

**LETTER OF UNDERSTANDING
INFORMAL MEETING WITH SUPERINTENDENT**

Each month during the regular school term, an informal meeting will be held with the superintendent and/or designee(s) and various members of the leadership council. This meeting will be for the purpose of discussing current bargaining unit member or administrative concerns. If deemed appropriate or necessary by the Association and superintendent, more than one informal meeting may be held during the month.

**BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 5**

UNIT FIVE EDUCATION ASSOCIATION IEA/NEA

By _____
President

By _____
President

Date _____

Date _____

**LETTER OF UNDERSTANDING
STUDENT ENROLLMENT**

The maintenance of a reasonable class size is a priority which reflects the philosophy of McLean County Unit District No. 5. The Board of Education and the administration will continue to monitor student enrollment, room availability, class make-up, bargaining unit member input, and administrator recommendation in determining whether to address an identified need by adding a section or by adding a teaching assistant.

Every attempt will be made to communicate with staff and parents to maintain an educational level that will ensure the continuation of the quality of education our staff and parents expect.

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**LETTER OF UNDERSTANDING
LEAST RESTRICTIVE ENVIRONMENT**

While both parties acknowledge that Least Restrictive Environment (LRE) is federally mandated, they also recognize the extent to which any individual student with disabilities should participate in regular education programs must be appropriate to that student's unique needs as determined by the Individual Education Program (IEP).

Teachers shall use the District Concern Resolution Form to process unresolved concerns relating to LRE matters.

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**LETTER OF UNDERSTANDING
C.A.R.E.S.
COLLABORATIVE ACTION AND RESOURCES FOR EDUCATIONAL SUCCESS**

The Board of Education (Board) and Unit Five Education Association (UFEA) agree to review the Collaborative Action and Resources for Educational Success (CARES) program during each school year. The purpose of the study will be:

- To establish, based on annual figures, the number of case managers required at each building
- To arrive at an equitable means of payment for case managers based on case load and building size
- To establish procedure for reporting cases and consistency of procedure across the district

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**LETTER OF UNDERSTANDING
SCHOOL IMPROVEMENT DAY**

The Board of Education (Board) and Unit Five Education Association (UFEA) agree to set aside no less than two full days per year to be used as a School Improvement Days, which days shall be designated in the school calendar. This agreement will begin with the 2005-2006 school year and is contingent upon the Illinois State Board of Education granting approval for the use of school days for this purpose. No less than one full day shall be set aside for this purpose.

The Board and UFEA further agree to designate one-half day of the October and January Institutes for professional teacher activities such as building meetings, department meetings, or committee meetings such as LRE, Calendar, Evaluation, etc.

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**LETTER OF UNDERSTANDING
JUNIOR HIGH/MIDDLE SCHOOL FOREIGN LANGUAGE AGREEMENT**

Based on meetings with UFEA leadership, Board of Education members, junior high school staff and parents, the following agreement has been reached with respect to a daily 30-minute foreign language program of instruction:

1. Bargaining unit members assigned to four (4), thirty (30) minute instructional periods at either junior high school will not be assigned supervision responsibilities and those four (4) teaching assignments will be considered as three (3), full-period assignments at the high school level.
2. Bargaining unit members assigned to three (3), thirty (30) minute instructional periods will be assigned a thirty (30) minute supervision duty and this load will be considered as three (3), full-period assignments at the high school level.
3. Bargaining unit members assigned to two (2), thirty (30) minute instructional periods will be assigned a thirty (30) minute supervision duty and this load will be considered as two (2), full-period assignments at the high school level.
4. Bargaining unit members assigned to one (1), thirty (30) minute instructional period will be assigned a thirty (30) minute supervision duty and this load will be considered as one (1) full-period assignment at the high school level. Option 4 would be considered a .2 FTE assignment.
5. A committee will make yearly recommendations for staff and instructional needs. The committee consisting of the following members is to be selected by the Board and the Association respectively:
Assistant Superintendent of Operations and Human Resources, Co-Chair
UFEA President, Co-Chair
Director Of Secondary Education
One Middle School Building Administrator
One High School Building Administrator
UFEA Vice President or Designee
One Middle School Building Chair
One High School Building Chair

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MEMORANDUM BETWEEN THE PARTIES

UFEA leadership is invited to attend the principals meeting held at the start of each school year to share its views on contractual revisions as outlined in the document “Summary of Contract Language Revisions.”

Some points to be considered:

- Contractual Revisions
- Schedule B (including use of ASEP, filling positions, individual bargaining)
- Postings
- JDC calendar
- Personnel File
- PBIS

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**LETTER OF UNDERSTANDING
JUVENILE DETENTION CENTER POSITIONS**

The Juvenile Detention Center that is located within the boundaries of the McLean County Unit District No. 5 school district conducts a 12-month daily education program for students who are confined to that facility. Since the center is within the boundaries of the school district Unit 5 is required by law to supply teachers for the program.

Because the program is year-round and bargaining unit members are paid for 180 days, a plan was designed whereby teachers work Monday through Thursday each week. The year-round shortened work-week results in teachers being paid 180 days plus an additional 12-14 days as required. Teachers take winter break with the district but take spring break and otherwise operate as dictated by the Juvenile Detention Center (McLean County) calendar. Each year teachers in the program work with unit office personnel to determine the actual days they will work for the next year. A calendar is developed and teachers are paid accordingly. This calendar will provided to the UFEA president.

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McLean County Unit District No. 5
LIST OF PILOT AGREEMENTS BETWEEN UFEA AND THE BOARD
Current Pilot

- Flex-time IMC at NCHS
- Alternative Certification—School Nurse

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LETTER OF UNDERSTANDING

PSYCHOLOGISTS' AND SOCIAL WORKERS' WORKDAY

The Association and District document here their mutual understanding pertaining to the workday for psychologists and social workers. It is the ultimate objective of the parties that the workday for these categories of professional employees be comparable to the workday for teachers. However, because the duties of teachers differ from the duties of psychologists and social workers, there is a need for flexibility. In an effort to provide some structure, whenever it is practical, psychologists and social workers will be assigned a home base. Throughout the school year the parties will revisit the matter of the workday for psychologists and social workers to evaluate the extent to which the objective of having comparability with teachers has been met, while preserving the flexibility psychologists and social workers need to efficiently perform their duties.

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LETTER OF UNDERSTANDING

RESOLUTION OF ISSUES ARISING FROM BARGAINING FOR 2004-2005 SCHOOL YEAR

During bargaining for a new contract in the spring of 2005, the District and the Association agreed to a resolution of all issues arising out of bargaining for the 2004-2005 school year. More specifically, the parties have agreed as follows:

1. There shall be no "accounting" or "recouping" of the \$650 stipend paid through the 2004-2005 school year to experienced bargaining unit members.
2. There shall be no "accounting" or "recouping" arising from the failure of most bargaining unit members, upon advice of the Association, to contribute toward the cost of individual health insurance coverage.
3. The \$650 paid through the 2004-2005 school year to experienced bargaining unit members shall be treated as a stipend and not as salary.
4. The District, at its sole expense, shall "make whole" bargaining unit members who contributed during the 2004-2005 school year toward the cost of individual health insurance coverage.
5. The Board acknowledges the significant lessening of benefits (particularly deductible and out-of-pocket) that impacted bargaining unit members during the 2004-2005 school year.

The parties shall execute such documents and take such actions as are necessary in order to terminate pending litigation, including any and all unfair labor practice charges and grievance arbitrations pending between the Association and the District.

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LETTER OF UNDERSTANDING

GRANT OF ADDITIONAL SICK LEAVE DAYS

The District and the Association recognize that there may be circumstances under which a lump sum grant of additional sick leave days in order to qualify a bargaining unit member for additional credited service recognizable by TRS may be in the best interests of not only the bargaining unit member but also the District. Consequently, the Association and the administration shall identify those bargaining unit members qualified to retire under the early retirement option who might upon a grant of lump sum sick leave achieve sufficient years of credited service to avoid an early retirement option penalty. The parties shall then analyze whether or not the payment required of the District by reason of making a grant of additional sick leave days beyond the normal annual allocation would exceed the penalty to be incurred by the District by reason of a bargaining unit member taking advantage of the early retirement option. Should TRS confirm that the ERO penalty would exceed the additional payment required of the District by reason of the grant of sick leave, the District shall grant such additional days of sick leave as would qualify the bargaining unit member for retirement without the imposition of an ERO penalty upon either the bargaining unit member or the District.

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**LETTER OF UNDERSTANDING
SALARY ADJUSTMENT**

In the case of any bargaining unit member whose salary during the 2004-2005 school year exceeded the salary that bargaining unit member would be entitled to under the salary schedule and related provisions of this Agreement, such bargaining unit member will suffer no loss of salary and shall continue to receive the salary the bargaining unit member received during the 2004-2005 school year until such time as the salary established by the salary schedule and related provisions of this Agreement equal or exceed the salary such employee received during the 2004-2005 school year.

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