Keystone AEA(AEA #1)	Keystone EA	7/1/2006	6/30/2007

KEYSTONE AEA / EA (AEA #1) 06-07

Keystone

Area Education Agency 1
1400 2nd St NW
Elkader, IA 52043-9564

2006-2007 Agreement

between

Keystone Area Education Agency 1

and

Keystone Education Association

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Article I–Introduction

Keystone Area Education Agency Number One of the State of Iowa, hereinafter referred to as the Employer, and the Keystone Education Association, hereinafter after referred to as the Association, agree as follows.

Article II–Recognition

The Board of Directors of Keystone Area Education Agency Number One, hereinafter referred to as the "Employer", recognizes Keystone Education Association hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for full and/or part-time professional employees, hereinafter referred to as employees and specifically as follows:

INCLUDED: Speech-Language Pathologist, School Audiologist, School Psychologists, School Social Workers, Physical Therapists, Occupational Therapists, Special Education Nurses, Special Education Consultants, Early Childhood Special Education Teacher/Consultants, Itinerant Teachers for Vision Services, Itinerant Teachers for Early Childhood Special Education, Transition Coordinators, Early Access Regional Coordinator, Itinerant Teacher for Deaf and Hard-of-Hearing, Juvenile Home Teacher, Assistive Technology Resource Coordinator, School Improvement Facilitators (Early Childhood/Elementary Education), School Improvement Facilitators (Fine Arts/World Languages/Physical Education), School Improvement Facilitators (Guidance/At Risk/Equity), School Improvement Facilitators (Math/Gifted and Talented), School Improvement Facilitators (Reading/Language Arts), School Improvement Facilitators (Research/Assessment/Evaluation), School Improvement Facilitators (Science), School Improvement Facilitators (Social Studies), School Improvement Facilitators (Teacher Leader Reading Recovery ®), School Improvement Facilitators (Organizational Development), School Improvement Facilitators (Professional Development/Licensure Renewal), School Improvement Facilitators (Vocational Education), School Improvement Facilitators (Success 4), Media Services Consultant/Technology Services Consultants, Technology Services Consultants.

The following AEA personnel are specifically excluded from the bargaining unit and are not represented in any form by the Keystone Education Association:

Administrator, Director of Administrative Services, Board Secretary, Agency Treasurer, Secretary to the Administrator, Division Director of Special Education Services, Assistant Division Director of Special Education, Coordinator for Special Education Services (Dubuque), Sector Coordinators, Assistant Sector Coordinators, Division Director of Instructional Services, Director of Curriculum Services, Director of Media/Technology Services, Coordinator for Instructional Materials Services, Coordinator of Technology Services, Business Manager, Administration Secretary, Division Secretary to the Division Director of Special Education Services, Division Secretary to the Division Director of Instructional Services, Secretary Is, Financial Clerks, Chief of Maintenance and Custodial Services, Librarian, Media Delivery Manager, Production Manager, Computer System Manager, Computer Programmer, Equipment Loan and Repair Coordinator, Testing Services Coordinator, Microfilming Coordinator, Director of Marketing, Energy Conservation Consultant, Parent Coordinator, Parent Outreach Worker, School Management Consultant, Custodians employed by LEA's cleaning field offices under service contracts with Keystone AEA, and all other persons excluded by Section 20.4, Code of Iowa, all full and/or part-time employees, including but not limited to those specifically included and defined as "employees" in certain agreements between Keystone Area Education Agency Number One and Keystone Education Support Staff Association (ISEA), and all other employees of the Employer not specifically included in the unit herein.

DEFINITIONS OF TERMS – When used in this Agreement, the following terms shall mean:

1. **Employer**

The term "Employer", as used in this Agreement, shall mean the Keystone Area Education Agency Number One Board of Education or any of its duly authorized representatives.

2. **Professional Employee**

The term "Employee", as used in this Agreement, shall mean full and/or part-time professional employees as specifically stated in the Public Employment Relations Board's Unit Determination dated at Des Moines September 5, 1975.

3. **Association**

The term "Association", as used in this Agreement, shall mean the Keystone Education Association or any of its duly authorized representatives or agents.

4. One FTE is defined as 190 days or more.

Article III–Grievance Procedure

Section 1.

A grievance shall mean that there is an issue concerning the interpretation or application of provisions of this Agreement or compliance therewith; provided that it shall not be deemed to apply to any order, action or directive of the Agency which pertains to its rights under Section 7 of the Public Employment Relations Act or any other applicable statute. The term grievant shall mean the employee making the claim or where applicable the Association making a claim on behalf of one or more employees.

The Association shall have the right to represent all grievants at all stages of the grievance procedure set forth herein except for procedures provided for in Section 3 (a) of this Article and when an employee meets and adjusts his complaint under Section 17.

Section 2.

(a.) Every employee and the Association covered by this Agreement shall have the right to present grievances in accordance with these procedures.

(b.) The failure of an employee, or the Association, to initiate or appeal a grievance to the next level within the prescribed time limits shall act as a bar to any further appeal. An Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. All time limits consist of work days, except in the event that a grievance is filed at such time that it cannot be processed to resolution by the end of the employee's work year. The time limits shall be modified so that, if at all possible, resolution can be reached by the end of the employee's work year or within thirty (30) calendar days thereafter. Work days for the purposes of the grievance procedure shall mean those consecutive contract days of employment of each individual employee. The time limits, however, may be extended by mutual agreement.

(c.) No investigation or other handling or proceeding of any grievance by the grievant and/or Association representative(s) shall be conducted during the hours of any contract day the grievant and/or said representative would ordinarily be performing work or services for the Employer.

Section 3.

Step 1. An employee with a potential grievance may discuss and resolve it with the employee's immediate supervisor. The employee may request an Association representative to be present. If the Association is present, the immediate supervisor may request the Administrative Assistant to be present.

Step 2. If the grievance cannot be resolved informally, the grievant shall file the grievance in writing in the form of Grievance Report Form "A," with the employee's immediate supervisor. Grievance Report Form "A" is attached hereto or can be obtained from the employee's supervisor or an Association representative. Such filing must be within fifteen (15) work days from the date of the occurrence of the event giving rise to the grievance or within fifteen (15) work days of the time the grievant, in the exercise of due care, should have reasonably discovered the occurrence of the event giving rise to the grievance. The written grievance shall contain a clear, concise statement of the alleged grievance, including the facts upon which the grievance is based, the issues involved, the provision or provisions of the Agreement involved and the relief sought. The grievant and/or Association representative and the immediate supervisor shall then meet at a mutually agreeable time to discuss the written grievance. The immediate supervisor shall make a decision on the grievance no later than ten (10) work days after the filing of the grievance. Written communication shall be

sent to the grievant and/or Association representative no later than ten (10) work days after the filing of the grievance. The grievant and/or Association shall acknowledge receipt of a copy of the written decision of the immediate supervisor on the Grievance Report Form by the grievant's signature.

Step 3. In the event the grievance has not been satisfactorily resolved at the second step, the grievance shall proceed to step 3. The grievant and/or Association shall file a copy of the grievance with the Administrator or his/her designee within five (5) work days of the receipt of the immediate supervisors written decision. Within ten (10) work days after such written grievance is filed, the grievant and/or Association representative and the Administrator or his/her designee shall meet to attempt to resolve the grievance. If the grievance is not satisfactorily resolved by such meeting, the Administrator or his/her designee shall make a decision on the grievance and communicate it in writing to the grievant and/or Association representative within ten (10) work days of the third step grievance meeting. The grievant and/or Association representative shall acknowledge receipt of a copy of the written decision of the Administrator or his/her designee on the Grievance Report Form by the appropriate signature.

Step 4. If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of binding arbitration. A written request for binding arbitration may be submitted to the Administrator/designee from the Association on behalf of the Association and grievant. The written request shall be filed with the Administrator/designee within thirty (30) calendar days of the receipt of the Administrator's decision of Step 3.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) work days after said request is made. If the Association and the Employer fail to reach agreement on an arbitrator within seven (7) work days, they shall jointly request American Arbitration Association to provide a panel of seven (7) arbitrators.

Each of the two parties will alternately strike one name at a time from the panel until only one name shall remain. The party to exercise the first strike shall be determined by the flip of a coin. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties. The arbitrator's fees and expenses shall be borne equally be the Employer and the Association. Any other cost or expense or arbitration of a grievance shall be borne by the party incurring same.

In lieu of the above procedure for requesting a panel of arbitrators from the American Arbitration Association, the Association and the Employer may, upon mutual agreement, jointly request a panel of seven (7) arbitrators from the Iowa Public Employment Relations Board and shall then follow the procedures set forth herein for selection of an arbitrator from such list.

The arbitrator, in his/her opinion, shall not amend, nullify, ignore, or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Employer and the Association, including arbitrability. The arbitrator's decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of this Agreement.

Section 4.

If the Association or any employee files any claim or complaint in any form other than under the grievance procedures of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

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Grievance Report Form "A"

Date Filed:_____ Distribution of Form:

Name of Grievant:_____

1. Association President _____
2. Grievant _____
3. Grievant's Immediate Supervisor _____
4. Administrator of A.E.A. 1 or his Designee _____

A. Date alleged violation, misinterpretation or misapplication occurred:

_____

B. Section(s) of Agreement alleged to have been violated, misinterpreted or misapplicated:

_____

_____

C. State of Grievance: _____

_____

_____

D. Relief Sought: _____

_____

_____

_____

_____
(Signature of Grievant)

Disposition by Immediate Supervisor at Step II: _____

_____

_____

Date: _____

_____
(Signature of Immediate Supervisor)

I, the Grievant, received a copy of the decision of the Immediate Supervisor at Step II of the grievance procedures this _____ day of _____, 20 _____.

_____
(Signature of Grievant)

Disposition by the Administrator of A.E.A. 1 or his Designee at Step III

_____

_____

_____

Date: _____

_____
(Signature of Administrator or Designee)

I, the Grievant, received a copy of the decision of the Administrator or his Designee at Step III of the grievance procedures this _____ day of _____, 20 _____.

_____
(Signature of Grievant)

Article IV–Dues Check Off

Members of the Association shall have the right to request in writing and be allowed Association dues check off at the time specified hereinafter. Any member may terminate the dues check off by giving thirty (30) days written notice to the Employer. In the event an employee terminates the dues check off during the term of this Agreement, such employee may not reauthorize dues check off during the term of this Agreement.

It shall be the responsibility of the Association to inform its members of the procedures for payroll deduction of employee Association dues. Upon receipt within the time period specified hereinafter of a properly executed authorization card provided by the Employer to the employee, on the form attached hereto as Form "B", the employer will deduct Association dues. The Employer will deduct only Association dues, but not any initiation fees, special assessments, back dues, fines or similar items, from the employee's paycheck. An authorization card for dues deduction must be submitted to the Employer's Business Manager prior to the monthly payroll cut-off date. Failure to timely file written notice to terminate dues deduction prior to the payroll cut-off date will result in deductions or termination requests being made the following month.

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all Administrators against any claims, costs suits, or other forms of liability and all costs, including court costs and attorney fees, arising out of the application of the provisions in this Agreement for dues deductions.

The Employer shall have thirty (30) days from the date of employee dues deduction to remit same to the Association.

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Form "B"
Dues Application Authorization Form

Authorization for Payroll Deduction for Education Association

Name: _____
(First) (Initial) (Last)

I hereby request and authorize the Board of Education of _____

_____

as my remitting agent, to deduct from my earnings semi-monthly until this authorization is revoked as provided herein, the amount of $ _____, which amount is to be remitted on my behalf to the Treasurer of_____

_____

(Name of Local Association)

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from the date hereof, unless revoked in writing by a thirty (30) day notice to my Employer and to said organization.

Date: _____ _____
(Signature)

Article V–2006-2007 Salary Schedule
Keystone Area Education Agency

Base Salary: $19,650

Step	Years Experience	BA	BA+20	OT/PT MA	MA+15	MSW MA-2 MA+30	Ed. S. Spec. MA+45	Doctorate
0	0	1.32	1.42	1.60	1.65	1.70	1.73	1.76
1	1	1.36	1.46	1.65	1.70	1.75	1.78	1.81
2	2	1.40	1.50	1.70	1.75	1.80	1.83	1.86
3	3	1.44	1.54	1.75	1.80	1.85	1.88	1.91
4	4	1.48	1.58	1.80	1.85	1.90	1.93	1.96
5	5-7	1.52	1.62	1.85	1.90	1.95	1.98	2.01
6	8	1.56	1.66	1.90	1.95	2.00	2.03	2.06
7	9	1.60	1.70	1.95	2.00	2.05	2.08	2.11
8	10-15	1.64	1.74	2.00	2.05	2.10	2.13	2.16
9	16	1.68	1.78	2.05	2.10	2.15	2.18	2.21
10	17	1.72	1.82	2.10	2.15	2.20	2.23	2.26
11	18	1.76	1.86	2.15	2.20	2.25	2.28	2.31
12	19	1.80	1.90	2.20	2.25	2.30	2.33	2.36
13	20	1.84	1.94	2.25	2.30	2.35	2.38	2.41
14	21	1.88	1.98	2.30	2.35	2.40	2.43	2.46
15	22	1.92	2.02	2.35	2.40	2.45	2.48	2.51
16	23	1.96	2.06	2.40	2.45	2.50	2.53	2.56
17	24	2.00	2.10	2.45	2.50	2.55	2.58	2.61
18	25	2.04	2.14	2.50	2.55	2.60	2.63	2.66
19	26	2.08	2.18	2.55	2.60	2.65	2.68	2.71
20	27	2.12	2.22	2.60	2.65	2.70	2.73	2.76
21	28	2.16	2.26	2.65	2.70	2.75	2.78	2.81
22	29	2.20	2.30	2.70	2.75	2.80	2.83	2.86
23	30	2.24	2.34	2.75	2.80	2.85	2.88	2.91
24	31	2.28	2.38	2.80	2.85	2.90	2.93	2.96

1. Base salary shall be a generator base on the schedule, and all index computations as determined in paragraph (2) herein, shall be directly related to the base salary.

2. Salaries, as established by the above schedule, shall be for 190 days of service, and a salary shall be adjusted by 1/190th of the scheduled salary for each day that a contractual term deviates from 190 days of service.

3. In addition to the salary generated by the base salary multiplied by the employee's index, divided by 190 and multiplied by the employee's actual contracted term, an amount of $10,504.00 multiplied by the employee's FTE minus $3,316.20 shall be provided.

4. Eligibility for experience increments (vertical steps) shall be determined as follows:

   a. Experience for new employees, hired during the term of this Agreement, shall be allowed on a year basis. Employees under contract with the Employer during the 1976-77 Agreement, will not be considered new employees at any time.

      (1) General education experience related to an employee's Agency function as determined solely by the Agency shall be allowed on a year-for-year basis for new employees.

      (2) Military experience shall be allowed on a year-for-year basis to a maximum of two (2) years.

      (3) Experience in a position related to an individual's functions within the Agency may be allowed at the discretion of the Agency.

   b. Experience as a part-time employee shall be allowable as a fractional equivalent of full-time employment, as determined by the Agency.

   c. If an individual's total experience includes a fractional part of a year, such fractional part shall be allowed as a full year of experience if equivalent to 41/2 months (90) days or more of service; less than 41/2 months (90) days of service shall not be considered in the determination of experience increments.

   d. An employee may not advance vertically on the above salary schedule if said employee is on administrative probation. The above provision to hold employees, who are on administrative probation, on step shall not be utilized by the Agency as a method solely to reduce budgetary expenditures. Upon removal of administrative probation status, an employee shall advance to the salary schedule step that said employee would have achieved if administrative probation status had not been assigned.

   e. Employee who have one (1) year of experience through seven (7) years of experience at the beginning of the 1997-98 contract year shall be placed on step one (1) of the salary schedule. These employees shall advance one (1) step on the salary schedule each year if they provide ninety (90) days of service during the preceding contract year.

5. Eligibility for training increments on the schedule shall be determined as follows:

   a. Training increment shall be allowed on the basis of the highest college degree received at the time the contract offer is issued by the Agency unless otherwise specified within the contractual agreement.

      (1) BA level shall apply to any undergraduate degree granted by a college on the basis of an approved 4-year program of studies.

(2) BA+20 lane shall apply to any person who has a BA degree and has completed 20 semester hours beyond said BA degree subsequent to receiving the approved BA degree.

(3) MA level shall apply to any degree beyond the BA level that has been granted by a college on the basis of an approved program of studies requiring a minimum of thirty (30) semester hours of credit or to any licensed physical therapist or licensed occupational therapist.

(4) 2-year MA level (MA-2), shall apply to any degree beyond the BA level that has been granted by a college on the basis of an approved program of studies requiring a minimum of fifty-two (52) semester hours of credit. MA+30 shall apply to any employee who has an approved MA degree requiring a minimum of thirty (30) semester hours and who has completed thirty (30) additional semester hours subsequent to receiving the approved MA degree or to any licensed physical therapist or occupational therapist who has completed thirty (30) additional semester hours subsequent to receiving their degree as LPT or OT/L.

(5) Specialist level shall apply to any degree beyond the MA level that has been granted by a college on the basis of an approved program of studies requiring a minimum of forty-five (45) semester hours of credit. MA+45 shall apply to any employee who has an approved MA degree requiring a minimum of thirty (30) semester hours and who has completed forty-five (45) additional semester hours subsequent to receiving the approved MA degree. Any employee on the MA-2/MA+30 lane who obtains an additional 15 hours shall advance to the MA+45 Specialist's lane. A licensed physical therapist or occupational therapist who has completed forty-five (45) additional semester hours subsequent to receiving their degree as LPT or OT/L shall also be eligible for this lane.

(6) Doctorate level shall apply to any Doctor of Philosophy or Doctor of Education degree granted by a college on the basis of an approved program of studies.

b. Acceptance of a degree for determining an individual's training increment under 4a may be waived at the discretion of the Agency if the degree is granted by a college with a program that has not been approved for the issuance of an Iowa teaching certificate with the endorsement or approval required for the position or if the degree is not directly related to the individual's functions within the Agency.

c. Training levels based on college credits beyond a degree, as established by the schedule, shall be allowed in accordance with the following:

(1) College credits shall be based on semester hours; quarter-hour credits shall be multiplied by two-thirds (2/3) to determine the allowable credits.

(2) Only those college hours or credits secured following the date of completion of the highest acceptable degree shall be considered in determining an individual's training level on the schedule.

(3) Only those college hours or credits that are determined by the Agency to be directly related to the individual's functions within the Agency shall be considered in determining the individual's training level on the schedule.

6. Eligibility of any individual for training or experience increments on the schedule shall be subject to verification by the Agency and the individual shall be responsible for providing the Agency with such information and records as may be requested by the Agency for verifying the individual's eligibility status.

7. Contract offers shall be based on an individual's experience and training status at the time of issuance by the Agency; the contractual salary shall be amended to the next higher schedule level if evidence of the sufficient credits is submitted by the individual to the Agency on or before October 1. The contractual salary shall be so amended effective as of the beginning of the pay period immediately following the submission of said evidence of additional credits by the individual to the Agency.

8. Days of service for all positions shall be established by the Agency. The scheduled days of service may be modified or adjusted by the Agency, provided that no adjustment in the schedule shall affect holidays and vacation periods under this Agreement.

9. Employees who are assigned to special projects that require a uniform level of responsibility and professional preparation shall be paid the average per diem of all Agency project members excluding the employee with the highest per diem and the employee with the lowest per diem in the calculation of the average.

10. If the Iowa Legislature grants additional funds to enhance professional educator's salaries above and beyond the increases already granted in the controlled funding formula, then the parties shall have the option to re-open the agreement to negotiate the allocation of these funds.

Article V-A–2006-2007 Supplemental Salary Schedule for House File 499, Phase II Funds

Salary BA/0 Level:

Step	Years Experience	BA	BA+20	OT/PT MA	MA+15	MSW MA-2 MA+30	Ed. S. Spec. MA+45	Doctorate
0	0	1.32	1.42	1.60	1.65	1.70	1.73	1.76
1	1	1.36	1.46	1.65	1.70	1.75	1.78	1.81
2	2	1.40	1.50	1.70	1.75	1.80	1.83	1.86
3	3	1.44	1.54	1.75	1.80	1.85	1.88	1.91
4	4	1.48	1.58	1.80	1.85	1.90	1.93	1.96
5	5-7	1.52	1.62	1.85	1.90	1.95	1.98	2.01
6	8	1.56	1.66	1.90	1.95	2.00	2.03	2.06
7	9	1.60	1.70	1.95	2.00	2.05	2.08	2.11
8	10-15	1.64	1.74	2.00	2.05	2.10	2.13	2.16
9	16	1.68	1.78	2.05	2.10	2.15	2.18	2.21
10	17	1.72	1.82	2.10	2.15	2.20	2.23	2.26
11	18	1.76	1.86	2.15	2.20	2.25	2.28	2.31
12	19	1.80	1.90	2.20	2.25	2.30	2.33	2.36
13	20	1.84	1.94	2.25	2.30	2.35	2.38	2.41
14	21	1.88	1.98	2.30	2.35	2.40	2.43	2.46
15	22	1.92	2.02	2.35	2.40	2.45	2.48	2.51
16	23	1.96	2.06	2.40	2.45	2.50	2.53	2.56
17	24	2.00	2.10	2.45	2.50	2.55	2.58	2.61
18	25	2.04	2.14	2.50	2.55	2.60	2.63	2.66
19	26	2.08	2.18	2.55	2.60	2.65	2.68	2.71
20	27	2.12	2.22	2.60	2.65	2.70	2.73	2.76
21	28	2.16	2.26	2.65	2.70	2.75	2.78	2.81
22	29	2.20	2.30	2.70	2.75	2.80	2.83	2.86
23	30	2.24	2.34	2.75	2.80	2.85	2.88	2.91
24	31	2.28	2.38	2.80	2.85	2.90	2.93	2.96

1. Base salary for the supplemental salary schedule for House File 499 Phase II funds shall be determined by the following factors: 1) Available Phase II funds as determined by the Iowa State Legislature and certified by the Department of Education, 2) the total cumulative index for employees placed on the supplemental salary schedule including any vacancies, and 3) the cost of the employer's share of IPERS and FICA. Base salary for the Article V-A salary schedule shall be a generator base, and all index computations herein shall be directly related to the base salary. It is the intention of the Association and the Agency to allow the base salary for the supplemental salary schedule for House File 499 Phase II funds to increase or decrease each fiscal year. The amount of the increase or decrease of the base salary shall be determined by the calculations utilizing the factors outlined above to determine the base salary amount.

2. In the computation of the total cumulative index, vacancies shall be included at the maximum index amount for the position vacancy as determined by the Agency. In the event that a vacancy is not filled prior to the last payment of Phase II funds under the provisions of this article, the funds originally set aside for said vacancy shall be distributed to employees who are employed at the time of the last payment of Phase II funds. The amount of Phase II funds from unfilled vacancies for employees who are employed at the time of the last Phase II payment shall be determined by dividing the amount allocated for the vacancy salary (total vacancy amount minus IPERS and FICA amount) by the total cumulative index of all employees on the salary schedule and multiplying the quotient by each employee's index.

3. In the event that a vacancy is filled for a partial term, the new employee shall receive Phase II funds based on the percentage of full-time equivalence for the position vacancy and on the new employee's placement on the supplemental salary schedule. The portion of Phase II funds which were allocated for the original position vacancy and which are unexpended shall be distributed to employees who are employed at the time of the last Phase II payment. Said distribution shall be accomplished by dividing the amount allocated for the salary of the unfilled portion of the vacancy by the total cumulative index of all employees on the salary schedule, including the employee who filled the vacancy, and multiplying the quotient by each employee's index.

4. In the event an employee covered under the provisions of this article resigns prior to fulfilling contractual obligations, the percentage of full-time equivalence of the vacated position which is not fulfilled by said employee, or which is not filled by a replacement of said employee, shall be distributed to employees who are employed at the time of the last Phase II payment, including any new employee who shall fill a partial portion of the vacated position. Said distribution shall be accomplished by dividing the amount allocated for the salary of the vacated portion of the position by the total cumulative index of all employees on the salary schedule, including any employee's index who shall fill a portion of the vacated position, and multiplying the quotient by each employee's index.

5. Payment of Phase II funds to employees shall be made on a quarterly basis or such other manner as the Agency determines.

6. Salaries determined under this article are completely separate from those determined under Article V of this Agreement. Nothing herein shall be construed to allow the commingling of Phase II funding with the funding for Article V.

7. Salaries, as established by the above supplemental salary schedule, shall be for 190 days of service, and a salary shall be adjusted by 1/190th of the scheduled salary for each day that a contract term deviates from 190 days of service.

8. Salaries established by the above supplemental salary schedule are in addition to and completely separate from salary amounts established by Article V of this Agreement, and are subject to the availability of funds from the Educational Excellence Fund.

9. An employee who shall receive less that $18,000 on the salary schedule of Article V of this Agreement, and who shall receive a supplement under Phase I of House File 499, shall not receive any compensation under the provisions of this article.

10. For the purpose of calculating term life insurance amounts and long-term disability coverage under the provisions of Article VII of this Agreement, salary amounts calculated under Article V-A do not apply.

11. Eligibility for experience increments (vertical steps) shall be determined as follows:

    a. Experience for new employees, hired during the term of this Agreement, shall be allowed on a year basis. Employees under contract with the Employer during the 1976-77 Agreement, will not be considered new employees at any time.

        (1) General education experience related to an employee's Agency function as determined solely by the Agency shall be allowed on a year-for-year basis for new employees.

        (2) Military experience shall be allowed on a year-for-year basis to a maximum of two (2) years.

        (3) Experience in a position related to an individual's functions within the Agency may be allowed at the discretion of the Agency.

    b. Experience as a part-time employee shall be allowable as a fractional equivalent of full-time employment, as determined by the Agency.

    c. If an individual's total experience includes a fractional part of a year, such fractional part shall be allowed as a full year of experience if equivalent to 41/2 months (90) days or more of service; less than 41/2 months (90) days of service shall not be considered in the determination of experience increments.

    d. An employee may not advance vertically on the above salary schedule if said employee is on administrative probation. The above provision to hold employees, who are on administrative probation, on step shall not be utilized by the Agency as a method solely to reduce budgetary expenditures. Upon removal of administrative probation status, an employee shall advance to the salary schedule step that said employee would have achieved if administrative probation status had not been assigned.

    e. Employees who have one (1) year of experience through seven (7) years of experience at the beginning of the 1997-98 contract year shall be placed on step one (1) of the salary schedule. These employees shall advance one (1) step on the salary schedule each year if they provide ninety (90) days of service during the preceding contract year.

12. Eligibility for training increments on the schedule shall be determined as follows:

    a. Training increment shall be allowed on the basis of the highest college degree received at the time the contract offer is issued by the Agency unless otherwise specified within the contractual agreement.

        (1) BA level shall apply to any undergraduate degree granted by a college on the basis of an approved 4-year program of studies.

        (2) BA+20 lane shall apply to any person who has a BA degree and has completed 20 semester hours beyond said BA degree subsequent to receiving the approved BA degree.

(3) MA level shall apply to any degree beyond the BA level that has been granted by a college on the basis of an approved program of studies requiring a minimum of thirty (30) semester hours of credit or to any licensed physical therapist or licensed occupational therapist.

(4) 2-year MA level (MA-2), shall apply to any degree beyond the BA level that has been granted by a college on the basis of an approved program of studies requiring a minimum of fifty-two (52) semester hours of credit. MA+30 shall apply to any employee who has an approved MA degree requiring a minimum of thirty (30) semester hours and who has completed thirty (30) additional semester hours subsequent to receiving the approved MA degree or to any licensed physical therapist or occupational therapist who has completed thirty (30) additional semester hours subsequent to receiving their degree as LPT or OT/L.

(5) Specialist level shall apply to any degree beyond the MA level that has been granted by a college on the basis of an approved program of studies requiring a minimum of forty-five (45) semester hours of credit. MA+45 shall apply to any employee who has an approved MA degree requiring a minimum of thirty (30) semester hours and who has completed forty-five (45) additional semester hours subsequent to receiving the approved MA degree. Any employee on the MA-2/MA+30 lane who obtains an additional 15 hours shall advance to the MA+45 Specialist's lane. A licensed physical therapist or occupational therapist who has completed forty-five (45) additional semester hours subsequent to receiving their degree as LPT or OT/L shall also be eligible for this lane.

(6) Doctorate level shall apply to any Doctor of Philosophy or Doctor of Education degree granted by a college on the basis of an approved program of studies.

b. Acceptance of a degree for determining an individual's training increment under 4a may be waived at the discretion of the Agency if the degree is granted by a college with a program that has not been approved for the issuance of an Iowa teaching certificate with the endorsement or approval required for the position or if the degree is not directly related to the individual's functions within the Agency.

c. Training levels based on college credits beyond a degree, as established by the schedule, shall be allowed in accordance with the following:

(1) College credits shall be based on semester hours; quarter-hour credits shall be multiplied by two-thirds (2/3) to determine the allowable credits.

(2) Only those college hours or credits secured following the date of completion of the highest acceptable degree shall be considered in determining an individual's training level on the schedule.

(3) Only those college hours or credits that are determined by the Agency to be directly related to the individual's functions within the Agency shall be considered in determining the individual's training level on the schedule.

13. Eligibility of any individual for training or experience increments on the schedule shall be subject to verification by the Agency and the individual shall be responsible for providing the Agency with such information and records as may be requested by the Agency for verifying the individual's eligibility status.

14. Contract offers shall be based on an individual's experience and training status at the time of issuance by the Agency; the contractual salary shall be amended to the next higher schedule level if evidence of the sufficient credits is submitted by the individual to the Agency on or before October 1. The contractual salary shall be so amended effective as of the beginning of the pay period immediately following the submission of said evidence of additional credits by the individual to the Agency.

15. Days of service for all positions shall be established by the Agency. The scheduled days of service may be modified or adjusted by the Agency, provided that no adjustment in the schedule shall affect holidays and vacation periods under this Agreement.

Article V-B–Salary Payments for House File 499, Phase III Funds

Payment for activities and projects funded under the provisions of House File 499, Phase III, shall be made under the following conditions:

1. Participants in the individual performance-based pay component of the approved Phase III plan shall be compensated according to the following formula:

   Each participant will choose one goal and one objective to be established by discipline committees. Each participant who achieves 100% of his or her performance-based pay objective shall receive 100% of the amount allocated for each participant for performance-based pay. In the event less than 100% is completed, payment will be prorated in increments of ten percent (60%, 70%, 80%, 90%). All money not awarded for completion of objectives will be part of the balance carried over into the next fiscal year.

2. Compensation to complete individual projects shall be at each individual project member's per diem as determined by Article V of the Agreement.

3. Compensation to complete staff development projects, to compensate members of the Phase III Review Committee, and to compensate members of committees studying individual performance-based pay and career ladder projects shall be at the arithmetic average per diem for the total Keystone Education Association bargaining unit as determined by Article V of the Agreement.

4. Amounts determined by Article V-A, Supplemental Salary Schedule for House File 499, Phase II Funds, are specifically excluded in the computation of the arithmetic average per diem and individual per diems for Phase III.

5. Goal setting, individual projects, staff development projects, committee work to establish criteria and procedures for individual performance-based pay and career ladder projects, and all other activities conducted under the provisions of House File 499, which are supplemental and require extended time above and beyond the normal contract length, shall be limited to the number of days authorized by the Keystone Area Education Agency Board of Directors or their designee. Employees involved in Phase III who work less than the time authorized by the Keystone Area Education Agency Board of Directors or their designee shall receive payment for time actually worked.

6. Payment of Phase III funds shall be made as recommended by the Phase III Review Committee and determined by the Keystone Area Education Agency Board of Directors. No payment shall be made prior to the Agency's receiving the Phase III funds.

7. Salaries determined under this article are completely separate from those determined under Article V and Article V-A of this Agreement. Nothing herein shall be construed to allow the commingling of Phase III funding with the funding for Article V or Article V-A.

8. Salaries established by the provisions of House File 499, Phase III, are in addition to and completely separate from salary amounts established by Article V and Article V-A of this Agreement, and are subject to the availability of funds from the Educational Excellence Fund.

9. For the purpose of calculating term life insurance amounts and long-term disability coverage's under the provisions of Article VII of this Agreement, salary amounts calculated under Article V-B do not apply.

10. The mandatory subjects of bargaining, which are a part of any performance-based pay plan or career ladder recommended by the Phase III Review Committee and approved by the Board, shall be subject to collective bargaining.

Article VI–Holidays

Labor Day, Thanksgiving Day, December 25, New Year's Day, the Friday before the first Sunday after the full moon on or next after the vernal equinox, and Memorial Day shall be considered paid holidays for employees under contract during the term of this Agreement.

Holiday pay shall be computed by multiplying the employee's per diem by the employee's fractional FTE rounded to the nearer one-half (1/2) day.

No employee shall be required to perform duties on any of the above holidays.

Article VII–Section125 Salary and Insurance

All eligible employees, those who work at least 16 hours per week, shall be provided the $750 deductible single health and least expensive dental plan at Agency cost.

Employees may purchase more expensive single health and dental plans or family health and dental coverage by executing a salary reduction agreement under the auspices of Section 125 of the Internal Revenue Code. Employees may also execute salary reduction agreements for the purpose of paying unreimbursed medical costs and dependent care costs through flexible spending accounts (FSA's) under the auspices of Section 125 of the Internal Revenue Code.

The Employer shall provide such group insurance programs which shall meet the specifications that are agreed upon mutually by the Employer and the Association. The Employer and the Association further agree that the carrier of all insurance programs shall be determined by the Employer, in its discretion. However, the Association may submit recommendations regarding same to the Administrator or his designee.

Effective July 1, 2002, all eligible employees, those who work at least 16 hours per week, shall be required to enroll, at a minimum, in the $750 deductible single health and least expensive dental programs offered in the agency's group plan.

All new employees, who are employed to provide services on or after July 1, 2002, shall be required to enroll, at a minimum, in the $750 deductible single health and least expensive dental plan offered in the agency's group plan.

In addition to the above coverage, the employer shall provide term life insurance coverage at three (3) times the employee's annual salary as determined by article V of this Agreement, subject to limitations of the employee's insurability as determined by the insurance carrier.

Group long-term disability coverage shall be provided to employees at their own expense through a payroll deduction. Employees shall be required to enroll in the long-term disability coverage at their own expense.

In no event shall the specifications of the insurance coverage provided in this article be altered without the mutual agreement of the Employer and the Association. In no event, however, shall the Employer be required to provide insurance coverage which is unavailable from an insurance vendor that is acceptable to the Employer and that is licensed to do business in the State of Iowa, under the provisions of this Article.

To participate in the group health and major medical and group dental plan, group term life insurance, and long-term disability programs, an employee must be employed for sixteen (16) hours per week.

Article VIII–Hours

Non-management licensed personnel contracted to provide professional services within Keystone Area Education Agency Number One shall not be assigned specific daily hours, but shall be required to fulfill their responsibilities within the Agency, as determined by the Agency on all contract days.

Article IX–Sick Leave

Full and part-time employees of Keystone Area Education Agency Number One shall be eligible for sick leave with full salary for personal illness or injury, as follows:

Part-time employees shall receive sick leave days on a prorated percentage of full-time equivalency of employment.

	Full-time
First Year of Employment	24 days
Second Year of Employment	22 days
Third Year of Employment	22 days
Fourth Year of Employment and Subsequent Years of Employment	22 days

Employees shall be granted their allowable sick leave on the first day of the contract.

The preceding amounts shall apply only to consecutive years of employment by the Keystone Area Education Agency Number One and unused portions shall be cumulative to a maximum of one hundred (100) days.

If on July 1 of a contract year an employee has reached the maximum accumulation of one hundred (100) days of sick leave under this article, and the employee would otherwise be eligible to accumulate additional sick leave had he or she not accumulated the maximum amount of sick leave, the employee shall be eligible to convert up to twenty (20) days of sick leave that would have been earned had the employee not been at the maximum accumulation according to the following formula:

1. For each five days of sick leave that would have been earned on July 1 of a contract year above the one hundred (100) day sick leave maximum accumulation, an employee shall earn one half (1/2) day of personal leave up to a maximum accumulation of two (2) personal leave days.

AND/OR

2. For each four days of sick leave that would have been earned on July 1 of a contract year above the one hundred (100) day sick leave maximum accumulation, an employee shall earn one (1) day of family illness leave up to a maximum accumulation of five (5) family illness leave days.

Conversion of sick leave under this article to personal leave under the provisions of the above formula shall occur only in five day sick leave increments for one half day of personal leave. Partial increments of five sick leave days shall not be converted to personal leave. Conversion of sick leave under this article to family illness leave under the provisions of the above formula shall occur in only four day sick leave increments for one day of family illness leave. Partial increments of four sick leave days shall not be converted to family illness leave.

If on July 1 of a contract year an employee does not reach the maximum accumulation of one hundred (100) days of sick leave under the provisions of this article, including sick leave days earned on July 1 of that contract year, then that employee shall not be eligible to accumulate any personal leave or family illness leave under the provisions of this article for that contract year. If an employee is not able to accumulate either personal leave or family illness leave under this article because the employee is not at the maximum accumulation of one hundred

(100) days on July 1 of a contract year, the employee shall not lose any personal leave or family illness leave accumulated under this article during years for which the employee was eligible to accumulate these leaves.

Personal leave and family illness leave earned under the provisions of this article are in addition to those leaves provided under Article XV, Personal Leave, and Article X, Family Illness Leave, of this agreement.

In the event that the Employer has reason to believe that an employee is abusing his sick leave privileges, the employee may be required to furnish medical certificates which shall set forth the reasons for such sick leave. Should an employee obtain a false medical certificate, or should an employee fail or refuse to furnish to the Employer a medical certificate, then such employee may be disciplined appropriately including dismissal.

The Agency may require such reasonable evidence as may be desired for confirming the necessity of sick leave. The Employer shall determine the allowability of any disputed sick leave, and no salary shall be allowed for sick leave until such evidence has been provided by the employee.

All sick leave absences shall be reportable as a half-day or a multiple thereof.

Article X–Family Illness Leave

Each employee will be allowed up to five (5) days of family illness leave each year with full salary to be utilized to care for a parent, son, daughter, spouse, or other member of the employee's immediate household. The five (5) days of family illness leave shall not be cumulative.

In the event that an employee exhausts all of his/her available sick leave under the provisions of Article IX, Sick Leave, and if an employee has not exhausted family illness leave under the provisions of this article, then an employee may utilize available family illness leave for his/her personal illness or injury.

In the event that the employer has reason to believe that an employee is abusing family illness leave, the employee may be required to furnish medical certificates that set forth the necessity for the employee to attend to the ill family member. Should an employee obtain a false medical certificate, or should an employee fail or refuse to furnish to the employer a medical certificate, then such employee may be disciplined appropriately including dismissal.

The employer may require such reasonable evidence as may be desired for confirming the necessity of family illness leave. The employer shall determine the allowability of any disputed family illness leave and no salary shall be allowed for family illness leave until such evidence has been properly provided by the employee.

Family illness leave must be utilized in not less than one-half (1/2) day increments.

Part-time employees shall receive family illness leave on a prorated percentage of full-time equivalency of employment, rounded to the nearer one-half (1/2) day.

An employee may be granted family illness leave with full salary to be utilized to care for another person who has a similar relationship to the employee as those relatives listed above. The employee can request such leave by contacting the administrator or his/her designee. The initial verbal contact shall be followed by a written request in a reasonable amount of time as determined by the administrator or his/her designee. The administrator, or his/her designee, may grant up to five days of family illness leave each year with full salary. The administrator's decision on granting or not granting family illness leave to be utilized to care for persons other than those listed above shall not be subject to the grievance procedure under the provisions of Article III of this Agreement.

Article XI–Family and Medical Leave Provision

The provisions of the Family and Medical Leave Act of 1993 are hereby incorporated into this Agreement by this reference. This inclusion shall in no way reduce or adversely impact any other provisions of this Agreement.

Article XII–Extended Leave of Absence for Personal Illness

Any employee who is unable to work because of personal injury or illness and who has exhausted all sick leave to which he/she is entitled, under this Agreement, may apply for a leave of absence without salary, fringe benefits, or credit for experience, for a period of up to, but not exceeding, the balance of the employee's individual contract year.

An application for such leave shall be in writing, state reason for the requested leave, the dates the employee requests leave to commence and to terminate, and shall be accompanied by the written certification of the employee's attending physician of such injury or illness and the probable period of disability, and shall be given to the Agency not less than twenty (20) working days prior to exhaustion of the employee's sick leave. However, if the illness or injury arises or occurs within said twenty (20) day period or subsequent to exhaustion of the employee's sick leave, the application may be given not less than five (5) working days after the occurrence of the illness or injury.

Approval of any application for such leave shall be at the discretion of the Agency. Approval or denial of any such application for leave shall be in writing given to the employee within thirty (30) working days after receipt of the application.

Any employee granted leave under this provision may continue all of his/her insurance benefits during such leave if the employee pays all insurance premiums prior to the fifth day of each month, commencing the first month after the leave begins. Failure of the employee to timely make any such premium payment shall disqualify him/her from all insurance benefits.

Article XIII–Extended Leave for Educational Purposes

Any employee covered under the terms of this Agreement, who has completed five (5) years of consecutive employment, is eligible for application for a leave of absence up to one contract year for the purpose of further study in a field directly related to his/her agency function as determined by the Agency.

The educational leave may include study at an accredited college or university or study under the provisions of an approved plan of study in a setting other than an accredited college or university as stated below.

A plan of study for any leave taken under the auspices of this article shall be limited to study at an accredited college or university, conducting research related to the employee's Agency function, or study under a mentor. Plans of study shall, at a minimum, include the following components:

1. Rationale for the plan of study which shall include relevance to the employee's position and the benefits to the Agency, clients, parents, and schools.
2. Goals and objectives of the study.
3. Time requirements for completing the plan of study.
4. Specific activities that will be completed to satisfactorily finish the plan.
5. Method of evaluating the results of the plan of study.

The employee shall apply for such leave by February 1 of the year prior to the intended leave of absence. The application shall be made to the Agency's administrative assistant who shall appoint three administrative personnel to serve on an educational leave committee. The administrative assistant shall also contact the president of the association who shall appoint three association members to serve on an educational leave committee. The aforementioned educational leave committee shall consider any extended leave for educational purposes, and each member of the committee shall have one (1) vote. A simple majority of the committee shall determine whether or not the educational leave committee shall recommend approval or disapproval of any said leave to the Agency's chief administrator.

If the educational leave committee recommends approval of the employee's application for extended leave for educational purposes, said recommendation shall be forwarded to the administrator within two (2) contract days and a copy of said recommendation shall also be provided to the employee within two (2) contract days.

If there is a tie vote or the educational leave committee recommends disapproval of the employee's application for extended leave for educational purposes, said recommendation or tie vote shall be reported to the employee in writing with two (2) contract days. The employee then may apply to the administrative assistant to form a second educational leave committee. If the employee makes application within five (5) contract days after receipt of notice of tie vote or recommended disapproval by the first committee, the administrative assistant shall appoint three administrative personnel and the association president shall appoint three association members to serve on a second educational leave committee. No member of the second educational leave committee shall also have been a member of the first educational leave committee. Failure of the employee to file with the administrative assistant to request to form a second educational leave committee within five (5) contract days after notice of the tie vote or disapproval shall cause the first educational leave committee's recommendation to be forwarded to the administrator.

The second educational leave committee shall convene within five (5) contract days after the employee's request and make a recommendation to the administrator on the employee's application. The second educational leave committee shall forward its recommendation to the administrator within two (2) contract days and shall also forward said recommendation to the employee. No further educational leave committees shall be formed and the second committee's recommendation shall be the one forwarded to the administrator.

The chief administrator shall approve or disapprove the proposed extended leave for educational purposes and said approval or disapproval shall not be subject to Article III, Grievance Procedure, of this Agreement. The administrator shall notify in writing the employee who applied for extended leave for educational purposes and the educational leave committee of his/her decision by March 1 of the year prior to the year during which the proposed leave would occur.

Extended leave for educational purposes shall not be granted unless an acceptable replacement is found. The Agency shall retain the complete responsibility for determining the acceptability of any replacement.

The leave of absence shall be without pay or benefits, with the exception of health, major medical insurance, and dental, as stated in Article VII, Insurance, of this Agreement. The employee shall advance to the appropriate level on the salary schedule if additional degrees or course work from an accredited college or university are completed during the educational leave.

The employee shall not be given a year of experience for a full contract year on extended leave for educational purposes. When an extended leave for educational purposes is less than one year, advancement on the salary schedule shall follow the procedures stated in Article V, Salary Schedule, of this agreement.

The employee shall return to the same position and field office that he/she was assigned before the extended leave for educational purposes. The employee may change positions or field offices by following the procedures stated in the voluntary transfer article (Article XX) of this Agreement.

Any employee on extended leave for educational purposes shall return to the Agency for a minimum of one contract year. In the event that any such employee fails to return, the employee shall reimburse the Agency in the amount of the insurance benefit coverage that was expended to the employee's health, major medical, and dental coverage during the extended leave for educational purposes.

Article XIV–Bereavement Leave

Each employee shall be granted up to a maximum of five (5) days per occurrence for bereavement leave, with full salary and without accumulation, for the death of the employee's spouse, child, parent, guardian, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. Employees utilizing bereavement leave shall give advance notification to the Agency.

Additional days of bereavement leave may be granted to an employee upon application to and permission of the Agency for the death or deaths of any of the above designated relatives. Such additional bereavement leave shall be without salary.

Personal leave under Article XV of this Agreement may be utilized by any employee to attend a funeral of any person.

Bereavement leave must be utilized in not less than one-half (1/2) day increments.

Part-time employees shall receive bereavement leave on a prorated percentage of full-time equivalency of employment rounded to the nearer one-half (1/2) day.

An employee may be granted bereavement leave with full salary for the death of another person who had a similar relationship to the employee as those relatives listed above. The employee can request such leave by contacting the administrator or his/her designee. The initial verbal contact shall be followed by a written request in a reasonable amount of time as determined by the administrator or his/her designee. The administrator, or his/her designee, may grant up to five days of bereavement leave with full salary. The administrator's decision on granting or not granting bereavement leave for the death of persons other than those listed above shall not subject to the grievance procedure under the provisions of Article III of this Agreement.

Article XV–Personal Leave

Each employee will be allowed two (2) days leave, with a maximum of one (1) day accumulation for personal use. Personal leave will be granted with pay upon two (2) days prior written notice to the Agency. If such two (2) days prior written notice is not given by an employee, such employee shall, within two (2) days after his or her return from such leave, submit to the Agency a written explanation of the reasons or reason such prior written notice was not given. If the employee fails to timely submit such written explanation, or if such explanation is submitted and the explanation tendered is found by the Agency to be inadequate, said personal leave shall be without salary.

No personal leave will be granted on days designated for inservice training or previously scheduled activities. The Agency may deny personal leave during the last two (2) weeks of an employee's contract year if granting said personal leave would be detrimental, as determined by the Agency, to an Agency program or to the efficient operation of the Agency.

Personal leave must be utilized in not less than one-half (1/2) day increments.

Part-time employees shall receive personal leave on a prorated percentage of full-time equivalency of employment, rounded to the nearer one-half (1/2) day.

Article XVI–Emergency Leave

Each employee will be allowed one (1) day of emergency leave per year with full pay for emergency matters affecting the employee that could not have reasonably been pursued outside of normal service hours. Emergencies qualifying for emergency leave are those extraordinary situations requiring the employee's attention and which (1) cannot be attended to outside work hours and (2) are not covered by other provisions of this agreement. Applications for emergency leave shall list the specific reason for taking said leave. If reasons given by the employee for taking said emergency leave are insufficient, as determined by the Agency, then said emergency leave shall be denied.

Emergency leave must be utilized in not less than one-half (1/2) day increments.

Part-time employees shall receive emergency leave on a prorated percentage of full-time equivalency of employment, rounded to the nearer one-half (1/2) day.

Article XVII–Professional Leave

For purposes of this article "Professional Leave" is participation in a professional meeting or a graduate level college or university class; attendance at which is not required by the Agency and which is:

1. directly related to employee's functions within the Agency, and/or

2. likely to assist the employee and the Agency in the mission of the Agency, including delivery of services to school children, and/or

3. a program which will enable the attending employee upon his or her return to effectively provide non-attending employees in-service instruction regarding the matters and materials covered, and/or

4. where applicable, a program substantially related to an area or areas in which the employee needs professional improvement or development pursuant to said employee's most recent formal evaluation.

5. related to one of the following AEA accreditation areas: school community planning, developing programs for professional development, curriculum, special education (childfind and problem solving), special education support services, special education (evaluation of effectiveness of special education services), special education (parental rights), special education (district compliance), special education (infusion of special education into other AEA services), instructional media, and school technology.

The Professional Leave, as defined above, shall be granted to employees within the following categories:

Speech-Language Pathologist, School Audiologist, School Psychologists, School Social Workers, Physical Therapists, Occupational Therapists, Special Education Nurses, Special Education Consultants, Early Childhood Special Education Teacher/Consultants, Itinerant Teachers for Vision Services, Itinerant Teachers for Early Childhood Special Education, Transition Coordinators, Early Access Regional Coordinator, Itinerant Teacher for Deaf and Hard-of-Hearing, Juvenile Home Teacher, Assistive Technology Resource Coordinator, School Improvement Facilitators (Early Childhood/Elementary Education), School Improvement Facilitators (Fine Arts/World Languages/Physical Education), School Improvement Facilitators (Guidance/At Risk/Equity), School Improvement Facilitators (Math/Gifted and Talented), School Improvement Facilitators (Reading/Language Arts), School Improvement Facilitators (Research/Assessment/Evaluation), School Improvement Facilitators (Science), School Improvement Facilitators (Social Studies), School Improvement Facilitators (Teacher Leader Reading Recovery ®), School Improvement Facilitators (Organizational Development), School Improvement Facilitators (Professional Development/Licensure Renewal), School Improvement Facilitators (Vocational Education), School Improvement Facilitators (Success 4), Media Services Consultant/Technology Services Consultants, Technology Services Consultants.

The employees within each of the above categories shall be granted non-cumulative professional leave and as defined above and as determined by the Agency as above, in the following manner:

A. Each employee shall be granted at least four (4) days of Professional Leave each year. Part-time employees shall receive professional leave in a prorated percentage of full-time equivalency of employment, rounded to the nearer one-half (1/2) day.

B. No more than fifty (50) percent, (rounded upward), of the employees within any of the above categories shall be absent from work for travel to, or attendance at, meetings at any one time during the term of this Agreement.

C. In the event desires of employees to utilize Professional Leave will result in the absence of more than fifty (50) percent of the employees in any of the above categories at any one time, the Agency shall

determine, in its discretion, which employee or employees shall utilize Professional Leave. One of the factors the Agency shall consider shall be the date and time of receipt of each leave request.

D. Nothing herein, however, shall be construed to prohibit the Agency from requiring an employee to attend any inservice program or professional meeting. If the Agency requires an employee to attend such program or meeting, such attendance shall not be deducted from the employee's annual allotment of professional leave and said required attendance shall not be subject to the provisions of this Article.

E. Employees, who utilize Professional Leave under the provisions of this article, shall be required to submit a written report to their supervisor with the reimbursement claim. The report shall set forth the following: (1) Brief listing of each meeting attended and (2) Potential applications of information received to enhance the employee's professional performance or to improve Agency services. Reimbursement of expenses shall not occur until the employee's immediate supervisor stipulates that the above report has been received. Reimbursement will be dependent only upon submission of the report and not upon any determination of its quality.

F. In no event shall Professional Leave be utilized outside the boundaries of the continental United States or contiguous provinces of Canada.

Professional Leave, when utilized on a regularly scheduled contract day, shall be with salary; and actual, necessary and reasonable expenses shall be reimbursed up to a maximum of $800 per year. Further, when Professional Leave is utilized on a regularly scheduled calendar day, a day of Professional Leave shall be charged, including days utilized for travel to or from the professional leave activity.

In the event professional leave is utilized on a non-contract day occurring between the beginning date and ending date of an employee's contract calendar, said Professional Leave shall be without salary, and shall not result in a day of Professional Leave being charged; however, actual, necessary, and reasonable expenses shall be reimbursed up to the maximum amount per year as specified in this Article.

Professional Leave may be utilized during the summer months by employees. For the purpose of Professional Leave, summer is defined as that period of time during the months of June, July, and August between the conclusion of an employee's calendar and the beginning of the employee's next calendar. Professional Leave utilized during the summer shall be without salary; however, one day of Professional Leave shall be charged for each day an employee attends a Professional Leave activity. Days utilized for travel to or from a Professional Leave activity which occurs during the summer, as defined above, shall not be charged as Professional Leave.

Application procedures and approval criteria, as specified in this Article, are applicable to professional leaves utilized during the summer.

In the event that an employee submits his/her resignation to be effective at the end of a contract calendar, said employee shall not be eligible for Professional Leave during the subsequent summer months. Further, in the event that an employee utilizes professional leave during the summer and subsequently resigns prior to fulfilling contracted obligations, the Agency shall bill said employee for the amount reimbursed for attendance at the Professional Leave activity utilized during the summer.

Professional Leave must be utilized between the dates of July 1 and June 30 of each year controlled by this Agreement. Nothing herein shall be construed to allow the accumulation of Professional Leave accrued under this Agreement to be utilized during a subsequent period covered by this Agreement or a subsequent Agreement between Area Education Agency Number One and Keystone Education Association.

Part-time employees shall receive reimbursement for Professional Leave on a prorated percentage of full-time equivalency of employment.

Application for this leave should be made at least twenty (20) working days before taking leave.

Regarding the utilization of the $800 per year maximum amount per employee allocated for the reimbursement of actual, necessary, and reasonable expenses incurred as a result of Professional Leave taken under the provisions of Article XVII, Professional Leave, the parties agree as follows:

1. A discipline included under the provisions of aforesaid article may elect to utilize a portion of each discipline member's $800 maximum amount to secure an inservice presentation for the entire discipline.

2. Participating discipline members must contribute an equal amount from the member's $800 maximum amount, which amount shall be determined by participating discipline consensus, toward any discipline inservice provided for a discipline.

3. Discipline members shall <u>not</u> be charged with a day of Professional Leave for participation in any inservice presentation for a discipline.

4. Any inservice provided hereunder must be approved by the discipline supervisor or coordinator; however, it is the intent of this provision to allow joint collaborative planning between discipline members and the supervisor or coordinator.

5. Inservice provided hereunder should comply with the four criteria for approval of Professional Leave which are listed in paragraph one of Article XVII, Professional Leave.

6. A discipline may participate in up to two inservices hereunder; however, a discipline member may only participate in one said inservice. Only those discipline members who agree to contribute the agreed upon amount shall be allowed to participate in any inservice hereunder.

7. In the event Agency/discipline inservice funds are utilized for an inservice which also has funds contributed by discipline members hereunder, then one hundred percent of the discipline must agree to participate.

Article XVIII–Association Leave

The Association shall be granted up to a maximum of four (4) days per contract year, non-cumulative, for representatives of the Association to conduct Association business. The Association shall determine which employee(s) utilize Association Leave. Association Leave shall be without salary. There will be no expenses paid for personnel on Association Leave.

Article XIX–Jury and Legal Leave

Any employee called for jury duty during school hours or who is subpoenaed to appear in any judicial or administrative proceeding shall be provided such time for such appearances without salary loss.

Any fees or remuneration, excepting reimbursement for expenses, the employee receives during such leave, shall be turned over to Keystone Area Education Agency Number One.

Any employee absent from work for any court or administrative proceeding in which they are a litigant, contestant, or a party in interest, or officer, director, agent or representative of a party in interest, shall be provided such time for such appearances without salary.

Article XX–Health and Safety

Employees may, when acting within the scope of their employment and pursuant to the policies, rules, regulations, and guidelines of the Employer, use reasonable and necessary force for the purpose of self-defense or for the protection of the Employer'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.

Assaults Reporting

Employees shall within eight (8) hours report cases of assault suffered by them in connection with their employment to the building principal of the local school district if it so applies and to the Administrative Assistant.

Injury Reporting

Employees injured in the line of duty shall report the injury within eight (8) hours to the Employer and the principal of the local school district, if applicable.

Employees shall not be required to work under unsafe or hazardous conditions which endanger their health or safety. Employees shall bring such conditions to the attention of their immediate supervisors immediately, and the Employer shall determine whether such conditions are unsafe or hazardous.

Tuberculosis Testing

New employees shall submit the results of a test for tuberculosis to the Agency not later than thirty (30) days after the first day of work for each new employee. Each employee shall be required to submit the results of a test for tuberculosis every three (3) years after the initial test is submitted. The Agency shall have the sole right of determining the medical provider of any tuberculosis testing for employees. The above tuberculosis testing shall be at Agency expense.

Article XXI–Notice of Vacancy and Voluntary Transfers

Any employee may apply for voluntary transfer to a vacant existing assignment or a new assignment within the Agency's boundaries. Such application shall be in writing received by the Agency within ten (10) working days of receipt by the employee's present field office of notice of the vacancy. A present employee timely presenting such application shall be considered, but not necessarily appointed, for the vacant existing or new assignment before any applicants not then employed by the Agency are considered, if (1) the present employee is:

a) properly certified for the vacant existing or new assignment, and

b) in the discretion of the Agency otherwise qualified and able to perform the vacant existing or new assignment;

and if (2) the transfer requested will not be detrimental to the Agency or its programs, as determined by the Agency.

Subject only to the foregoing, the Agency may appoint any applicant to fill said vacant existing assignment or new assignment, in its discretion. A denial of an application for transfer timely presented by an employee then employed by the Agency shall be in writing.

Article XXII–Involuntary Transfers

A. **Definition**

For the purposes of this Article, the following terms and phrases shall have the following definitions:

(1)"Field Office Assignment" is defined as the field office or regional field office to which the employee is assigned by the Employer.

(2)"Miles" is defined as miles by the most direct route over hard-surfaced roads.

(3)"Employee's Home" is defined as the employee's home or residence at the time of the involuntary transfer.

(4)"Involuntary Transfer" is defined as the involuntary change of an employee from one field office assignment to another field office assignment.

B. **Use of Voluntary Request and Other Measures**

No position shall be filled by means of involuntary transfer unless and until the Agency has first determined that:

(1)there is no state certified volunteer acceptable to the Agency available under Article XX (Voluntary Transfers) of this Agreement to fill said position (this provision shall not prohibit the Agency from hiring a new employee to fill said position in lieu of a volunteer), and

(2)no new employee acceptable to the Agency can be hired to fill said position within a reasonable time after the vacancy occurs, and

(3)remaining office assignments, areas, and positions of other employees cannot be adjusted, altered or expanded by the Agency to cover or fill the said position to the satisfaction of the Agency for the duration of the school year, within a reasonable time after the vacancy occurs.

C. **Notice**

This Article shall apply only to employees who are under individual contract with the Employer for the **2006-2007** school year by May 31, 2006. The Employer shall notify any employee subject to an involuntary transfer of such involuntary transfer in writing.

Any employee who receives notice of an involuntary transfer who desires to resign may submit a written resignation to the Agency which resignation shall be accepted.

Should an involuntary transfer necessitate an employee to move his place of residence, the Agency shall reimburse the employee for actual, reasonable, and necessary moving expenses. Actual, reasonable, and necessary moving expenses shall be limited to the expenses incurred by the employee for the physical movement of said employee's property.

The necessity of a change in the residence of an employee involuntarily transferred shall be determined by the following method:

If the involuntarily transferred employee must travel at least thirty-five (35) miles farther from the employee's home to the new field office than from home to the old field office, a move of residence by the involuntarily transferred employee may be defined as necessary. However, if the employee elects not to move, the Agency is under no obligation to pay any expenses except as provided in the following paragraph.

The Employer will also reimburse an employee involuntarily transferred during the term of his/her work year under this Article, who is, by reason of such involuntary transfer, required to travel more miles from the employee's home to the new field office assigned and back than the employee was formerly required to travel from said home to the former field office assigned and back, for such additional miles, which shall be computed as follows:

Miles for which employee shall be reimbursed is equal (=) to the miles round trip from the employee's home to new field office assigned less (-) miles round trip from employee's home to former field office assigned. Mileage shall be limited to no more than one round trip per day as computed above on days when the employee is scheduled to and actually does work.

Such mileage reimbursement shall be paid only until the end of the employee's individual contract year during which the involuntary transfer occurs.

D. Criteria

The Employer shall make no involuntary transfer under this Article as a punitive measure.

E. Meeting

An involuntary transfer shall be made only after a meeting between the employee involved, the Association representative, and the Administrator or his designee, at which time the employee shall be given written reason(s) therefore.

Article XXIII–Employee Evaluation

Regular full-time employees shall be formally evaluated on their performance of assigned duties a minimum of once during their first year of employment, once during their second year of employment, and once every third year thereafter, or as deemed practical and necessary by the Agency.

By October 1 of a contract year, the Employer shall acquaint each employee with the evaluation procedures, standards, criteria, descriptors and instruments, and advise each employee as to the Supervisor who will evaluate his/her performance. The purpose of this orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been complete.

A new employee shall be apprised of the above evaluation procedures within five (5) weeks of the first day of the new assignment.

Results of the formal evaluations provided for in the above shall be in writing, preceded by an on-the-job evaluation of the employee's performance. All formal evaluations of an employee shall be conducted with the full knowledge of the employee, and primarily with the intent of improving professional performance as a means of assuring the most competent educational techniques.

Nothing herein, however, shall be construed to limit the use by the Employer of any evaluation under this Article for those purposes authorized by Chapter 279 of the Code of Iowa, as amended.

The evaluator shall have a meeting with the employee within twenty (20) school days following the on-the-job evaluation and prior to submission of the written evaluation report to the Agency. In the meeting the evaluator shall provide the employee in writing with the following:

1. The evaluator shall report the results of the evaluation to the Agency in writing.

2. In the event the evaluator cites deficiencies to an employee, the evaluator shall suggest what the employee may do to correct those deficiencies.

3. An employee shall be given at least ten (10) weeks to correct deficiencies cited in an evaluation report, and such time limits may be extended by mutual agreement.

4. If the employee has not corrected cited deficiencies within ten (10) weeks from the date such employee was informed of those deficiencies in writing, the employee and the evaluator shall meet again and the employee shall be re-evaluated under the procedures of this Article; provided, however, that the provisions of two and three above shall not apply to such re-evaluation.

A copy of the written evaluation shall be signed by both parties and given to the employee. The employee's signature does not necessarily indicate agreement with the evaluation, but rather awareness of the content.

The employee shall have the right to submit a response for inclusion in his personnel file or other written statement regarding any evaluation. The file copy of such response shall be signed by both parties to indicate awareness of content.

Each employee shall have the right to review the contents of his personnel file. No separate file shall be kept which is not available to the employee's inspection.

Any complaints directed toward an employee which are placed in his personnel file are to be promptly called to the employee's attention in writing. In the event a written complaint is filed in an employee's personnel file, the employee shall have the right to file a written rebuttal or response to the complaint. Said rebuttal or responses shall be attached to the written complaint.

The employee shall have the right to reproduce, at the employee's expense, any of the contents in his/her file.

All employee evaluations are to be fair and accurate. An employee, or the Association as the employee's representative, has the right to utilize the contract's grievance procedures to challenge an evaluation as unfair, unjust, or inaccurate in cases in which the evaluation indicates that his/her overall performance is unsatisfactory, or in any proceeding in which the Agency attempts to justify adverse action against an employee. However, the grievance procedure of the contract may not be used in the event of a termination being conducted under the provisions of Chapter 279.13 Code of Iowa.

Article XXIV–Staff Reduction Procedures

All employees as certified by the Iowa Public Employment Relations Board Case #430 shall be covered by this Article.

The term "Seniority" as used in this article, shall mean an employee's continuous length of employment with the Employer, together with an employee's previous years of contract service with a county school system or joint county school system within the geographical boundaries of Keystone Area Education Agency Number One, and within the following categories:

Speech-Language Pathologist, School Audiologist, School Psychologists, School Social Workers, Physical Therapists, Occupational Therapists, Special Education Nurses, Special Education Consultants, Early Childhood Special Education Teacher/Consultants, Itinerant Teachers for Vision Services, Itinerant Teachers for Early Childhood Special Education, Transition Coordinators, Early Access Regional Coordinator, Itinerant Teacher for Deaf and Hard-of-Hearing, Juvenile Home Teacher, Assistive Technology Resource Coordinator, School Improvement Facilitators (Early Childhood/Elementary Education), School Improvement Facilitators (Fine Arts/World Languages/Physical Education), School Improvement Facilitators (Guidance/At Risk/Equity), School Improvement Facilitators (Math/Gifted and Talented), School Improvement Facilitators (Reading/Language Arts), School Improvement Facilitators (Research/Assessment/Evaluation), School Improvement Facilitators (Science), School Improvement Facilitators (Social Studies), School Improvement Facilitators (Teacher Leader Reading Recovery ®), School Improvement Facilitators (Organizational Development), School Improvement Facilitators (Professional Development/Licensure Renewal), School Improvement Facilitators (Vocational Education), School Improvement Facilitators (Success 4), Media Services Consultant/Technology Services Consultants, Technology Services Consultants.

Method of Reduction:

When one or more positions in a reduction category are to be reduced, the first effort in reduction shall be to utilize normal attrition to avoid the reduction process. Should positions still need to be reduced, the employee who was last employed shall be the first reduced. The date of employment shall be the date on which the employee was administratively employed or on the date that the Keystone AEA Board of Directors or County Board of Education formally employed the employee, whichever date is earlier.

In the event that the seniority date is the same for two or more employees, the following sequence shall be used to determine the employee(s) to be reduced:

1. The employee(s) with the lowest training lane as identified by the salary schedule shall be reduced.
2. In the event that the seniority date and training lane are equal for two or more employees, then the employee(s) with the least amount of experience within the job category outside the boundaries of the Keystone Area Education Agency shall be reduced.
3. In the event that the seniority date, training lane, and experience within the job category outside the boundaries of the Keystone Area Education Agency are equal for two or more employees, then the decision as to which employee(s) shall be reduced shall be made by a committee composed of three (3) employees designated by the Association and two (2) from management personnel. The management personnel shall include the administrative assistant and one other management person.

4. In the event that an employee is moved from one staff reduction category to another staff reduction category, either under the provisions of Article XXI, Notice of Vacancy and Voluntary Transfers, or assignment by the Agency, said employee shall retain seniority in the former reduction category on a year for year basis as if said employee had remained in the former staff reduction category from the date of employment in the former staff reduction category until the date the said employee would be reduced in the latter staff reduction category.

The Agency will notify the employee to be laid off by April 30 of the current contract year of the employee.

Laid off employees shall advise the Agency of their current address during lay off. If the Employer recalls employees, within the categories listed above, employees in such categories shall be recalled in the inverse order of lay off. However, employees with less than two full continuous years of experience with the Employer shall have no recall rights.

If three years have elapsed since an employee's lay off, his or her recall rights shall terminate. If an employee fails to notify the Agency of a change of address and the mailed written notice of recall is returned to the Agency by the Postal Service, said employee's recall rights shall terminate. If an employee fails to notify the Agency of his/her intention or availability to return to work within ten (10) work days of receipt of a certified mailing of written notice of recall, said employee's recall rights shall terminate. For the purpose of the employee's notifying the Agency of his or her intention to return to work from staff reduction, the ten (10) work days above shall mean days during which the Agency's Administration Office is open.

Seniority, experience credit, and fringe benefits shall not accrue during lay off.

Termination of staff reduction shall not be subject to binding arbitration of the grievance procedure but shall follow the procedures as outlined in Chapter 279.13 of the Code of Iowa.

*Steps 1, 2, and 3 are sequential.

One (1) year of previous contract service shall mean continuous services of not less than 180 contract days.

Article XXV–Compliance Clauses and Duration

1. **Individual Contracts** – Any individual contract of employment between the Employer and an employee covered by this Agreement shall not be inconsistent with the terms of this Agreement, and if any such individual contract is inconsistent with the terms of this Agreement, this Agreement, during its duration, shall control.

2. **Separability** – If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this Agreement shall remain in full force and effect.

3. **Printing Agreement** – Copies of this Agreement shall be printed, within thirty (30) days after the Agreement is ratified by both parties, at the joint expenses of the Association and the Employer, and shall be given to all employees covered by this Agreement and any new employees.

4. **Notices** – Whenever any notice is required to be given to either the Employer or the Association under this Agreement, either party may do so by telegram or letter at the following designated addresses:

   a. If by the Association, to the current Board President.

   b. If by the Board, to the current Association President.

5. **Complete Agreement** – This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term. The negotiated understandings and agreements arrived at by the parties are set forth in this Agreement.

6. **Duration** – This Agreement shall be effective July 1, 2006, and shall continue in full force and effect until June 30, 2007. However, this Agreement shall continue in effect for like periods thereafter unless either party gives the other party written notice not less than sixty (60) days prior to such expiration dates or the expiration dates of any renewal thereof of its desire to terminate or modify this Agreement.

This Agreement is signed this 15th day of May, 2006.

In witness thereof, the parties have executed this Agreement as follows:

For the Keystone Education Association

Lois M Henry
President of the Education Association

Lois M. Henry
Association Chief Negotiator

For the Board of Directors of
Keystone Area Education Agency 1

Bill R. Withers M. D.
President of the Board of Education

Rob E. Shaw, Ph.D.
Employer Chief Negotiator