

Contract Agreement

Board of Education
Quincy School District 172
and
Quincy Federation of Teachers
Local 809

Effective
August 24, 2010 – August 23, 2011

INDEX

Preamble		1
Article I	Recognition	1
	1.3 Definitions	1
Article II	Board Authority	2
Article III	No Strike	2
Article IV	Negotiations Procedure	3
Article V	Staff Member and Union Rights	4
	5.14 Fair Share	5
Article VI	Grievance Procedure	6
Article VII	Employment Conditions	9
	7.1 Work Year	9
	7.2 Notification of Assignment	9
	7.3 Preparation Time	9
	7.4 Vacancies, Postings and Transfers	10
	7.5 Summer School	10
	7.6 Traveling Staff Member	10
	7.7 Additional Professional Responsibilities-Certified	11
	7.8 Extra Supervisory Duties	11
	7.9 Class Size Committee	11
	7.10 Education Leave/Additional Work Hours-Paraeducators	12
	7.11 Statement of Position Responsibilities-Paraeducators	12
	7.12 Overtime-Paraeducators	12
Article VIII	Seniority and Reduction in Force	13
	8.1 Seniority – Certified Staff Member	13
	8.2 Reduction in Force – Certified Staff Member	13
	8.3 Seniority – Paraeducator/Head Start Teacher	13
Article IX	Staff Development and Evaluation	15
	9.1 Staff Development – Certified Staff Member	15
	9.2.1 Evaluations – Certified Staff Member	15
	9.2.2 Evaluations – Paraeducator	16
	9.2.3 Evaluations – Head Start Teacher	16
	9.3 Evaluation Committees	16
	9.4 National Board Certification – Certified Staff Member	17
	9.5 Teacher Induction/Mentoring Program	17
	9.6 Discipline – Paraeducator	17
	9.7 Professional Courtesy	18
Article X	Leaves	18
	10.1 Sick Leave	18
	10.2 Personal Leave	19
	10.3 Funeral Leave	19
	10.4 Court Appearances	19
	10.5 Extended Leaves	20
	10.6 Union Leave	22
	10.7 Parent Teacher Conference	22
	10.8 Sick Leave Bank	22
Article XI	Compensation and Benefits	24
	11.1 Pay Procedure	24
	11.2 Life Insurance	25
	11.3 Health Insurance	25
	11.4 Travel Reimbursement	26

Article XII	Effect of Agreement	27
	12.1 Complete Understanding	27
	12.2 Savings Clause	27
	12.3 Waiver of Additional Bargaining	27
	12.4 No Reprisals	28
	12.5 Terms of Agreement	28
Attachments		
	Schedule A - Certified Staff Members Salary	29
	Schedule B-1 – Paraeducator Special Ed Salary	30
	Schedule B-2 - Paraeducator Deaf Interpreter	31
	Schedule B-3 – Paraeducator Computer/Library	32
	Head Start Teacher Salary Schedule	33
	Schedules D – H Information	34
	Schedule D – Coaching	35
	Schedule E – Other Activities	37
	Schedule F – Staff Leader Positions	38
	Schedule G – Music Co-Curricular	39
	Schedule H – Approved Clubs	40
	Schedule I – Other	41
	Exhibit 1 - District Health Insurance	42
	Monthly Premiums	44
	Schedule of Medical Benefits	45
	Exhibit 2 - Pull-off Salaries	50
	Memo 1 – Individual Retirement Contracts	51
	Memo 2 – Certified Retirement Incentive	52
	Memo 3 – Paraeducator/Head Start Teacher Retirement Incentive	54
	Memo 4 – Paraeducator Stipend	56

PREAMBLE

This agreement (“Agreement”), between the Board of Education (“Board”) of Quincy School District No. 172 (“District”), Adams County, Illinois, and the Quincy Federation of Teachers, Local 809, affiliated with the Illinois Federation of Teachers, American Federation of Teachers, AFL-CIO, (“Union”), incorporates a number of understandings which derive from the parties' commitment to establish and maintain a harmonious working relationship and the recognition by the Board and the Union that they have a common responsibility to work together toward the achievement of this goal. It is the intent of both parties that the relationship that results from this Agreement be one of good faith and mutual respect.

ARTICLE I RECOGNITION

1.1 The Board recognizes the Union as the sole and exclusive negotiating agent for all regularly employed full-time and part-time certified teachers, counselors, team leaders, psychologists, social workers, non-administrative deans, librarians, media specialists, speech pathologists, visual consultants, and audiologists and all full-time and part-time classified student support, paraeducators, (including computer, special education, deaf interpreters, early childhood, head start, library, and classroom) and all Head Start Educators (“Staff Member(s)”).

1.2 The Board agrees not to enter into contract negotiations in regard to hours, wages, and working conditions with any individual, group, or organization of Staff Members covered by this Agreement, other than its duly elected representatives, for the duration of this Agreement. Nothing herein shall preclude individuals or other organizations from presenting their views and recommendations to the Board or administrative staff at any time.

1.3 Definitions of Terminology (Defined Terms)

As used in this Agreement the following definitions will apply:

- .1 Bargaining Unit – regularly employed full-time and part-time employees of the District as listed in Paragraph 1.1 of this Agreement.
- .2 Staff Member(s) - a member of the Bargaining Unit, unless otherwise specified.
- .3 Certified Staff Member – All regularly employed full-time and part-time certified teachers, counselors, team leaders, psychologists, social workers, non-administrative deans, librarians, media specialist, speech pathologists, visual consultants, and audiologists.
- .4 Paraeducator – all full-time and part-time paraeducators (including computer, special education, deaf interpreters, early childhood, head start, library, and classroom).

- .5 Head Start Teachers – all Head Start Educators.
- .6 Superintendent - the Superintendent of the District or his/her designee unless otherwise specified.
- .7 day(s) - calendar days, unless otherwise specified.
- .8 Agreement – agreement between the Board and the Union.
- .9 Board – The Board of Education of the District.
- .10 District – Quincy School District #172, Adams County, Quincy, IL.
- .11 Grievance – a written complaint by a Staff Member or the Union that there has been an alleged violation, misrepresentation, or misapplication of the specific provision of this Agreement.
- .12 Grievant – a Staff Member or the Union who presents a Grievance.
- .13 Immediate Family – parent(s), step-parent(s), spouse, brother(s), sister(s), child(ren), foster child(ren) as defined by the DCFS, grandparent(s), grandchild(ren), dependent(s) as defined by the IRS, and legal guardian(s) or the corresponding relative of the Staff Member’s spouse.
- .14 Union – Quincy Federation of Teachers, Local 809, affiliated with the Illinois Federation of Teachers, American Federation of Teachers, AFL-CIO.

ARTICLE II

BOARD AUTHORITY

- 2.1 It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools, and the direction of Staff Members are vested exclusively in the Board. It is the duty of all Staff Members to carry out the policies and regulations as stipulated by the Board. The decision of the Board in matters pertaining to the determination and administration of school policy, the operation and management of the schools, and the direction of Staff Members shall be final, except to the extent the Board has exercised its discretion by entering into a provision pertaining to such subjects in this Agreement.

ARTICLE III

NO STRIKE

- 3.1 During the term of this Agreement and any extension thereof, no Staff Member covered by this Agreement, nor the Union, nor any person acting on behalf of the Union shall ever or at any time engage in, authorize, or instigate, any strike, slowdown or other refusal to

render full and complete services to the District, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the District. It is understood and agreed that any Staff Member violating this provision of the Agreement shall be subject to disciplinary action by the Board up to and including dismissal.

ARTICLE IV

NEGOTIATION PROCEDURE

- 4.1 The Board and the Union agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith: wages, fringe benefits and working conditions.
- 4.2 Negotiations on successor agreements shall begin no later than April 1, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.
- 4.3 Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations and to reach tentative agreements which shall be presented respectively to the Union and the Board for ratification.
- 4.4 Each party to negotiations shall select its negotiating representatives provided that the Board shall not select a Staff Member and the Union shall not select any District administrator.
- 4.5 During negotiations, tentatively agreed upon material shall be prepared for the Board and the Union and signed prior to the adjournment of the meeting at which such agreement was reached.
- 4.6 When the Union and the Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Union for ratification and to the Board for approval.
- 4.7 If a tentative agreement is not reached on all items within thirty (30) days prior to the scheduled start of the school term, either party may declare to the other in writing that an impasse exists. When an impasse has been declared, the parties will jointly request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. Should the Federal Mediation and Conciliation Service be unavailable, the parties shall mutually agree upon a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified and requested to provide a qualified mediator. The costs of mediation shall be shared equally by the Union and the Board.

ARTICLE V

STAFF MEMBER AND UNION RIGHTS

- 5.1 The Board and the Union recognize that each Staff Member has the right to join or not to join any organization for the Staff Member's professional or economic improvement, and membership in any organization shall not be required as a condition of employment.
- 5.2 The Board and the Union agree that they will not discriminate against any Staff Member with respect to hours, wages, terms or conditions of employment by reason of the Staff Member's membership in the Union or participation in any Grievance.
- 5.3 The Board and the Union agree that they will not discriminate against any staff member for reasons of color, race, sexual orientation, marital status, religious affiliation, age, sex, or national origin.
- 5.4 When a Staff Member is required to appear before the Board concerning any matter which could adversely affect that Staff Member's position, employment or salary, the Staff Member shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a personal representative at said meeting. If, during the course of discussing disciplinary action with an administrator, a Staff Member requests Union representation, the administrator shall discontinue the discussion.
- 5.5 A Staff Member shall have the right, upon request and at a time mutually convenient to the parties, to review the contents of his/her own personnel file as maintained by the District. Privileged information, such as letters of reference, shall be specifically exempted from such a review. A Staff Member may write a response to any material contained in his/her file and this response will also be placed in the Staff Member's personnel file.
- 5.6 The Union shall have the right to post official notices of its activities and matters of Union concern on designated bulletin boards. The District may direct the removal of any items posted on the bulletin board that in the District's judgment may be offensive, in poor taste, not appropriate for display, or violates the Illinois Ethics and Gift Ban Act or other applicable laws.
- 5.7 The Union shall have the right to use Staff Member mailboxes and interschool mail service for communication with Staff Members, provided it does not violate the Illinois Ethics and Gift Ban Act or other applicable laws.
- 5.8 Time will be made available during the District opening day for the Union to make brief (up to five minutes) announcements.
- 5.9 Duly authorized representatives of the Union shall be permitted to transact official Union business on school property during lunch periods and before and after school, provided that such activities shall not interfere with or interrupt normal school operations and that

any Union representatives who are not District employees shall follow security entry procedures and make their presence known to the building principal.

5.10 In order to promote the free flow of information among the Union, the District, and the Board, the Union and the District agree to establish a Consultation Committee composed of three representatives of the Union, selected by the Union, the President of the Board, and the Superintendent. The Consultation Committee shall meet at mutually agreed upon times as needed, to discuss matters of mutual concern.

5.11 The Union shall be furnished regular and routine financial reports prepared for the Board on a monthly basis. Requests for reports shall not be unreasonably denied and the reports shall be provided within a reasonable amount of time. Nothing herein shall require the District to research and assemble reports.

5.12 Within thirty (30) days of ratification of the Agreement, the Board shall post the Agreement on the District's website.

5.13 An advisory committee consisting of the building principal or his/her designee and the Union building representative(s) shall meet at least once every other month. The committee will serve as a sounding board for the principal and Staff Members on matters relating to staff, school climate and operations of the building. The intent of this committee is to foster communication between the Union and administration in each District building. By mutual agreement, meetings may be held more often.

.1 The District will reserve one Thursday per semester to allow the Union to have a general membership meeting. The Superintendent and the Union will mutually agree on the date for these meetings at least one (1) month in advance. District scheduled meetings will not be held on the agreed upon dates except in the case of a special circumstance. By mutual agreement, meetings may be held more often. Such meetings shall be held after school.

5.14 Fair Share

.1 It is recognized that the Union's duties as the sole and exclusive bargaining agent entail expenses which appropriately are shared by all Staff Members who are beneficiaries of the Agreement. To this end, if a Staff Member does not join the Union, such Staff Member will:

.1 Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the services rendered by the Union; or

.2 Pay directly to the Union a like sum.

.2 In the event such an authorization is not signed or such payment is not made within thirty (30) days following the commencement of employment of the Staff Member or the effective date of this Agreement, whichever is later, the District shall, after notification in writing from the Union, deduct such amount in equal payments from the regular salary check of the Staff Member.

- .3 The Union shall annually certify to the District the amount constituting each non-member Staff Member's share, which amount shall include only such expenses as qualify for inclusion in the Fair Share fee pursuant to the rules and regulations of the Illinois Educational Labor Relations Board. Such certification shall be made in writing by the Union president and submitted to the District's business office on October 1 of each year. In the event a Staff Member objects to the amount of such fee, the Union shall place the objecting Staff Member's fees in a blind escrow or blind trust pending final determination of the appropriateness of the fee imposed. Such determination shall be made only after a full hearing before the Illinois Educational Labor Relations Board or any impartial fact-finder appointed by the IELRB. If the Staff Member is entitled to a refund, the Staff Member shall receive such refund plus any interest earned on the refund during pendency of the action.
- .4 If a non-member Staff Member declares the right of non-association based upon *bona fide* religious tenets or teachings of a church or religious body of which such Staff Member is a member, such Staff Member shall be required to pay an amount equal to the Staff Member's proportionate share to a nonreligious charitable organization mutually agreed upon by the Staff Member and the Union. If the Staff Member and the Union are unable to reach agreement on the matter, the charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.
- .5 The Union, the Illinois Federation of Teachers, AFL-CIO, and the American Federation of Teachers, AFL-CIO, agree to defend, indemnify and hold the Board and the District harmless against any claims, demand, suit or other form of liability which may arise by reason of any action taken by the Board and/or the District in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's and/or District's failure to comply with the obligations imposed upon it by this Section.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 Definition

A grievance ("Grievance") shall mean a written complaint by a Staff Member or the Union that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement. A grievant ("Grievant") is a Staff Member or the Union who presents a Grievance.

6.2 Purpose

Every Staff Member shall have the right to present Grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level,

equitable solutions to valid Grievances which may arise.

6.3 Bypass

By mutual agreement, any step of the Grievance procedure may be bypassed.

6.4 Representation

The Grievant has the right to a representative of choice in all steps of the Grievance procedure, including the informal meeting with the most immediate supervisor. The Grievant shall be present at all Grievance discussions unless the District, Union, and the Grievant mutually agree that the Grievant's presence is not desirable or necessary. When the presence of the Grievant at a Grievance hearing is required by either party, illness or incapacity of the Grievant shall be grounds for any necessary extension of Grievance procedure time limits.

6.5 Time Limits

A Grievance must be filed within fourteen (14) days of the occurrence of the event or within fourteen (14) days of when the Grievant should have reasonably known of the event which gave rise to the Grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the Grievance as rapidly as possible.

6.6 Constraints

Any investigation or other handling or processing of any Grievances by the Grievant or the Union shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the Grievant or of the District's employees.

Failure of a Grievant or the Union to act on any Grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the Grievant to proceed to the next step. Time limits may be extended by mutual agreement.

If the Union or any Staff Member files any claim, charge, cause of action or complaint in any forum other than under the Grievance Procedure of this Agreement, the District shall not be required to participate, process or arbitrate or further participate, process or arbitrate a Grievance hereunder based on the same set of facts. This provision constitutes an express waiver by the Union and all Staff Members represented by the Union of their rights to file, process and arbitrate any Grievance which is based on the same set of facts which form the basis of any claim, charge, cause of action or complaint which has been filed in any other forum.

6.7 Procedure

Step One

It is desirable for a Staff Member and the immediate supervising administrator to resolve problems through free and informal communications. Therefore, before a Grievance is filed, the Staff Member or the Union shall discuss the complaint with the most immediate supervising administrator.

Step Two

If the complaint cannot be resolved informally, the Staff Member or the Union shall file the Grievance in writing with the immediate supervising administrator, who shall certify by signature the date and hour the Grievance was received. This certification shall be witnessed by the Grievant. The written Grievance shall state the nature of the Grievance, shall note the specific clause or clauses of the Agreement which are applicable, and shall state the remedy requested. The filing of the formal, written Grievance must be within fourteen (14) days from the date of the occurrence of the event giving rise to the Grievance. The supervisor shall make a decision on the Grievance and communicate it in writing to the Grievant and the Superintendent within fourteen (14) days after receipt of the Grievance.

Step Three

In the event a Grievance has not been satisfactorily resolved at the second step, the Grievant shall file, within ten (10) days of the immediate supervising administrator's written decision at Step Two, a copy of the Grievance with the Superintendent. Within ten (10) days after receipt of the Grievance, the Superintendent or his designee shall meet with the Grievant to resolve the Grievance. The Superintendent or his designee shall file an answer within ten (10) days of the third step Grievance meeting and communicate it in writing to the Grievant and the immediate supervising administrator.

Step Four

If the Grievance is not satisfactorily resolved at Step Three, the Grievance may proceed to binding arbitration. The Union may submit to the Superintendent a written request on behalf of the Union and the Grievant to enter into binding arbitration. This request must be submitted within twenty (20) days of receipt of the Step Three answer.

Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the American Arbitration Association. Within seven (7) days after the Union requests binding arbitration, the two parties will request the American Arbitration Association provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one (1) name at a time from the panel until only one (1) name shall remain. The remaining name shall be the Arbitrator. Expenses for the arbitrator's services shall be born equally by the District and the Union. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issues or issues presented to him/her in writing by the District and the Union and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the relevant language of the Agreement.

ARTICLE VII
EMPLOYMENT CONDITIONS

7.1 Work Year

- A. The work year for a Certified Staff Member and Head Start Teacher shall not exceed 181 work days, including student attendance days, Staff Member institute days, Staff Member workshop days, and a teacher work day at the end of the year. Summer in-service will be optional unless required as a condition of employment such as program improvement, curriculum changes, summer employment, and/or remediation. Pre-approved summer in-service will be compensated.
- B. A Paraeducator's work year will consist of 1267 hours (181 days x 7 hours per day) of work. On any day in which a Paraeducator works more than 3 ½ hours, the Paraeducator will have an unpaid 30-minute duty free lunch.

7.2 Notification of Assignment

A Staff Member will be notified in writing of his/her assignment for the following school year no later than August 1, except for emergency situations, such as retirement, resignation, termination, death, serious illness of a Staff Member and students' needs as determined by the District. When a permanent change is made in a Staff Member's assignment, the Staff Member may request to meet with the administration to discuss the change in assignment.

7.3 Preparation Time

- .1 Each full-time Certified Staff Member at Junior and Senior High will have a preparation period that shall be the same length as other regularly scheduled classes within the student attendance day.

A full-time Certified Staff Member at Baldwin School will have the equivalent of 200 minutes of preparation time in a regular five (5) day instructional week. A full-time Certified Staff Member at the K-3 Schools will have the equivalent of 180 minutes of preparation time in a regular five (5) day instructional week. A full-time Certified Staff Member at Pre-K and a Head Start Teacher will have the annualized equivalent of 180 minutes per week.

- .2 The K-3 school day will end before 3:00 p.m. or, if after 3:00 p.m., as close to 3:00 p.m. as is possible except as necessary to comply with governmental mandates or emergency situations as determined by the District.

- .3 There will be no additional compensation for planning time that is missed due to a field trip, holiday party, assembly or other like event. Every effort will be made to not repeatedly interrupt the same period(s) of the day with these types of events.

7.4 Vacancies, Postings and Transfers

- .1 Information regarding positions, including extracurricular positions, which are available shall be posted for a period of at least five (5) working days. Building administrators will be involved in describing the vacancies in their buildings in order to more clearly reflect the position that is available. During the summer, the place for all postings shall be in the District's Central Administrative Office. At the time of this posting, a written communication announcing the openings will be sent to the Union President and a copy of the posting will be sent to the Union office. Every Staff Member will have the right to apply for any Bargaining Unit position for which he/she is qualified that becomes available. Applications shall be in writing, addressed to the Superintendent. As part of this application process, each Staff Member who applies will be granted an interview unless both the following conditions (A and B) are true:
 - A. The position is equivalent to a Bargaining Unit position that the Staff Member has applied for within the last year;
 - B. The administrator primarily responsible for the position has interviewed the Staff Member within the last year.
- .2 Qualifications and/or qualities being equal, as determined by the District, a Staff Member applying for vacancies will be offered vacant positions over new hires. Vacancies will not be permanently filled until the five (5) working days' posting period has expired. Temporary appointments may be made during the posting period but in no event may a temporary appointment extend beyond the end of the current year.

.3 Involuntary Transfers

The selection and assignment of personnel to staff a building shall be the responsibility of the Superintendent. Maintaining the quality of the educational program will be the primary consideration followed by the Superintendent in determining staff assignments. In the event that it becomes necessary to transfer or reassign a Staff Member, the District will provide boxes, necessary supplies, and transportation to move his/her classroom and personal items upon request.

7.5 Summer School

Information regarding anticipated Staff Member employment opportunities in summer school shall be posted as early as possible. A Staff Member interested in summer school employment shall apply in writing to the Superintendent no later than fourteen (14) days after the posting.

7.6 Traveling Staff Member

Every reasonable effort will be made to provide a teacher Staff Member required to travel between schools with a regular classroom at each school in which they are required to teach. A teacher Staff Member required to teach in more than one building will only be assigned normal supervisory duties in one building.

7.7 Additional Professional Responsibilities – Certified Staff Members

- .1 A Certified Staff Member may be employed for work in excess of the regular 181-day work year. A Certified Staff Member employed for additional professional responsibilities requiring certification (i.e., extra days, extra classes, etc.) with the exception of those listed in Schedule I, paragraph B shall be compensated on the following basis:
 - Weekly = $2.75\% \times 90\% \times$ Certified Staff Member's Salary on Schedule A
 - Hourly = $1/40 \times 2.75\% \times 90\% \times$ Certified Staff Member's Salary on Schedule A
- .2 Specific additional professional responsibilities, which require work days beyond 181 days, which shall be entitled to additional compensation under this provision of the Agreement may include but not be limited to Certified Staff Members in the following classifications: counselors, social workers, distributive vocational education teachers, librarians, summer school, non-administrative deans, EH/ED coordinator and extra classes which are taught a minimum of forty five (45) days on a continuous basis. Summer school teaching is not subject to the extended contract provision, nor is extra class assignments. Increases to extended contract assignments shall not be subject to continuation and shall be compensated in the same manner as described above in this section. Extended contracts shall remain at the same level of assignment unless mutually agreed upon by both parties. The exception is reduction in force.
- .3 Compensation for Shared Training Program (STP) classes taught by the Vo Tech Certified Staff Members shall receive a 16.67% increase in their base pay for such participation during such participation. Student participation and program needs will be factors considered by the District when determining whether STP classes will be offered. Staff Members will be compensated only for teaching a full session. There will be no compensation when absent.

7.8 Extra Supervisory Duties

A Staff Member who takes extra supervisory duty for which other Staff Members in the District are routinely paid (e.g. lunchroom duty, extended day at Baldwin) will be compensated in like manner. Other extra supervisory duties requested by the District of a Staff Member will be compensated if mutually agreeable.

7.9 Class Size Committee

Each attendance center will have a Class Size Committee. This committee will be composed of two (2) teacher Staff Members and one (1) administrator. The Class Size Committee will meet once each academic quarter. Each Class Size Committee will send a report to the Superintendent each quarter. This report will identify class size and teacher Staff Member load. The Superintendent will use this information to insure compliance with the Illinois School Code.

7.10 Education Leave and Additional Work Hours - Paraeducators

.1 Reimbursement for Workshops/Conferences

A Paraeducator may submit a request to attend a workshop or conference. If approved, reimbursement for expenses incurred and compensation earned will be according to the District procedure applicable at the time of approval.

.2 Additional Work Hours

A Paraeducator who is required by the District to attend in-service training, field trips, or meetings that extend outside of a regular work day, may record the additional hours in the manner of time and attendance provided by the District for compensation.

7.11 Statement of Position Responsibilities – Paraeducators

For each position advertised as listed in Section 7.4, a statement of position responsibilities containing the basic job duties shall be developed by the District. Basic position responsibilities shall be shared with any potential candidate who interviews for the advertised position. The basic position responsibilities shall list requirements in the areas of hygiene needs, medical needs, behavior needs, and physical requirements as they pertain to the advertised position. The basic position responsibilities are recognized as only a partial list of duties for the advertised position and shall in no way limit or restrict the District in the assignment of other duties to any person assigned to the advertised position. However, the requirements of the advertised position in the areas of hygiene needs, medical needs, behavior needs, and physical requirements shall remain substantially the same during the school term unless changes are mutually agreed upon by the Paraeducator and District.

- .1 A Paraeducator will be provided with a list of main duties at the beginning of the year after consultation with the teacher Staff Member and administrator with whom the Paraeducator works. In the event the list of duties includes “restraining students,” the type of restraint to be used must be specified and the District must provide the training. If during the year it becomes necessary to revise and/or update the list, the Paraeducator shall first be consulted.

7.12 Overtime – Paraeducators

.1 Overtime

- .1 All overtime must be authorized in advance by the District. A work week is defined as Monday 12:01 a.m. through Sunday 12:00 midnight.
- .2 Overtime is time actually worked over 40 hours in a work week. Overtime will be reimbursed at one and a half (1½) times the Paraeducator’s regular hourly wage. A Paraeducator will receive his/her regular hourly rate for all hours worked up to 40 hours in a work week. A Paraeducator must submit an approved time sheet to receive overtime compensation.

ARTICLE VIII
SENIORITY AND REDUCTION IN FORCE

8.1. Seniority - Certified Staff Members

- .1 Seniority shall mean the amount of continuous, full-time service and proportional part-time tenured service in the District. Periods of leaves of absence and periods of nontenured part-time service, other than paid sick leave, shall not be counted in determining length of service
- .2 If the length of service of a Certified Staff Member within the District shall be equal, preference shall be given to the Staff Member with the greatest total amount of certified experience in public schools.
- .3 The District will establish and maintain a seniority list of all District tenured Certified Staff Members. The seniority list will reflect the criteria called for in this Article and shall be posted for review by the Certified Staff Member by January 15 of each year. Any disagreements with the seniority listing will be made known to the Superintendent by February 15 of each year.

8.2. Reduction in Force – Certified Staff Members

- .1 If the Board determines it is necessary to have a reduction in staff among tenured Certified Staff Members, the order of such dismissals shall be in inverse order to each Certified Staff Member's seniority. All non-tenured Certified Staff Members shall be dismissed before any tenured Certified Staff Member is honorably dismissed so long as the tenured Certified Staff Member is qualified to displace a non-tenured Certified Staff Member.
- .2 Any Certified Staff Member honorably dismissed pursuant to this Article shall be recalled to positions for which he/she is qualified, in reverse order of the dismissals. Recall rights will be in effect for the following school term or within one (1) calendar year from the beginning of the following school term. A Certified Staff Member shall have the right to refuse or accept a position of lesser contract terms and still retain rights to a position equal to the one from which the Certified Staff Member was dismissed.

8.3. Seniority – Paraeducators and Head Start Teachers

- .1 A seniority list shall be developed for Paraeducators, Head Start Paraeducators, and Head Start Teachers. Seniority shall be determined by the date on which a full or part time Staff Member is officially hired by the District. Each Staff Member will be listed on the classified seniority list in the order of his/her hire date. If a Staff Member leaves a Bargaining Unit position for another position in the District, the seniority date of the original Staff Member position(s) shall be retained on the classified seniority list.

.2 Classified Seniority List Exceptions

The Union shall have thirty (30) days from February 1 of each year to file exceptions to the seniority list. Exceptions shall be filed with the Superintendent.

.3 Loss of Seniority

All seniority shall be lost upon resignation, retirement, dismissal or upon layoff when recall rights expire.

.4 Reduction in Force

Seniority by hire date will prevail unless qualification and/or testing would result in an unfilled position required by the District. In order to qualify as a deaf interpreter Staff Member, the Paraeducator shall meet the requirements as an educational interpreter as approved by ISBE.

.5 Reduction in Force and Recall Rights

.1 Any Staff Member dismissed solely as the result of the decision of the Board to reduce the number of Staff Members shall be given written notice at least thirty (30) days before the employee is removed or dismissed or the hours he or she works are reduced, together with a statement of honorable dismissal and the reason therefore if applicable.

.2 The Staff Member with the shorter length of continuing service with the District, within the respective category of position, shall be dismissed first. If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the Staff Member so removed or dismissed from that category or any other category of position, so far as they are qualified to hold such position. A Staff Member's salary, benefits and previously accrued seniority hire date will not be affected if recalled during this time. However, service credit for the purpose of placement on the salary schedule will not accumulate during the layoff. A Staff Member will be offered these vacant or newly created positions in inverse order of his/her previous seniority hire date.

.3 If a Staff Member is involuntarily moved through a reduction in force to a position in another salary category where the Staff Member would receive a lesser salary than in the Staff Member's previous assignment, the Staff Member shall receive the same salary as the previous year. This salary shall remain at the same amount until the year where the Staff Member's new salary schedule will exceed this previous amount.

ARTICLE IX
STAFF DEVELOPMENT AND EVALUATION

9.1 Staff Development – Certified Staff Members

- .1 A Certified Staff Member shall be responsible for maintaining a continuous high level of professional service and are responsible for discharging his/her assignments with professional proficiency.
- .2 It is the responsibility of each Certified Staff Member to add to his/her professional growth by participating in the District's staff development program or other quality in-service by earning appropriate college credit, and/or by participating in individual endeavors that enhance the Certified Staff Member's professional skills.
- .3 The District will budget and provide multiple appropriate opportunities for professional growth at District expense. The District will determine the type and content of these opportunities, taking into consideration District goals, funding, staff feedback, and legislation. These opportunities include, but will not be limited to, outside consultants, in-service workshops, out-of-district workshops and conferences, and in-district committee work.
- .4 Each Certified Staff Member shall be responsible for maintaining and reporting professional development credit as required for certification.
- .5 A Certified Staff Member may be required to participate in a specific staff development activity when his/her evaluator or the Superintendent indicates that the Certified Staff Member has a deficiency in a particular area or when participation is required due to a District initiative or curriculum implementation.

9.2.1 Evaluation – Certified Staff Members

- .1 The parties agree that the primary objective of the evaluation process is to improve the quality of instruction and service to students. Evaluation is an ongoing process and includes communication between the evaluator and the Certified Staff Member regarding performance and suggestions for growth.
- .2 The parties further recognize the value and importance of establishing a procedure for the evaluating and assisting the progress and success of both probationary and tenured Certified Staff Members. The primary evaluator shall acquaint the Certified Staff Member with the evaluation procedures, standards, and instruments. No formal evaluations shall occur prior to acquainting the Certified Staff Member with this information.
- .3 Formal evaluation of a Certified Staff Member's performance shall be in accordance with the following criteria:
 - .1 A Nontenured Certified Staff Member shall be evaluated in writing at least twice per school year.

- .2 A Tenured Certified Staff Member shall be evaluated in writing at least once every two (2) years.
- .3 The written evaluation shall be provided to the Certified Staff Member within twenty (20) school days of the formal observation.
- .4 All formal evaluations of a Certified Staff Member shall be conducted openly and with the full knowledge of the Certified Staff Member.
- .5 If a Certified Staff Member feels the formal written evaluation of his/her performance was incomplete or inaccurate, the Certified Staff Member may put those objections in writing and have them attached to the evaluation report.
- .6 If a Certified Staff Member requests a conference within five (5) school days of receipt of the formal written evaluation, the primary evaluator shall hold a conference with the Certified Staff Member within ten (10) school days of such request unless illness prevents such request. In such event the conference shall be held as soon as practicable.
- .7 The procedure set forth in this section of the Agreement pertains to the formal evaluation of a Certified Staff Member and nothing herein shall be construed to limit informal observations and evaluations.

9.2.2 Evaluations – Paraeducators

A Paraeducator with four or more consecutive years of no unsatisfactory markings will have at least one (1) formal classroom observation annually. This observation is to be announced, be at least 20 minutes in length, and be followed by a post conference within ten (10) days unless illness or emergency prevents such conference. In such event, the conference shall be held as soon as practicable. Communication with a Paraeducator's classroom teacher will help identify times/environments for observations.

A Paraeducator with less than four consecutive years of no unsatisfactory markings will have a least two (2) formal classroom observations annually. One of these observations is to be announced and one unannounced, be at least 20 minutes in length, and be followed by a post conference within ten (10) days unless illness or emergency prevents such conference. In such event, the conference shall be held as soon as practicable. Communication with a Paraeducator's classroom teacher will help identify times/environments for observations.

9.2.3 Evaluations – Head Start Teachers

A Head Start Teacher will be evaluated using the non-tenured teacher evaluation process.

- 9.3 The District and Union will establish two committees, each consisting of four members of the Union and four members of the administration. Each committee will meet at least once annually to assess the effectiveness of the certified or non-certified evaluation tool/process and to make recommendations to the Union and District for possible

changes.

9.4 National Board Certification

A Certified Staff Member participating in initial certification or renewal certification through the National Board for Professional Teaching Standards (NBPTS) shall have two (2) leave days for the purpose of portfolio completion.

9.5 The District intends to continue providing an Induction/Mentoring Program for certified staff in cooperation with the Union. Degree of implementation will be contingent upon available funding as determined by the District.

9.6 Discipline - Paraeducators

The Union and District subscribe to the concept of progressive corrective discipline. Steps of progressive discipline are (1) verbal warning, (2) written warning, (3) suspension with or without pay, and (4) discharge. Disciplinary action will be administered in a manner so as not to cause unnecessary embarrassment to the Paraeducator.

.1 Interview

The District may conduct an investigative interview of a situation in which the Paraeducator may be involved from which the results of the interview might result in discipline of the Paraeducator. Investigative interviews may occur at any time as needed.

.2 Disciplinary Appearance

When a Paraeducator is required to appear before the Board or administration concerning any matter which could adversely affect that Paraeducator's position, employment or salary, the Paraeducator shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a personal representative at said meeting. If, during the course of discussing disciplinary action with an administrator, a Paraeducator requests Union representation, the administrator shall discontinue the discussion.

.3 Disciplinary Actions

No Paraeducator covered by this Agreement shall be disciplined by suspension with or without pay, withholding compensation, or discharge without:

- A. Notice of the reasons; and,
- B. The opportunity to have a Union representative present at a Paraeducator disciplinary conference. The Paraeducator is responsible to notify administration of his/her request for Union representation and the Paraeducator shall arrange for such representation.

.4 Disciplinary Procedure

Nothing in this section prohibits the Board or administration from taking

immediate action for circumstances of a serious nature including, but not limited to, a danger to the safety and welfare of students or staff.

This section 9.6 shall not apply to a probationary Paraeducator who has served the District less than nine (9) work months e.g., one (1) school year or the end of the Paraeducator's second semester of employment even if the nine (9) months have not been completed.

- 9.7 Staff Members will demonstrate professional courtesy during professional development training and sessions including, but not limited to, prompt attendance and active, attentive participation.

ARTICLE X LEAVES

10.1 Sick Leave

- .1 Each full-time Paraeducator or Head Start Teacher shall be granted twelve and one half (12.5) sick leave days per school year, three (3) of which may be used for personal leave as provided in Section 10.2. No more than three (3) personal leave days may be used per year. Each full-time Certified Staff Member shall be granted twelve and one half (12.5) sick leave days per school year for years zero (0) to nine (9), fifteen (15) sick leave days per school year for years ten (10) to nineteen (19), twenty (20) sick leave days per school year for years twenty (20) to twenty nine (29), and twenty five (25) sick leave days per school year for years thirty and over (30+). Each full-time Certified Staff Member may use three (3) sick days for personal leave as provided in Section 10.2. No more than three (3) personal leave days may be used per year. Unused amounts shall be allowed to accumulate to a maximum available sick leave of four hundred (400) days which includes the leave of the current school year. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate Family shall be defined as: parent(s), step parent(s), spouse, brother(s), sister(s), child(ren), foster child(ren) as defined by DCFS, grandparent(s), grandchild(ren), dependents as defined by the IRS, and legal guardians or the corresponding relatives of the Staff Member's spouse.
- .2 Serious illness is defined as being an illness which an attending physician would designate, if requested, as sufficiently serious to require the presence of the Staff Member at the bedside. Serious or personal illness may require written verification from the attending physician.
- .3 Unused sick leave shall accumulate without limit except as provided in Section 10.1.1 above.
- .4
 - A. A Certified Staff Member or Head Start Teacher employed for a period of time shorter than 181 days will have their sick leave prorated accordingly ($\# \text{ of days} / 181 \times 12.5$ [or *number of days granted under 10.1.1*] = total sick days).
 - B. A Paraeducator employed less than 1267 hours per year shall be granted a prorated portion of sick leave days per school year ($\# \text{ of days} /$

181 x 12.5 = total sick days).

- .5 Maternity leave is granted for 6 weeks (42 calendar days) from the date of birth or adoption. A written request shall be sent to the Personnel Office requesting the leave. Accumulated sick leave can be used for this period of time. An extension can be requested for an additional 2 weeks (14 calendar days) for a medical reason with a physician's written note. Accumulated sick leave can also be used for the extension. If a Staff Member does not have accumulated sick days to cover the length of the absence, the days will be unpaid leave. Staff Members desiring maternity leave should contact the Superintendent in writing as far in advance of such leave as possible indicating approximate start date and end date of the leave.

10.2 Personal Leave

Personal leave shall be used for the purpose of handling personal business and no reason need be given. A written application for personal leave shall be made to the immediate supervisor. Notice of personal leave shall be given as early as possible in advance of the requested leave and except in emergency situations shall be at least two (2) days prior to the day of leave.

- .1 Personal leave days may not be taken during the first or last five (5) days of school, on days when final examinations or special programs are scheduled, or on the first working day preceding or following a vacation or holiday or institute day, except in emergency situations as approved by the Superintendent.
- .2 On any particular day, there may be a limit as to the number of Staff Members who may take personal leave from a particular building. The limit shall be 10% of the Head Start, Pre-K and K-3 building staff and 5% of Baldwin, Junior High and Senior High, unless approved by administration.

10.3 Funeral Leave

In the event of a death in a Staff Member's Immediate Family, or the death of a brother-in-law, sister-in-law, son-in-law or daughter-in-law, funeral leave shall be allowed up to four (4) days per occurrence. One day of funeral leave shall be allowed for aunts, uncles, nieces or nephews or the corresponding relative of the Staff Member's spouse. Personal leave will be used for attendance at other funerals.

A Staff Member will be allowed to attend the funeral of a student in his/her classroom up to one full day without loss of pay.

10.4 Court Appearances

- .1 A Staff Member called for jury duty when school is in session shall receive full salary during the time the Staff Member is on jury duty.
- .2 A Staff Member issued a court subpoena concerning matters relating to his/her employment by the District shall receive full salary for each working day of required absence. This provision is not applicable if the Staff Member is

subpoenaed to testify under the following conditions:

- .1 A matter in which either the Staff Member, or any of the Staff Member's Immediate Family, or any business associate have a financial interest.
- .2 If the Staff Member is a witness against the District, the Board, or its representatives as a result of any legal actions commenced by or on behalf of the American Federation of Teachers AFL-CIO, Illinois Federation of Teachers, and the Union, its agents or members, or as the result of any legal actions arising from collective negotiations between the Union and the Board.
- .3 If the Staff Member has been charged with negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the District and the Staff Member is found guilty by a jury or court of the charges brought against such Staff Member.

10.5 Extended Leave of Absence

- .1 The following conditions shall apply to all extended leaves of absence unless otherwise indicated:
 - .1 A request for an extended leave of absence shall be in writing to the Superintendent.
 - .2 To be eligible for an extended leave of absence, a Staff Member must have completed a minimum of five (5) full school terms of continuous employment in the District.
 - .3 Granting of an extended leave of absence shall be at the discretion of the Board.
 - .4 Leaves shall be limited to one (1) year from the effective date of the leave. Further extension of an extended leave of absence shall be at the discretion of the Board.
 - .5 Staff Members shall return from an extended leave of absence at either the beginning of the school term or the beginning of a quarter unless mutually agreed upon by the Staff Member and the immediate supervisor.
 - .6 Extended leaves of absence will be without pay and salary increments shall not accrue during a leave of absence.
 - .7 Accrued benefits earned at the time the leave begins shall be retained but no additional benefits shall accrue during the period of the leave.
 - .8 A Staff Member on extended leave shall upon written request be permitted to continue in the District's group insurance programs for a period of one (1) year from the date the leave begins, providing the Staff Member pays the total medical insurance premium which includes the District's share.

- .9 Written notice of intention to either return or resign shall be given to the Superintendent ninety (90) days prior to the expiration of the leave. Failure to furnish such written notice shall constitute a notice of resignation. No written notice is required to be sent from the District to the Staff Member prior to this date. It is the responsibility of the Staff Member to provide written notice to the District. These limits apply to all leaves except Board approved medical leave.
 - .10 The District may require a Staff Member on extended leave of absence to furnish a statement from a physician indicating whether a Staff Member is capable of returning to work.
 - .11 A Staff Member returning from an extended leave of absence cannot be assured of placement in the same position which he/she held prior to going on leave of absence.
- .2 The following listed leaves shall be considered as extended leaves of absence under the provisions of this Section of the Agreement and thus subject to the foregoing conditions and requirements:

.1 Extended Maternity/Adoption/Child-Rearing/Foster Child Placement Leave

A Staff Member may be granted a leave of absence because of the forthcoming birth of a child, adoption of a child, or for the care of a child resulting from either a birth, adoption, or a foster child placement. Sick leave shall not be applicable during a period of maternity/adoption/child-rearing/foster child placement leave.

.2 Military Leave

A Staff Member inducted into the military service of the United States shall be granted an extended leave of absence for the period of their required service in the military.

.3 Extended Medical Leave

A Staff Member may apply for extended medical leave for health reasons for the remainder of a current school year. The request for such leave must be accompanied by a statement from a physician indicating that such leave is necessary for the physical or emotional well-being of the Staff Member. Such leave shall be granted upon receipt of said statement.

.4 Advanced Study Leave

A Staff Member may apply for a leave of absence to pursue advanced study. Requests for this leave must be submitted on or before February 1 or October 1 proceeding the school semester when the leave is to begin and shall include the line of study to be pursued and the college or university to be attended. The Board will make the decision in accordance with the best interests of the District as far as programs, students and staff is concerned.

.5 Extended Personal Leave

A Staff Member may apply for a leave of absence for personal reasons. Requests for personal leave must be submitted on or before February 1, preceding the school term when the leave is to begin. Prior to March 1, the Superintendent will make a recommendation to the Board in accordance with the best interests of the District as far as programs, students, and staff are concerned.

10.6 Union Leave

Designated representatives of the Union shall be allowed time to conduct Union business and/or attend meetings pertinent to Union matters without loss of salary, provided: the aggregate number of days in any school term shall not exceed seventeen and one half (17.5) days and no one Staff Member may use more than five (5) days; the Union will reimburse the District the costs for substitute Staff Member for all days taken in excess of eight (8) days. A written request for such attendance shall be submitted to the Superintendent at least five (5) days in advance of the absence and shall state the specific purpose of the meeting, the date of the meeting, and the Staff Member who will attend the meeting.

10.7 Parent Teacher Conference

A Staff Member will be allowed to attend parent conferences for his/her own children without loss of pay provided, however, that if a half-day or more is needed, personal leave will be requested. Reasonable prior notice shall be given by the Staff Member to the appropriate administrator.

10.8 Sick Leave Bank (SLB)

A. Eligibility

A Staff Member is eligible for SLB if, but only if, the Staff Member (1) is currently enrolled as a member of the SLB, (2) has exhausted his/her accumulated sick leave, and (3) is absent from work because of a catastrophic illness of his/her person or mother, father, spouse, child or dependent living in the Staff Member's household. Catastrophic illness or injury is as determined by the committee established under paragraph E. Examples include, but are not limited to, heart attack, cancer, car accident, major surgery, etc. This program is not to be used for short-term illnesses.

B. Participating Staff Members

1. Enrollment. New Staff Members shall be provided with information relative to SLB at the time of the initial employment and shall have two calendar months from the first day of the month following their initial date of employment to file their application with the office of the Superintendent. Once every five (5) years, beginning with 2010, Staff Members not enrolled in SLB will have the opportunity to enroll in SLB through an open enrollment. Staff Members will be notified of the open enrollment period in the September "UPDATE" newsletter. Staff Members shall have until December 1st of the same year to enroll in SLB. Enrollments shall be filed with the office of the Superintendent.

2. Withdrawal. A participating Staff Member may withdraw at any time by giving written notice of withdrawal to the office of the Superintendent. The withdrawal shall not be effective until the first day of October following the delivery of the notice of withdrawal. Until the effective date of withdrawal, the participating Staff Member shall be subject to the assessment provisions of paragraph C.2. A participating Staff Member who withdraws forfeits all days contributed to the reserve and cannot resume participation at a later date until the next open enrollment period.

C. Reserve

1. Formation. In order to establish and maintain a reserve each participating Staff Member shall initially contribute two (2) sick leave days to the reserve.

2. Maintenance. If at any time, the reserve falls below thirty (30) days, all participating Staff Members shall be assessed two (2) days. If such assessment does not raise the reserve to one hundred (100) days, SLB shall terminate in accord with paragraph 3 below. Any participating Staff Member who has exhausted his/her sick days and has no days available for such assessment shall be temporarily suspended from participation in SLB until the participating Staff Member has accumulated two (2) additional days for assessment at which time the participating Staff Member shall be assessed and reinstated. If a Staff member has exhausted his/her thirty (30) day benefit, he/she may not enroll in the sick leave bank during any subsequent open enrollment opportunities.

3. Termination. If the number of participating Staff Members in this program is not sufficient to support the assessment for maintenance as set forth in paragraph 2 above, the program shall automatically terminate and no credit will be given to any participating Staff Member in the program for days remaining in the reserve if the number of days divided by the participating Staff Members is less than one (1). If said number is one (1) or more, then the days remaining in the reserve shall be divided equally among participating Staff Members. If a Staff member enrolled in the sick leave bank experiences a break in service to the District, he/she must re-apply in accordance with enrollment procedures.

D. Payment of Benefits

1. A participating Staff Member who is found to qualify for days from the SLB will have those days credited to his or her normal sick day account to be used for absences.

2. A participating Staff Member shall be eligible for the SLB for no more than thirty (30) days which may be assessed in one or more illnesses. The total days for all illnesses in no event shall exceed thirty (30) days.

E. Operational Guidelines

The SLB committee shall govern the operation of the SLB Program. It shall consist of three members: (1) the Superintendent, (2) the President of the Union or his/her designee, and (3) Chairperson of the Self Insurance Committee or his/her designee. A Staff Member

who has exhausted his/her personally accumulated sick leave may make a written application to the Committee for withdrawal of days from the reserve. The Staff Member shall state the reason for the inability to work and the number of days requested from the reserve. Before granting the request, the SLB committee must elicit affirmative answers to the following:

1. Is the Staff Member listed as a current member of the SLB Program?
2. Has the Staff Member exhausted his/her personally accumulated sick leave?
3. Is the absence from work due to catastrophic illness or injury to the Staff Member or a Staff Member's mother, father, spouse, child, or a dependent living in the Staff Member's household?

ARTICLE XI COMPENSATION AND BENEFITS

11.1 Pay Procedure

- .1 A Staff Member will be paid on the 15th of each month. If the 15th occurs on a Saturday, Sunday, or during a break, Staff Members will be paid on the last school day preceding the 15th.
- .2 For purposes of initial salary schedule placement a new Certified Staff Member to the District will be granted year for year credit for certified experience, as determined by the District, in the field of education.
- .3 For purposes of initial salary schedule placement a new Paraeducator to the District will be granted year for year credit as a paraeducator or equivalent classroom experience, as determined by the District, in the field of education.
- .4 Any Certified Staff Member who receives a Masters Degree that requires more than 32 hours of class work shall be given credit for the extra hours over 32 toward his/her attainment of Masters +30 on the Certified Staff Member salary schedule. This is only applicable to a Certified Staff Member receiving his/her Masters Degree after the starting date of this Agreement. This is only applicable to one approved and completed Masters Degree program.

All Certified Staff Members initially employed as social workers, psychologists, speech therapists, or guidance counselors whose Masters Degree program required 60 hours will be placed on the salary schedule at Masters +30 hours. This is only applicable to one approved and completed Masters Degree program. This credit will be applied retroactively, but there will be no retroactive pay.

- .5 Compensation for Certified Staff Members shall be per Schedule A and Exhibit 2 attached to this Agreement.
- .6 Compensation for Paraeducators shall be per Schedules B-1, B-2, B-3 and Exhibit 2 attached to this Agreement.
- .7 Compensation for Head Start Teachers shall be per Schedule C and Exhibit 2

attached to this Agreement.

- .8 Stipends and other compensation shall be per Schedules D, E, F, G, H and I attached to this Agreement.

11.2 Life Insurance

The District shall provide to a Staff Member who works at least 20 hours per week \$10,000.00 in life insurance. In order to be eligible for life insurance coverage, a Staff Member not participating in the District's health insurance program may be required by the insurance company to pass a physical examination.

11.3 Health Insurance

- .1 The District shall provide health insurance coverage to permanent Staff Members whose hours of work qualify them as a .5 FTE (at least 4 hours per day or 20 hours per week). All regular/routine hours worked in any department of the District will be counted in determining a Staff Member's FTE status. Coverage shall be as outlined in Exhibit 1. The District health plan and medical booklet will be made available to all Staff Members on the District's website.
- .2 The amount of co-pays, deductible, out of pocket expense and premium shall be as outlined in Exhibit 1 attached and made a part of this Agreement.
- .3 The Quincy Public Schools Health Insurance Committee shall function as an advisory group regarding the health insurance program. The purpose of this committee shall be to (a) monitor the self insurance fund; (b) research and make recommendation for changes in the insurance plan as from time to time is deemed appropriate; (c) establish priorities for the committee; (d) provide on-going communications to all plan participants regarding current benefits and changes in benefits; and (e) facilitate and resolve on a timely basis concerns and/or problems related to the insurance fund. If the Committee finds it necessary to make recommendations to protect or improve the plan, then the District and Union must both agree on the recommendation before any changes are implemented.
- .4 For the duration of the Agreement, the Board agrees to continue the present composition of the Committee, with all employee groups maintaining their present proportional representation on the Committee. The attendance requirement for Committee members shall be a minimum of one (1) time in three (3) years.
- .5 The Board and Union recognize the importance of a financially sound health insurance program. Accepting the fact that health costs will continue to increase, the goal of a financially sound health insurance program can only be realized by setting premiums each year that reflect the actuarial projected cost of the health insurance program. Therefore,

during the term of this Agreement, the Board and Union will continue to cooperatively develop the necessary “cost effective measures” so as to attain this goal.

- .6 The health insurance program will be funded by District contribution and employee contribution as established by the Agreement. It is further understood, in accord with past practice, the District will continue to make timely contributions of insurance premiums to insure the timely payment of claims.

11.4 Travel Reimbursement

.1 In District Travel

A Staff Member who must travel regularly as part of their assigned responsibilities must complete and submit a mileage reimbursement form for use of his/her personal vehicle. Reimbursement will be at the rate equal to the IRS rate. The mileage reimbursement form will be developed in cooperation with the Union.

.2 Out of District Travel

- .1 A Staff Member required by the District to travel out of the District will be reimbursed as outlined in 11.4.2.2.1 below upon presentation of original documented receipts for room, meals, fees and transportation.
- .2 The Board believes that the progress and effectiveness of the District may be furthered by the attendance of Staff Members at appropriate conferences and also by the visitation of other school systems. Travel to recognized conferences, conventions, or in order to visit other school systems will be encouraged to the extent that funds permit.

.1 Reimbursement

Reimbursement for expenses will be provided on the following basis:

- a. Transportation: Railroad coach fare at actual cost; bus fare at actual cost; air fare as approved in advance by the Assistant Superintendent for Curriculum and Instruction; personal automobile at the same rate as in-district travel.
- b. Hotel expenses based on location and as approved by the Assistant Superintendent for Curriculum and Instruction.
- c. Meal expense of \$25 per day which may be increased by the Assistant Superintendent for Curriculum and Instruction based on location of conference or visitation.

- d. Fees and registration as approved by the Assistant Superintendent of Curriculum and Instruction.

.2 Procedure

When a Staff Member wishes to attend a conference or visit a school system, the following procedure shall be followed:

- a. The Staff Member shall obtain the Travel Request Form from the school principal, fill it out and return it to the school principal for approval.
- b. The principal shall forward the request to the Assistant Superintendent for Curriculum and Instruction recommending approval or disapproval.
- c. The Assistant Superintendent for Curriculum and Instruction shall approve or disapprove the request, and shall return the request to the principal who will notify the Staff Member.
- d. Upon return from the requested travel, the Staff Member shall complete the bottom portion of the Travel Request Form (Request for Reimbursement), attach receipts, and submit the Travel Request Form to the District business office for payment processing.

ARTICLE XII
EFFECT OF AGREEMENT

12.1 Complete Understanding

The terms and conditions set forth in this Agreement contain the complete agreement negotiated by the parties and nothing that is excluded is agreed to unless it is put into writing, signed by all parties, and attached to this Agreement.

12.2 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

12.3 Waiver of Additional Bargaining

The parties hereby acknowledge that the terms and conditions included in this Agreement represent the full and complete understanding between the parties. The Board and the

Union, for the life of this Agreement, each waives any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this agreement was negotiated or signed and that any bargaining will be limited to a successor agreement, except that with the written mutual consent of both parties, such matters may be discussed and the agreement modified.

12.4 No Reprisals

Neither the Board, its members, officers or administrators of the District, nor the Union, its members, or officers, shall take any action which constitutes reprisal or retaliation against any employee of the District, any student or parent of the District, or each other, as a result of the Union or its members engaging in a strike, or as a result of the Board's actions in response thereto.

12.5 Terms of Agreement

This contract is a one-year contract and is effective August 24, 2010 through August 23, 2011.

This Agreement is signed this 23rd day of November, 2010.

IN WITNESS WHEREOF:

For the Union

Michelle Eberhart
President

Valerie Bordenkische
Vice-President

Cheryl A. Dreaster
Secretary

Cynthia A. Smith

For the Board

Chom Ayuker
Vice-President

Bill Daniels
Board Member

Reyllis Stewart
Secretary

**Certified Staff Member
2010-2011
Schedule A**

Years	B	B+10	B+20	M	M+10	M+20	M+30	P/S	S+10	S+20	D
0	\$32,780	\$33,436	\$34,091	\$35,075	\$36,058	\$37,041	\$38,025	\$39,008	\$39,992	\$40,975	\$41,958
1	\$33,436	\$34,091	\$34,747	\$35,730	\$36,714	\$37,697	\$38,680	\$39,664	\$40,647	\$41,631	\$42,614
2	\$34,091	\$34,747	\$35,402	\$36,386	\$37,369	\$38,353	\$39,336	\$40,319	\$41,303	\$42,286	\$43,270
3	\$34,747	\$35,402	\$36,058	\$37,041	\$38,025	\$39,008	\$39,992	\$40,975	\$41,958	\$42,942	\$43,925
4	\$35,402	\$36,058	\$36,714	\$37,697	\$38,680	\$39,664	\$40,647	\$41,631	\$42,614	\$43,597	\$44,581
5	\$36,058	\$36,714	\$37,369	\$38,353	\$39,336	\$40,319	\$41,303	\$42,286	\$43,270	\$44,253	\$45,236
6	\$36,714	\$37,369	\$38,025	\$39,008	\$39,992	\$40,975	\$41,958	\$42,942	\$43,925	\$44,909	\$45,892
7	\$37,369	\$38,025	\$38,680	\$39,664	\$40,647	\$41,631	\$42,614	\$43,597	\$44,581	\$45,564	\$46,548
8	\$38,025	\$38,680	\$39,336	\$40,319	\$41,303	\$42,286	\$43,270	\$44,253	\$45,236	\$46,220	\$47,203
9	\$38,680	\$39,336	\$39,992	\$40,975	\$41,958	\$42,942	\$43,925	\$44,909	\$45,892	\$46,875	\$47,859
10	\$39,336	\$39,992	\$40,647	\$41,631	\$42,614	\$43,597	\$44,581	\$45,564	\$46,548	\$47,531	\$48,514
11	\$39,992	\$40,647	\$41,303	\$42,286	\$43,270	\$44,253	\$45,236	\$46,220	\$47,203	\$48,187	\$49,170
12	\$40,647	\$41,303	\$41,958	\$42,942	\$43,925	\$44,909	\$45,892	\$46,875	\$47,859	\$48,842	\$49,826
13	\$41,303	\$41,958	\$42,614	\$43,597	\$44,581	\$45,564	\$46,548	\$47,531	\$48,514	\$49,498	\$50,481
14	\$41,958	\$42,614	\$43,270	\$44,253	\$45,236	\$46,220	\$47,203	\$48,187	\$49,170	\$50,153	\$51,137
15	\$42,614	\$43,270	\$43,925	\$44,909	\$45,892	\$46,875	\$47,859	\$48,842	\$49,826	\$50,809	\$51,792
16	\$43,270	\$43,925	\$44,581	\$45,564	\$46,548	\$47,531	\$48,514	\$49,498	\$50,481	\$51,465	\$52,448
17	\$43,925	\$44,581	\$45,236	\$46,220	\$47,203	\$48,187	\$49,170	\$50,153	\$51,137	\$52,120	\$53,104
18	\$44,581	\$45,236	\$45,892	\$46,875	\$47,859	\$48,842	\$49,826	\$50,809	\$51,792	\$52,776	\$53,759
19	\$45,236	\$45,892	\$46,548	\$47,531	\$48,514	\$49,498	\$50,481	\$51,465	\$52,448	\$53,431	\$54,415
20	\$45,892	\$46,548	\$47,203	\$48,187	\$49,170	\$50,153	\$51,137	\$52,120	\$53,104	\$54,087	\$55,070
21	\$46,548	\$47,203	\$47,859	\$48,842	\$49,826	\$50,809	\$51,792	\$52,776	\$53,759	\$54,743	\$55,726
22	\$47,203	\$47,859	\$48,514	\$49,498	\$50,481	\$51,465	\$52,448	\$53,431	\$54,415	\$55,398	\$56,382
23	\$47,859	\$48,514	\$49,170	\$50,153	\$51,137	\$52,120	\$53,104	\$54,087	\$55,070	\$56,054	\$57,037
24	\$48,514	\$49,170	\$49,826	\$50,809	\$51,792	\$52,776	\$53,759	\$54,743	\$55,726	\$56,709	\$57,693
25	\$49,170	\$49,826	\$50,481	\$51,465	\$52,448	\$53,431	\$54,415	\$55,398	\$56,382	\$57,365	\$58,348
26	\$49,826	\$50,481	\$51,137	\$52,120	\$53,104	\$54,087	\$55,070	\$56,054	\$57,037	\$58,021	\$59,004
27	\$50,481	\$51,137	\$51,792	\$52,776	\$53,759	\$54,743	\$55,726	\$56,709	\$57,693	\$58,676	\$59,660
28	\$51,137	\$51,792	\$52,448	\$53,431	\$54,415	\$55,398	\$56,382	\$57,365	\$58,348	\$59,332	\$60,315
29	\$51,792	\$52,448	\$53,104	\$54,087	\$55,070	\$56,054	\$57,037	\$58,021	\$59,004	\$59,987	\$60,971
30	\$52,448	\$53,104	\$53,759	\$54,743	\$55,726	\$56,709	\$57,693	\$58,676	\$59,660	\$60,643	\$61,626
31	\$55,595	\$56,290	\$56,985	\$58,028	\$59,070	\$60,112	\$61,155	\$62,197	\$63,240	\$64,282	\$65,324

Step 31 reflects a 6% longevity increase.

**Special Education Para Educator
2010-2011
Schedule B-1**

Compensation Level		Training Category A		Training Category B		Training Category C	
		No Degree		30 Hours ROE Certified		60 Hours Assoc. Degree	
0	\$8.96	\$11,349.46		\$9.77	\$12,375.63	\$10.60	\$13,424.61
1	\$9.23	\$11,699.46		\$10.04	\$12,725.63	\$10.87	\$13,774.61
2	\$9.49	\$12,024.46		\$10.30	\$13,050.63	\$11.13	\$14,099.61
3	\$9.75	\$12,349.46		\$10.56	\$13,375.63	\$11.38	\$14,424.61
4	\$10.00	\$12,674.46		\$10.81	\$13,700.63	\$11.64	\$14,749.61
5	\$10.26	\$12,999.46		\$11.07	\$14,025.63	\$11.90	\$15,074.61
6	\$10.52	\$13,324.46		\$11.33	\$14,350.63	\$12.15	\$15,399.61
7	\$10.77	\$13,649.46		\$11.58	\$14,675.63	\$12.41	\$15,724.61
8	\$11.03	\$13,974.46		\$11.84	\$15,000.63	\$12.67	\$16,049.61
9	\$11.29	\$14,299.46		\$12.10	\$15,325.63	\$12.92	\$16,374.61
10	\$11.56	\$14,649.46		\$12.37	\$15,675.63	\$13.20	\$16,724.61
11	\$11.84	\$14,999.46		\$12.65	\$16,025.63	\$13.48	\$17,074.61
12	\$12.13	\$15,374.46		\$12.94	\$16,400.63	\$13.77	\$17,449.61
13	\$12.43	\$15,749.46		\$13.24	\$16,775.63	\$14.07	\$17,824.61
14	\$12.73	\$16,124.46		\$13.54	\$17,150.63	\$14.36	\$18,199.61
15	\$13.02	\$16,499.46		\$13.83	\$17,525.63	\$14.66	\$18,574.61
16	\$13.32	\$16,874.46		\$14.13	\$17,900.63	\$14.96	\$18,949.61
17	\$13.61	\$17,249.46		\$14.42	\$18,275.63	\$15.25	\$19,324.61
18	\$13.91	\$17,624.46		\$14.72	\$18,650.63	\$15.55	\$19,699.61
19	\$14.21	\$17,999.46		\$15.02	\$19,025.63	\$15.84	\$20,074.61
20	\$14.50	\$18,374.46		\$15.31	\$19,400.63	\$16.14	\$20,449.61
21	\$14.80	\$18,749.46		\$15.61	\$19,775.63	\$16.44	\$20,824.61
22	\$15.09	\$19,124.46		\$15.90	\$20,150.63	\$16.73	\$21,199.61
23	\$15.39	\$19,499.46		\$16.20	\$20,525.63	\$17.03	\$21,574.61
24	\$15.69	\$19,874.46		\$16.50	\$20,900.63	\$17.32	\$21,949.61
25	\$15.98	\$20,249.46		\$16.79	\$21,275.63	\$17.62	\$22,324.61
26	\$16.28	\$20,624.46		\$17.09	\$21,650.63	\$17.92	\$22,699.61
27	\$16.57	\$20,999.46		\$17.38	\$22,025.63	\$18.21	\$23,074.61
28	\$16.87	\$21,374.46		\$17.68	\$22,400.63	\$18.51	\$23,449.61
29	\$17.17	\$21,749.46		\$17.98	\$22,775.63	\$18.80	\$23,824.61
30	\$17.46	\$22,124.46		\$18.27	\$23,150.63	\$19.10	\$24,199.61

**Deaf Interpreters Para Educator
2010-2011
Schedule B-2**

Compensation Level		Training Category A No Degree		Training Category B 30 Hours ROE Certified		Training Category C 60 Hours Assoc. Degree
0	\$10.31	\$13,059.75	\$11.12	\$14,085.92	\$11.93	\$15,112.09
1	\$10.60	\$13,429.75	\$11.41	\$14,455.92	\$12.22	\$15,482.09
2	\$10.89	\$13,799.75	\$11.70	\$14,825.92	\$12.51	\$15,852.09
3	\$11.18	\$14,169.75	\$11.99	\$15,195.92	\$12.80	\$16,222.09
4	\$11.48	\$14,539.75	\$12.29	\$15,565.92	\$13.10	\$16,592.09
5	\$11.77	\$14,909.75	\$12.58	\$15,935.92	\$13.39	\$16,962.09
6	\$12.06	\$15,279.75	\$12.87	\$16,305.92	\$13.68	\$17,332.09
7	\$12.35	\$15,649.75	\$13.16	\$16,675.92	\$13.97	\$17,702.09
8	\$12.64	\$16,019.75	\$13.45	\$17,045.92	\$14.26	\$18,072.09
9	\$12.94	\$16,389.75	\$13.75	\$17,415.92	\$14.56	\$18,442.09
10	\$13.23	\$16,759.75	\$14.04	\$17,785.92	\$14.85	\$18,812.09
11	\$13.52	\$17,129.75	\$14.33	\$18,155.92	\$15.14	\$19,182.09
12	\$13.81	\$17,499.75	\$14.62	\$18,525.92	\$15.43	\$19,552.09
13	\$14.10	\$17,869.75	\$14.91	\$18,895.92	\$15.72	\$19,922.09
14	\$14.40	\$18,239.75	\$15.21	\$19,265.92	\$16.02	\$20,292.09
15	\$14.69	\$18,609.75	\$15.50	\$19,635.92	\$16.31	\$20,662.09
16	\$14.98	\$18,979.75	\$15.79	\$20,005.92	\$16.60	\$21,032.09
17	\$15.27	\$19,349.75	\$16.08	\$20,375.92	\$16.89	\$21,402.09
18	\$15.56	\$19,719.75	\$16.37	\$20,745.92	\$17.18	\$21,772.09
19	\$15.86	\$20,089.75	\$16.67	\$21,115.92	\$17.48	\$22,142.09
20	\$16.15	\$20,459.75	\$16.96	\$21,485.92	\$17.77	\$22,512.09
21	\$16.44	\$20,829.75	\$17.25	\$21,855.92	\$18.06	\$22,882.09
22	\$16.73	\$21,199.75	\$17.54	\$22,225.92	\$18.35	\$23,252.09
23	\$17.02	\$21,569.75	\$17.83	\$22,595.92	\$18.64	\$23,622.09
24	\$17.32	\$21,939.75	\$18.13	\$22,965.92	\$18.94	\$23,992.09
25	\$17.61	\$22,309.75	\$18.42	\$23,335.92	\$19.23	\$24,362.09
26	\$17.90	\$22,679.75	\$18.71	\$23,705.92	\$19.52	\$24,732.09
27	\$18.19	\$23,049.75	\$19.00	\$24,075.92	\$19.81	\$25,102.09
28	\$18.48	\$23,419.75	\$19.29	\$24,445.92	\$20.10	\$25,472.09
29	\$18.78	\$23,789.75	\$19.59	\$24,815.92	\$20.40	\$25,842.09
30	\$19.07	\$24,159.75	\$19.88	\$25,185.92	\$20.69	\$26,212.09

**Computer/Lib Para Educator
2010-2011
Schedule B-3**

Compensation Level	Training Category A		Training Category B		Training Category C	
	No Degree		30 Hours ROE Certified		60 Hours Assoc. Degree	
0	\$9.23	\$11,691.52	\$10.04	\$12,717.69	\$10.52	\$13,333.39
1	\$9.54	\$12,091.52	\$10.35	\$13,117.69	\$10.84	\$13,733.39
2	\$9.86	\$12,491.52	\$10.67	\$13,517.69	\$11.16	\$14,133.39
3	\$10.17	\$12,891.52	\$10.98	\$13,917.69	\$11.47	\$14,533.39
4	\$10.49	\$13,291.52	\$11.30	\$14,317.69	\$11.79	\$14,933.39
5	\$10.81	\$13,691.52	\$11.62	\$14,717.69	\$12.10	\$15,333.39
6	\$11.12	\$14,091.52	\$11.93	\$15,117.69	\$12.42	\$15,733.39
7	\$11.44	\$14,491.52	\$12.25	\$15,517.69	\$12.73	\$16,133.39
8	\$11.75	\$14,891.52	\$12.56	\$15,917.69	\$13.05	\$16,533.39
9	\$12.07	\$15,291.52	\$12.88	\$16,317.69	\$13.36	\$16,933.39
10	\$12.38	\$15,691.52	\$13.19	\$16,717.69	\$13.68	\$17,333.39
11	\$12.70	\$16,091.52	\$13.51	\$17,117.69	\$14.00	\$17,733.39
12	\$13.02	\$16,491.52	\$13.83	\$17,517.69	\$14.31	\$18,133.39
13	\$13.33	\$16,891.52	\$14.14	\$17,917.69	\$14.63	\$18,533.39
14	\$13.65	\$17,291.52	\$14.46	\$18,317.69	\$14.94	\$18,933.39
15	\$13.96	\$17,691.52	\$14.77	\$18,717.69	\$15.26	\$19,333.39
16	\$14.28	\$18,091.52	\$15.09	\$19,117.69	\$15.57	\$19,733.39
17	\$14.59	\$18,491.52	\$15.40	\$19,517.69	\$15.89	\$20,133.39
18	\$14.91	\$18,891.52	\$15.72	\$19,917.69	\$16.21	\$20,533.39
19	\$15.23	\$19,291.52	\$16.04	\$20,317.69	\$16.52	\$20,933.39
20	\$15.54	\$19,691.52	\$16.35	\$20,717.69	\$16.84	\$21,333.39
21	\$15.86	\$20,091.52	\$16.67	\$21,117.69	\$17.15	\$21,733.39
22	\$16.17	\$20,491.52	\$16.98	\$21,517.69	\$17.47	\$22,133.39
23	\$16.49	\$20,891.52	\$17.30	\$21,917.69	\$17.78	\$22,533.39
24	\$16.80	\$21,291.52	\$17.61	\$22,317.69	\$18.10	\$22,933.39
25	\$17.12	\$21,691.52	\$17.93	\$22,717.69	\$18.42	\$23,333.39
26	\$17.44	\$22,091.52	\$18.25	\$23,117.69	\$18.73	\$23,733.39
27	\$17.75	\$22,491.52	\$18.56	\$23,517.69	\$19.05	\$24,133.39
28	\$18.07	\$22,891.52	\$18.88	\$23,917.69	\$19.36	\$24,533.39
29	\$18.38	\$23,291.52	\$19.19	\$24,317.69	\$19.68	\$24,933.39
30	\$18.70	\$23,691.52	\$19.51	\$24,717.69	\$19.99	\$25,333.39

Head Start Teachers
2010-2011
Schedule C

	2010-11 Assoc.	2010-11 Bachelor*
0	\$20,538.69	\$21,154.85
1	\$20,949.46	\$21,577.94
2	\$21,368.45	\$22,009.50
3	\$21,795.82	\$22,449.69
4	\$22,231.73	\$22,898.68
5	\$22,676.37	\$23,356.66
6	\$23,129.90	\$23,823.79
7	\$23,592.49	\$24,300.27
8	\$24,064.34	\$24,786.27
9	\$24,545.63	\$25,282.00
10	\$25,036.54	\$25,787.64
11	\$25,537.27	\$26,303.39
12	\$26,048.02	\$26,829.46
13	\$26,568.98	\$27,366.05
14	\$27,100.36	\$27,913.37
15	\$27,642.37	\$28,471.64
16	\$28,195.21	\$29,041.07
17	\$28,759.12	\$29,621.89
18	\$29,334.30	\$30,214.33
19	\$29,920.99	\$30,818.62
20	\$30,519.41	\$31,434.99
21	\$31,129.79	\$32,063.69
22	\$31,752.39	\$32,704.96
23	\$32,387.44	\$33,359.06
24	\$33,035.19	\$34,026.24
25	\$33,695.89	\$34,706.77
26	\$34,369.81	\$35,400.90
27	\$35,057.20	\$36,108.92
28	\$35,758.35	\$36,831.10
29	\$36,473.51	\$37,567.72
30	\$37,202.99	\$38,319.07

*Should the Head Start Program mandate or require teacher certification, those Head Start Teachers with certification will convert to their appropriate place on the Certified Teacher Salary Schedule.

SCHEDULES D – H

- A. EXPERIENCE FACTOR A 0.1% experience factor will be added to the percentage listed in the Schedules D, E, G, and H salary index table for each year of District experience in that given activity. For the duration of this agreement, the fixed base, which includes the Certified Staff member's share of the TRS retirement contribution, will be \$35,309. The experience-adjusted percentage will then be multiplied times the fixed base to determine each individual position's salary.
- B. NOTIFICATION OF VACANCIES AND POSTINGS. Notification to Certified Staff Members regarding positions available in Schedules D, E, F, G, and H will be made as described in Sections 7.4.1 and 7.4.2. Student participation and program needs will be factors considered by the District when determining which positions in this schedule may be filled.
- C. TERMINATION OF SERVICES. If either the Staff Member or District wants to terminate services for positions listed in Schedules, D, E, F, G, and H, the one desiring to terminate services must notify the other in writing by July 1st preceding the year in which services are being terminated.
- D. INDEX PER POSITION. The "INDEX PER POSITION" column in Schedules D, E, and G represents the amount of percentage that each individual position will receive. If requested, the Superintendent may approve more than one person being employed in a position originally designed for one person. If the Superintendent approves the request, the percentage shown in the "INDEX PER POSITION" column shall be divided among the number of people in the given position in a manner mutually agreeable to all individuals.
- E. APPEALS PROCEDURE Appeals for changes in the assigned percentage for a given position in Schedules D, E, and G can be made by the Certified Staff Member in the position presenting his/her case for change to the immediate supervisor of that activity. If they agree on the proposed change in percentage, the proposed change will be recommended to the Superintendent before July 1st. The Superintendent shall make a final determination. All approved changes will become effective the school year after they are approved.
- F. The "MAXIMUM NUMBER OF POSITIONS" column in Schedules D, E, F, G, and H represents the maximum number of positions that may be compensated at the given index.

SCHEDULE D – COACHING SALARY INDEX TABLE
(experience factor not included)

	POSITION	MAX # POSITIONS	INDEX PER POSITION
1	Boys' Baseball and Girls' Softball (separate sports)		
	a. Head Varsity	1	19.82%
	b. Assistant Varsity	1	9.64%
	c. Sophomore	1	8.94%
	d. Junior High	1	6.39%
2	Boys' and Girls' Basketball (separate sports)		
	a. Head Varsity	1	32.63%
	b. Assistant Varsity	1	15.52%
	c. Sophomore	1	14.01%
	d. Soph Assistant	1	9.90%
	e. Fresh Head	1	10.22%
	f. Fresh Assistant	1	10.22%
	g. 8 th Grade Head	1	8.81%
	h. 8 th Grade Assistant	1	7.67%
	i. 7 th Grade Head	1	8.81%
	j. 7 th Grade Assistant	1	7.67%
3	Boys' and Girls' Golf (separate sports)		
	a. Head Coach	1	10.06%
4	Boys' and Girls' Soccer (separate sports)		
	a. Head Varsity	1	19.86%
	b. Assistant Varsity	1	12.04%
	c. Assistant Coach	1	11.53%
	d. Assistant Coach	1	10.99%
5	Boys' and Girls' Tennis (separate sports)		
	a. Head Coach	1	9.48%
	b. Assistant Coach	1	5.50%
6	Boys' and Girls' Track (combined sports)		
	a. Head Varsity	1	22.79%
	b. Assistant Varsity	3	11.56%
	c. Head Junior High	1	9.51%
	d. Assistant Junior High	3	7.65%
7	Boys' and Girls' Cross Country (combined sports)		
	a. Varsity Head Coach	1	10.18%
	b. Assistant Varsity Coach	1	5.09%

	POSITION	MAX # POSITIONS	INDEX PER POSITION
8	Cheerleaders and PomPons (individual sport)		
	a. Varsity Basketball Cheerleading	1	7.32%
	b. Varsity Football-Cheerleading	1	5.23%
	c. Varsity Soccer Cheerleading	1	3.48%
	d. Junior High Cheerleading	2	7.05%
	e. Pom Pon	1	10.22%
9	Football (individual sport)		
	a. Head Coach	1	30.97%
	b. Assistant Level 1	7	13.09%
	c. Assistant Level 2	2	10.10%
	d. Assistant Level 2	1	10.10%
10	Girls' Volleyball (individual sport)		
	a. Varsity	1	19.82%
	b. Assistant Varsity	2	9.75%
	c. 8 th Grade	1	10.06%
	d. 7 th Grade	1	7.55%
	e. JH Assistant	2	6.33%
11	Wrestling (individual sport)		
	a. Varsity	1	23.61%
	b. Assistant Varsity	1	13.12%
	c. Head Fresh	1	11.73%
	d. Head Junior High	1	11.57%
	e. Assistant Junior High	1	9.57%

Those sports listed as “separate sports” will have one coaching position for the boys and one coaching position for the girls for each coaching position listed.

SCHEDULE E – OTHER ACTIVITIES SALARY INDEX TABLE
(experience factor not included)

	POSITION	MAXIMUM NUMBER OF POSITIONS	INDEX PER POSITION
1	Senior High Activities		
	a. Quippi	1	3.95%
	b. Newspaper	1	3.83%
	c. Scholastic Bowl (split)	1	6.74%
	d. Scholastic Bowl Intramural	1	4.30%
	e. Student Council	2	12.14%
	f. Math Team Coach	2	2.53%
2	Junior High Activities		
	a. Student Council	4	3.14%
	b. Scholastic Bowl	1	4.45%
	c. Intramurals Head	2	5.57%
	d. Intramural Assistants	3	3.60%
	e. Journalism	1	3.37%
	f. Yearbook	1	6.85%
	g. Math Team Coach	1	2.53%
3	Baldwin Activities		
	a. Math Team	3	1.69%
	b. Scholastic Bowl	5	1.94%

SCHEDULE F – STAFF LEADER POSITIONS

	Position	Max No. of Positions	Compensation per Position for duration of this Agreement
1	JH Subject Area Leaders and Coordinators	13	\$3,827.88
2	JH Dir of Guidance	1	\$3,827.88
3	JH Testing Coordinator	1	\$3,827.88
4	JH Non-Administrative Dean	3	\$4,875.36
5	Baldwin Curriculum Coordinator	12	\$798.83
6	Baldwin PE Department Chairman	1	\$3,827.88
7	Special Ed Hearing Impaired Coordinator	1	\$2,165.38
8	Special Ed Speech Coordinator	1	\$2,165.38
9	Special Ed Social Worker Coordinator	1	\$2,165.38
10	Special Ed Psychologists Coordinator	1	\$2,165.38
11	Special Ed BD/Extraordinary (Adams County Youth Home Coordinator)	1	\$3,827.88
12	Senior High Department Heads	13	\$3,827.88
13	Senior High Non-Administrative Dean	3	\$4,875.36

POSITIONS Certified Staff leader positions are important in the development and maintenance of high quality building and curriculum organizations. Accordingly, these positions encompass additional time requirements and responsibilities. The additional compensation listed above is to compensate these Certified Staff Members for the added time and responsibility requirements during the school year and for minimal time outside the school year.

SCHEDULE G – MUSIC CO-CURRICULAR ACTIVITIES INDEX TABLE
(experience factor not included)

	Position	Maximum Number of Positions	Index per Position
1	Baldwin Boys' Choir	1	4.18%
2	Baldwin Girls' Choir	2	4.18%
3	Elementary Advanced Concert Band	1	4.65%
4	Elementary Advanced Concert Orchestra	1	4.65%
5	Elementary Intermediate Training Band	1	3.95%
6	Elementary Intermediate Training Band Ast	2	3.25%
7	Elementary Intermediate Training Orchestra	1	3.95%
8	JH After-School Chorus	1	4.41%
9	JH Jazz Band	2	3.48%
10	Music Choreographer / Pianist	1	12.43%
11	Musical Producer	1	12.43%
12	Musical Drama Director	1	12.43%
13	Musical Orchestra Director	1	8.25%
14	Musical Set / Design	1	3.60%
15	Musical Set Construction	1	4.30%
16	Musical Sound	1	3.48%
17	New Faces Choreographer / Stage	1	7.32%
18	New Faces Coordinator	1	7.32%
19	New Faces Drama & Technical Director	1	5.11%
20	New Faces Vocal Coordinator	1	5.57%
21	SH Basketball Pep Band	1	5.11%
22	SH Marching Band	1	10.00%
23	SH Marching Band Assistants	3	3.25%
24	SH Spring Play Director	1	7.43%
25	SH Jazz Band I & II	1	3.25%
26	SH Swing And Show Choir	1	5.57%
27	SH Swing And Show Choir Choreographer	1	5.92%
28	SH Winter Play Director	1	7.43%
29	Assistant to the Music Program	1	22.50%
30	SH Marching Band Flags Dir. (Color Guard)	1	2.50%

SCHEDULE H – APPROVED CLUBS’ SALARY INDEX

The approval of clubs or the elimination of clubs shall be at the discretion of the Superintendent.

Club	Maximum # of Positions		Club	Maximum # of Positions
Baldwin			Junior High	
Drama	2		Spanish	1
			Art	1
			Computers	1
Senior High				
German	1		Future Teachers	1
Spanish	1		Writer’s Guild	1
Theater	1		Global Classroom	1
Art	1		Multicultural	1
Beta	1		TEAMS	1
National Honor Soc.	3		Ecology	1
Foreign Exchange	1		History	1
Key Club	1		Debate	1

SALARY RATE
 The base rate for Certified Staff Member sponsors of approved clubs will be \$931.82 the duration of this Agreement

SCHEDULE I – OTHER

- A. ANNUAL ASSIGNMENT When a Certified Staff Member's planning time is purchased consecutively for a period of time equal to or greater than one semester, the prorated full time equivalent adjustment in salary will be made for the Certified Staff Member.
- B. INSTRUCTIONAL HOURLY RATE The instructional hourly rate for Certified Staff Members will be \$28.00 for the duration of this Agreement for the following assignments: (1) purchasing a Certified Staff Member's planning period for a period of time less than one semester 2) before and after school extended day instruction, and 3) home bound tutors. For Summer School teaching, the formula for the hourly formula amount is (SALARY SCHEDULE AMOUNT x 0.0275 x 0.9 DIVIDED BY 40). This hourly formula amount will then be prorated for the actual minutes of work. (HOURLY FORMULA AMOUNT DIVIDED BY 60 x NUMBER OF MINUTES OF TEACHING). This hourly formula amount will include the Certified Staff Member's share of the TRS retirement contribution.
- C. NON-INSTRUCTIONAL HOURLY RATE The non-instructional hourly rate for Certified Staff Members will be \$20.00 for the duration of this Agreement. The hourly rate will include the Certified Staff Members' share of the TRS retirement contribution. The hourly rate will be prorated according to the actual number of minutes worked. Certified Staff Members will be assigned at the option of the District and, if assigned, the above hourly rate will be paid for lunchroom supervisors, Baldwin accompanists, Baldwin lunchtime detention supervisors, and Saturday detention supervisors. This list is not exclusive and payment of the hourly rate for other appropriate work as approved by the Superintendent may occur.
- D. SUPERVISION OF SENIOR HIGH SPORTING EVENTS. Supervision of Senior High sporting events will be \$42.00 per event for the duration of this Agreement.
- E. VACANCIES AND POSTINGS. Positions available in this Schedule I will be addressed as specified in Section 7.4.1 and 7.4.2.
- F. Staff Members covered by Schedule I shall have no guarantee of employment in these positions from year to year. Staff Members covered by Schedule I will be automatically released from their assignments at the end of each school year without receiving any written notification from or action by the District.

Exhibit 1 District Health Insurance

As per the agreement between the Board of Education and the Quincy Federation of Teachers Local 809 for the period August 24, 2010 August 23, 2011.

Medical and Prescription Plan Information: See Schedule of Benefits attached.

Open Enrollment

All employees will be allowed to change insurance coverage or enroll themselves or their dependents in the District's Health Insurance Plan each year. The enrollment or change in coverage must follow the open enrollment and pre-existing conditions guidelines set forth in the Quincy Public School Group Medical Program Booklet. Each employee wishing to make a change must declare in writing to the Insurance Coordinator the insurance coverage (Employee, Employee plus Children, Employee plus Spouse or Full Family) in which he/she chooses to enroll. This request must be received between August 15th and September 15th of each year. For the 2010-11 year open enrollment will be extended to November 12, 2010.

Appeals Process

Participants must notify the Insurance Coordinator in writing and will be processed according to the plan document.

Standard Monthly Premium Information

The District and the employee will share the cost of the health insurance premium. An employee who qualifies as a .75 FTE or above will pay the standard employee premium as determined by the monthly health insurance premium chart.

During this Agreement, the District will pay 87% of the total single coverage premium component and the employee will pay 13% of the total single coverage premium component

During this Agreement, the District will pay 40% of the additional child(ren) dependent premium component and the employee will pay 60% of the additional child(ren) dependent premium component.

During this Agreement, the District will pay 44% of the additional spouse dependent premium component and the employee will pay 56% of the additional spouse premium component.

During this Agreement, the District will pay 47% of the additional full family premium component and the employee will pay 53% of the additional full family dependent premium component.

Any employee who selects Option 2 will pay 60% of Option 1 employee premium.

Pro-rated Monthly Premium Information

An employee who qualifies as less than a .75 FTE but at or above a .5 FTE will pay a higher premium as determined by the formula below. An employee’s hours or FTE status will be rounded to the nearest hours (FTE) standard listed below to determine premium. However, no rounding up will be done to qualify for the 4.0 hour per day, 20 hours per week (.5000 FTE) standard. An employee qualifying at less than .5 FTE is not eligible to be covered under the District health program.

<u>Hours (FTE)</u>			<u>Board’s Share</u>	<u>Employee’s Share</u>
Daily	Weekly	FTE		
6.0	30.0	(.7500)	Standard %	Total Premium – Board Share
5.5	27.5	(.6875)	.9167 x Standard %	Total Premium – Board Share
5.0	25.0	(.6250)	.8333 x Standard %	Total Premium – Board Share
4.5	22.5	(.5625)	.7500 x Standard %	Total Premium – Board Share
4.0	20.0	(.5000)	.6667 x Standard %	Total Premium – Board Share

Examples:

Single Coverage – 0.5 FTE or 20 hours weekly or 4.0 hours daily

$$\text{District's Share} = \$612.22 \times .87 \times .6667 = \$355.10$$

$$\text{Employee's Share} = \$612.22 - \$355.10 = \$257.12$$

Employee + Children Option 1 - 0.6875 FTE or 27.5 hours weekly or 5.5 hours daily

Employee	$\$612.22 \times .87 = \532.63
Children	$\$459.17 \times .40 = \underline{\$183.67}$
District’s Share =	$\$ 716.30 \times .9167 = \656.63
Employee’s Share =	$\$1,071.39 - \$656.63 = 414.76$

Monthly Premiums
Oct. 1, 2010 - Sept. 30, 2011

			Employee	Premium	Component
			13%	87%	100%
<u>Daily</u>	<u>Weekly</u>	<u>FTE</u>	<u>Employee</u>	<u>District</u>	<u>Total</u>
6.0	30.0	0.7500	79.59	532.63	612.22
5.5	27.5	0.6875	123.96	488.26	612.22
5.0	25.0	0.6250	168.38	443.84	612.22
4.5	22.5	0.5625	212.75	399.47	612.22
4.0	20.0	0.5000	257.12	355.10	612.22

			Child(ren)	Premium	Component
			60%	40%	100%
<u>Daily</u>	<u>Weekly</u>	<u>FTE</u>	<u>Employee</u>	<u>District</u>	<u>Total</u>
6.0	30.0	0.7500	275.50	183.67	459.17
5.5	27.5	0.6875	290.80	168.37	459.17
5.0	25.0	0.6250	306.12	153.05	459.17
4.5	22.5	0.5625	321.42	137.75	459.17
4.0	20.0	0.5000	336.72	122.45	459.17

			Spouse	Premium	Component
			56%	44%	100%
<u>Daily</u>	<u>Weekly</u>	<u>FTE</u>	<u>Employee</u>	<u>District</u>	<u>Total</u>
6.0	30.0	0.7500	342.84	269.38	612.22
5.5	27.5	0.6875	365.28	246.94	612.22
5.0	25.0	0.6250	387.75	224.47	612.22
4.5	22.5	0.5625	410.18	202.04	612.22
4.0	20.0	0.5000	432.62	179.60	612.22

			Family	Premium	Component
			53%	47%	100%
<u>Daily</u>	<u>Weekly</u>	<u>FTE</u>	<u>Employee</u>	<u>District</u>	<u>Total</u>
6.0	30.0	0.7500	486.71	431.62	918.33
5.5	27.5	0.6875	522.66	395.67	918.33
5.0	25.0	0.6250	558.66	359.67	918.33
4.5	22.5	0.5625	594.61	323.72	918.33
4.0	20.0	0.5000	630.57	287.76	918.33

			Option 1			Option 2
			Employee	District	Total	
<u>Employee</u>	<u>Premium</u>	<u>District</u>	<u>Premium</u>	<u>Premium</u>	<u>Premium</u>	<u>Employee</u>
	79.59	532.63	612.22			
	123.96	488.26	612.22			
	168.38	443.84	612.22			
	212.75	399.47	612.22			
	257.12	355.10	612.22			

			Employee & Child(ren)			Employee
<u>Employee</u>	<u>Premium</u>	<u>District</u>	<u>Premium</u>	<u>Total</u>	<u>Premium</u>	
	355.09	716.30	1071.39		213.05	
	414.76	656.63	1071.39		248.85	
	474.50	596.89	1071.39		284.70	
	534.17	537.22	1071.39		320.50	
	593.84	477.55	1071.39		356.30	

			Employee & Spouse			Employee
<u>Employee</u>	<u>Premium</u>	<u>District</u>	<u>Premium</u>	<u>Total</u>	<u>Premium</u>	
	422.43	802.01	1224.44		253.46	
	489.24	735.20	1224.44		293.54	
	556.13	668.31	1224.44		333.68	
	622.93	601.51	1224.44		373.76	
	689.74	534.70	1224.44		413.84	

			Employee & Family			Employee
<u>Employee</u>	<u>Premium</u>	<u>District</u>	<u>Premium</u>	<u>Total</u>	<u>Premium</u>	
	566.30	964.25	1530.55		339.78	
	646.62	883.93	1530.55		387.97	
	727.04	803.51	1530.55		436.22	
	807.36	723.19	1530.55		484.41	
	887.69	642.86	1530.55		532.61	

Individual premiums are the sum of the components that an employee chooses.
Example: Employee & Spouse is 79.59 employee plus 342.84 spouse = 422.43

SCHEDULE OF MEDICAL BENEFITS

	IN NETWORK	OUT OF NETWORK
Plan Year Maximum, Per Covered Person	\$2,000,000	
Deductible, per Plan Year		
Option 1		
• Individual	\$500	\$1000
• Employee + 1	\$1000	\$2000
• Family	\$1500	\$3000
Option 2		
• Individual	\$1000	\$2000
• Employee + 1	\$2000	\$4000
• Family	\$3000	\$6000
Note: Employee + 1 = Employee + Spouse & Employee + Children		
The Deductible amount for expenses incurred both in and out of network shall be calculated in aggregate and shall not exceed the out of network amount.		
Out-of-Pocket Maximum, Per Plan Year (per Covered Person not including deductible, co-pays, or charges exceeding reasonable and customary)	\$2,600	\$6,500
The Out-of-Pocket Maximum for expenses incurred both in and out of network shall be calculated in aggregate and shall not exceed the out of network amount.		
Medical Management/Utilization Review Precertification Penalty	Separate \$500 deductible	
<p>Participating Provider vs. Non-Participating Provider Benefit Level Covered services rendered by an In-Network (PPO) Provider will be paid at the corresponding In-Network benefit level. Covered services rendered by an Out-of-Network Provider will be paid at the Out-Of-Network Provider benefit level.</p> <p>The In-Network (PPO) Provider benefit level will be paid for Out-Of-Network Provider services when a:</p> <ul style="list-style-type: none"> - Covered Person has a Medical Emergency requiring immediate care - Covered Person receives services by an Out-Of-Network Provider (e.g., ER physicians, anesthesiologists, radiologists, pathologists, etc.) and services are performed in an In-Network (PPO) facility - Eligible Dependent resides outside the Network service area and an In-Network (PPO) facility is not available within 50 miles. <p>However, all other limitations, requirements and provisions of the Plan will apply including the Usual and Customary provision of the Plan. This exception does not apply in the event of consultations and other situations in which the Covered Person and/or the provider selected had the opportunity to select an In-Network (PPO) Provider, and exercised the right to receive services from an Out-Of-Network Provider.</p>		

PLAN BENEFIT	IN NETWORK	OUT OF NETWORK
All Covered Medical and Surgical Expenses (except as otherwise stated)	80% subject to deductible	50% subject to deductible
Maximums Note: The maximums listed below in any one box are the total for In-Network and Out-of-Network expenses. For example, if a maximum of 60 days is listed under a benefit, the Plan Year maximum is 60 days total which may be split between In-Network and Out-of-Network.		
INPATIENT FACILITY AND PHYSICIAN SERVICES		
Inpatient Surgery	80% subject to deductible	50% subject to deductible
Room and Board (Precertification is required)	80% subject to deductible	50% subject to deductible
Intensive Care Unit (Precertification is required)	80% subject to deductible	50% subject to deductible
Non-Hospital based Physician visits	80% subject to deductible	50% subject to deductible
Hospital based Physician visits (includes radiologists, anesthesiologists, and pathologists)	80% subject to deductible	50% subject to deductible
OUTPATIENT FACILITY AND PHYSICIAN SERVICES		
Emergency Room Services (includes all related services performed during the same visit) If it is an accident and treatment is received within 48 hours, After copay, Plan pays 100% up to \$300. After \$300 in charges Plan pays 80% subject to deductible.	\$150 copay 80% subject to deductible	
Outpatient Surgery and Ambulatory Surgery	80% deductible waived	50% deductible waived
Diagnostic Lab	80% deductible waived	50% subject to deductible
Diagnostic Colonoscopy	80% subject to deductible	50% subject to deductible
X-rays	80% deductible waived	50% subject to deductible
OFFICE SERVICES		
Primary Care (office visit only) (includes Family/General Practice, Internal Medicine, Pediatrician, OB/Gyn)	\$20 copay, then 100%	50% subject to deductible
Specialist Care (office visit only)	80% subject to deductible	50% subject to deductible
Surgery – performed by primary care	100% deductible waived	50% subject to deductible
Surgery – performed by specialist	80% deductible waived	50% subject to deductible
Diagnostic Lab	80% deductible waived	50% subject to deductible
X-rays	80% deductible waived	50% subject to deductible

PLAN BENEFIT	IN NETWORK	OUT OF NETWORK
PREVENTIVE BENEFITS		
Routine Physicals (includes routine lab and x-rays) Limited to one exam per plan year.	100% deductible waived	Not Covered.
Mammograms Limited to one exam per Plan Year for covered females age 35 to 39, one exam every 2 years for covered females age 40 to 49 and one exam per Plan Year for covered females age 50 and over.	100% deductible waived	Not Covered.
Prostate Exams Limited to one exam every two years for covered males age 40 to 49 and one exam per Plan Year for covered males age 50 and over.	100% deductible waived	Not Covered.
Routine Colonoscopy Limited to one exam every 5 years for Plan participants ages 50 and over	100% deductible waived	50% subject to deductible
Gynecological Exam Limited to two self-referrals per Plan Year	100% deductible waived	50% subject to deductible
Cholesterol Testing Limited to one exam per Plan Year.	100% deductible waived	Not Covered.
Human Papilloma virus (HPV) Vaccine	100% deductible waived	50% subject to deductible
Shingles Vaccine (age 60 and over)	80% subject to deductible	50% subject to deductible
Bone Mass Measurement for Osteoporosis Diagnosis (only if Medically Necessary prior to age 60)	80% deductible waived	50% deductible waived
At Age 60	100% deductible waived	50% deductible waived
Routine Well Child Care (Includes: office visits, routine physical examinations, laboratory blood tests, x-rays and immunizations.)	100% deductible waived	Not Covered.
<p>The preventive care benefit includes the following:</p> <ol style="list-style-type: none"> 1. Services with an A or B rating recommended by the United States Preventive Services Task Force (USPSTF). 2. Immunizations for routine use in children, adolescents, and adults that have a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention. 3. With respect to infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA). 4. With respect to women, evidence-informed preventive care and screening provided for in comprehensive guidelines supported by HRSA (not otherwise addressed by the recommendations of USPSTF). 		
OTHER SERVICES		
Allergy Testing, Treatment and Injections – performed by primary care	100% deductible waived	50% subject to deductible
Allergy Testing, Treatment and Injections – if performed by specialist	80% deductible waived	50% subject to deductible

PLAN BENEFIT	IN NETWORK	OUT OF NETWORK
Ambulance	80% subject to deductible	80% subject to deductible
Chiropractic Care 1 visit per day up to 50 visits per Plan Year	80% subject to deductible	50% subject to deductible
Diabetic Education and Management (sponsored through Tristate Healthcare Coalition)		
Diabetic Dietician Services	100% deductible waived	
Diabetic Insulin Pump	80% deductible waived	
Durable Medical Equipment	80% subject to deductible	50% subject to deductible
Home Health Care 120 visits Plan Year maximum	80% subject to deductible	50% subject to deductible
Hospice Services	80% subject to deductible	50% subject to deductible
Hospice Bereavement Counseling	80% subject to deductible	50% subject to deductible
Medical Supplies	80% subject to deductible	50% subject to deductible
Occupational Therapy Services	80% subject to deductible	50% subject to deductible
Physical Therapy Services	80% subject to deductible	50% subject to deductible
Prosthetics	80% subject to deductible	50% subject to deductible
Second Surgical Opinion	100% deductible waived	Not Covered.
Skilled Nursing Services, Extended Care Facility and Rehabilitation Facility Room and board limited to 50% of the facility's semiprivate room rate 60 days per occurrence within 14 days of at least a 3 day Hospital stay	80% subject to deductible	50% subject to deductible
Sleep Disorders	80% subject to deductible	Not Covered.
Speech Therapy Services	80% subject to deductible	50% subject to deductible
Urgent Care	100% deductible waived	50% subject to deductible
Wig after chemotherapy	80% subject to deductible	50% subject to deductible
Mental/Nervous and Substance Abuse Benefits		
Inpatient Mental Disorders and Substance Abuse (Precertification is required)		
Facility and Physician	80% subject to deductible	50% subject to deductible
Outpatient Mental Disorders and Substance Abuse		
Facility and Physician	80% subject to deductible	50% subject to deductible

SCHEDULE OF PRESCRIPTION DRUG BENEFIT

BENEFIT DESCRIPTION	
Retail Co-payments (30-day supply)	
Generic	\$5
Brand	\$45
Non-Preferred Brand	\$65
Mail Order and 90-day Retail Co-payments	
Generic	\$10
Brand	\$90
Non-Preferred Brand	\$130
Step Therapy Program	
<p>There are numerous chronic conditions which have a wide variety of drug therapy options available as treatments. MedTrak endorses the practice of beginning drug treatment for these medical conditions with the most <u>cost-effective</u> drug therapy and progressing to other more costly therapy, only if necessary. This program is referred to as Step Therapy. The goal of MedTrak's Step Therapy Program is to control costs without affecting clinical outcomes.</p> <p>Step One drugs – generic drugs are usually Step One Drugs since they have been proven to be safe, effective, and less expensive for you and your plan. On occasion, there may be selected Brand Name drugs in the Step One group.</p> <p>Step Two drugs – This group consists of more expensive Brand Name drugs. For a majority of people, these drugs have no therapeutic advantage over the Step One drugs.</p> <p>MedTrak's Clinical Department will communicate with the Prescriber regarding Step Therapy protocols. This allows the Physician to have appropriate information needed to prescribe a step one drug, or, to supply the Clinical Department with more detailed information regarding the Step Two treatment plan.</p> <p>Modifications are made to the above program as drugs become available generically and/or the costs of brand drugs change. New programs will be added when there is an opportunity for our clients to realize a substantial savings in drugs costs with no decrease in effectiveness.</p>	
<p>Diabetic Self-Management Program Sponsored through Illinois Patient Self-Management Program and Tri-State Health Care Coalition – Diabetic Medication and Supplies</p> <p>Diabetic Dietician Services</p> <p>Diabetic Insulin Pump</p> <p>Diabetic Generic and Brand Name with No Generic</p> <p>Diabetic Brand Name with Generic Available</p>	<p>100% deductible waived</p> <p>80% deductible waived</p> <p>100% deductible waived</p> <p>\$25 per prescription with 30-day supply \$62.50 per prescription for a 90-day supply</p>

EXHIBIT 2

Name	Education	Step 2010-11	Salary Schedule 2010-11	Pull-Off Salary 2010-11	Notes
<u>Certified Staff Pull-Offs</u>					
M. Klauser	Masters	29	\$54,087	\$54,087	A
C. L. Dreasler	Masters + 10	30	\$55,726	\$55,726	A
A. Tierney	Masters	30	\$54,743	\$55,711	
P. Pryor	Masters	31	\$58,028	\$58,028	A
K. Anders	Masters	34		\$62,766	B,C
E. Bubb	Masters	38		\$67,846	B,C
B. Pulliam	Masters + 30	31	\$61,155	\$61,155	A
B. Runyon	Masters + 30	30	\$57,693	\$58,544	
K. Taylor	Masters + 30	30	\$57,693	\$58,544	
S. Crowe	Masters + 30	31	\$61,155	\$61,155	A
M. Kellum	Masters + 30	33		\$64,690	B,C
V. Mallory	Masters + 30	34		\$66,324	B,C
S. Phillips	Specialist	33		\$65,356	B,C

Head Start Teacher Pull-Offs

P. O'Brien	8/28/1995	16	\$29,041.07	\$36,004	B
D. Knipe	10/19/1993	18	\$30,214.33	\$36,004	B
L. Slaughter	8/24/1998	13	\$27,366.05	\$36,004	B
K. Tate	8/28/1995	16	\$29,041.07	\$36,004	B

Paraeducator Pull-Offs

K. Blickhan		34		\$25,493.56	B,C
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Notes

A means individual now fits on Salary Schedule.

B means no change from 2009-2010

C means years/step exceeds maximum number on Salary Schedule

MEMORANDUM OF UNDERSTANDING #1

between

Quincy Federation of Teachers, Local 809, Illinois Federation of Teachers,
American Federation of Teachers, AFL-CIO

And

Board of Education
Quincy School District No. 172

INDIVIDUAL RETIREMENT CONTRACTS AND GRANTING ADDITIONAL SICK DAYS

The Board of its designees may negotiate individual retirement contracts with individual Staff Members. Any such contract agreed to by the Board and the individual Staff Member shall not be precedential nor establish a practice of the Board. The failure of the Board to agree to a retirement incentive negotiated under the provisions of this section shall not be subject to the grievance provisions.

If the Board receives a letter of intent from a Para Staff Member or a Head Start Teacher at least fifteen (15) months prior to the effective date of retirement, and such Staff Member has accumulated at least one hundred (100) sick days, the Board will grant additional days beyond those accumulated in order for such Staff Member to reach two hundred forty (240) sick days. Additional days granted by the Board will not exceed one hundred forty (140). Such days shall be used only for IMRF service credit (i.e. such Staff Member has accumulated 150 days and the Board grants 90 days for a total of 240 sick days).

This Memorandum of Understanding is not part of the contract between the Board and the Union. For the purpose of bargaining any successor agreement, the status quo shall be regarded as if this Memorandum did not exist. This Memorandum of Understanding is effective from August 24, 2010 to August 23, 2011.

SIGNED this 23rd day of November, 2010

IN WITNESS WHEREOF:

For the Quincy Federation of Teachers
Local 809

For the Board of Education
Quincy School District No. 172

Michelle Eberbi
President

Tom C. Jones
Vice-President

Valarie Bondenpische
Vice-President

Bill Daniels
Board Member

Cheryl A. Breaster
Secretary

Angeli Stewart
Secretary

Cynthia A. Smith

MEMORANDUM OF UNDERSTANDING #2

between

Quincy Federation of Teachers Local 809, Illinois Federation of Teachers,
American Federation of Teachers, AFL-CIO

And

Board of Education
Quincy School District No. 172

CERTIFIED STAFF MEMBER RETIREMENT INCENTIVE

A. Eligibility – For a Certified Staff Member to be eligible for the retirement incentive, he/she must meet the following requirements:

1. Must be at least fifty-five (55) years of age at the date of his/her retirement except for a Certified Staff Member retiring in June who must be 55 by December 31st of the year in which he/she retires.
2. Must have at least thirty-five (35) years of creditable service with the Illinois Teacher Retirement System (TRS) at the date of his/her retirement which includes all earned TRS credit, any purchased optional TRS service credit, and any TRS sick leave credit being used by the Certified Staff Member for service credit.
3. Must have served a minimum of ten (10) full-time years of teaching in the District immediately preceding his/her retirement and have attained whatever requirements may be necessary under Illinois Pension Code to eliminate any employer paid retirement penalty on behalf of the Certified Staff Member.

B. Retirement Provisions

1. A Certified Staff Member may select a three-year, two-year, or a one-year retirement plan. A Certified Staff Member will receive a 6% increase over his/her prior year's earnings in each year of his/her retirement plan
2. A Certified Staff Member must give an irrevocable notice of retirement on or before March 1 of the year preceding when their retirement plan is to begin. Example: Retirement in 2014, three-year plan on or before March 1, 2011. Retirement in 2013, two-year plan, notice must be on or before March 1, 2011.
3. If a Certified Staff Member does not perform the same paid extra duties in his/her final three (3), two (2) or one (1) year(s) of employment as the Certified Staff Member performed in his/her fourth, third or second to last year of employment, the corresponding portions of wages and incentive not earned shall be deducted from the Certified Staff Member's wages and incentive in the final three (3), two (2) or one (1) year of employment. The District shall continue to retain the option of determining employment for paid extra duties as otherwise provided in the Agreement between the Board of Education and the Union.

C. Limitations on Participation

1. Once a Certified Staff Member meets the threshold eligibility requirements of Paragraph A, a Certified Staff Member must select an irrevocable retirement date that is during or within thirty days of the end of the school year in which the Certified Staff Member becomes eligible for the Certified Teacher Retirement Systems' Early Retirement Option. A Certified Staff Member who becomes eligible for retirement

under the terms of this memorandum cannot defer eligibility. Eligibility occurs only once. Failure to retire within this specified period will forever foreclose the Certified Staff Member from benefits of this Retirement Incentive provision.

2. Any Certified Staff Member currently employed who exceeds the eligibility requirement as stated in Section A is forever foreclosed from the benefits of this Retirement Incentive provision.
3. This memo is in effect only if there is no early retirement penalty to the District.

D. Compensation

In the years prior to retirement, any retirement incentive for which the Certified Staff Member is due shall be paid during the month of June. In the year of retirement, any retirement incentive for which the Certified Staff Member is due shall be paid during the month of June but prior to or with the Certified Staff Member's final regular paycheck.

E. Intent of Parties / Interpretation of Memorandum

It is the intention of the parties and the guideline for interpreting this memorandum, that the basic concept is to increase TRS creditable earnings by six percent (6) in each of the last three (3), two (2), or one (1) year(s) of employment and make such increases subject to certain limitations, specifically including but not limited to the absolute condition that anything herein to the contrary notwithstanding, it is the intention of the parties hereto that any payment or benefit provided by the District to the teacher under this memorandum shall not generate compensation which exceeds any existing cap with regard to the Teacher Retirement System regulations which would require the District to pay any penalty or make an additional contribution to TRS on behalf of the Certified Staff Member that the District is not otherwise already obligated to make.

- F. This Memorandum of Understanding is not a part of the contract between the Board and the Union. For the purpose of bargaining any successor agreement, the status quo shall be regarded as if this Memorandum did not exist. This Memorandum of Understanding is effective from August 24, 2010 to August 23, 2011.

SIGNED this 23rd day of November, 2010

IN WITNESS WHEREOF:

For the Quincy Federation of Teachers
Local 809

Michelle Eberhart
President

Valarie Bradenkirche
Vice-President

Cheryl A. Dreasler
Secretary

Cynthia A. Smith

For the Board of Education
Quincy School District No. 172

Arnon O. Johnson
Vice-President

Bill Dand
Board Member

Angelus Stewart
Secretary

MEMORANDUM OF UNDERSTANDING #3

between

Quincy Federation of Teachers Local 809, Illinois Federation of Teachers,
American Federation of Teachers, AFL-CIO

And

Board of Education
Quincy School District No. 172

PARA STAFF MEMBER AND HEAD START TEACHER RETIREMENT INCENTIVE

A. Eligibility

1. Must be employed by the District; and
2. Must have served satisfactorily in the District for a minimum of ten (10) years as a full-time Staff Member immediately preceding his or her retirement.

B. Retirement Incentive Provisions

1. An eligible Staff Member must notify the District in writing of his/her intent to retire by January 15th of the year preceding his/her retirement.
2. Eligible Staff Member retiring under the terms of this Memorandum shall have their official retirement date after the conclusion of the regular school year. This date will be listed as June 15.
3. An eligible Staff Member notifying the District by January 15th of the year preceding his/her retirement will receive a one-time retirement incentive. The one-time payment will be the difference between the salary (per the salary schedule) he/she will be paid for his/her final year of employment and the Step 0 salary for the same position. The Staff Member will receive a 6% increase in current salary in the final year of employment.

Example:	Final year Salary	\$10,000
	Step 0 Salary	- 7,000
	One-Time Incentive Payment	3,000
	Salary for Final Year	\$10,600

4. In lieu of this Memorandum, the District shall allow Staff Members to participate, at their option, in a different early retirement agreement that may be offered in the future by the District or IMRF provided such participation in such new agreement does not change the retirement date stated in this Memorandum. Once the District has made any payment to the Staff Member relative to this Memorandum, the Staff Member will have waived his/her right to participate in any future District or IMRF early retirement plan. If a Staff Member participates in a different District or IMRF early retirement agreement, it is expressly understood that all the provisions of this Memorandum are void except as may otherwise be agreed under such other agreement.
5. This Memorandum of Understanding is in effect only if there is no early retirement penalty to the District.

C. Compensation Provisions

1. All of the retirement incentive for which the Staff Member is due from this Memorandum shall be paid prior to receipt of the Staff Members final regular paycheck.
2. The retirement incentive shall be paid to the Staff Member over multiple pay periods and the time of payment shall be at the discretion of the District.
3. All legally required deductions shall be taken from these paychecks.
4. In the event of the death of the Staff Member, all payments relative to this Memorandum shall cease and desist immediately. No further payments shall be due to the estate/family of the deceased Staff Member.

D. This Memorandum of Understanding is not part of the contract between the Board and the Union. For the purpose of bargaining any successor contract, the status quo shall be regarded as if this Memorandum did not exist. This Memorandum of Understanding is effective from August 24, 2010 to August 23, 2011.

SIGNED this 23rd day of November, 2010.

IN WITNESS WHEREOF:

For the Quincy Federation of Teachers
Local 809

For the Board of Education
Quincy School District No. 172

Michelle Eberlin
President

Tom C. Fisher
Vice-President

Valarie Bordenkircher
Vice-President

Bill Davis
Board Member

Cheryl A. Breasler
Secretary
Cynthia A. Smith

Angela Stewart
Secretary

MEMORANDUM OF UNDERSTANDING #4

between
Quincy Federation of Teachers Local 809, Illinois Federation of Teachers,
American Federation of Teachers, AFL-CIO
And
Board of Education
Quincy School District No. 172

PARAEDUCATOR STIPEND

Each Paraeducator on the Paraeducator Salary Schedules B-1, B-2, and B-3 will be paid a one-time stipend of \$150 on or before December 1, 2010. Those Paraeducators on the Paraeducator Salary Schedules B-1, B-2, and B-3 working less than full time will receive a pro-rated stipend on or before December 1, 2010.

This Memorandum of Understanding is not a part of the contract between the Board Education and the Union. For the purpose of bargaining any successor agreement, the status quo shall be regarded as if this Memorandum did not exist. This Memorandum of Understanding is effective from August 24, 2010 to August 23, 2011.

SIGNED this 23rd day of November, 2010

IN WITNESS WHEREOF:

For the Quincy Federation of Teachers
Local 809

For the Board of Education
Quincy School District No. 172

Michelle Eberlin
President

Arma A. Jukes
Vice -President

Valarie Bondenkinche
Vice-President

Bill Daniels
Board Member

Cheryl A. Dreasler
Secretary
Cynthia A. Smith

Angela Stewart
Secretary