

AGREEMENT BETWEEN

**BOARD OF EDUCATION
COUNCIL BLUFFS COMMUNITY
SCHOOL DISTRICT**

AND

**COUNCIL BLUFFS EDUCATION
ASSOCIATION**

2009-2010

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PREAMBLE

This Agreement is entered into by and between the COUNCIL BLUFFS COMMUNITY SCHOOL DISTRICT and the COUNCIL BLUFFS EDUCATION ASSOCIATION, affiliated with the Iowa State Education Association and the National Education Association.

WHEREAS, the Association has been certified as the bargaining representative for the employees in the bargaining unit set forth in Article 1 of this Agreement;

WHEREAS, the Board and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the Association insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right to effectively operate the District's schools and are consonant with the paramount interests of the citizens and the students of the District;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE 1
RECOGNITION AND DEFINITIONS

Section 1.1 Bargaining Unit Defined. The Board hereby recognizes the Association as the certified exclusive and sole bargaining representative on behalf of and for all personnel set forth in the certification issued by the Iowa Public Employment Relations Board on July 18, 1975, in Case No. 86. The unit described in said certification is as follows:

INCLUDED: All full-time and regular part-time professional employees hired and assigned by the Board including, but not limited to, the following job titles:

Elementary classroom teachers (including music and physical education)
Junior High classroom teachers
Senior High classroom teachers
Elementary counselors
Junior High counselors
Senior High counselors
Project Mainstream teachers
Learning Disabilities teachers
Special Education teachers (Elementary and Secondary)
Special Needs teachers
Reading Task Force and Early Childhood teachers
Alternative Learning Center teachers
Alternative Learning Center counselors
Language Development teachers
Emotional Disabilities teachers
Homebound teachers
Librarians (Junior and Senior High Schools)
Librarians (Processing Center)
Educational Media Specialists
Health Services personnel (i.e., School Nurses)

EXCLUDED: All classified personnel, Directors, Supervisors, Coordinators, Administrative Assistants, Consultants, and all those excluded by Chapter 20, Section 4 (2) of the 1975 Code of Iowa.

Section 1.2 Definitions.

- (a) The terms “Board” and “employer,” as used in this Agreement, shall mean the Board of Education of the Council Bluffs Community School District or its duly authorized representatives.
- (b) The term “employee,” as used in this Agreement, shall mean all the employees included in the bargaining unit set forth in Section 1.1 above.
- (c) The term “Association,” as used in this Agreement, shall mean the Council Bluffs Education Association or its duly authorized representatives or agents.

Section 1.3 Notification. In the event a new job classification for a professional employee is created, the Board shall notify the Association of its creation solely for the purpose of permitting the Association to determine whether it desires to advance a representational claim respecting said classification. The act of notification by the Board shall not be construed as an admission by the Board that the Association has any valid representational claim respecting the classification in question. Such notification will ordinarily be made through delivery of the Board agenda to the Association.

ARTICLE 2
BOARD RIGHTS

Section 2.1 Enumeration of Board Rights. Except as limited by the specific and express terms of this Agreement, the Board, on behalf of the electors of the District, retains and reserves the right and the responsibility for the proper management of the District in all of its various aspects, including but not limited to the responsibility for and the right:

- (a) To maintain executive management and administrative control of the District and its properties and facilities;
- (b) To direct, supervise, transfer, and place members of the bargaining unit and to determine whether members of the bargaining unit should be placed in contractual continued services in accordance with applicable law;
- (c) To establish, modify, or eliminate courses of instruction, special programs, athletic, recreational and social events, all as deemed necessary or advisable by the Board;
- (d) To establish rules and regulations and to revise, modify or delete rules and regulations from time to time;
- (e) To determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignment of those in the bargaining unit.

Section 2.2 Exercise of Board Rights. It is recognized that the Board normally exercises most of its responsibilities and rights through the Superintendent and/or other members of the administrative staff. The exercise of the foregoing rights and responsibilities shall not be in conflict with the specific and express terms of this Agreement.

ARTICLE 3
ASSOCIATION-BOARD RELATIONS

Section 3.1 Use of Rooms for Association Meetings. The Association may, by pre-arrangement with the building principal, use a multi-purpose room or other suitable room for Association meetings. Such meetings shall be held at reasonable hours and limited to such times as do not conflict with the use of the room for school purposes. If special custodial service is required by the Association, the Association shall reimburse the District for such service.

Section 3.2 Information. The Association, upon written request, shall be provided with two (2) copies of any public information and records where extra copies are available. If extra copies are not available, the Association will be provided with access to such public information. In addition, the Board will provide, upon written request, any other information as required by law.

Section 3.3 Visits by Association Representatives. Duly authorized representatives of the Association shall be permitted access to school property for the purpose of investigating and discussing grievances if they first obtain permission to do so from the building principal; provided, however, that such representatives shall not interfere with or interrupt normal school operations.

The Association agrees that its representatives, agents, and members will not solicit Association membership or otherwise carry on Association activities during working hours in such a manner as to interfere with the normal operations of the District.

Section 3.4 Board Meetings. The Association shall be accorded the same right to attend and address the Board as any other organization. As soon as the Agenda is completed, two (2) copies shall be sent to the Association President via regular school mail.

ARTICLE 4
DUES DEDUCTION

Upon receipt of written authorization (set forth in Appendix A) from employees covered by this Agreement, which may be terminated at any time by giving thirty (30) days written notice, the Board agrees to deduct from their pay the regular pro rata monthly Association membership dues during the term of this Agreement. Said authorization forms to be received by October 15th for employees who begin their school year at normal times (prior to October 1). Authorization forms for those employees beginning after that date (October 1) must be received by the employer by February 15.

The dues shall be forwarded to the individual designated by the Association to receive such deductions no later than twenty (20) school days after such deductions are made. The regular pro rata monthly membership dues to be deducted for each employee will be certified in writing by the Association to the District at the start of the school year. Upon appropriate written authorization from the employee, the employer may deduct from the salary of any employee and make appropriate remittance for any deduction covered under existing statute. The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments brought or issued against the Board under the provisions of this Article, to the extent of funds transmitted.

ARTICLE 5
NON-INTERRUPTION OF SERVICES

Section 5.1 No Interruption of Services. Neither the Association nor any employee shall directly or indirectly induce, instigate, encourage, authorize, ratify, or participate in any strike, regardless of the form it takes, or interruption of services.

Section 5.2 No Lockout. In accordance with applicable law, during the term of this Agreement, the Board will not institute a lockout over a dispute with the Association.

Section 5.3 Association Official Responsibility. Each employee who holds a position of officer or building representative or committeeman of the Association occupies a position of special trust and responsibility in maintaining and bring about compliance with the provisions of this Article. Accordingly, the Association agrees to notify all Association officers, building representatives and committeemen of their obligation and responsibility for maintaining compliance with this Article.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 6.1 Definition of Grievance. For the purposes of this Agreement, the term “grievance” shall mean a dispute or difference of opinion raised by an employee or a group of employees (filing a grievance on one issue) against the Board involving the meaning, interpretation or application of the express provisions of this Agreement.

Section 6.2 Grievance Procedure.

- Level 1: The parties agree that a bona fide effort should be made to resolve a grievance informally before it is put in writing. To this end, any employee who has a grievance shall submit it orally to his/her supervisor or other person designated for this purpose by the Board within fifteen (15) school days after the employee had knowledge or should have had knowledge of the first occurrence of the event giving rise to the grievance. The principal or other person designated for this purpose by the Board shall give his/her response within five (5) school days after presentation of the oral grievance. Employees who work in more than one attendance center shall file a grievance with the appropriate supervisor or building principal whose action gave rise to the grievance. Such an employee shall be assigned and notified as to the identify of his/her immediate supervisor on or before the first contract day of each school year.
- Level 2: If the grievance is not resolved at Level 1 and the employee wishes to appeal the grievance to Level 2, the employee shall submit the grievance in writing to his/her principal or other person designated for this purpose by the Board within five (5) school days of the response presented at Level 1. The grievance shall set forth in detail all the relevant facts upon which it is based, the provision or provisions of the Agreement that are allegedly violated, and the relief requested. The principal or other person designated for this purpose shall give his/her written answer within five (5) school days after receipt of the written grievance.
- Level 3: If the grievance is not settled at Level 2 and the employee wishes to appeal the grievance to Level 3, it shall be referred in writing and signed by the aggrieved employee to the Personnel Director or other person designated for this purpose by the Board within five (5) school days after the receipt of the answer at Level 2. The Personnel Director or other person designated for this purpose by the Board shall discuss the grievance with the aggrieved employee and an Association representative within fifteen (15) school days after the receipt of the written appeal to Level 3. If no settlement is reached, the Personnel Director or other person designated for this purpose by the Board shall give his written answer within five (5) school days following such meeting.
- Level 4: If the grievance is not settled at Level 3 and the Association wishes to appeal the grievance to Level 4, it shall be referred in writing to the Superintendent or his designee within ten (10) school days after the receipt of the answer at Level 3. Within ten (10) school days of the receipt of the grievance, the Superintendent or his designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the Association.

Section 6.3 Binding Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance to arbitration within ten (10)

school days after the receipt of the Superintendent's answer at Level 4. The parties shall attempt to agree upon an arbitrator within five (5) school days after receipt of the notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the American Arbitration association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The selection of the arbitrator shall be by alternating strike, with the first striking party to be determined by a coin-flip. The remaining person shall be the arbitrator and he/she shall be notified of his/her selection by a letter (as provided in appendix B) within five (5) school days from the Association and the Board requesting that a time and place be set for the hearing, subject to the availability of the Association and Board representatives. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

The arbitrator shall hold a hearing in Council Bluffs, Iowa, at which the Association shall present its evidence (including examination and cross-examination of witnesses), the Board its evidence (including examination and cross-examination of witnesses), and with each side having the right to present evidence in rebuttal and file a post-hearing brief.

Section 6.4 Authority of the Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement. The arbitrator shall consider and decide only the specific issue submitted to him/her in writing by the Association and the Board and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. No liability shall accrue against the Board for a date prior to the date that the actual event which gave rise to the filing of the grievance occurred. In disciplinary cases no liability shall accrue against the Board for a date prior to the date of the discipline and taking into consideration interim compensation and efforts to mitigate damages. The arbitrator shall submit in writing his/her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with these provisions, the award of the arbitrator shall be final and binding on the parties.

Section 6.5 Expenses of Arbitration. The cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel and sustenance expenses, the cost of the hearing room, and a written transcript for the arbitrator if requested by the arbitrator shall be borne equally by the parties; provided, however that each party shall be responsible for compensating its own representatives or witnesses.

Section 6.6 Time Limits. Failure at any level of this grievance and arbitration procedure to appeal a grievance to the next level within the specified time limits will be considered to be acceptance of the decision rendered at the preceding level. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits will permit the aggrieved party to proceed to Level Four of the procedure as outlined above in Section 6.2. The parties may by mutual agreement in writing eliminate any level as outlined above in Section 6.2 and/or extend any of the time limits set forth in this Article. For purposes of this Article, the term "school day" shall mean any day on which employees are scheduled to work.

In the event a grievance is filed at such time that it cannot be processed through all the levels of this grievance and arbitration procedure by the end of the school year, the parties shall meet for the purpose of agreeing upon reduction of the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

Section 6.7 Separate Grievance File. Grievances, responses to grievances, and appeals shall not be placed in the personnel files of any of the participants.

Section 6.8 No Reprisals. No reprisals shall be taken by the Board or any member of the

Administration against any aggrieved employee, any representative of the aggrieved employee or any other participant in the grievance procedure.

Section 6.9 Rights of Employees to Representation. Any aggrieved person may be represented at all stages of the grievance by himself and, at his option, by a representative selected or approved by the Association. It is further recognized that any adjustment reached without a representative of the Association present shall be without prejudice to the Association. To the extent permitted by law, the Association shall be given a copy of the grievance, all step appeals, the responses of the Board, and any settlement (if any).

Section 6.10 Released Time. All hearings at the various administrative levels shall be at a time mutually agreeable to the appropriate administrator, grievant, and Association representative. Grievance arbitration hearings shall be scheduled at a time and place mutually agreeable to the parties. Association representatives and potential witnesses shall be released from their normal duties. The Association shall pay the substitute cost incurred by the Board for potential Association witnesses who are members of the bargaining unit.

ARTICLE 7
SENIORITY

Section 7.1 Definition of Seniority.

- (a) Seniority, for purposes of this Agreement, shall be based on the date of beginning continuous employment as an employee covered by this Agreement. If two or more employees have the same number of years of continuous employment with the District, the employee who signed his/her initial contract of employment first shall be considered the most senior. If two or more employees signed their initial contracts on the same date, ranking of those employees shall be determined by drawing lots.
- (b) All continuous years of employment through June 30, 1983, will be recognized as full years of seniority.
- (c) Effective July 1, 1983, seniority will be determined on a full-time basis or on a prorated basis for part-time employees.

Section 7.2 Application of the Seniority Principle.

- (a) Wherever the Agreement calls for the use of seniority, seniority shall govern, except in the situation where qualifications for the position or assignment in question are not relatively equal, in which case a junior employee, may be given preference.
- (b) The Board's application of the principles set forth at Section 7.2(a) shall be subject to the grievance arbitration procedure with respect to the question.
- (c) Whether the Board arbitrarily or capriciously concluded that two or more employees are not equally qualified for the position or assignment in question.

Section 7.3 Termination of Seniority.

- (a) Seniority shall be terminated if an employee:
 - (1) Quits or resigns;
 - (2) Is terminated;
 - (3) Retires or is retired;
 - (4) Fails to respond to notification of recall within two weeks after receipt of notification. Notification of recall of an employee shall be by certified mail addressed to the most recent address provided by the employee. It shall be the responsibility of employees laid off to advise the District in writing of their latest address.
 - (5) Fails to return from an approved leave of absence at expiration, unless there are extenuating circumstance.
- (b) Notwithstanding the above, an employee terminated pursuant to Section 10.1 shall retain, but not accumulate, seniority for twenty-four (24) months following the effective date of the termination, and if recalled during that period the employee's seniority shall be bridged.

Section 7.4 Seniority List.

- (a) Before November 1 of each school year the Board shall provide the Association with a seniority list for all regular bargaining unit employees. Any objections to the seniority list must be filed as a grievance by an employee alleging his/her improper ranking (or seniority date) on that list before December 1 of the year in which the Association received the list or the list shall stand approved as provided, and the correctness of the information contained therein shall not be subject at any time to subsequent challenge by an employee or the Association.
- (b) The seniority list will include: the employee's seniority date, the number of years of seniority, and the teaching area to which the employee is assigned.

**ARTICLE 8
ASSIGNMENTS**

Section 8.1 Regular Assignments. Employees will be tentatively advised prior to the end of the school year, on the basis of information then available, of their assignment for the next school year. Returning employees shall be advised in writing prior to the last individual contractual day of the school year of their general assignment. New employees shall be advised in writing at least two (2) weeks prior to the start of the school year of their general assignment. The giving of notice as herein provided shall not be construed in any way as a guarantee of employment and shall not preclude the reassignment of employees. Such reassignment shall be considered an involuntary transfer as set forth at Section 9.2.

Section 8.2 Extra-Duty Assignments.

- (a) Extra-duty assignments, i.e., assignments to be performed outside the normal work day, shall be made by the building principal, immediate supervisor, or other appropriate member of the administrative staff, provided that such assignment does not violate any article of this Agreement and further provided that before any such assignment is made the building principal, immediate supervisor, or other appropriate member of the administrative staff shall discuss the assignment with the employee.
- (b) Whenever possible, such assignments shall be made to qualified employees who volunteer based upon the principles set forth at Section 7.2 of this Agreement.
- (c) In the event no employee volunteers for an extra-duty assignment, the principal may assign that duty to the least senior qualified employee in the building.
- (d) If more than one additional assignment must be made pursuant to the terms of the preceding sentence, the assignments shall be made to employees in the reverse order of seniority (consistent with the principles set forth at Section 7.2 of this Agreement).
- (e) Extra-duty assignments for which extra compensation is paid normally shall be made by the Board based upon the recommendation of the building principal, immediate supervisor, or other appropriate member of the administrative staff. The schedule of compensation for extra duty assignments is set forth in Appendix D.

ARTICLE 9
TRANSFER PROCEDURES

Section 9.1 Procedures for Voluntary Transfers.

- (a) When school is in session, a notice of an opening creating an opportunity to transfer shall be sent to each school and posted in the office or faculty room for five (5) school days before the final date when applications must be submitted. During the summer, lists of known vacancies will be posted at the Educational Service Center, Thomas Jefferson High School, Abraham Lincoln High School, and at those schools where Summer School is taught.
- (b) Employees who desire to apply for transfer to another building shall submit their applications in writing to the Personnel Office not later than the closing dates for such applications on posted notices. Employees so applying will be given consideration before the opening is filled.
- (c) The Personnel Office will notify each employee whose request for transfer has been granted.
- (d) If an employee's request for a voluntary transfer has been denied, he/she will receive written notification of the denial from the Personnel Office at the earliest possible date.

Section 9.2 Procedures for Involuntary Transfers.

- (a) As soon as practicable, employees will be given written notice that an involuntary transfer is being made.
- (b) After a decision has been made to involuntarily transfer an employee at a school or in a department to eliminate a position, volunteers will be solicited. If an employee volunteers for such transfer, said employee will be the one transferred provided that this does not conflict with instructional requirements. No such offer to accept an involuntary transfer will be denied arbitrarily, capriciously, or without basis in fact. An employee who volunteers for such transfer shall nonetheless be considered as having been involuntarily transferred.
- (c) If an involuntary transfer cannot be handled as provided in Section 7.2(b), and the employee to be involuntarily transferred has been notified in writing, a meeting will be held with the employee, the building principal or immediate supervisor and/or the Assistant Superintendent for Administration.
- (d) When involuntarily transferring an employee to eliminate a position at a school or in a department, the seniority principle set forth at Section 7.2 shall apply.
- (e) A list of known vacancies will be made available to employees being involuntarily transferred, and such employees may apply for a transfer to any of these known vacancies.
- (f) Employees who have been involuntarily transferred may apply to transfer to their former position and/or building if such opening occurs as is the present practice.

ARTICLE 10
PROCEDURES FOR STAFF REDUCTION

Section 10.1 Procedures. In the event that the Board concludes that it is necessary to reduce the number of employees, reductions shall be made in accordance with the principles set forth at Section 7.2. Consistent with Section 7.2, staff reduction will be made on the basis of district-wide seniority.

Section 10.2 Recall.

- (a) If the Board increases the number of employees in the bargaining unit, reinstates a position discontinued, or decides to fill a full-time vacancy that subsequently occurs, the Board shall first offer re-employment to the laid off seniority employees consistent with the principles set forth at Section 7.2 before it shall hire a new person.
- (b) Notification of recall of an employee shall be by certified mail, addressed to the most recent address provided by the employee. It shall be the responsibility of employees laid off to advise the District in writing of their latest address. Failure to respond to notification of recall within two weeks after receipt of such notification will result in termination of seniority.

Section 10.3 Benefits.

- (a) An employee terminated pursuant to Section 10.1 shall retain, but not accumulate, seniority for twenty-four (24) months following the effective date of the termination and, if recalled during that period, the employee's seniority shall be bridged.
- (b) An employee terminated pursuant to Section 10.1 shall retain, but not further accumulate, any unused sick leave days which he/she had on the effective date of the termination. Such accumulated sick leave will not exceed the maximum limits set forth at Section 16.2 of this Agreement.

ARTICLE 11
NORMAL SCHOOL DAY

Section 11.1 Work Year. Except for employees on extended contracts, the in-school work year for employees shall not exceed one hundred ninety (190) days. New teachers to the District may be required to work two (2) additional days for a total of one hundred ninety-two (192) days. These two (2) additional work days will only apply during the employees' initial year of employment in the District.

Section 11.2 Normal School Day.

- (a) The work day shall consist of seven and one-half (7½) consecutive hours of work for all faculty members teaching exclusively at the elementary level and eight (8) consecutive hours of work for all other employees.
- (b) On Fridays or on other days preceding holidays or recesses, the faculty member's day shall end ten (10) minutes following the normal close of the pupil day.
- (c) Every reasonable effort shall be made to provide each employee with a duty-free lunch.
- (d) Adjustments in this schedule may be made by the principal according to the needs of that school.

Section 11.3 Staff Meetings. Employees covered by this Agreement may be required to report to work before or remain after the normal work day for the purpose of attending faculty or other administratively called meetings. Except in unusual situations, such meetings shall begin no earlier or extend no later than one-half (½) hour before or after the normal work day.

Section 11.4 Variance of School Day. Employees covered by this Agreement may have earlier or later arrival and departure times, and be permitted to leave the building during the normal work day for personal reasons on an individual basis when approved by the building principal. This section of this Article shall not be grievable.

Section 11.5 Leaving Building During Lunch. Employees may leave the building without requesting permission during their lunch period if it is scheduled to be duty-free. Said employee shall sign out when leaving and sign in when returning to the building.

Section 11.6 Inclement Weather. The Board shall continue its present policy respecting the scheduling of work on days of inclement weather or extreme heat.

Section 11.7 In-Service Training.

- (a) The dates for District-wide in-service meetings will be established by the Board before the beginning of each school year.
- (b) During the in-service time available prior to the students' return to classes, each employee shall be assigned a minimum of one-half (½) day in his/her classroom or work station to prepare for the first day of classes.

ARTICLE 12
HEALTH AND SAFETY

Section 12.1 Physical Examinations. All employees of the Council Bluffs Community School District are required by statute to file with the Board of Education a written medical report of a physical examination by a licensed physician. This report shall be filed at the beginning of service. The Board will have the exclusive right to determine the nature of the physical examination. All employees shall be reimbursed up to a maximum of thirty-five dollars (\$35) toward the cost of the required physical examination. Actual reimbursement will be made after the employee has submitted a receipt from a licensed physician to the Personnel Office.

Section 12.2 Safety. The Board shall make reasonable provisions for the safety and health of its employees during the hours of employment, and shall comply with all applicable City, State, and Federal ordinances and/or laws.

Section 12.3 First Aid. Standard first aid equipment shall be maintained in all buildings.

Section 12.4 Emergency Evacuations. In the event that a building of the Council Bluffs Community School District is placed under jurisdiction other than its duly appointed and authorized professional staff for the purpose of emergency evacuation, no staff member covered by this Agreement, whose assignment is in that building, shall be required by the Board of Education or the administration of the Council Bluffs Community School District to perform any services above and beyond determining that all students under his/her immediate supervision have been safely evacuated.

Section 12.5 Use of Reasonable Force. An employee may, within the scope of his employment, use and apply such amount of force as is necessary to quell a disturbance threatening physical injury to the pupil or the teacher. Immediately upon the use of such force, the teacher shall make a report to the building principal or his designee.

ARTICLE 13
HOLIDAYS

Section 13.1 Paid Holidays.

- (a) The normal contract year shall include the following paid holidays for eligible employees:
- Labor Day
 - Thanksgiving Day
 - December 25
 - January 1
 - Memorial Day
- (b) For each such paid holiday an employee shall receive 1/190th of the employee's base salary.
- (c) Additional days off without pay will include the day after Thanksgiving, the days between December 25 and January 1, the Friday immediately preceding Easter, and the Monday immediately following Easter.

Section 13.2 Eligibility Requirements for Paid Holidays. In order to be eligible for holiday pay the employee must work the full scheduled working day immediately preceding and immediately following the holiday, unless the employee is excused in writing by his building principal/immediate supervisor and the Assistant Superintendent for Administration from compliance with this requirement. Such an excuse shall not be arbitrarily denied.

ARTICLE 14
SALARIES

Section 14.1 Salary Schedule or Range.

- (a) All bargaining unit employees shall be paid according to the salary schedule or range attached hereto as Appendices E and F.
- (b) Salary schedule steps 0-1-2 are merged effective with the 1985-86 salary schedule. Effective with the 1988-89 contract the schedule steps shall be re-numbered as reflected in Schedule E.
- (c) 1999-2000 salary schedule step 1 (previously 0-1-2) and 1999-2000 salary schedule step 2 and 1999-2000 salary schedule step 3 are merged effective with 2000-2001 salary schedule and will be re-numbered.
- (d) 2000-2001 salary schedule step 1 (previously 0-1-2-3-4) is merged with current salary step 2 effective with the 2001-2002 salary schedule and will be re-numbered.
- (e) In areas where the District has determined difficulty in hiring new employees, the District shall have the discretion to structure a signing bonus up to a maximum of five thousand dollars (\$5,000) in addition to the employee's placement on the salary schedule. If an employee of the District receives endorsement for one of the District designated "difficult to fill" positions and is placed in the vacancy, the employee will be eligible for the hiring bonus.

Section 14.2 Placement of New Faculty Members on Salary Schedule or Range.

- (a) Placement of new faculty members and/or counselors in the appropriate vertical lane of the salary schedule shall be in accordance with Section 14.4 of this Agreement.
- (b) Placement of new nurses on the salary range set forth at Appendix E and F shall be at the Board's discretion. In making this placement, the Board shall consider previous experience for which credit may be given in accordance with Section 14.4 of this Agreement.

Section 14.3 Salary Increases.

- (a) Effective fall semester, 2009, full-time teachers, counselors, and librarians shall be paid in accordance with the salary schedule set forth at Supplemental Appendix E. The generator base salary for this schedule will be \$27,912. Registered nurses with a Bachelors Degree will be placed on the teachers' salary schedule. Registered nurses without a Bachelors Degree will be paid at 80 percent of the teachers' salary schedule BA lane.
- (b) Full-time teachers, counselors and librarians and nurses who have a bachelor degree, who are at the last step of one of the vertical lanes on the 2008-2009 salary schedule and who would not receive an incremental increase in the fall of 2008 will be placed on the career increment step. Effective with the 2008-2009 school year the career increment step will be indexed for the BA, BA+10, BA+20, MA, Ma+15 and MA+30 lanes and the amount calculated by multiplying the index by the generator base. For the purpose of creating this step, these indexes were established as follows:
BA, BA+10, and BA+20 at .049 times the generator base.
MA lane at .051 times the generator base.
MA+15 and MA+30 lanes at .053 times the generator base.
- (c) Full-time teachers, counselors and librarians and nurses who have a bachelor degree, who have reached year 26 (includes experience credit years and service years to the District) on the salary schedule for 2008-2009 will be placed on the 26th year increment step. Effective with the 2008-2009 school year the 26th year career increment step will be indexed for the BA+20, MA, MA+15 and MA+30 lanes and the amount calculated by multiplying the index by the generator base. For the purpose of creating this step,

these indexes were established as follows:

BA+20 at .049 times the generator base.

MA lane at .051 times the generator base.

MA+15 and MA+30 lanes at .053 times the generator base.

Section 14.4 Experience Credit.

- (a) All bargaining unit members elected to the staff of the Council Bluffs Community School District as teachers, counselors, librarians, or nurses may be granted credit up to and including five (5) years of experience and/or work experience outside of the Council Bluffs Community School District, except as follows: The Board may at its discretion offer credit in excess of five years for actual approved teaching experience or work experience outside of the Council Bluffs Community School District.
- (b) For the purpose of calculating experience credit step one shall be treated as zero (0) through five (5) experience years.

Section 14.5 Benefits to Part-Time Bargaining Unit Employees. Part-time bargaining unit employees are eligible for placement on the appropriate salary schedule or range on a pro-rated basis and shall receive other fringe benefits as provided elsewhere in this Agreement.

Section 14.6 Mileage. When an employee is required by the Board in the normal course of his/her employment to use his/her personal vehicle for school business, the employee shall receive an allowance at the current I.R.S. designated mileage reimbursement rate. Mileage will not be paid employees for going to or coming from work or attending Board or administrative meetings. Mileage shall be reported on forms supplied by the Business Office.

Section 14.7 Summer School and Curriculum Development Employment and Compensation.

- (a) In the event the Board determines to have a summer school program or curriculum development project, the employment shall be offered by the Board which shall consider the recommendation of the Superintendent of Schools or designee.
- (b) Employees performing the following functions during the summer shall be paid at the stated hourly rates:

Trainer/Facilitator	\$20.00
Teaching (students)	\$28.00
Writing Curriculum	\$20.00
Participant in Staff Development	\$20.00

Section 14.8 Extended Year Contract Rate. The salary schedule is based upon a 190-day work year. Any employee who is offered and accepts an assignment, other than those assignments identified in Section 14.7, beyond the 190 days will be compensated at the per diem rate. The per diem rate will be calculated by dividing the employee's base salary for the current year by 190 days. Pay for extended contract days will be pro-rated on an hourly basis when the hours worked are less than the normally scheduled workday as defined in Article 11, Section 11.2(a).

At the sole discretion of the Board, High School and Middle School counselors may be required to work an extended year contract that may include workdays scheduled before or after the normal work year. Such extended contract days will not exceed 20 days for High School counselors or 15 days for Middle School counselors.

After a decision has been made to require one or more counselors to work an extended year contract, volunteers will be solicited. If there are no employees who volunteer to work the extended contract, the district may assign a counselor to work. Such assignment will be based on the seniority principle set forth at Section 7.2 of this Agreement.

Section 14.9 Horizontal Salary Increments on the Salary Schedule.

- (a) If prior to the second week in September of the fall term an employee covered by this Agreement submits documentation of successfully completed graduate hours in the employee's major field from an accredited institution, sufficient for a horizontal increment, said employee shall receive the horizontal increment at the start of said fall term.
- (b) Such graduate hours must be approved in advance by the Superintendent or his/her designee, provided that such approval shall not be arbitrarily or capriciously withheld.
- (c) Such approval will not be granted after May 30 if an employee has not filed a letter of intent form with the Personnel Office. The letter of intent form is provided in Appendix C.
- (d) Courses acceptable for horizontal increments will be approved on the following basis:
 - (1) Teachers with less than a bachelor's degree must take courses that will apply to their degree. Intent forms must be approved prior to final registration for the courses.
 - (2) For teachers with a bachelor's degree only graduate courses approved prior to final registration for the course via the intent form shall apply toward horizontal increment movement.
 - (3) Approved in-service courses, as well as graduate courses, approved and completed prior to July 1, 1988, may be used in qualifying for salary categories above the bachelor's degree level. In-service course credit approved and completed prior to July 1, 1988, will be limited to three credits each applying toward the BA+10 or BA+20 categories.
 - (4) A maximum of three semester hours of credit beyond the master's degree may be earned in approved in-service courses if approved and completed prior to July 1, 1988.
- (e) Only hours earned after the date of the highest degree was conferred shall be accepted for lane movement.

Section 14.10 Vertical Salary Increments on the Salary Schedule. Employees will be permitted only one vertical step of advancement on the salary schedule each year.

Section 14.11 Paydays. The Board shall pay employees covered by this Agreement on the last working day of the month (with the exception of December) according to the following Schedule A, except that all employees covered by this Agreement and hired after July 1, 1995, and all employees electing in writing to change shall be paid according to the following Schedule B.

2009-2010 Schedule A

September 30, 2009	March 31, 2010
October 30, 2009	April 30, 2010
November 30, 2009	May 28, 2010
January 4, 2010	June 30, 2010
January 29, 2010	July 30, 2010
February 26, 2010	August 31, 2010

2008-2009 Schedule B

September 30, 2009	March 31, 2010
October 30, 2009	April 30, 2010
November 30, 2009	May 28, 2010
December 29, 2009	June 30, 2010
January 29, 2010	July 30, 2010
February 26, 2010	August 31, 2010

Section 14.12 Covering Classes. Any bargaining unit employee covered under this Agreement who is assigned to cover the classes of another staff member will be paid at the rate of twenty (20) dollars per hour. The pay for this duty shall be in addition to the regular salary covered in this Agreement.

Section 14.13 Lead Teachers and Department Chairs. The Lead Teacher stipend will be \$1,502 for Instrumental Music, Vocal Music, Counseling, Physical Education, Art, Business Education, Foreign Language, Home Economics, Industrial Arts, Vocational/Coop., and Vocational Prep.

Department chairs in middle schools and secondary buildings in the areas of math, science, social studies, language arts, counseling and special education will receive a stipend equal to six percent (.06) of the generator base.

Section 14.14 Mentors. New teacher induction mentors will be paid as follows:

Mentor to Novice Teachers (0-3 years experience)	\$225.00
Mentor to Veteran Teachers	\$115.00

**ARTICLE 15
INSURANCE**

Section 15.1 Group Hospitalization Insurance

- (a) A group hospitalization plan providing a schedule of benefits set forth in Appendix G shall be in effect for the term of this Agreement. The Board will pay up to one thousand and sixteen (\$1,016.00) dollars per month for single coverage during the 2009-2010 school year for all full-time employees covered by this Agreement.
- (b) A full-time employee covered by this Agreement shall apply the difference between the amount allowed for single coverage and the actual cost of his/her single coverage toward either the cost for dependent coverage or to the employee's salary.
- (c) For all part-time employees covered by this Agreement that are contracted for fifty (50) percent time or more, the Board will pay during the 2009-2010 school year the amount of one thousand and sixteen (\$1,016.00) dollars per month multiplied by the percent of time worked by the part-time employee. Covered part-time employees shall have the same options as defined in Section 15.1(b) for covered full-time employees. If the part-time employee does not elect to take coverage the pro-rata share shall be applied to his/her salary.
- (d) If a husband and wife are both employees covered by this Agreement, and they elect dependent coverage, the total amount allowed for their single coverage will be combined and applied toward dependent coverage.
- (e) Insurance, as provided by this Agreement, and subject to reasonable administrative procedures of the carrier, shall become effective on the first day the new employee is actively at work, and shall continue in effect until the date of termination.
- (f) Pre-authorization procedures of the current insurance carrier shall be utilized by all employees as provided by the insurance carrier.
- (g) The Board retains the right to change the insurance carriers as long as the level of benefits remains substantially the same.

Section 15.2 Group Life Insurance. The Board will pay the premium for a term group life insurance policy at an amount equal to the employee's contractual base salary, rounded to the nearest \$1,000, for each full-time employee covered by this Agreement during the 2008-2009 school year. This policy shall be in an amount no less than \$25,000. Supplemental employee life insurance will be offered at the employee's expense. For part-time employees covered by this Agreement who are contracted for 50% time or more the Board will pay a pro-rata share of the monthly premium based on a \$25,000 policy.

Section 15.3 Group Dental Insurance. A group dental plan providing for a schedule of benefits set forth at Appendix H shall be in effect for the term of this Agreement. The Board will pay the monthly premium for single dental coverage for each full-time employee covered by this Agreement. For part-time employees covered by this Agreement that are contracted for 50% or more the Board will pay a pro-rata share of the monthly premium for single dental coverage.

Section 15.4 Group Long-Term Disability Insurance. The Board will pay the premium for a group long-term disability insurance program for each full-time employee covered by this Agreement during the 2008-2009 school year. The Board retains the right to change insurance carriers as long as the level of benefits as set forth at Appendix I remains substantially the same.

Section 15.5 Flexible Spending Account [125 Plan]. A \$125 Plan featuring a premium conversion account for health, dental, cancer and intensive care insurance and supplemental medical insurance premiums, a medical flexible spending account and a dependent care flexible spending account will be made available to regular employees. Employees may elect to redirect salary into any or all of the above options.

ARTICLE 16
LEAVES OF ABSENCE

Section 16.1 Discretionary Leave. The Board may at its discretion grant a leave of absence (either with or without salary and/or credit for experience) to any bargaining unit employee for any good and sufficient reason.

Section 16.2 Sick Leave.

- (a) Each bargaining unit employee covered by this Agreement shall be entitled to fifteen (15) days of paid sick leave per year, accumulative up to and including two hundred (200) days. All new employees hired for the 1995-96 school year and thereafter shall be entitled to fifteen (15) days of paid sick leave per year accumulative up to and including one hundred eighty (180) days. Sick leave shall be interpreted to mean personal illness, injury, or quarantine at home and shall not include routine medical and dental exams. When employment is terminated there shall be no compensation for unused sick leave. The Board may require a physician's statement substantiating any claim for sick leave. All part-time employees shall consider the term "day" equal to one-half (½) a full school day.
- (b) A female employee may, at her option, use accumulated sick leave for a medical disability connected with or resulting from her pregnancy, as substantiated in writing by her physician.
- (c) The Board may, at its expense, require any employee claiming sick leave to submit to a medical examination conducted by a physician selected by the Board to determine whether the employee is entitled to sick leave. In the event that the Board's physician concludes the employee is not medically disabled and could in fact return to work, the Board's obligation to pay sick leave to the employee shall cease. The Board shall take no other disciplinary action against the employee if the employee declines to return to work during a period the employee's own physician is of the opinion that the employee is medically disabled.

Section 16.3 Family and Medical Leave Act. Employees of the District are entitled to paid and/or unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in The Family and Medical Leave Act of 1993.

Section 16.4 Worker's Compensation. Employees shall receive such compensation and expenses as are prescribed by the Iowa Worker's Compensation Law, supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed his/her sick leave reserve. This supplemental amount shall be charged against an employee's sick leave reserve but only for that portion in excess of the compensation payment.

Section 16.5 Emergency Leave.

- (a) Each full-time employee covered by this Agreement shall be entitled to up to ten (10) days leave per year with pay in the event of a death or critical illness in the employee's family. For purposes of this Section, the term "family" shall include spouse, legally recognized domestic partner, child, mother, father, sister, brother, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, and brother-in-law and the relatives of a domestic partner as they relate to the relationships in this article. This leave is non-transferable and shall not accumulate. Critical illness shall be defined where family members as listed above are hospitalized, inpatient or outpatient, or in the emergency room and the matter is of such emergency nature that the immediate presence of the employee is required during the working day. Domestic partner shall be defined as a person of the opposite or same

sex with whom the employee has established a legally recognized domestic partnership and who share the same permanent residence and the common necessities of life and are at least 18 years of age.

- (b) Part-time employees contracted for 50% time or more may be granted emergency leave on a pro-rata basis.
- (c) One (1) of the above emergency leave days for full-time employees may be used each year for the funeral of a close friend or relative not covered by paragraph (a) of this Section.
- (d) Three (3) of the above emergency leave days for full-time employees may be used for the adoption of a child not covered by paragraph (a) of this Section.
- (e) Two (2) of the above emergency days may be used for serious illness or other medical care of an employee's spouse, child, mother or father.

Section 16.6 Personal Leave.

- (a) Each full-time employee covered by this Agreement shall be entitled to two (2) days of personal leave per year with pay. Each part-time employee shall receive two (2) days of prorated personal leave per year with pay. This leave is non-transferable and shall not accumulate.
- (b) For purposes of this Agreement, a personal leave day shall not mean a day for travel to extend a vacation, job interviewing, attendance or participation at an athletic event, or a day on which the employee is paid a wage or stipend by another employer or agency for his/her services.
- (c) All personal leave shall not be granted the day preceding or following school holidays or vacation periods, or during the first ten (10) work days and last ten (10) work days of the school year, except in extenuating circumstances as judged by the Director of Personnel Services.
- (d) An employee must request personal leave at least three (3) days in advance of the absence, except under unusual circumstances. The reason for the leave request shall not be required.

Section 16.7 Jury Leave. Employees covered by this Agreement who are required to serve on a jury, or who are subpoenaed as material witnesses in criminal proceedings, shall suffer no loss of pay, provided that all jury fees, except reimbursement for expenses, received by any such employee shall be turned over to the School District. Employees released from jury duty either temporarily or permanently or who have finished their service as a witness shall be required to report promptly to his/her supervisor and complete any remaining hours of his/her work day if required.

Section 16.8 Military Leave. Military leave shall be granted in accordance with applicable law.

Section 16.9 Professional Leave. Employees upon the recommendation of the Superintendent or his designee may be granted leave with pay to attend appropriate out of district curriculum, subject area, staff development, conferences, seminars and meetings or visit other schools. Employees authorized to engage in such activities may be allocated appropriate registration, meal and travel expenses.

Section 16.10 Leave to Attend the ISEA Delegate Assembly. A maximum of six (6) employees shall be granted two (2) days leave with pay to attend the annual ISEA delegate assembly. An additional twelve (12) days of leave with pay shall be granted to employees to attend the ISEA delegate assembly, ISEA conferences, and ISEA state committee meetings provided that no employee will be granted more than four (4) days of leave with pay under

this Section. Requests for said leave shall be submitted in writing on a form provided by the Personnel Office reasonably far in advance of the annual delegate assembly, conference or state committee meeting.

Section 16.11 Leave for Full-Time Association Employment. In the event an employee covered by this Agreement intends to accept full-time employment with the Association, such an employee will contact the Superintendent or designee to apply for an unpaid leave of absence for a period not to exceed one (1) year. An employee who intends to run for the office ISEA President will inform the Superintendent or designee of his/her intention to run for office. If elected, this employee may apply for an unpaid leave of absence for a period not to exceed two (2) school years. The above leaves will not be arbitrarily or capriciously denied. While such leaves will not constitute a break in service, they will not be counted for purposes of vertical movement on the salary schedule. Not more than one employee shall be on such leave at any one time unless the parties mutually agree otherwise in writing.

Section 16.12 Conditions of Leave.

- (a) Unless expressly provided to the contrary, all leaves shall be without pay.
- (b) Any employee who, consistent with Section 6.3 (a), does not report for work at the termination of an authorized leave of absence shall be considered to have voluntarily quit.

Section 16.13 Extended Leave/Inactive Status. Employees who qualify for long-term disability payments pursuant to the District's long-term insurance program shall be placed on an extended leave of absence. The period of leave shall begin when the employee becomes eligible for the long-term disability payments and shall conclude when the employee returns to active employment, or after the conclusion of the school year following the year the employee first becomes eligible for long-term disability benefits, whichever date occurs first. This time period shall be referred to as the "active status" period.

While on active status, the District shall provide employees on extended leave with group hospital insurance equivalent to the single premium to the extent required by Article 15.1 of this Agreement. The District shall not permanently fill the employee's position for a period of 6 calendar months. At the conclusion of 6 calendar months the District may post and fill the position. Employees who remain on leave after 6 calendar months, but who remain in the active status period, upon full medical release to return to work, will be reinstated to an equivalent or like position for which they are licensed. Any employee who returns to work while on active status must adequately perform his or her duties and responsibilities for three consecutive months. Any employee who returns to work while on active status but works less than three consecutive months before becoming disabled and unable to perform the essential duties of the assigned job, shall continue the active status period that remained prior to the employee returning to work and shall not be entitled to begin a new active status period.

If the employee is unable to return to active employment after the conclusion of the school year following the year the employee first becomes eligible for long-term disability benefits, then the employee's extended leave shall terminate and the employee shall be placed on inactive status for two additional school years. The District may, however, in its sole discretion extend the inactive status for more than two years. While on inactive status, the employee shall be eligible to continue group health insurance coverage, at the employee's own expense, but shall not receive any salary or other benefits. While on inactive status, the employee shall retain his/her seniority rights and may apply for any vacancy that arises, provided the employee is certified and otherwise qualified to perform the essential functions

of that particular position and provided further that the employee submits to the District's personnel office a statement from his or her treating physician certifying that the employee is physically able to perform the essential functions of the position for which application is made, with or without reasonable accommodation. The Board may, at its expense, require any employee attempting to return to active employment to submit to further medical examination and evaluation to determine the employee's ability to return to active employment.

ARTICLE 17
EVALUATION PROCEDURES

Section 17.1 Evaluator. The evaluation of employees covered by this Agreement shall be under the direction of the building principal or designee.

Section 17.2 Orientation. Within the first month after the beginning of each school term the building principal or designee shall acquaint each employee with the District evaluation procedures, standards and instruments.

Section 17.3 New Employees.

(a) On or before April 15 of the employee's first two years of employment, there shall be a formal summative evaluation report for all employees new to the District.

(b) Nothing contained in this Section shall preclude additional formal summative evaluation reports of such employees by the building principal or designee.

Section 17.4 Probationary Status Employees. Employees who are not new to the District but who are still probationary status employees according to the Code of Iowa shall be given a formal summative evaluation report on or before April 15 of each school year. Nothing in this Section shall preclude additional formal observations or additional formal summative evaluation reports of such employees by the building principal or designee.

Section 17.5 Non-Probationary Status Employees. Employees who are non-probationary status employees according to the Code of Iowa and designated as subject to the evaluation cycle outlined in the "Professional Growth System" booklet shall have a goal planning conference with their supervisor no later than November 1 of each school year. Such employees will have a minimum of one conference with their supervisor by no later than January 30 and March 30 of each year. The supervisor, in cooperation with the staff member, shall have a year-end conference and a final report completed during the conference on or before May 15.

Section 17.6 Notification of Unsatisfactory Performance. When the immediate supervisor's observation, in accordance with the District's "Professional Growth System," indicates that an employee is not meeting district expectations, the employee must be notified in writing of the area in which the performance is not meeting district standards, criteria and descriptors.

Section 17.7 Presentation of the Evaluation. A copy of each completed Performance Review form shall be given to each employee designated as subject to the evaluation cycle outlined in the "Professional Growth System" booklet during a conference held by the building principal or designee with the employee being evaluated on or before May 15. An employee shall acknowledge receipt of said evaluation by signing the form(s) on the line below the statement: "My signature does not necessarily attest to my feelings about the accuracy of this evaluation, but I have received a copy of this evaluation."

Section 17.8 Written Response to the Evaluation. An employee covered by this Agreement may add a written response to his/her evaluation within five (5) working days after receipt of the evaluation. Such written response must be presented to the employee's building principal or designee in duplicate form. A copy of the response will be kept in the building file and a second copy will be kept in the employee's personnel file at the Educational Service Center.

Section 17.9 Review of the Evaluation. A staff member who disagrees with the evaluation process or Final Report may request a review of that evaluation process or Final Report by the Assistant Superintendent no later than ten (10) working days following the receipt of the evaluation.

Section 17.10 Evaluation Committee.

- (a) An evaluation steering committee made up of three members appointed by the Board and three members appointed by the Association will be given the authority to initiate changes in the process for the “Professional Growth System”.
- (b) The committee shall be appointed annually and names submitted by both parties by October 1. The committee will convene at the request of either party.
- (c) Changes in the evaluation process must be approved by both the Association Executive Board and the Board. Changes in evaluation criteria must be approved by the Council Bluffs Schools Board of Directors. Proposed changes to the evaluation criteria will be shared with the Committee prior to submission to the Board for approval. Either party may initiate changes outside the framework of the committee.
- (d) The powers of this committee shall not abridge either party’s right to negotiate changes in the “Professional Growth System” evaluation process.

ARTICLE 18
GENERAL PROVISIONS

Section 18.1 No Discrimination. The Board and the Association agree not to interfere with the right of employees covered by this Agreement to become or not become members of the Association and that there shall be no discrimination against any employee covered by this Agreement because of Association membership or no membership. Membership in the Association or any other employee organization not affiliated with the District shall not be a condition of employment for any employee covered by this Agreement. In accordance with applicable law, the Board and the Association agree not to discriminate against any employee covered by this Agreement on account of sex, race, creed, or national origin.

Section 18.2 Employee Discipline. Enforcement of employee discipline shall be for just cause. It is specifically agreed that this Section shall not apply to a decision by the Board to terminate an employee or to not renew the contract of an employee; such a decision shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 18.3 Termination. Any employee on contractual continued service who is terminated shall have recourse to such Board hearing and judicial review procedures as are provided by law.

Section 18.4 Requirement for Board Authorization. No action, statement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing. In emergency circumstances, such permission may be obtained orally or by telephone.

Section 18.5 Personnel File.

- (a) Upon written request, employees shall be permitted to examine their own personnel file (excluding credentials) in the office.
- (b) Employees shall have the right to respond to the materials contained in their personnel files (excluding credentials) and such employee responses shall become part of their files.
- (c) Employees shall have the right to reproduce the contents of their personnel files (excluding credentials) in the office at the rate of fifteen (15) cents per page.
- (d) Copies of any written complaints about a bargaining unit employee will be given to the employee within ten (10) days after the complaint is placed in the file.

Section 18.6 Evaluation of Students. No grade or evaluation shall be changed without the knowledge of the employee.

ARTICLE 19
EFFECTIVE AGREEMENT

Section 19.1 Entire Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties, canceling any and all prior commitments, written and oral, between the parties. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment.

Section 19.2 Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as provided at Section 18.2, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 19.3 Precedence of Agreement. If there is any conflict between the express written terms of this Agreement and the terms of any individual contract between the Board and an individual employee covered by this Agreement, the express written terms of the Agreement shall be controlling.

ARTICLE 20
SAVINGS AND SEPARABILITY

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law; provided that in such event all other provisions of this Agreement shall continue in effect.

ARTICLE 21
TERM OF AGREEMENT

Section 21.1 Duration. This Agreement shall be in full force and effect from July 1, 2009, to and including June 30, 2010.

Section 21.2 Reopening. Between September 15 and November 15, 2009, the Association may notify the Board in writing of its desire to reopen the Agreement, provided that such re-opener shall be limited to all sections in Article 14, Article 15 and to Appendices D, E, F, G, H, and I. In addition the Board and the Association may each open two (2) additional articles. Upon such notice being given the duly authorized representatives designated by the parties shall meet for the purpose of negotiating in good faith the articles, sections and appendices listed above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective chief negotiators, and their signatures placed thereon, all on this ____ day of _____, 2009.

BOARD OF EDUCATION OF THE
COUNCIL BLUFFS COMMUNITY SCHOOL
DISTRICT

COUNCIL BLUFFS
EDUCATION ASSOCIATION

BY _____
Its President

BY _____
Its President

BY _____
Its Chief Negotiator

BY _____
Its Chief Negotiator

**APPENDIX A
DUES CHECK-OFF AUTHORIZATION FORM**

I hereby authorize and direct the Council Bluffs Community School District to deduct annually from the wages earned by me or to be earned by me the prevailing dues as certified by the financial officer of the Council Bluffs Education Association (hereinafter called the CBEA) in twelve (12) equal installments in payment of professional dues to the CBEA. Said payroll deductions shall begin October 1 each year and shall be remitted monthly to the CBEA. This authorization is good unless canceled in writing by giving thirty days' written notice to the Board and is good for any changes in dues that may be authorized and certified by the CBEA.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the Board and all of its officers, representatives, or agents from any liability thereof.

NAME (Please Print) _____

ADDRESS _____

SCHOOL _____

SIGNATURE _____ DATE _____

**APPENDIX B
LETTER OF NOTIFICATION TO THE ARBITRATOR**

Mr./Mrs./Ms. _____

RE: Council Bluffs Community School District
Council Bluffs, Iowa, and the
Council Bluffs Education Association
(Grievance No. _____)

Dear Sir:

The above-named Board and the above-named Association have selected you as an impartial arbitrator to resolve whether or not the Board violated the collective bargaining agreement between them as claimed in the grievance noted above.

Will you please communicate with the undersigned representatives of the parties with respect to some alternative dates on which you will be available to hold a hearing. They will then attempt to select a date mutually convenient and so inform you.

The hearing shall be held in or about the general area of Council Bluffs, Iowa, the exact location of which you will be informed prior to the hearing date.

You will be holding a hearing at which the Association shall present its evidence (including examination and cross-examination of witnesses), the Board its evidence (including examination and cross-examination of witnesses), and with each side the right to present evidence in rebuttal and submit a post-hearing brief. Added rules with respect to the hearing and your jurisdiction as an arbitrator are set forth in the collective bargaining agreement, a copy of which will be furnished you at the hearing.

Your fee and expenses will be shared equally by the Board and the Association. If you desire a copy of the transcript of testimony, please so state. The cost of the transcript will be shared equally by the Board and the Association.

Council Bluffs Education Association
District

Council Bluffs Community School

By _____
(Title)

By _____
(Title)

Address: _____

Address: _____

DATE _____

DATE _____

**APPENDIX C
SALARY INTENT FORM**

This form is for teachers who think that they will qualify for higher horizontal salary in 20__- than in the current year, based on additional training as referred to in Section 14.9 of the Master Contract.

TEACHER NAME _____

BUILDING ASSIGNMENT _____

CURRENT SALARY* (20__-__) _____

CURRENT TRAINING _____ CURRENT STEP _____

ANTICIPATED TRAINING _____

To the Personnel Division:

I plan to complete ____ additional, approved, graduate hours in my major field prior to the second week in September, 20___. I understand that official grade slips must be received in the Personnel Office prior to the second week in September. Official transcripts shall be filed as soon as they are received from my college or university.

SIGNATURE _____

DATE _____

RETURN TO THE PERSONNEL DIVISION OFFICE BY APRIL 30, 20__.

*Do not include payment for additional responsibilities or duties, only base salary.

APPENDIX D
PAY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES
2009-2010

Generator Base \$27,912

<u>High School Sports</u>	0-5 Years	6-10 Years	11+ Years
Baseball	(.154) \$4,298	(.164) \$4,578	(.174) \$4,857
Assistant Baseball	(.096) \$2,680	(.106) \$2,959	(.116) \$3,238
Basketball (B&G)	(.203) \$5,666	(.213) \$5,945	(.223) \$6,224
Assistant Basketball	(.115) \$3,210	(.125) \$3,489	(.135) \$3,768
Bowling (B&G)	(.088) \$2,456	(.098) \$2,735	(.108) \$3,014
Cheerleaders	(.115) \$3,210	(.125) \$3,489	(.135) \$3,768
Assistant Cheerleaders	(.064) \$1,786	(.074) \$2,065	(.084) \$2,345
Cross Country (B&G)	(.098) \$2,735	(.108) \$3,014	(.118) \$3,294
Football	(.204) \$5,694	(.214) \$5,973	(.224) \$6,252
Assistant Football	(.115) \$3,210	(.125) \$3,489	(.135) \$3,768
Golf (B&G)	(.088) \$2,456	(.098) \$2,735	(.108) \$3,014
Pom Pon	(.115) \$3,210	(.125) \$3,489	(.135) \$3,768
Softball	(.151) \$4,215	(.161) \$4,494	(.171) \$4,773
Assistant Softball	(.093) \$2,596	(.103) \$2,875	(.113) \$3,154
Soccer (B&G)	(.148) \$4,131	(.158) \$4,410	(.168) \$4,689
Assistant Soccer	(.085) \$2,373	(.095) \$2,652	(.105) \$2,931
Swimming (B&G)	(.155) \$4,326	(.165) \$4,605	(.175) \$4,885
Assistant Swimming	(.093) \$2,596	(.103) \$2,875	(.113) \$3,154
Tennis (B&G)	(.094) \$2,624	(.104) \$2,903	(.114) \$3,182
Track (B&G)	(.148) \$4,131	(.158) \$4,410	(.168) \$4,689
Assistant Track	(.091) \$2,540	(.101) \$2,819	(.111) \$3,098
Volleyball	(.197) \$5,499	(.207) \$5,778	(.217) \$6,057
Assistant Volleyball	(.099) \$2,763	(.109) \$3,042	(.119) \$3,322
Weight Training	(.142) \$3,964	(.152) \$4,243	(.162) \$4,522
Wrestling	(.197) \$5,499	(.207) \$5,778	(.217) \$6,057
Assistant Wrestling	(.106) \$2,959	(.116) \$3,238	(.126) \$3,517
Intramurals Sr. & Jr. High (per season)	(.027) \$ 754	(.037) \$1,033	(.047) \$1,312

APPENDIX D
PAY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES
2009-2010

Generator Base \$27,912

High School	0-5 Years	6-10 Years	11+ Years
Academic Advisors	(.062) \$1,731	(.072) \$2,010	(.082) \$2,289
Band	(.197) \$5,499	(.207) \$5,778	(.217) \$6,057
Assistant Band	(.093) \$2,596	(.103) \$2,875	(.113) \$3,154
Chaperone	(.043) \$1,200	(.053) \$1,479	(.063) \$1,758
Class Sponsors	(.030) \$ 837	(.040) \$1,116	(.050) \$1,396
Debate	(.100) \$2,791	(.110) \$3,070	(.120) \$3,349
DECA	(.100) \$2,791	(.110) \$3,070	(.120) \$3,349
Drama	(.197) \$5,499	(.207) \$5,778	(.217) \$6,057
Newspaper	(.094) \$2,624	(.104) \$2,903	(.114) \$3,182
Orchestra	(.103) \$2,875	(.113) \$3,154	(.123) \$3,433
Speech	(.094) \$2,624	(.104) \$2,903	(.114) \$3,182
Student Council	(.065) \$1,814	(.075) \$2,093	(.085) \$2,373
Vocal Music	(.197) \$5,499	(.207) \$5,778	(.217) \$6,057
Assistant Vocal Music	(.081) \$2,261	(.091) \$2,540	(.101) \$2,819
Yearbook/Photographers	(.123) \$3,433	(.133) \$3,712	(.143) \$3,991

APPENDIX D
PAY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES
2009-2010

Generator Base \$27,912

<u>Junior High School</u>		0-5 Years	6-10 Years	11+ Years	
Basketball (B&G)	(.063)	\$1,758	(.073)	\$2,038	(.083) \$2,317
Assistant Basketball	(.051)	\$1,424	(.061)	\$1,703	(.071) \$1,982
Football	(.070)	\$1,954	(.080)	\$2,233	(.090) \$2,512
Assistant Football	(.057)	\$1,591	(.067)	\$1,870	(.077) \$2,149
Track (B&G)	(.064)	\$1,786	(.074)	\$2,065	(.084) \$2,345
Assistant Track	(.053)	\$1,479	(.063)	\$1,758	(.073) \$2,038
Volleyball	(.059)	\$1,647	(.069)	\$1,926	(.079) \$2,205
Assistant Volleyball	(.052)	\$1,451	(.062)	\$1,731	(.072) \$2,010
Wrestling	(.060)	\$1,675	(.070)	\$1,954	(.080) \$2,233
Assistant Wrestling	(.052)	\$1,451	(.062)	\$1,731	(.072) \$2,010
Band	(.061)	\$1,703	(.071)	\$1,982	(.081) \$2,261
Drama	(.027)	\$ 754	(.037)	\$1,033	(.047) \$1,312
Orchestra	(.059)	\$1,647	(.069)	\$1,926	(.079) \$2,205
Vocal Music	(.059)	\$1,647	(.069)	\$1,926	(.079) \$2,205
Yearbook/Newspaper	(.027)	\$ 754	(.037)	\$1,033	(.047) \$1,312

Co-Curricular Event Supervision

High School (All employees)	\$22/event
Junior High - Immediately After School (All employees)	\$22/event
Elementary school events (all employees)	\$22/event
Evening or Saturday (All employees)	\$22/event

- The generator base for co-curricular salary schedule will be the same as the generator base for the teachers' salary schedule.
- The indexes for each position will be developed to reflect the relationship between the dollar amount on the 2001-2002 co-curricular salary schedule and the negotiated generator base. After the 2001-2002 school year, the indexes will remain the same and the dollar amounts will be determined by the teacher salary schedule generator base.
- Experience ranges will be paid for 0-5 years, 6-10 years, and 11 plus years as a head coach or assistant in the same sport or activity at the high school or junior high level. Experience may be in-district, out of district or a combination of both.
- Those individuals whose co-curricular salaries are higher than that indicated on the co-curricular salary schedule will be grandfathered and will receive the dollar amount increase for that position each year. When that individual no longer holds that position, the position pay will revert to the amount shown on the co-curricular salary schedule.

APPENDIX E

2009-2010 SALARY SCHEDULE

COUNCIL BLUFFS COMMUNITY SCHOOL DISTRICT

For Classroom Teachers, Counselors and Librarians

STEP	Salary Index	NURSES	BA	BA+10	BA+20	MA	MA+15	MA+30
1	SALARY	\$26,349	\$32,936	\$34,053	\$35,448	\$37,681	\$39,356	\$41,310
	Index		1.18	1.22	1.27	1.35	1.41	1.48
2	SALARY	\$27,242	\$34,053	\$35,169	\$36,565	\$39,077	\$40,752	\$42,705
	Index		1.22	1.26	1.31	1.4	1.46	1.53
3	SALARY	\$28,135	\$35,169	\$36,286	\$37,681	\$40,472	\$42,147	\$44,101
	Index		1.26	1.3	1.35	1.45	1.51	1.58
4	SALARY	\$29,028	\$36,286	\$37,402	\$38,798	\$41,868	\$43,543	\$45,497
	Index		1.3	1.34	1.39	1.5	1.56	1.63
5	SALARY	\$29,922	\$37,402	\$38,519	\$39,914	\$43,264	\$44,938	\$46,892
	Index		1.34	1.38	1.43	1.55	1.61	1.68
6	SALARY	\$30,815	\$38,519	\$39,635	\$41,031	\$44,659	\$46,334	\$48,288
	Index		1.38	1.42	1.47	1.6	1.66	1.73
7	SALARY	\$31,708	\$39,635	\$40,752	\$42,147	\$46,055	\$47,730	\$49,683
	Index		1.42	1.46	1.51	1.65	1.71	1.78
8	SALARY			\$41,868	\$43,264	\$47,450	\$49,125	\$51,079
	Index			1.5	1.55	1.7	1.76	1.83
9	SALARY				\$44,380	\$48,846	\$50,521	\$52,475
	Index				1.59	1.75	1.81	1.88
10	SALARY				\$45,497	\$50,242	\$51,916	\$53,870
	Index				1.63	1.8	1.86	1.93
11	SALARY					\$51,637	\$53,312	\$55,266
	Index					1.85	1.91	1.98
12	SALARY						\$54,708	\$56,661
	Index						1.96	2.03
13	SALARY							\$58,057
	Index							2.08
Increment		\$32,802	\$41,003	\$43,236	\$46,864	\$53,061	\$56,187	\$59,536
	Index		1.469	1.549	1.679	1.901	2.013	2.133
Increment	26th Yr				\$48,232	\$54,484	\$57,666	\$61,016
	Index				1.728	1.952	2.066	2.186
	Generator Base: \$27,912							

**APPENDIX F
SALARY RANGE FOR NURSES
2009-2010**

Section F.1 Salary Range Limitations

Step 1 \$26,349	1 - 5 Years of Experience
Step 2 \$27,242	6 Years of Experience
Step 3 \$28,135	7 Years of Experience
Step 4 \$29,028	8 Years of Experience
Step 5 \$29,922	9 Years of Experience
Step 6 \$30,815	10 Years of Experience
Step 7 \$31,708	11 Years of Experience

After 11 years, the amount to be established at 80 percent of increment steps for teachers in BA lane. \$32,802.

Appendix G

2009-2010 Schedule of Health Insurance Benefit by Plan

*Plan Features	PLAN 1	PLAN 2	PLAN 3	PLAN 4
Deductible				
Employee	\$0.00	\$300.00	\$600.00	\$1,200.00
Family	\$0.00	\$600.00	\$1,200.00	\$2,400.00
Coinsurance	90/10	90/10	90/10	90/10
Out of Pocket Max				
Employee	\$500.00	\$1,000.00	\$2,000.00	\$2,500.00
Family	\$500.00	\$2,000.00	\$4,000.00	\$5,000.00
Office Visit CoPay				
Primary Care	\$10.00	\$15.00	\$20.00	\$20.00
Specialist	\$10.00	\$30.00	\$40.00	\$40.00
Prescription Drug				
Generic	\$10.00	\$10.00	\$10.00	\$10.00
Formulary	\$10.00	\$20.00	\$30.00	\$30.00
Non-Formulary	\$10.00	\$30.00	\$55.00	\$55.00
Requirements				
Urgent Care	\$35 CoPay	90% after Deductible	90% after Deductible	\$40.00
Emergency Room	\$35 CoPay	90% after Deductible	90% after Deductible	\$100.00
Maximum Benefit	\$5 Million	\$5 Million	\$5 Million	\$5 Million

The District will provide a notice to each employee providing them instructions on how to access the website of the Insurance Carrier for electronic access to a booklet outlining the insurance plan benefits. The District will post the link to the booklet on the District website.

APPENDIX H
SCHEDULE OF DENTAL INSURANCE BENEFITS

- A. Eligibility: All full-time employees covered by this Agreement.

- B. Routine Oral Examinations and Basic Dental Treatment
 - 1. Deductible
 - a. Routine oral examinations - none
 - b. Basic Dental Treatment and Orthodontia - \$25 per calendar year

 - 2. Coinsurance
 - a. 100% of usual and customary charges for routine oral examination
 - b. 80/20% of usual and customary charges for basic dental treatment
 - c. 50/50% for prosthetic service, including crowns, bridges, and gold
 - d. 50/50% of covered charges for procedures, appliances or treatment necessary to increase vertical dimension and/or restore or maintain occlusion

- C. Maximum Payment: \$1000 per calendar year

APPENDIX I
SCHEDULE OF LONG TERM DISABILITY BENEFITS

Monthly Income Benefit: 60% of an employee's covered monthly compensation to a Maximum Benefit of \$2000 less any payments for that month for which an employee and his/her dependents are eligible under the Federal Social Security Act and any accrued benefits which the employee received under IPERS or any retirement benefit plan of the school. Once established, the monthly income benefit shall not be further reduced by subsequent increases in Social Security Benefits.

Qualifying Period: Greater of 14 Consecutive Calendar Days or Length of Accumulated Sick Leave

<u>Maximum Benefit Period:</u>	<u>Age</u>	<u>Maximum Benefit Period</u>
	61 or younger	To Age 65
	62	3 ½ years
	63	3 years
	64	2 ½ years
	65	2 years
	66	1 ¾ years
	67	1 ½ years
	68	1 ¼ years
	69 and over*	1 year

*Employees who remain at work to age 70 or older will continue to be eligible for benefits.

Minimum Monthly Benefit: The Greater of \$100 or 10% of the Gross Monthly Benefit

Benefits for disability due to pregnancy or any complication of pregnancy are payable the same as for disability due to any other sickness.

NOTES