Olin CSD Olin EA 8/15/2006 8/14/2008

OLIN CSD / EA 06-08

MASTER CONTRACT

AGREEMENT
BETWEEN

OLIN CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

AND THE

OLIN EDUCATION ASSOCIATION

FOR

2006 - 2008

TABLE OF CONTENTS

Article Number	Article Name	Page No.
ARTICLE 1	EMPLOYEE WORK YEAR	3
ARTICLE 2	EMPLOYEE HOURS AND LOAD	3
ARTICLE 3	PHYSICAL EXAMINATIONS	3
ARTICLE 4	EMPLOYEE SAFETY AND HEALTH	4
ARTICLE 5	LEAVES OF ABSENCE	4
ARTICLE 6	EVALUATION PROCEDURE	6
ARTICLE 7	TRANSFERS	6
ARTICLE 8	SALARIES	7
ARTICLE 9	INSURANCE	9
ARTICLE 10	DUES DEDUCTION	9
ARTICLE 11	RIGHTS	10
ARTICLE 12	GRIEVANCE PROCEDURE	12
ARTICLE 13	WAIVER	13
ARTICLE 14	COMPLIANCE CLAUSES AND DURATION	14
ARTICLE 15	EMPLOYEE STAFF REDUCTION	14
SCHEDULE A:	SALARY	15
SCHEDULE B:	SUPPLEMENTAL PAY	16
SCHEDULE C:	GRIEVANCE REPORT	17
SCHEDULE D:	DUES DEDUCTION AUTHORIZATION FORM	18
SCHEDULE E:	PHYSICAL EXAMINATION FORM	19
SIGNATURE PAGE		20

Article 1
Employee Work Year

A. In-School Work Year
   1. Regular School Year - The regular school year shall consist of one hundred ninety *(190) days, of which one hundred eighty (180) shall be teaching days. *(192) if required by the state. If state required the employee is paid on a per diem rate.
   2. Employees shall receive the following as paid holidays: Labor Day, Thanksgiving, Presidents' Day, Good Friday, and Memorial Day.
   3. When a major holiday is on Sunday (Easter, New Year's Day), employees will have a extended unpaid holiday break that will include the following Monday.

Article 2
Employee Hours and Load

A. A normal work day shall consist of eight (8) hours. Employees may choose a workday, in writing, by the first teacher inservice day each year, between (7:45 to 3:45) or (8:00 to 4:00). This agreement will be in force for an entire school year. If an employee needs to change their normal hours, the request can be by mutual agreement with the administration Starting and quitting time may be adjusted by mutual agreement between teacher and administration beyond the above listed hours to facilitate the curriculum. Such work day shall include a duty-free lunch period of twenty (20) to thirty (30) minutes.This provision is not to be construed as a basis for awarding overtime compensation in connection with teacher work duties.

B. At the discretion of the administration, employees may be required to attend faculty or professional meetings either before or after the regular working day without additional compensation. Meetings will commence when all necessary employees are present and will continue for a period not exceeding forty-five (45) minutes. This time limitation of forty-five (45) minutes will be disregarded when a presentation by a person not employed by the School District is made at a meeting. On days when morning meetings are held before 8:00 a.m. employees will be allowed to leave at the completion of their eight (8) hour day. Certified part-time employees of the district who are required to attend meetings or in-services that last more than one (1) hour beyond their contract time will be compensated at a rate equivalent to their hourly wages.

C. Employees may leave the school premises only with permission from the building principal.

D. Additional compensation will not be granted above the basic salary schedule for those assigned to extra and supervisory duties beyond the regular school day, other than those listed in the attached Salary Schedule.

E. If a teacher is assigned to substitute for an absent teacher, and loses his or her prep time, that teacher substituting shall be reimbursed at a rate of $10.00 per period.

F. Multi-District Assignments: In the event that two school districts should form a student and/or staff sharing agreement, the employees assigned to travel to another district to perform services shall have the time spent in traveling to and from said assignment counted towards the regular hours assigned in Article 2 - Section A and shall be compensated accordingly. Released time for travel shall be provided in addition to any break time and duty free lunch period.

G. Each teacher shall be notified in writing two (2) weeks prior to the start of the school year of the classes he/she will be teaching.

Article 3
Physical Examinations

A physical examination by a licensed physician of the employee's choice is required of each employee upon his or her original appointment. The pre-employment physical will be reimbursed by the Board for the cost of the physical up to a maximum of one hundred dollars ($100.00) per examination. To avoid insurance fraud, a copy of the original bill and the "Explanations of Health Care Benefits" from employees health insurance company will be required before reimbursement will be made. Each examination shall include a check for tuberculosis certifying that such employee has the fitness to perform the tasks assigned. All personnel must file the results of such examinations with the Board Secretary.

The form to be used for the physical examination is attached to this Agreement in Schedule E.

Article 4
Employee Safety and Health

A. Personal Protective Equipment

The School District will provide its employees with such personal protective equipment and devices as may be specifically required by express provisions of federal and or state statutes, or regulations issued thereunder, to the extent that such laws or regulations specify safety and health standards applicable to the School District. The cost of any such personal protective equipment shall be borne by the School District, except that the replacement cost of any such equipment or device damaged and lost on account of employee negligence shall be borne by the employee.

B. Employee Reports of Personal Physical Assault

In the event that an employee is physically assaulted by a student or by another employee while performing assigned duties, the employee so assaulted shall immediately advise his or her immediate supervisor of that assault and shall provide any and all information and assistance pertaining thereto requested by the school administrator.

Article 5
Leaves of Absence

A. Sick Leave -- "Sick Leave" shall be defined as personal illness or disability of the employee. Each employee shall be entitled to sick leave as follows:

First year in the District - 10 days
Second year in the District - 11 days
Third year in the District - 12 days
Fourth year in the District - 13 days
Fifth year in the District - 14 days
Sixth and subsequent years in the District - 15 days

Sick leave shall accumulate up to a maximum of one hundred (100) days. An employee's one hundred (100) days are not reduced until his/her annual allotment of fifteen (15) days has been used.

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 20 of each school year. Employees shall be responsible for checking to verify the accuracy of such reporting prior to October 1.

Except as otherwise provided in the "Insurance" Article, any absence resulting from an accident or illness compensable under Worker's Compensation is not to be considered "sick leave" and is not to be charged to sick leave.

Any employee who will be absent from work must notify his/her principal or the principal's designee in advance whenever possible. If the absence is for consecutive days, the principal or his/her designee shall be notified of the probable date of return and any changes in that probable date of return. It is understood that the above described requirement of notice applies to every employee, regardless whether sick leave benefits are actually received by that employee. The principal or designee may require medical substantiation of any illness.

An employee returning from any illness, irrespective of whether sick benefits were received by the employee, may be required to furnish a medical doctor's certificate of health, to protect the well-being of students and fellow employees.

All sick leave entitlements shall terminate and/or be forfeited upon termination of employment for any reason.

Employees who exhaust all their accumulated sick leave may be granted an extended leave of absence without pay. The insurance premium will be paid by the Employer for the first month of said extended leave of absence beyond the month in which the sick leave entitlement is exhausted. After this, the employee has the option to pay his/her own insurance premium for the duration of their contract.

B. Personal Leave -- For reasons and upon conditions deemed appropriate solely by the administration, each regular full-time employee, employed for the entire school year, may be given up to a maximum of three (3) days personal leave with pay per school year. Personal leave requests shall be limited to matters that cannot be taken care of when school is not in session.

This leave cannot be used on a school day preceding or following school vacations or holidays. A teacher who, because of inclement weather or other unavoidable delay, is unable to return to school on time, may use a personal day after a holiday if a reasonable attempt is made to notify the administration prior to the school day.

Requests for personal leave must be submitted to the principal at least three (3) school days in advance of the day(s) to be used as personal leave. This application for leave must be in writing, signed by the employee and state the nature and purpose of the intended leave. It is understood that personal leave will be granted only if a suitable substitute can be secured by the administration to cover all duties assigned to the teacher requesting such leave.

These leaves will be granted only under circumstances whereby the personal leave entitlement will be reduced by one-quarter(1/4) day increments.

The employee has the option to carry-over one personal day per year. If an employee chooses not to use their personal days within a year, they will be reimbursed at the current substitute rate per unused day, up to a maximum of 3 days per year.

C. Professional Leave -- At the discretion of the administration, every regular full-time employee shall be entitled to request one (1) professional leave day per school year. This professional leave day will be paid by the district. All requests for additional professional leave days are encouraged and should be presented to the administration with a summary of how our school and curriculum will benefit from your attendance.

D. Bereavement Leave -- Regularly contracted employees employed for the entire school year will be entitled to four (4) days leave with pay per death for absence necessitated by the death of a spouse, parents, children, siblings, grandparents, grandchildren, mother-in-law or father-in-law. One (1) day leave per death of any relative not covered above. Bereavement leave may not accumulate from year to year.

E. Jury -- Any employee called for jury duty during school hours shall be provided such time with pay. Any fees or remuneration the employee received during such leave, over and above mileage, shall be turned over to the Olin Consolidated Independent School District.

F. Association Leave -- Up to two (2) days per year shall be available for the delegate of the Association to attend conferences, conventions, or other activities of the state organization so long as a suitable substitute can be secured by the administration to cover all assigned duties. Additionally, one (1) day per year shall be available for the alternate for this same leave. If a substitute is used to replace the alternate, the Association shall reimburse the Board in an amount equal to the cost of the substitute. Such leave shall be requested in writing at least five (5) school days prior to the proposed leave.

G. Other Leaves of Absence -- Leaves in addition to that provided in paragraphs A. through F. above may be granted for reasons and upon conditions deemed appropriate by the school administration. The administration reserves the right to request the employee to reimburse the school for the cost of a substitute. Approval by the school administration must be secured in advance.

H. Family Illness -- Up to five (5) days per year shall be available for regularly contracted employees who need to care for an ill and/or hospitalized child, spouse, or parent. Accumulated employee sick leave days will be used for family illness leave days

Article 6
Evaluation Procedure

The purpose of evaluation under this procedure is the improvement of the School District's instructional program.

Within four (4) weeks after the beginning of each school year, the administration shall acquaint each employee with the evaluation procedure by providing a copy of the formal evaluation instrument. No evaluation under this procedure shall commence earlier than five (5) days following such notification.

A career teacher will be evaluated by a trained evaluator employed by the School District at least once every three school years. An evaluation shall consist of no less than thirty (30) minutes of classroom observation. Recognizing that an evaluator may, in the course of the evaluation, be called away to attend to other administrative matters, it is mutually understood that these thirty minutes need not be consecutive.

The evaluation system includes:

1. Comprehensive evaluations for all beginning teachers by the end of their second year of teaching.
2. Performance reviews at least once every three years for career teachers.

The administration may evaluate a teacher at such times and in such a manner as it deems appropriate during a given school year.

Results of formal classroom observations under this procedure shall be in writing and a copy will be given to the teacher. A good faith effort will be made to hold a post-observation conference between the evaluator and teacher within 10 school days of the formal evaluation. The employee shall sign the evaluation results confirming that a conference has been held. The written evaluations will identify the areas of deficiencies, if any, as observed by the evaluator.

The conclusions of the evaluator shall fairly and accuratley reflect the employees performance.

The teacher shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his or her permanent file.

This article shall apply only to formal methods of evaluating actual in-class teacher performance. Nothing herein shall be deemed to restrict or otherwise limit the right of the Board or its designee to assess a teacher in areas other than actual in-class teaching performance. Any such assessment process shall not be limited to in-class observation. Employees shall have access to personal files in the manner and at times specified by law.

Article 7
Transfers

A. Generally

The provisions set forth below govern the procedures to be followed in the transfer of employees to grade, subject, activity, and school positions.

B. Voluntary Transfers

Employees desiring a change in any grade, subject, activity or school assignment, may request such change in writing submitted to his or her principal on or before April 15 in order for such request to be considered for the following school year. The administration will give consideration to available openings to such request, subject to proper preparation and certification of the applying employee.

C. Involuntary Transfers

"Involuntary Transfer" shall be defined as any change in assignment which is initiated by the administration and which has not been requested or is desired by the affected employee. If the change in assignment is permanent, that is, to be effective for an entire school year, notice of such involuntary transfer will be given in writing to the affected employee by August 1, immediately preceding that school year, unless the vacancy giving

rise to the transfer occurs on or after that date. However, no permanent involuntary transfer will be implemented until after the employee has been afforded an opportunity to discuss the transfer with the Administrator. It is understood that neither the notice requirement nor the meeting requirement set forth above will apply to any involuntary transfer which is not permanent as defined above. If an application is on file in accordance with Section B above for the position in question, the position will be filled by that applicant as long as that individual is equally qualified.

D. Decision

The criteria to be used in assessing qualification as well as the determination of an individual's qualifications rests with the Board.

Article 8
Salaries

A. Except as provided below, all certified personnel employed for the school year will be paid in accordance with the attached Schedule A.

B. In determining the placement of newly hired personnel on Schedule A, up to a maximum of twelve (12) years' credit may be granted for prior teaching experience in an accredited school. Moreover, for the purposes of initial placement or advancement of a newly hired employee on Schedule A, ninety (90) or more teaching days in this school district shall be considered one (1) year's experience.

In order for the School District to be able to attract and/or retain qualified teachers, the Board or its designee, shall have the discretionary authority to place newly hired teachers or currently employed teachers one (1) salary step advance on the teacher's salary schedule in addition to the normal salary step placement determined by prior experience and educational attainment. Any such advance salary step placement provided to any teacher shall in no way detract from that teacher's future movement through the salary schedule. Further, no newly hired or currently employed teacher at any time shall be placed more than one (1) salary step beyond the actual salary step for which that teacher is qualified through prior experience.

C. Upon appointment, or as soon thereafter as feasible, the school administration shall advise a newly-hired teacher of his or her assigned subject area and/or grade assignment. Subsequent to such appointment, changes in subject area and/or grade assignments shall be effected in accordance with Article 7, entitled "Transfers."

D. Any employee with prior teaching experience in the Olin Consolidated Independent School District shall, upon re-employment by this School District, be given full credit on the salary schedule for all outside teaching experience in accredited schools.

E. For purposes of the September payroll, placement on the salary schedule for any given year shall be determined as of September 1 of that year. Certified personnel must submit proof of completion of the specified requirements by that date in order to be entitled to advancement to a higher salary lane for that month. No more than one (1) salary step in the higher salary lane will be allowed. Hours accepted for advancement on the salary schedule shall be taken in areas directly related to the teaching assignment for the same contract year, and must receive approval from the Board of Education. All other requests must be filed no later than October 1 for purposes of salary lane adjustment for that year.

When an employee completes the requirement for lane advance mid-year, they will be allowed a lane change. The requests must be in writing by December 1st with proof of class completion attached. Pay will be one-half of the amount of the lane increase. The new salary will go into effect for the March through August pay periods.

F. Personnel will be assigned up to 3 responsibilities (ticket taking, etc.) per year. Any additional duties will be filled on a voluntary basis. Employees will be paid $20.00 per event over the required 3.

G. Professional Growth

Employees are encouraged to utilize available resources to improve instructional activities, curriculum development, and student-centered activities. Each employee is responsible for renewal of their educational license with the Department of Education.

H. Method of Payment

1. Pay Periods -- Each employee shall be paid in twelve (12) equal installments on the twentieth (20th) day of each month. The District will directly deposit checks to the financial institution of the employee's choosing. Employees shall receive their statements in a sealed envelope at their regular building and on regular school days unless otherwise designated by the teacher. New employees will be allowed a pay advancement of up to one half (1/2) their paycheck during the months of September and October. Arrangements for a pay advancement should be made through the Board Secretary. Employees will have the option to receive their summer pay in their June check. If an employee chooses this option they are required to notify the Business Office in writing no later than June 1st of each year. If sufficient funds are not available, as determined by the administration, then only teachers terminating employment will be granted their request for summer pay in June.
2. Exceptions -- When, during the school year, a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.

   Phase I payments will be paid in twelve (12) equal installments. Termination of Phase I funding will result in this subsection of Article 8 being rendered null and void.
3. Summer Checks -- Summer statements of earning, other than for summer school teachers, shall be mailed to the address designated by the employee.

I. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee, and make appropriate remittance for annuities, insurance, or any other existing plans or programs, and any new plans or programs mutually agreed upon by the Association and the Board.

J. Expenses of Traveling Employees

Employees who may be requested to use their own automobiles for field trips or other business of the District shall be reimbursed for all such travel at the rate set by Iowa Statute 79.9.

K. Employee Contracts

An employee who fails to sign and return his/her continuing contract by at least the twenty first day following the delivery date or the date that proof that delivery was attempted will not receive any negotiated salary increase for the contract year.

L. Employees will be compensated June 20th a single payment of $1,000 when the entire district reaches or exceeds State Proficiency levels in Reading, Science and Mathematics. Unilateral proficiency levels must be achieved in the 4th grade, 8th grade, and 11th grade, before payment is granted.

M. Certified staff members will be reimbursed for the cost to obtain a CDL license and S endorsement. There will be a limit of three certified staff members who can hold a school sponsored/reimbursed CDL license. If a resignation should occur within a three-year period (and still remain on staff), the said staff member will repay the Olin School District licensing cost prorated for the years not working. Certified staff members who hold a school sponsored/reimbursed CDL license will be expected to work, with pay, a minimum of five trips per year.

N. A "Market Place Adjustment" will be granted to a single individual employee who submits an applicant's name for a posted vacant coaching or teaching assignment that is approved by the School Board as a new hire. Exception: Current employees cannot self perpetuate their own name or any currently employed Olin staff person to gain this financial incentive.
Payment of 250.00 dollars will be made to the employee following the next pay period after the new hire has completed his/her first coaching season.
Payment of 500.00 dollars will be made in the June pay period to the employee only after the new hire has completed his/her first year of teaching assignment.

Article 9
Insurance

A. Health Insurance

Employees hired for the 2005-2006 school year forward:

The Board will pay for full amount of the individual employee's premium rate for Health and Major Medical Insurance for all regular personnel employed for the entire school year. Health and Major Medical Insurance premiums for spouse and/or dependents will be paid by the employee, and may with the employee's written authorization, be deducted from salary payments.

Employees hired for 2004-2005 school year and prior:

The Board will pay one dollar twenty cents ($1.20) less than the full amount of the individual employee's premium rate for Health and Major Medical Insurance for all regular personnel employed for the entire school year who request such coverage. Group Health and Major Medical Insurance premiums for spouse and/or dependents will be paid by the employees, and may with the employee's written authorization, be deducted from salary payments. If an employee chooses not to take single coverage as an employee benefit, that employee's salary will be increased in an amount equal to the individual premium cost for the year, less one dollar twenty cents ($1.20). Current employees will not be allowed to opt out of Health Insurance if it drops the district below the insurance carriers required participation rate.

Health Insurance A & D - New personnel hired for the 1989-90 school year and later, who are less than full time, will receive the single rate x FTE each month.

B. Disability

The Board will pay the full amount of the monthly premium for all regular personnel who request Disability Insurance.

C. Coverage

The Board provided insurance program shall be for twelve (12) consecutive months for each contract year. The Association will be consulted as to any changes of carrier and/or plan before any changes are made.

All insurance benefits shall be subject to the rules, regulations, and insurance policy terms of the insurance company providing such insurances.

D. Description

The Board shall provide each employee a description of the insurance coverage program within twenty (20) days of the beginning of the school year or date of employment.

Article 10
Dues Deductions

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form for payroll deduction shall be as set forth in Schedule D.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year, unless prior to June, the authorization form is properly revoked.

C. Duration

Such authorization shall be effective for one (1) year, and must be renewed annually by September 10.

D. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues by the end of the month following each regular pay period, and a listing of the employees for whom the deduction was made.

E. Liability

The Association agrees to hold harmless and to indemnify the Board, its member, and its administrative personnel against any and all claims, costs, suits, or other liability, including court costs, arising out of the application of this dues deduction Article.

Article 11
Rights

A. Public Employer Rights

It is recognized by the Association that the Board's operational and managerial responsibility arises from powers, rights, and authorities invested in it by law, including Section Seven (7) of the Public Employment Relations Act. Without limiting the foregoing, these rights include, but are not limited to, the following:

1. The right to determine the location and number of schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.

2. The determination of the financial policies of the Board, including its budget and its general accounting procedures, inventory of supplies and equipment procedures, and public relations.

3. The determination of the management, supervisory and/or administrative organization of each school or facility in the system and the selection of employees for employment in, or promotion to supervisory, management and/or administrative positions.

4. The right to enforce the rules and regulations now in effect and from time to time modify existing or establish new rules and regulations for the conduct of its business and of its employees so long as these rules and regulations do not conflict with express provisions of this Agreement.

5. The creation, combination, modification or elimination of any teaching position or department deemed advisable by the Board.

6. The determination of the size or composition of the working force, the determination of policies affecting the selection of employees, the establishment of quality standards and judgment of employee performance, and the determination of the competence and qualifications of the employees.

7. The right to schedule classes and to select textbooks, teaching aids and material.

8. To take whatever action may be necessary in situations of emergency.

9. To utilize temporary, provisional, part-time or seasonal employees when deemed necessary by the Board.

10. The Board, in consultation with the school administration, shall determine the grading policies of the District. The teaching staff shall adhere to such grading policies. It is agreed that no grade assigned by a teacher will be changed by the administration without the teacher being afforded an opportunity to discuss the matter with the administration. Final decision as to the grade to be assigned rests with the administration.

Nothing in this Agreement shall limit in any way the Board's contracting or sub-contracting of work or shall require the Board to continue in existence any program in its present form and/or location or on any other basis.

It is recognized that the Board retains exclusively all functions and rights to act not specifically nullified by express provisions of this Agreement.

B. Public Employee Rights

Public employees shall have the right to:

1. Organize, form, join, or assist any employee or organization.

2. Negotiate collectively through representatives of their own choosing.

3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this Act or any other law of the state.

4. Refuse to join or participate in the activities of employee organization, including the payment of any dues, fees or assessments, or service fees of any type.

   The Board, pursuant to Chapter 736A of the Code of Iowa and the Public Employment Relations Act of 1974, hereby agrees that every employee of the Board shall have the right to freely choose to organize, join, and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. The Board further agrees that it shall not directly or indirectly discourage, encourage, deprive or coerce any employee in the enjoyment of any rights conferred by this Agreement, laws of Iowa, or the Constitution of Iowa and the United States: that it shall not discriminate against any employee with respect to hours, wages, or terms and conditions of employment by reason of his/her membership in the Association, his/her participation in activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or law or otherwise with respect to any terms or conditions of employment.

   Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under Iowa School laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Association Rights

1. Use of Facilities: The Olin Education Association and its members shall have the right to make use of school buildings and facilities for meetings and such equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use. Meetings will be scheduled with the building Administrator and his/her approval secured in advance.

2. Communication: The Association shall have the right to post notices of activities and matters of Association concern on enclosed faculty bulletin boards, in areas designated for employee use, such as teachers' lounges and workrooms, but not in areas open to the public or students. The Association may use the employee mailboxes for communications to employees.

3. Access to Members: Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this access shall not interfere with any employee's performance of assigned duties or interrupt normal school operations. Such representatives will notify the building administrator and secure his/her approval prior to contacting the employee(s).

4. Consultation: The Association may request a copy of a prepared agenda for a regular public meeting from the Superintendent.

Article 12
Grievance Procedure

A. Definition and Purpose

A "grievance" shall mean a claim that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

A "grievant" shall mean an employee or group of employees or the Association filing the grievance.

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any step of the procedure.

B. Procedure

1. All employees covered by this Agreement shall have the right to present a grievance, meet and adjust individual complaints with their supervisors in accord with Section 17.1 of the Act or in accord with these procedures.

2. Any aggrieved employee may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest. The Association shall have the right to grieve any adjustment of the employee's claim if such adjustment is inconsistent or contrary to the provisions of this Agreement.

3. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance, in writing, to the Superintendent directly and the processing of such grievance shall be commenced at Step 3.

4. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

5. Insofar as the law allows, all meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties of interest and their designated or selected representatives, heretofore referred to in this Article.

6. The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any future appeal on that occurrence. An administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits may be extended by five (5) school days at any one Step at the request of either party. Further extension of time limits may be made by mutual agreement.

7. It is agreed that any investigation of other handling or processing of any grievance shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee, employees, or of the teaching staff.

C. Steps

1. Step 1. An attempt shall be made to resolve any grievance in informal, verbal discussion between the claimant and his/her building administrator.

2. Step 2. If the grievance cannot be resolved informally, the grievant shall file the grievance in writing with his/her building administrator, and at a mutually agreeable time, discuss the matter with him/her. The written grievance shall state the nature of the grievance, shall note the specific contract clause or clauses of the Agreement alleged to have been violated, misinterpreted, or misapplied, and shall state the remedy requested. The filing of the formal, written grievance at Step 2 must be within twenty (20) school days from the date of occurrence of the event giving rise to the grievance. The building administrator shall make a decision of the grievance and communicate it in writing to the grievant and the Superintendent within ten (10) school days after receipt of the grievance.

3. Step 3. In the event a grievance has not been satisfactorily resolved at Step 2, the grievant shall file, within five (5) school days of the building administrator's written decision at Step 2, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the grievant and the Superintendent and his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) school days of the Step 3 grievance meeting and communicate it in writing to the grievant and the building administrator.

4. Step 4. If the grievance is not resolved satisfactorily at Step 3, there shall be available Step 4, impartial, binding arbitration. The Association may submit, in writing, notice on behalf of the Association and the grievant to the Superintendent within thirty (30) calendar days from receipt of the Step 3 answer, to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two (2) parties within seven (7) school days, after said notice is given. If the two (2) parties cannot reach agreement on an arbitrator within seven (7) school days, the Federal Mediation and Conciliation Service shall be requested to provide a list of seven (7) arbitrators. With the party winning a coin toss striking first, each of the parties shall alternately strike one (1) name at a time from the list until only one (1) shall remain. The person whose name remains shall be the arbitrator. The decision of the arbitrator will be binding upon the parties. The arbitrator, in his/her written award, shall not amend, modify, nullify, change, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented in writing by the School District and the Association and the decision must be based solely and only upon interpretation of the meaning or application of the express relevant language of the Agreement.

Expenses for the arbitrator shall be borne equally by the Board and the Association.

Article 13
Waiver

The Board and the Association agree that neither party will be obligated to negotiate over any matter during the term of this Agreement.

Article 14
Compliance Clauses and Duration

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

B. Printing Agreement

Copies of this agreement shall be printed at the expense of the Board within sixty (60) days after the agreement is signed. The Board shall provide the Association with five (5) copies. A copy of the Agreement shall be presented to each employee now employed or hereafter employed.

C. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such address as may be designated by a party in written notification to the other party.

1. If by Association, to Board at: Olin Consolidated Independent School
   Olin, Iowa 52320

2. If by Board, to Association at: Olin Education Association
   Olin Consolidated Independent School
   Olin, Iowa 52320

D. Duration

This agreement shall become effective August 15, 2006, and shall remain in full force and effect up to and including August 14, 2008, and shall continue from year to year thereafter unless either party gives the other party written notice of its desire to modify or terminate this agreement on or before October 1 in any succeeding year.

The total package increase for the 2007-2008 school year will be 4%.

Article 15
Employee Staff Reduction

A. As per board policy.

2006-2007
SCHEDULE A
Includes Phase II Money

Base Salary = 25,050.00

LANE ⇨ STEP ⇩	I BA	II BA + 12	III BA +24	IV MA
1	1.00 25,050.00	1.04 26,052.00	1.08 27,054.00	1.12 28,056.00
2	1.04 26,052.00	1.08 27,054.00	1.12 28,056.00	1.16 29,058.00
3	1.08 27,054.00	1.12 28,056.00	1.16 29,058.00	1.20 30,060.00
4	1.12 28,056.00	1.16 29,058.00	1.20 30,060.00	1.24 31,062.00
5	1.16 29,058.00	1.20 30,060.00	1.24 31,062.00	1.28 32,064.00
6	1.20 30,060.00	1.24 31,062.00	1.28 32,064.00	1.32 33,066.00
7	1.24 31,062.00	1.28 32,064.00	1.32 33,066.00	1.36 34,068.00
8	1.28 32,064.00	1.32 33,066.00	1.36 34,068.00	1.40 35,070.00
9	1.32 33,066.00	1.36 34,068.00	1.40 35,070.00	1.44 36,072.00
10	1.36 34,068.00	1.40 35,070.00	1.44 36,072.00	1.48 37,074.00
11		1.44 36,072.00	1.48 37,074.00	1.52 38,076.00
12		1.48 37,074.00	1.52 38,076.00	1.56 39,078.00

The Board of Education and the OEA mutually agree that Phase II and Phase III funds provided by the State are to be used to supplement teacher salaries and should the state shift the funding, then the monies will be incorporated into the existing contracts prior to the negotiations that follow this shift of funds.

2006-2007
SCHEDULE B
Supplemental Pay

Base Salary = 25,050.00

ACTIVITY	% of BASE	SALARY
Head Coach - Football - Basketball	11%	2,755.50
Head Coach - Volleyball - Baseball - Softball	11%	2,755.50
Asst. Coach - Football - Basketball - Baseballl - Softball	7%	1,753.50
Asst. Coach - Volleyball	7%	1,753.50
High School Track	9%	2,254.50
Cross Country Coach	6%	1,503.00
Golf Coach	6%	1,503.00
Team Chaperone	2%	501.00
Cheerleading Sponsor	3%	751.50
Pom Pon	3%	751.50
Instrumental Music Director	10%	2,505.00
Vocal Music Director	8%	2,004.00
Yearbook Advisor	5%	1,252.50
Drama Coach (per event)	4%	1,002.00
Speech Coach	6%	1,503.00
School Paper Advisor	2%	501.00
Student Council Sponsor	1.5%	375.75
Junior Class Sponsor	1.5%	375.75
Junior High Football	5%	1,252.50
Junior High Volleyball	5%	1,252.50
Junior High Boys Basketball	5%	1,252.50
Junior High Girls Basketball	5%	1,252.50
Junior High Boys Track	5%	1,252.50
Junior High Girls Track	5%	1,252.50
Junior High Girls Softball	5%	1,252.50
Junior High Boys Baseball	5%	1,252.50

The District shall endeavor, where reasonably possible, to make athletic coaching assignments no later than thirty (30) days prior to the beginning of the duties for the athletic coaching assigment. All other supplemental pay assignments will be made as soon as it is reasonably possible to do so.

SCHEDULE C
Grievance Report
Step 2 Grievance

Olin Consolidated Independent School District

Date Filed _____

_____
Name of Grievant

_____
Address

_____
Phone

Distribution of Form(s)
1. Board of Education
2. Employee Involved
3. Appropriate Supervisor
4. Superintendent

A. Date and time alleged violation occurred _____

B. Contract provision(s) alleged to be violated _____

C. Statement of grievance _____

_____

D. Relief Sought _____

E. Possible witnesses and/or supporting documents _____

_____

_____ _____
Signature of Grievant Date

DISPOSITION BY PRINCIPAL OR IMMEDIATE SUPERVISOR

_____

_____

_____

_____ _____
Signature of Principal or Immediate Supervisor Date

****

Grievance Report
Step 3

_____ _____
Signature of Grievant Date Received by Superintendent

DISPOSITION BY SUPERINTENDENT OR DESIGNEE

_____

_____

_____

_____ _____
Signature of Superintendent or Designee Date

****

Grievance Report
Step 4

_____ _____
Signature of Grievant Signature of Association President

_____ _____
Date Submitted to Arbitration Date Received by Arbitrator

DISPOSITION AND AWARD BY THE ARBITRATOR _____

_____

SCHEDULE D

Dues Deduction Authorization Form

For Employer Use Only Authorization for Payroll Deduction fpr Education Association Dues
Do Not Fill Out

Employee Number

First Name Initial Last Name

Date Started Amount

I hereby request and authorize the Board of Education of:

Changes

Date Amount

Date Amount

as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the revailing rate of dues which amount is to be remitted each month for me and on my behalf to the Treasurer of:

Date Amount

Name of Local Association (affiliate of the UniServ Unit, ISEA, NEA)

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from the date hereon, and shall thereafter continue for successive periods of one (1) year unless revoked in writing by a thirty (30) day notice to my employer and to said organization.

Date

Signature

Employee Physical Form

Olin Consolidated Independent School District

Employee (Patient) Name _____

Date: _____ Phyician:_____

This is to certify that the above named individual has been examined by me, found to be free of communicable disease, and is, in my consideration, physically able to carry out his/her duties as an employee of the Olin Consolidated Independent School District.

A tuberculin test was done and the results were _____.

Type of tests: Tine_____ Other _____

Other comments:

_____
Physician Signature

In Witness where of the undersigned have executed this agreement on dates hereinafter shown.

Olin Education Association

By: Melissa Wood Date: 3-28-06
President

By: Shari Glenn
Association Negotiator

Olin Consolidated Independent School District

By: Mike Hansen Date: 4-17-06
Board President

By: Charles B. Lofin
Board Negotiator