargaining unit member participating in the internship a paid semester long leave. During said leave, the Board will continue to pay the bargaining unit member’s base salary and maintain health insurance coverage for the bargaining unit member. The bargaining unit member may continue to pay associate Unit Five Education Association (“UFEA”) dues as applicable.
2. Upon completion of the leave, the bargaining unit member agrees to return to and remain employed by the Board for at least one (1) school year. The District will place the bargaining unit member in an available position for which the bargaining unit member is qualified to fill.
3. If the bargaining unit member fails to return to and remain employed by the Board for at least one (1) school year following completion of the leave, then the bargaining unit member shall reimburse the District the full cost of the bargaining unit member’s salary and benefits for the period of the leave. Such reimbursement shall be paid by the bargaining unit member within ninety (90) days of the date the District provides an invoice to the bargaining unit member for said costs. In such event, the bargaining unit member authorizes the District to offset any funds the District may then or thereafter owe the bargaining unit member, including a final paycheck or paychecks, against any such reimbursement balance due the District from the bargaining unit member. For good cause, upon recommendation of the Superintendent, the Board may waive reimbursement of said costs.
4. Upon award of the aforesaid Master's degree in Educational Administration, and for a term of one (1) school year following award of such degree, the bargaining unit member shall actively pursue an administrative position within the District by applying for such position or positions as vacancies occur. If the bargaining unit member shall fail to actively pursue an administrative position after award of such degree, then, upon recommendation of the Superintendent, the Board of Education may require the bargaining unit member to reimburse the District the full cost of the bargaining unit member’s salary and benefits for the period of the leave.
5. The bargaining unit member will sign an agreement documenting the above terms and conditions.

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LETTER OF UNDERSTANDING

Salary Schedule Placement

The Board of Education (the “Board”) of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the “District”) and the Unit Five Education Association-IEA/NEA (“UFEA”) recognize that there currently exists a teacher shortage across the nation and within the State of Illinois. The Board and UFEA further recognize the following:

- The number of graduate credit hours in order to obtain certain specialist degrees and master’s degrees exceeds the number of credit hours required for master’s degrees typically obtained by teachers;
- Teaching within many nonpublic (i.e. private) schools is comparable to teaching within public schools, especially in nonpublic schools recognized by the Illinois State Board of Education (“ISBE”); and
- To obtain a content area endorsement to teach certain hard-to-fill teaching positions (e.g. computer science), undergraduate courses are sometimes required.

In order to attract and retain high quality bargaining unit member at competitive salaries, and in recognition of the above findings, the Board and UFEA agree to the following with regard to the salary schedule placement:

Experience Credit

“Teaching experience” for purposes of Board Policy 5.200 shall be interpreted as full-time teaching experience in a pre-K through 12 position in a public school or in a private school that has been recognized by ISBE and required the teacher to maintain a Professional Educator License (“PEL”) endorsed for the content area taught by the teacher. For bargaining unit members with a professional educator license (“PEL”) endorsed for school support personnel, “teaching experience” shall also mean private experience within a clinical setting (e.g. psychology, SLP, social work, nursing).

Graduate Education Credit

Education credit will be given on the salary schedule to current or new bargaining unit members whose graduate program required them to complete more than 36 graduate credit hours to obtain their graduate degree. For example, if a teacher’s graduate program required them to complete 57 graduate credit hours, then the teacher would have 21 graduate hours beyond the M+0 lane recognized for purposes of the salary schedule and the teacher would be placed within the M+16 lane.

Undergraduate Education Credit

Education credit will also be given for any teacher who is not in the maximum lane for their respective degree on the salary schedule (e.g. B+24 or M+48) and who is requested by the District Administration to take undergraduate coursework in order to obtain an endorsement in a hard-to-fill position identified annually by the District Administration as eligible to receive such credit. For example, a teacher with a bachelor’s degree who is currently placed within the B+16 lane would be eligible to receive education credit for two three-credit hour undergraduate courses requested by the District Administration to be taken by the teacher toward obtainment of a computer science endorsement. However, a teacher with a bachelor’s degree who is currently placed within the B+24 lane (i.e. does not have a master’s degree) would not be eligible

to receive education credit for the same two-three credit hour courses. Similarly, a teacher with a master's degree who is currently placed within the M+48 lane would not be eligible to receive education credit for the same two-three credit hour courses.

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LETTER OF UNDERSTANDING

Dual Credit Courses with Heartland Community College

The Board of Education (the "Board") of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the "District") and the Unit Five Education Association-IEANEA ("UFEA") recognize the importance of providing an excellent educational experience for students, including the value of offering dual credit courses through Heartland Community College's (HCC's) College NOW program. The parties recognize that due to expectations of HCC for College NOW faculty, the wages and hours of bargaining unit members teaching dual credit courses may be impacted as a result of additional work or meetings occurring outside the regular work day. Therefore, the parties agree to the following:

1. It will be the voluntary decision of a qualified bargaining unit member whether to teach a dual credit course.
2. According to HCC's College Now Guidelines, a desk review and site visit will be conducted by the academic department during the first offering of the course. Provided the course review is satisfactory, the academic department will conduct ongoing reviews at least once every three years. The College may elect to conduct additional reviews in the case deficiencies are noted. A copy of the review will be delivered to the secondary instructor and Superintendent or designee and placed on file at Heartland Community College. Course reviews or feedback provided by HCC will not be used in the evaluation of bargaining unit members.
3. Bargaining unit members will follow HCC requirements outlined by the published Faculty Guidelines and College NOW Dual Credit Course Review Guidelines.
4. Syllabi for College NOW courses are due the 2nd Friday in May for the Fall term and the 2nd Friday in December for the Spring term. Therefore, the Superintendent or designee will ensure course sections are verified for bargaining unit members by the end of April for the following school year. If these criteria are not met, the bargaining unit members will not be required to submit a syllabus until their contract year begins in August.
5. If bargaining unit members are required to attend HCC meetings, department meetings, or professional development outside the contractual work day, they will be compensated at the appropriate contractual pay rate, less any stipend or other compensation paid by HCC.

Due to the additional workload placed on bargaining unit members that teach dual credit courses, bargaining unit members will be compensated at Pay Rate 4 (Curriculum Work/Supplemental Instruction) for six hours per section assigned. This compensation will cover all of HCC's expectations for dual credit instructors.

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LETTER OF UNDERSTANDING

Observance of Religious Holidays

The Board of Education (the "Board") of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the "District") and the Unit Five Education Association-IEANEA ("UFEA") recognize the diverse needs of bargaining unit members in relation to the observance of religious holidays.

Board Policy 5.70 currently provides:

General Personnel – Religious Holidays

The Superintendent or designee shall grant an employee’s request for time off to observe a religious holiday if the employee gives at least 2 days prior notice and the absence does not cause an undue hardship. Employees may use earned vacation time, permission absence, or personal leave to make up the absence provided such time is consistent with the District’s operational needs. A per diem deduction may also be requested by the employee.

When a religious holiday occurs on a day Unit 5 is in session, a bargaining unit member may use their accumulated personal leave, request permission absence, or leave without pay to observe the religious holiday. Bargaining unit members must follow Board Policy 5.70 as amended.

This Letter of Understanding shall not be subject to the grievance process in Article IV of this Agreement and is strictly for informational purposes.

**BOARD OF EDUCATION OF COMMUNITY
UNIT SCHOOL DISTRICT NO. 5, MCLEAN
AND WOODFORD COUNTIES, ILLINOIS**

UNIT FIVE EDUCATION ASSOCIATION IEA/NEA

By: _____
President

By: _____
President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Virtual Learning

Virtual Learning includes in-person instruction and technology-based instruction through video conferencing, virtual classrooms, online materials, and similar technology. The Board of Education (the “Board”) of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the “District”) and the Unit Five Education Association-IEA/NEA (“UFEA”) recognize the potential value of Virtual Learning to provide students with educational opportunities that otherwise may not be available to students within the District or that are not economically feasible because of smaller class sizes and limited resources. The Board and UFEA agree to the following regarding the use of Virtual Learning within the District:

1. Virtual Learning will not be used to reduce the number of bargaining unit members employed by the Board, but to supplement or add to the course offerings currently available to students.
2. Virtual Learning will not be used to increase class sizes significantly above the average range for similar courses within the building.
3. Video and audio from classrooms equipped with such technology will not be used to observe bargaining unit member performance or as evidence for evaluation purposes.
4. The District will work to identify technology solutions and resources to support bargaining unit members utilizing Virtual Learning technology, including options for converting paper resources into digital format.
5. The District will seek individuals who are interested in taking advantage of the technology to provide enhanced learning experiences.
6. The District will utilize the technology in ways such as:
 - a. Bargaining unit members at each school may “co-teach” a course. For example, social studies teachers at each school who teach the same course could combine their classes virtually, or a social studies teacher at one school and language arts teacher at the other school could combine their classes in a virtual co-teaching environment.
 - b. A bargaining unit member at one school may teach a course that otherwise would not be offered at the other school. At the school where the course otherwise would not be offered, the Board will add the course to an existing part-time bargaining unit member’s schedule or attempt to employ a bargaining unit member as a sixth assignment to supervise the classroom. If a sixth assignment is posted, it will be posted for a period of seven days. If no bargaining unit member expresses an interest in the sixth assignment in writing within said seven-day period, the District may employ non-Professional Educator Licensed personnel to supervise the classroom.

The parties will review this agreement as necessary, including considering feedback from bargaining unit members who have utilized the technology, and will adjust or amend this agreement as necessary.

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UNIT FIVE EDUCATION ASSOCIATION IEA/NEA

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LETTER OF UNDERSTANDING

E-Learning Days

105 ILCS 5/10-20.56 authorizes school boards to adopt a research-based program or research-based programs for e-learning days district-wide that permit student instruction to be received electronically while students are not physically present in lieu of the district’s scheduled emergency days as required by Section 10-19 of this Code. The research-based program or programs may not exceed the minimum number of emergency days in the approved school calendar (i.e. 5 emergency days) and ensure that the specific needs of all students are met, including special education students and English learners, and that all mandates are still met using the proposed research-based program. The e-learning program may utilize the Internet, telephones, texts, chat rooms, or other similar means of electronic communication for instruction and interaction between teachers and students that meet the needs of all learners. The e-learning program must address the District’s responsibility to ensure that all teachers and staff who may be involved in the provision of e-learning have access to any and all hardware and software that may be required for the program.

In response to the coronavirus pandemic (COVID-19), the Board of Education (the “Board”) of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the “District”) adopted a researched-based e-learning program (the “E-Learning Program”) pursuant to the requirements of 105 ILCS 5/10-20.56. The Board and Unit Five Education Association IEA/NEA (“UFEA”) agreed that in the case of extreme circumstances such as the COVID-19 pandemic, the District could utilize “e-learning days” in accordance with the E-Learning Program approved by the Regional Office of Education.

Given the experience planning for and using “remote learning days” in the spring and fall of 2020 pursuant to 105 ILCS 5/10-30, the Board and UFEA desire to extend the use of e-learning days to allow for their use in lieu of District emergency days. Such e-learning days will count as student attendance days, and as work days for employees. The District will notify staff regarding general expectations and responsibilities of the E-Learning Program. Such expectations shall be similar to the spring of 2020 with the purpose of providing “continuity of learning” rather than delivering new content or instruction.

During e-learning days, bargaining unit members will be digitally available to students and parents from 8:45am-1:45pm. During the work day, bargaining unit member work may look differently than a regular work day, and may include synchronous and asynchronous instruction, grading and assessment, planning, providing student feedback, and/or communicating with students and families.

**BOARD OF EDUCATION OF COMMUNITY
UNIT SCHOOL DISTRICT NO. 5, MCLEAN
AND WOODFORD COUNTIES, ILLINOIS**

UNIT FIVE EDUCATION ASSOCIATION IEA/NEA

By: _____
President

By: _____
President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

School Counselors at the High Schools

Section 6.2 of the Negotiated Contract between the Board of Education (the “Board”) of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the “District”) and the Unit Five Education Association (“UFEA”) provides for a regular work day for each bargaining unit member of eight (8) clock hours or sixty (60) minutes longer than the student day, whichever is shorter. However, it also recognizes that professional responsibilities extend beyond the classroom and beyond the regular work day, including providing students with guidance.

The Board of Education recognizes the importance of school counselors at the high schools, and understands the requirements of the job occasionally extend beyond the regular work day. When this occurs, the Board and UFEA mutually agree that school counselors at the high schools will have the ability to flex the work day on an hour by hour basis as agreed with their principal. For example, when a school counselor works for an hour outside the work day, they may flex one hour during the work day to compensate for the time.

School counselors at the high schools will work with their principals to keep track and schedule the appropriate work time and flex time.

**BOARD OF EDUCATION OF COMMUNITY
UNIT SCHOOL DISTRICT NO. 5, MCLEAN
AND WOODFORD COUNTIES, ILLINOIS**

UNIT FIVE EDUCATION ASSOCIATION IEA/NEA

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