HEARTLAND AEA # 11/ EA 07-09

Comprehensive Agreement

between

Heartland Area Education Agency 11 and the Heartland Education Association

2007-2009

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PUBLIC EMPLOYMENT RELATIONS BOARD

Heartland
Area Education Agency 11
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Article 1: Preamble

The Heartland Area Education Agency 11 Board of Directors and the Heartland Education Association have reached certain understandings that they desire to confirm in this Comprehensive Agreement. It is, therefore, agreed as follows:

Article 2: Recognition

The Heartland Area Education Agency 11 Board of Directors recognizes the Heartland Education Association (PERB Case 448) as the sole and exclusive negotiating agent for full-time and regular part-time professional research interns, psychologists, audiologists, speech-language pathologists, school social workers, teachers, consultants, guidance consultants, nurses, physical therapists, occupational therapists, certified occupational therapist assistants, physical therapist assistants, practitioners, and trainers. All other personnel not specifically included above shall be excluded from the bargaining unit and the jurisdiction of the bargaining representative.

Definitions

A. The term "employer" as used in this agreement shall mean the Board of Directors of Heartland Area Education Agency 11 or its duly authorized representative.

B. The term "employee" as used in this agreement shall mean all full-time and regular part-time employed professional employees as defined in Article 2 above.

C. The term "association" as used in this agreement shall mean the Heartland Education Association.

D. The terms "chief administrator" and "designee" as used in this agreement subsume that there shall be an official designee in case of an administrator's absence.

Article 3: Grievance Procedures

A. Definitions

1. A "grievance" shall mean a claim by an employee, employees, or the association that there has been an alleged violation, misinterpretation, or misapplication of any provision of this agreement. It must be signed by the president of the association.

2. An "aggrieved person" shall mean the employee, employees, or the association when the association names the parties involved in making the grievance.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to any problems arising out of the contractual agreement. All grievances at levels two through four shall be filed on forms provided by

the employer at no cost to the employee.

C. Time Limits

1. The failure of an employee or the association, when a grievance reaches arbitration, to act within the prescribed time limits shall act as a bar to any further appeal.

2. The failure of an administrator to give a decision within the prescribed time limits shall permit the grievance to proceed to the next level.

3. The time limits may be extended at any step by mutual agreement of the parties.

4. The specified number of days at any level designating the time limits shall mean the date of delivery if in person or the postmark date if by mail.

D. Procedures

1. Level One — Supervisor (Informal)
   An attempt shall be made by the aggrieved person to resolve any grievance in informal, verbal discussion with the appropriate supervisor. This discussion shall take place within 10 working days of the knowledge of the act or date of the occurrence of event giving rise to the grievance.

2. Level Two — Deputy Chief Administrator (Formal)
   If the grievance cannot be solved informally, the aggrieved person shall file the grievance in writing with the Deputy Chief Administrator and, at a mutually agreeable time, discuss the matter with the Deputy Chief Administrator. The aggrieved person shall have the opportunity to have a representative of the association present at this meeting. The written grievance shall include the following:

   a. the date of deliverance of the grievance to the Deputy Chief Administrator;

   b. the nature of the grievance and date of occurrence of the incident giving rise to the grievance;

   c. the specific section of the article being grieved;

   d. the remedy requested;

   e. the signature of the aggrieved person;

   f. the signature of the association president.

   Filing of the grievance in writing at level two must be within 20 working days of the knowledge of the act or date of the occurrence of the event giving rise to the grievance.

   The Deputy Chief Administrator shall make a decision on the grievance and file a response in writing within 10 working days of receipt of the grievance. A copy of the decision shall be given to the employee with a

copy to the chief administrator and, at the written request of the grievant, to the Association president.

3. Level Three — Chief Administrator
   If the grievance is not resolved satisfactorily, the aggrieved person may file the grievance with the chief administrator within 10 working days of the decision at level two. Within 10 working days after the filing with the chief administrator, the aggrieved person and the chief administrator shall meet to resolve the grievance. The association shall have the opportunity to have a representative, in addition to the aggrieved person, present at this meeting. The chief administrator shall file a decision within 10 working days of the meeting. A copy of the decision shall be filed with the aggrieved person, the Deputy Chief Administrator, and the association.

4. Level Four — Arbitration
   If the grievance is not resolved satisfactorily at level three, the aggrieved person shall have available the opportunity to file for binding arbitration. The association shall submit, in writing and over the signature of the aggrieved person, a request for arbitration. The request shall be submitted to the chief administrator within 20 working days of the filing of the decision at level three.

   The arbitrator shall be selected by the two parties within five working days after the request is received or the Federal Mediation and Conciliation Service shall be requested to provide a list of seven arbitrators. Each party shall alternately strike one name from the list until only one remains; the opportunity to remove the first name to be decided by lot. The last name on the list shall be the arbitrator, and the arbitrator shall render a decision, which shall be binding on the parties.

   The arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. The arbitrator's decision shall be limited to the issue or issues presented in the grievance.

   If a claim, complaint, or other legal, equitable, or administrative action is instituted in any other forum and involves the same facts and issues as that set forth in a grievance, such grievance shall not be processed under Article 3: Grievance Procedures.

E. Expenses for the arbitrator's services shall be borne equally by the parties, except that any expenses for witnesses called or counsel used shall be borne by the party calling such witnesses or using such counsel.

F. All aggrieved persons shall be responsible for informing the association's designated representative of the status of said grievance at all levels of the procedure.

G. No reprisals of any nature shall be taken by the employer against any grievant or his/her representative because of participation in the griev-

ance procedure.

Article 4: Dues Deduction

A. Authorization

1. Any employee in the association's certified bargaining unit, or who has applied for membership, may sign and deliver to the employer an assignment authorizing payroll deduction of association dues. The employer agrees to collect current dues only. No political action contributions shall be collected through payroll deductions without the express, written permission of the employee.

2. The authorization card for dues deduction shall be designed by the association, subject to the approval of the employer, and expenses for producing and distributing the form shall be borne by the association.

B. The authorization to deduct dues shall remain in effect from year to year unless revoked in writing by a 30-day notice to the employer.

C. Procedure

1. Employees filing deduction authorization cards prior to the first working day of October shall have the total dues deducted in equal installments from their regular pay checks each pay period beginning with the last pay check in October through the balance of the contract pay periods.

2. Employees filing deduction authorization cards prior to the first working day of a month following October shall have the total dues deducted, in equal installments, from their regular pay checks each pay period beginning with the last pay checks of that month through the balance of the contract pay periods.

3. In the event an employee severs employment with the employer, the employer shall not be responsible for dues deductions beyond the last regular dues deduction from the employee's final pay check.

4. The employer shall transmit to the association the total deduction of dues for the previous month within a reasonable time after the deduction is made each month.

D. The association agrees to indemnify and hold harmless the employer, each individual board member, Heartland Area Education Agency 11, and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions in this agreement between the parties for dues deduction.

Article 5: Other Payroll Deductions

Upon appropriate written authorization from the employee, the employer shall reduce from the salary of the employee and make appropriate remittance for payroll reductions for tax-sheltered annuities, United States government bonds, United Way Campaign, insurance programs, the Polk County Employees Credit Union, and the ISEA Credit Union. Employees participating in the flexible benefits program shall pay the monthly enrollment fee.

Article 6: Safety Procedures

A. Facilities and Equipment
The employer shall endeavor to provide and maintain a safe place of employment in those facilities to which the employee is assigned. All employees shall in the course of performing their professional duties commit themselves to act in a safe manner, be alert to unsafe acts or conditions, and report, in writing, any unsafe acts or conditions to their immediate supervisor or partnership director.

B. Use of Reasonable Force
Employees may, when acting within the scope of their employment and pursuant to the policies, rules, regulations, and guidelines of the employer and the agency where such action takes place, use reasonable and necessary force for the purpose of self-defense or for the protection of the employer's or the agency's property, provided the foregoing shall not be construed to permit any unlawful action nor exceed or violate the terms and/or conditions of the contract with the liability insurance carrier.

Article 7: Health Provisions

A. Physical Fitness — New Employees
All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of the employee's choice within 90 days of initial employment attesting to the employee's physical fitness. The cost of such examination shall rest with the employee. The employer may require a subsequent examination, when, in its judgment, such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the employer and the employer shall pay the cost of such examination. Each new employee shall be advised in writing of the physical fitness requirements at the time of employment.

B. Physical Fitness — Continuing Employees
All continuing employees shall present evidence of freedom from tuberculosis when required by the employer. The employer shall pay the cost of said examination.

C. Flu and Tetanus Shots
Flu and tetanus immunization shots may be given to all employees upon request. The association shall make the arrangements for said shots, and the employer shall provide the facilities. All costs shall be borne by the employees.

Article 8: In-Service Training

A. In-service training for employees is defined as training provided to various employees during the service year.

B. Committee
An in-service committee with employee representation shall be established for the purpose of making recommendations to the Deputy Chief Administrator as to the structure and content of the in-service training program. Not less than two-thirds of the members of the committee shall be employees.

C. Implementation of proposals from the committee shall be decided by the Chief Administrator or designee within constraints of appropriate content, personnel, timing, and budget considerations.

D. In-service training shall not be limited to those proposals received by the Chief Administrator or designee from the committee.

Article 9: Evaluation Procedures

A. Definitions
"Formal evaluation" shall mean a process of reviewing the work performance of an employee. Formal evaluation shall embrace those procedures described and explained to the employee pursuant to section B of this article. The supervisor shall make a reasonable effort to identify the specific activities included in the formal evaluation. These activities shall not be limited in kind or number. The formal evaluation shall not be restricted to the physical viewing of an employee's performance.

"Formal observation" shall mean the physical viewing of an employee's performance.

B. Notification
The Chief Administrator or designee shall acquaint each employee being evaluated with the uniform evaluation procedure for the division and the criteria to be used. Supervisors who have had evaluator training shall be responsible for the formal evaluation of employees. The employee shall be notified who shall observe and evaluate his/her performance. No formal evaluation shall take place until such orientation has been completed.

All formal evaluations of employees shall be conducted with their knowledge. A new employee shall be evaluated through the formal evaluation procedure at least once during each year of the employee's probationary period. Remaining employees shall be evaluated through the formal evaluation procedure as necessary and at least once every three years. There shall be at least 15 contract days between formal evaluation procedures.

C. Formal Evaluation
Each formal evaluation shall be followed within 15 working days by a conference between the employee and the evaluator. A copy of the written evaluation shall be given to the employee and the original shall be initialed by the employee. Initialing of an evaluation does not indicate agreement but only shows awareness of the evaluation by the employee. The employee may file a written statement that shall be attached to the evaluation, indicating disagreement or support of the evaluation.

D. Informal Evaluation
Nothing in this article is to be construed as precluding informal evaluations of employees. Informal evaluations may include documented observations, letters or formal complaints from any of the following persons: parents of children receiving agency services, teachers, principals, superintendents, peers, team members, supervisors, coordinators, and others working with the employee. Informal evaluations shall identify the source of the information provided to the evaluator. Communications authored by an agency evaluator summarizing a conversation between the evaluator and a local school district employee shall be initialed by the school district employee verifying accuracy.

Any information from such informal evaluations shall be made known, in writing, to the employee before being placed in the employee's file. The employee may file a written statement that shall be attached to the evaluation indicating disagreement or support of the evaluation.

E. Notification of Formal Complaint
Formal complaint shall be defined as a written statement signed by the complainant. When an agency supervisor receives a formal complaint regarding an employee, and the supervisor intends to place it in the employee's personnel file, the supervisor shall notify the employee as soon as possible and provide him/her with a copy.

F. Personnel Files
Each employee shall have the right to review all documents contained in his/her personnel file, excluding closed credentials and confidential letters of reference. The personnel file shall contain all documents concerning evaluations. The employer and employee must mutually

agree on the time at which the employee may review the records and an employer representative must be present at that time. No evaluative materials shall be removed from the employee's file without first notifying the employee. When such information is removed from the employee's file it shall be given to the employee.

The employee shall have the right to duplicate any materials contained in his/her personnel file but may not have access to closed credentials and confidential letters of reference. Cost of duplication shall be borne by the employee up to five dollars ($5.00).

The personnel files of an employee may not be inspected without the employee's written consent by persons other than the employer or duly authorized government representative.

A non-probationary employee who has been formally evaluated may grieve the formal evaluation as inaccurate through the grievance procedures set forth in this agreement if the evaluation results in an adverse action or the employee being placed on an employer-directed improvement plan. The timeline for filing a grievance shall commence at the time the employee receives written notification of adverse action or placement on an employer-directed improvement plan.

"Adverse action" shall include suspension without pay or withholding of a step increase.

Article 10: Transfer Procedures

A. Definition

Vacancy: A permanent position which management has decided to fill, and could be one of the following:

1. A new FTE.
2. A resignation, retirement, termination, or transfer

Transfer: A change from one region to another region. If a staff member serves more than one region, a transfer is defined as the change from their current set of regions to another set of regions. A transfer can be either voluntary or involuntary.

Reassignment: A change within a region. If the staff member serves more than one region, a reassignment is defined as the change within their current set of regions. Reassignment does not require a vacancy to occur. A reassignment can be either voluntary or involuntary.

B. Eligibility for Transfer
An employee may exercise transfer rights only after they have served in their region(s) for three years. A staff member may be transferred sooner than three years only if mutually agreed upon by both the employee and the employer.

C. Every contract will specify job title, office location, district assignments and regions(s). New employees may be offered a contract with only a job title until the assignment and geographic location is available.

D. Vacancy Notice
Vacancy notices will be posted on the Agency website, through agency e-mail, the main office and all branch offices as they occur. All vacancies will be posted on Wednesday's and Friday's. From August 1 through March 30, employees will have one calendar week to request a transfer. From April 1 through July 31, employees will have three working days, excluding the day of posting, to request transfer.

E. Reassignment
Heartland AEA will consider an employee's request for reassignment. An employee, who desires a reassignment within a region, or assigned regions, shall file a written request with their Partnership Director by February 1 of each year. Partnership Directors will keep reassignment requests on file for one year and consider them when making reassignments within the region. Reassignments are within the discretion of management.

The Partnership Director shall acknowledge, in writing and dated, receipt of the employee's request for a reassignment. When an employee's request for reassignment is denied, the employee shall be informed of the reasons for denial in writing within six working days of the final decision.

F. Transfer
All current employees may request a transfer. Reassignment requests will be reviewed first. The employer may approve the reassignment request or post the position for transfer requests. A current employee, within the same job title, or a job title for which the employee is qualified, requesting a transfer shall be given preference over new applicants if the employee possesses the necessary experience, job skills and abilities as determined by the sole, exclusive, and final judgment of the employer. In the event more than one employee applies for the same position, the employee with the greatest seniority shall be awarded the position except where job skills, experience and abilities do not meet the needs as determined by the employer, in which case an

employee with fewer years of seniority may be selected.

Vacancies occurring after September 1 may be filled as determined by the Chief Administrator or designee. Those positions will be considered temporary. On January 1, in the following calendar year, those positions will be open for reassignment or posted for transfers to begin on or after July 1. If there are no reassignment or transfer requests the employee hired to fill the position may be retained as permanent.

The Partnership Director shall acknowledge, in writing and dated, receipt of an employee's request for a transfer. When an employee has requested a transfer and such request is not granted, the employee shall be given the reasons for denial in writing within six working days of the final decision.

G. Involuntary Transfer
Where applicable the continuing contract of a returning employee shall state the regions the employee shall perform services. If an employee is involuntarily transferred from one region to another, the employer shall reimburse receipted moving expenses up to, but not to exceed, $500. If an employee is involuntarily transferred from one region to another, the employer shall also pay additional mileage costs through June 30 of the year in which the transfer begins, until the employee moves, or the duration of the assignment, whichever is shorter. At the conclusion of the conference concerning an involuntary transfer, the employee shall be given the reasons for the transfer in writing.

Article 11: Seniority

A. "Seniority" shall mean experience accrued while the employee is employed by Heartland Area Education Agency 11 from the most recent date of hire. In seniority disputes between employees, the date of signing the original current contract shall determine who has the greatest seniority.

B. Method of Calculation
Days counted for seniority shall be calculated in units of one-half day. Each half-day unit shall count as 0.005 points of seniority. Beginning 2000-2001 a maximum of 1.91 points of seniority may be gained per year for 191 full-time days of contract and 1.92 points for 2001-2002 and thereafter for 192 full-time days. Addendum days do not count toward seniority. Years of seniority may be calculated by dividing the total number of points of seniority by 1.91.

All days of leave granted by the employer shall be included when

calculating seniority, except extended leaves of absence. Also counted towards seniority shall be any half-day units used by an employee to attend bargaining and/or grievance mediation, fact-finding, or arbitration procedures where such procedures take place during a regular work day.

Such method of calculation shall be standard for all members of the bargaining unit.

C. Exception
Those persons employed in a local education agency or by a county or joint-county board of education that is now a part of Area 11 shall be granted prior service seniority. The following factors must be fulfilled to meet the seniority provisions:

1. a maximum of 190 full-time days of employment equal 1.90 points of seniority as pro-rated for less than 190 days;
2. prior employment must have been in a licensed position;
3. maximum of 10 years prior seniority.

Persons employed by Heartland Area Education Agency 11 after the formation of Heartland Area Education Agency 11 may only accrue seniority from the date of their individual employment with said agency.

The employee's placement on the salary schedule in no way affects his/her seniority.

D. Seniority shall not accrue while an individual is involved in an extended leave of absence, but seniority previously gained shall not be lost.

E. Termination
An employee's resignation or termination for any reason other than staff reduction shall automatically cancel all seniority accrued while employed by Heartland Area Education Agency 11. When an employee is terminated due to staff reduction, seniority shall be maintained at the level at which it was at the time of termination for as long as recall provisions remain in effect for the individual employee. Where two or more employees of numerically equal points of seniority are being considered for staff reduction, the date of signing the original contract shall determine who has the greatest seniority.

F. The employer shall provide to the president of the association a current master list showing each person's seniority ranking no later than the first working day of October of each contract year.

Article 12: Staff Reduction Procedure

A. Reduction in Staff
The employer for any reason may determine that it is necessary to have a reduction in staff. In the event that attrition shall not eliminate the

necessity to have a reduction in staff, the employer shall determine which employees are to be retained using the layoff units provided in Appendix A. The employer may choose any layoff unit. After selection of the layoff unit(s) to be affected, reduction will occur by using the following criteria in order of priority:

1. Program delivery to AEA 11 districts and for the needs of AEA 11.

2. Employees considered "probationary" as determined by the board policy or employee's individual contract.

3. Employees on an emergency certification.

4. Job performances will be reviewed in the last five years of service. Employees receiving evaluation necessitating a level 3 or 4.

5. If factors 1, 2, 3 and 4 do not apply, or if there is a choice that needs to be made between two or more similarly situated, those with the least amount of seniority will be reduced first.

B. Recall Rights

A laid-off employee shall advise the employer in writing of their interest in recall. Employees may exercise recall rights to the classification from which laid off and to other classifications held within the last five years of employment at Heartland AEA 11. Those rights continue for up to two years following the date of layoff. Recall will occur if all of the following conditions are met:

1. When the employer decides to fill the vacant position.

2. If the employer believes the employee on recall will reasonably meet the needs of the district.

3. The recall will be in inverse order of layoff.

Employees may be recalled to either a full- or part-time position. If the employee declines the recall, the employee will be removed from the recall list unless the employee was recalled to a part-time position and previously held a full-time position or vice versa. Under those circumstances , the employee will be placed at the end of the recall list. Upon receiving notice of a recall decline, the next person on the recall list will be offered the position.

Employees on recall are responsible for maintaining their current address or notifying the employer in writing of an address change. Failure to respond in writing within seven calendar days of the date on the recall notice shall terminate an employee's recall rights. Employees recalled to

employment will have accumulated sick leave, seniority and pay at the proper step and classification restored. Seniority, experience credit, and fringe benefits shall not accrue during layoff.

C. The employer shall provide the association not later than August 1 of each year with a list of laid-off employees with recall rights.

Article 13: Sick Leave

Regular full-time employees shall be granted leaves of absence for personal illness or injury with pay for 18 working days each contract year as of the first official day of said contract year. If an employee is unable to report for duty on the first day of the new contract, and has no accumulated sick leave on which to draw, compensation for sick leave shall not be allowed under the new contract until the employee does report, whereupon the sick leave shall be retroactive. Unused sick leave days shall be accumulated from year to year with a maximum of 110 days. Once the 110-day maximum is reached, employees may use the 18 days from the current year allotment prior to using days from the accumulated 110 days. Use of personal illness leave shall be in units of not less than one hour. Seven and one-half hours is the equivalent of one working day.

The employer may require such reasonable evidence as it deems necessary confirming the necessity for such personal illness absence. The employee shall submit medical evidence whenever absent five or more consecutive working days, and any expense involved in securing such medical evidence shall be the responsibility of the employee.

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than the first working day in September of each contract year.

Regular full-time, 10-month employees are subject to the provisions of this article, with the stipulation that regular part-time 10-month employees shall engage in these practices at a ratio proportionate to the employee's 10-month condition of employment. All employees other than regular full-time 10-or 12-month shall receive sick leave according to statute.

Article 14: Temporary Leaves of Absence

Regular full-time employees shall be entitled to the following leaves of absence. Regular part-time employees are subject to the provisions of this article with the stipulation that the employees shall engage in these practices at a ratio proportionate to the employee's part-time condition of employment.

A. Other Paid Leave

During each service year, all full-time regular 10- and 12-month staff will be eligible to receive three days of Other Paid Leave. Part-time staff will receive a pro-rated amount of OPL based upon the number of hours worked in a fiscal year. Use of these days shall be in units of not less than one-half hour. The employee shall provide five days advance notice of an OPL request to their Partnership Director/supervisor when possible. In any case, the employee must notify the Partnership Director/

supervisor or secretary before the scheduled reporting time or it shall result in unpaid leave.

Heartland puts great trust in the professionalism of staff and does not require a reason for OPL leave.

In addition, staff may use up to three days of their personal sick leave for building/office closing or illness in the immediate family which is defined as the employee's spouse, child, stepchild, parents, stepparents, siblings, grandchildren, grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, father-in-law, mother-in-law, members of the employee's immediate household and cohabitating domestic partners.

B. Required Attendance at Trials, Hearings, and Depositions
Employees are normally granted leave with pay to serve on juries or respond to subpoenas when approved by the Chief Administrator or designee. Since the fees paid by the court for jury duty (except mileage) are taxable income to the employee, Heartland shall reduce the employee's regular pay correspondingly to avoid double taxation. The Chief Administrator or designee and Assistant Director of Human Resources should be informed three days in advance of anticipated absence. A copy of any and all checks received from the court must be submitted with the completed absence form. Employees are required to return to their regular assignment when not on court duty. Form AEA-1041-87r should be used to report the absence.

C. Bereavement Leave

1. Regular full-time employees shall be granted up to five working days of leave for each death in the immediate family, non-cumulative, per year. Such leave shall be granted as may be necessary in the opinion of the chief administrator or designee for attendance at the funeral and for any other purposes directly arising out of the said death. This leave shall include cohabiting, domestic partners.

2. Immediate family shall be limited to the employee's spouse, child, step-child, parents, step-parents, siblings, granchildren, grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, father-in-law, mother-in-law, members of the employee's immediate househould and cohabitating domestic partners.

3. In the case of the death of any other relative or person of close personal relationship, or a Heartland employee, Heartland employee's spouse, parent, or child, up to one working day of absence may be granted for attendance at the funeral. The leave may not be split and taken over two or more work days. OPL is

available for extenuating circumstances.

D. Other temporary leaves of absence without pay may be granted, when requested in writing, by the chief administrator. However, for Family Medical Leave Act purposes, federal law requires the agency to grant up to 12 weeks of leave per year to employees who have been employed at least 12 months and who have worked at least 1,250 hours during the preceding 12 months for the purpose of the employee's personal serious health condition, caring for the employee's newly born child, caring for a child placed for adoption or placement of a foster child, or caring for the employee's parent, spouse, or child with a serious health condition.

   Employees may request leave under the Family Medical Leave Act for up to 12 weeks per year. "Year" shall be defined as a rolling year, measured forward from the first day leave is used.

   Eligible employees shall first utilize any paid leave otherwise applicable and available in the agency, which paid leave shall count against the 12 weeks; any leave in excess of available paid leave shall be unpaid.

   Regardless of any other provisions in this agreement, the agency shall continue the agency's contribution towards insurance on behalf of the employee for up to 12 weeks as if the employee were still at work. If the employee has more than 12 weeks of paid leave available, the agency shall continue the agency's contribution until the paid leave is exhausted. The employee shall remit the employee's contribution towards insurance by the date the agency makes payment to the insurance carrier or within 30 days thereafter. Failure to make contributions when due may result in the employee losing coverage during the period of leave. If the employee does not return to work at the end of the leave, except for reasons specified in the Act, the employee shall be required to reimburse the agency for the contributions made by the agency while the employee was on unpaid leave.

E. Association Leave
   Up to nine days shall be available for representatives of the association to attend conferences and conventions of local, state, and national affiliated organization. The days shall be exchange days, or the association shall pay one-half of the salaries of the employees involved or the cost of substitutes.

F. Professional Leave
   At least 20 percent of the members of each position listed in Article 2: Recognition shall be granted professional leave during the term of the agreement. If the attendance of an employee is required or is directed by the employer such leave shall not be counted as professional leave. An employee may request on forms provided by the employer up to five days of professional leave in one contract year. Such request must be submitted at least 10 days prior to the first day of anticipated absence.

The decision on approval or disapproval of such request shall be the prerogative of the employer.

Professional leave may include but not be limited to the following:

1. visitation to view other instructional techniques or programs;

2. conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions;

Reimbursement for actual expenses including registration fees; mileage or other travel expenses; and meals and lodging shall be made by the employer. Appropriate receipts must accompany the request for reimbursement.

G. Parental Leave

Up to five days of parental leave is available to a regular full-time 10 or 12 month eligible employees for an adoption or pregnancy. Leave for an adoption may be used for the adoption process or immediately after the child is brought home. Parental leave must be taken at the birth or immediately following the birth. This leave is non-cumulative. The employee is also eligible for FMLA.

Article 15: Extended Leaves of Absence

Employees may request extended leaves of absence without pay for a period of time not to exceed the end of the current contract year and/or subsequent year. The request for leave shall be filed, in writing, with the chief administrator. The application shall be reviewed and submitted to the employer for its decision.

If the extended leave is granted for a contract year, the employer will treat the absence created by the leave as a vacancy, and it will be posted for transfer according to Article 10. If the leave will be for less than a contract year and it is granted beginning after September 1, the position will be filled as temporary. When the leave is less than a contract year, upon return from extended leave the employee will be returned to the same or similar position within the region.

Upon return from an extended leave of a contract year, the employee shall be returned to the same job classification within the agency. The employee may request part-time status, but the decision to grant the request rests with the supervisor.

When on extended leave, the employee shall not lose accrued benefits, but there shall be no added accumulation of sick leave or other benefits.

Article 16: Insurance

The agency will honor the decision of the insurance committee as is past practice. The agency considers the following data in making a determination: data on the use of benefits, data collected in the employee survey, and availability of new products.

A. The employer shall provide a double indemnity term insurance program for each regular, full-time employee. The value of the policy per employee shall be $50,000.

B. Disability Insurance
The employer shall provide long-term disability coverage for each regular, full-time employee. Coverage for income protection shall start after 60 calendar days or expiration of the employee's sick leave benefits, whichever last occurs, and be at 66 2/3 percent of the employee's salary to a maximum payment of $5555 per month to age 65 for illness or injury.

C. Health Insurance
The employer provided program for regular, full-time employees would run in conjunction with the employees' contract. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

Single Insurance: Employer will offer a choice of two insurance options for the employee with revised benefits. The employer will contribute the cost of a single insurance policy. For the 2007-2008 plan year, consistent with insurance committee recommendations, an employee may elect to choose a less costly insurance plan and will receive a contribution toward employees flex account to be used for unreimbursed medical and administrative fees.

Family: The employer will pay 60% toward the cost of the family plan. The employee may choose to elect either of the two plans offered by the employer.

If AEA 11 employs spouses, those employees may elect to have the employer's contribution toward their single plan combined and used toward purchase of a family plan. In no case, shall the employer pay more than the cost of the family plan.

D. Prescription Drug Insurance
Prescription Drug Coverage: A tiered prescription benefit of $5, $15, $30 based upon the type of drug used. The benefits of the plan are based upon the contract reached between the provider and the employer.

E. Dental Insurance
The employer shall provide for each regular, full-time employee a family coverage dental insurance program. The employer shall pay only the total cost of the single premium for this dental plan.

Article 17: Service Year

A. "Service year" shall mean the employee's working days as approved by the Chief Administrator or designee. Each employee shall receive an individual service year notification with their contract, which specifies the number of workdays, number of months, and start date.

B. New employees may be required to attend an additional two days of orientation, which will be paid on a per diem basis.

C. Employees working additional days over and above the number of days specified in their service year contract shall be paid on a per diem basis.

D. Prior to the start of the service year, each employee shall file a schedule of working days that has the approval of the Chief Administrator or designee. Such schedule shall only be changed with prior approval.

Article 18: Compensation

A. Salary of Employees
The basic salary of regular full-time employees covered by this agreement is attached to and a part of this agreement. The basic salary of regular part-time employees covered by this agreement shall be in proportion to the employee's part-time condition of employment.

B. An employee covered by this agreement who is employed beyond the regular contract shall be paid at the rate indicated on the schedule attached to and a part of the agreement.

C. Payment
The salary of all employees covered under this agreement shall be effective during the time specified in Article 23: Duration of this agreement. Payment of salaries under this agreement shall be twice monthly.

D. Reclassification Request
Requests for reclassification under the schedule of this agreement shall be accepted until October 1 of the contract year in force and effect for graduate credit completed prior to September 1 of the contract year in force and effect. Proof of completion of work taken shall be by official transcript only and must be received by the assistant director of human resources on or before October 15 of the contract year in force and effect. Salary increases as a result of such reclassification shall be retroactive to the first day of employee's contract of the contract year in force and effect. Salary schedule placement disputes must be brought to the assistant director of human resources by October 1 of the contract

year in which the dispute arises before grievance procedures may be initiated. Action regarding adjustment on the salary schedule shall be limited to the current contract year.

E. Reclassification Approval
Approval for hours to be counted on the B.A.+15, M.A.+30, and M.A.+45 classifications must be secured from the chief administrator. Only those graduate hours earned after the date of granting of the respective degree shall be counted toward placement on the next classification. Only graduate hours, or courses for which graduate credit was approved by the granting institution, shall be considered for approval on reclassification, but courses approved by the Iowa Department of Education may be used for license renewal or updating. The M.A.+45 classification shall include the specialist degree. The M.A.+30 classification shall include two-year Master of Social Work degrees.

F. Staff Development Credit
The employer shall recognize state approved staff development credits for advancement on the salary schedule. Employees must receive approval for courses from the Chief Administrator or designee prior to enrolling in a class if they intend to use the credit to advance on the salary schedule and the course must be directly related to their job assignment. The Course Approval Form shall be used for this request. If approval is denied, the employee may appeal the decision to the Administrative Cabinet.

The cabinet shall consider the request within 10 working days and the assistant director of human resources shall advise the employee of the results immediately thereafter. Courses approved and successfully completed by employees may be applied toward advancement on the schedule only once. Staff development credit shall be limited to seven hours on each of the following lanes: B.A.+15, M.A.+30, and M.A.+45. The employees shall be responsible for their registration fees if the courses are to be applied toward salary advancement. Courses may not be taken during the working day if the employee is paid during that time.

G. Salary Schedule Payment

- Each member of the bargaining unit shall be placed on the salary schedule according to training and experience. The determination of placement shall be the sole and exclusive prerogative of the employer, but such determination and placement may include among other things, outside, full-time teaching or paid, full-time clinical experi ence and military or alternative civilian service required by the

AEA 11 Salary Schedule (Schedule A) 2007-2008

192 days	B.A.	B.A.+15	M.A.	M.A.+30	M.A.+45	Doctorate
3	34,157.84	35,663.54	37,565.39	39,572.26	40,575.70	41,580.21
with benefits*	*44,000.96*	*45,726.11*	*47,905.14*	*50,204.50*	*51,354.19*	*52,505.10*
4	35,121.22	36,626.92	38,528.78	40,535.65	41,539.07	42,543.60
	45,104.75	*46,829.90*	*49,008.94*	*51,308.30*	*52,457.97*	*53,608.90*
5	36,084.61	37,590.30	39,492.16	41,499.03	42,502.46	43,506.98
	46,208.55	*47,933.68*	*50,112.73*	*52,412.09*	*53,561.76*	*54,712.69*
6	37,047.99	38,553.69	40,455.54	42,462.41	43,465.84	44,470.36
	47,312.34	*49,037.48*	*51,216.52*	*53,515.88*	*54,665.55*	*55,816.48*
7	38,011.37	39,517.06	41,418.93	43,425.80	44,429.22	45,433.74
	48,416.12	*50,141.26*	*52,320.32*	*54,619.68*	*55,769.34*	*56,920.26*
8	38,974.75	40,480.44	42,382.31	44,389.18	45,392.60	46,397.13
	49,519.91	*51,245.05*	*53,424.10*	*55,723.46*	*56,873.13*	*58,024.06*
9	39,938.14	41,443.82	43,345.69	45,352.56	46,355.99	47,360.51
	50,623.71	*52,348.83*	*54,527.89*	*56,827.25*	*57,976.93*	*59,127.85*
10	40,901.52	42,407.21	44,309.07	46,315.94	47,319.37	48,323.89
	51,727.50	*53,452.63*	*55,631.68*	*57,931.04*	*59,080.71*	*60,231.64*
11	41,864.90	43,370.59	45,272.46	47,279.33	48,282.75	49,287.27
	52,831.28	*54,556.42*	*56,735.48*	*59,034.84*	*60,184.50*	*61,335.42*
12	42,828.30	44,333.97	46,235.84	48,242.71	49,246.14	50,250.65
	53,935.09	*55,660.21*	*57,839.26*	*60,138.63*	*61,288.30*	*62,439.21*
13	44,112.87	45,634.14	47,318.29	49,325.16	50,328.59	51,333.11
	55,406.88	*57,149.87*	*59,079.48*	*61,378.84*	*62,528.51*	*63,679.43*
14	45,397.45	46,934.30	48,400.74	50,407.60	51,411.04	52,415.55
	56,878.68	*58,639.52*	*60,319.69*	*62,619.04*	*63,768.72*	*64,919.63*
15			49,483.19	51,490.06	52,493.48	53,498.00
			61,559.90	*63,859.26*	*65,008.92*	*66,159.85*
16			50,565.64	52,572.51	53,575.94	54,580.46
			62,800.11	*65,099.47*	*66,249.15*	*67,400.07*
17			51,648.10	53,654.96	54,658.40	55,662.91
			64,040.33	*66,339.68*	*67,489.37*	*68,640.28*
18			52,730.55	54,737.42	55,740.85	56,745.36
			65,280.54	*67,579.90*	*68,729.58*	*69,880.49*
19			53,813.00	55,819.86	56,823.30	57,827.81
			66,520.76	*68,820.10*	*69,969.79*	*71,120.70*
20			54,895.44	56,902.32	57,905.75	58,910.26
			67,760.96	*70,060.33*	*71,210.00*	*72,360.91*
21			55,978.39	57,984.77	58,988.19	59,992.72
			69,001.74	*71,300.54*	*72,450.20*	*73,601.14*
22			57,061.34	59,067.22	60,070.65	61,075.18
			70,242.52	*72,540.75*	*73,690.42*	*74,841.36*
23				60,149.67	61,153.11	62,157.63
				73,780.96	*74,930.65*	*76,081.57*

*"With benefits" includes agency costs for FICA, IPERS, single medical PPO, prescription, dental, life insurance, disability and workers' compensation.

AEA 11 Salary Schedule Continued

•Employees with less than three years experience shall be placed at Step 3.
•All addendums that are for similar work, as determined by the Deputy Chief Administrator or his designees, will be paid at one one hundred ninety secondth (1/192) of the applicable step and lane for each employee for each day of the current contract.
•Occupational Therapists and Physical therapists hired prior to July 1, 2005shall receive $2,500 in addition to salary received through appropriate lane place ment on the salary schedule.
•Certified Occupational Therapy Assistants and Physical Therapy Assistants shall receive 70% of the appropriate step placement on the B.A. lane.
•Program Assistants will receive 8% above the applicable cell on the schedule

*AGREEMENT FOR THE IMPLEMENTATION OF H.F. 499 PHASE II MONEYS FOR THE 2007-2008 SCHOOL YEAR:

Contingent upon receipt of Phase II moneys from the state, it is hereby agreed that each eligible employee represented by the Heartland Education Association will receive an equal share of those moneys for the 2007-2008 school year. For those employees working less than full-time, the amount will be pro-rated. Payment will be made, the additionalamount included in regular checks, over a 10-month period commencing with the August 31 check and concluding with the June 15 check. Employees terminating employment prior to the end of their contracts shall have their Phase II payoff prorated, based on the payment from the preceding year.

AEA 11 Salary Schedule 2007-2009

• A 5.5 percent total package increase in compensation with benefits for 2007-2008 .
• A 5 percent total package increase in compensation with benefits for 2008-2009.

Selective Service System.

- Program Assistants are entitled to a stipend equal to 8% of their applicable salary schedule base (cell). This Stipend will be outside the package for 2007-08, but included in the package from then on.

Article 19: Mileage Reimbursement

The traveling expenses of employees shall be reimbursed at the following mileage rate: 37 cents per mile beginning July 1, 2007 and 39 cents per mile beginning July 1, 2008.

Article 20: Printing

Copies of this agreement shall be printed at equal cost to the association and the employer after agreement is reached.

Article 21: Savings

In the event that any provision of this agreement shall become void or illegal during the term of this agreement, such provision shall become null and void, but all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

Article 22: Impasse Procedures

A. "Impasse" shall mean the failure of a public employer and public employee organization to reach agreement in the course of negotiations.

B. The impasse resolution procedures set forth in this article have been agreed upon pursuant to Section 19 of the Iowa Public Employment Relations Act.

C. Mediation
If, by 120 days prior to the certified budget submission date, agreement between the parties has not been reached, either party may send notification of impasse to the Public Employment Relations Board (PERBoard). That official notification shall include a list of all items upon which agreement has not been reached and a date when mediation shall begin.

At the time the official notification of impasse is transmitted to the PER Board, a request shall be made to the Federal Mediation and Conciliation Service to designate a mediator. If a mediator from this source is not available within five days after the request is made, either party may request the PERBoard to appoint a mediator. Both parties shall continue bargaining until a mediator is appointed. It shall be the function of the mediator to bring the parties together to effect a settlement of the dispute, but the mediator may not compel the parties to agree. The costs of

mediation shall be shared equally by the parties to the dispute, as called for in Section 7.3(7) of the PERB rules.

D. Arbitration

If an impasse persists 15 days after the mediator has first met with the parties, both parties shall continue to negotiate without the mediator or with the mediator if mutually agreed upon. If no agreement is reached by 60 days prior to the certified budget submission date, either party may give notice to the other of arbitration. Within five days of such notice either party may request a list of seven arbitrators from the Federal Mediation and Conciliation Service. Within three days of the receipt of such list, the parties shall determine by lot which party shall have the right to strike a name from the list first. As a result of three alternate strikes each, the remaining person shall be selected as the arbitrator. Promptly thereafter, the parties shall jointly submit to the designated arbitrator a draft of agreements previously reached and a list of impasse items, and each party shall submit its positions on each impasse item. Prior to the time the package is submitted to the arbitrator, the parties shall exchange final offers on each item. Such exchange shall occur two weeks in advance of the arbitration hearing so that both sides shall have the opportunity to negotiate and discuss the final offers presented to the arbitrator. Neither party may amend the final offer unless agreed to by both parties. Only such specified impasse items shall be heard and considered by the arbitrator. The parties may continue to negotiate during the arbitration proceedings, provided that the arbitrator shall not participate therein.

Within 20 days of the selection of an arbitrator a hearing shall be held by the arbitrator during which the parties shall present evidence relevant to such impasse items unless otherwise agreed by both parties. The arbitrator may examine witnesses and require the attendance of witnesses and the production of documents. The parties shall have the right to submit written briefs and arguments in support of their positions at or before such hearings.

Within 15 days after such hearings, the arbitrator shall issue to the parties his/her written opinion and award with specific findings, conclusions, and explanations thereof. The arbitrator shall determine which of the parties' position on each of the impasse items constitutes the most reasonable final offer. The arbitrator shall then select one of the party's final offer on each item and shall issue an award incorporating that offer without modification. An item for arbitration shall be defined as those items requiring bargaining in Section 20.9 in the Code of Iowa as defined by Public Employment Relations Board decisions. The arbitrator's opinion shall be final and binding except to the extent his/her authority is limited by Section 17.6 of the Public Employment Relations Act. The arbitrator shall consider past collective bargaining contracts between the parties; the items previously agreed upon by the parties, including the costs thereof; a comparison of wages, hours, and conditions of employment of the employees involved with those of other area education agencies doing comparable work; the

ability of the employer to finance economic adjustments and the effect of such adjustments on the normal standard of service; and the rights and responsibilities of the employer under Section 7 of the Iowa Public Employment Relations Act and under any relevant statutes, and rules or regulations, or judicial decisions.

The costs of arbitration shall be shared equally by the parties to the dispute except that the costs of either party's witnesses and representatives shall be borne by the respective party.

E. The Iowa Public Employment Relations Act and all Public Employment Relations Board rules and regulations apply to this impasse procedure except for those deviations from Section 20-22 of the act that are essential to the implementation of these impasse procedures.

F. It is mutually recognized that these impasse procedures shall be in effect for collective negotiations that occur during all negotiations that occur under the provisions of the Iowa Public Employment Relations Act during the life and duration of this contract.

Article 23: Duration

A. This agreement shall be in force and effect on July 1, 2007 and continue in effect until midnight, June 30, 2009. Open for negotiations for 2008-09-contract year will include Article 16: Insurance and Appendix A: Layoff Units for HEA. Also for the 2008-09-contract year, each party may open an additional bargaining topic or additional topics with mutual agreement.

B. In witness whereof the parties hereto have caused this agreement to be signed by their respective chief negotiators and signatures placed thereon, on the 27th day of March, 2007.

Heartland Area Education Agency 11	Heartland Education Association
/s/ _____	/s/ _____
By: James Stumme	By: John Drinnin
Chief Negotiator	Chief Negotiator

Approved on this day 10th of April , 2007, by Heartland Area Education Agency 11.

By: Dr. Jane Bell
Board President

Appendix A: Layoff Unit for HEA

Layoff unit for purposes of reduction in force is defined by classification and subtitle and divided into full- and part-time categories. Each listed classification represents a seperate layoff unit.

APE Consutlant
Assessment Consultant
ATT/Physical Disabilities Consultant
ATT/Occupational Therapist
ATT/Practitioner
ATT/Speech Pathologist
Audiologist
Autism Resource/Challenging Behavior Specialist
Autism Resource/ECSE Consultant
Autism Resource/Speech Pathologist
Challenging Behavior Specialist Practitioner
Consultant-SC
Curriculum Consultant-Mathematics
Curriculum Consultant-Reading
Curriculum Consutlant-Science
Detention Teacher
Early Access Regional Coordinator
EC Home Integration Teacher
EC Specialist-School Psychologist
EC Specialist-SLP
ECSE Consultant
ECSE Consultant/EC Specialist
ECSE Consultant/HI Teacher
ESL/Diversity Consultant
ICN/RTC Consultant
Instructional Materials Consultant
Instructional Technology Consultant
Instructor/Enrollment Specialist, YAR
Itinerant Teacher-Hearing
Itinerant Teacher-Shelter Care
Itinerant Teacher-Vision
Media Consultant
Nurse
Occupational Therapist
Physical Therapist
Professional Development Consultant
Reading Recovery Teacher Leader
Research & Evaluation Practitioner
School Improvement Consultant
School Improvement Consultant/EC
School Psychologist
Social Worker
Social Worker Agency Liaison School
Special Education Consultant
Speech Pathologist
Speech Pathologist/Trainer/Literacy
Title III Consultant
Trainer
Trainer/School Psychologist
Trainer/Special Ed
Trainer/Special Ed Consultant
Transition Consultant
Transition/Special Ed Consultant