Orient-Macksburg CSD Orient-Macksburg EA 7/1/2006 6/30/2007

ORIENT-MACKSBURG CSD/EA 06-07

MASTER AGREEMENT

Between

ORIENT-MACKSBURG
COMMUNITY SCHOOL DISTRICT

And

ORIENT-MACKSBURG
EDUCATION ASSOCIATION

2006-2007

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ARTICLE I
PREAMBLE

The Board and Education Association declare that providing a quality education for the student of Orient-Macksburg Community Schools is their mutual desire.

RECOGNITION

The Orient-Macksburg Community School District is recognized as a public employer governed by the Board of Directors. The Orient-Macksburg Education Association (OMEA), as determined and ordered by the Public Employment Relations Board (PERB), is recognized as the sole and exclusive bargaining agent for regular, hereinafter named, employees of the employer, including all:

> Regular, full-time certified and regular part-time certified teachers including counselors, librarians, and special education teachers under contract with Orient-Macksburg Community School District, Orient Iowa.

and excluding:

> substitute and interim teachers, teacher's aides, and teacher associates, and all other employees excluded by Section 4 of the Act.

DEFINITION

1. The term "Board" as used in this Agreement, shall mean the Board of Directors of the Orient-Macksburg Community School District or its duly authorized representatives.

2. The term "Employee" as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

3. The term "Association" as used in this Agreement, shall mean the Orient-Macksburg Education Association or its duly authorized representatives.

ARTICLE II
MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers, or authority granted to or necessary in the administration of the school district by lay are retained by the Board. Provided that none of the clauses in this Agreement in any way abrogate or diminish the above mentioned rights and authority of the Board, the Board shall not exercise its rights so as to violate any of the specific provisions of this Agreement.

ARTICLE III
GRIEVANCE PROCEDURES

A. ASSOCIATION RIGHT TO REPRESENT

1. The OMEA may process and/or continue a grievance by a majority vote of the OMEA through all levels of the grievance procedure whether or not there is an individual employee who wishes to do so.

2. Class grievances involving more than one supervisor and grievances involving an administrator above the building level shall be filed by the Association at Step 2.

3. Alleged violations of Association rights shall be initiated at Step 2.

4. The Association may continue and submit to arbitration any grievance filed and later dropped by a grievant, if the grievance involves a question of the application or interpretation of this Agreement.

B. INDIVIDUAL RIGHTS

A grievant may be represented at all pre-arbitration stages of the grievance procedure by himself/herself or, at his/her option, by an Association representative selected by the Association. If a grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The grievant may have the right to continue the grievance procedure even though the Association does not feel it is warranted.

C. TIMELINESS

Failure of the appropriate administrator or administrative body to render a decision within the specified time limits shall be construed to be a decision in favor of the grievant.

D. STEP 1

Within twenty (20) school days following the act or the condition which is the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) school days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the grievant and the Association with a written answer to the grievance within five (5) school days after the meeting. Such answer shall include the reasons upon which the decision was based.

E. STEP 2

If the grievant is not satisfied with the disposition of his/her grievance at Level 1, the grievance may be referred to the Superintendent or his official designee. The Superintendent shall arrange for a conference with the grievant and the Association which shall take place within ten (10) school days of the Superintendent's receipt of the appeal. The Association shall have the right to include in the conference such witnesses and representatives as it deems necessary to develop facts pertinent to the grievance. Upon the conclusion of the conference, the Superintendent shall provide his/her written decision, together with the reasons for the decision, to the Association within ten (10) school days.

F. STEP 3

1. SUBMISSION TO ARBITRATION

If the grievant is not satisfied with the disposition of the grievance at Level II, he/she may request that the Association submit his/her grievance to arbitration. If the Association determines that the grievance has merit, it will notify the Superintendent with written notice five (5) school days prior to submitting the grievance to arbitration. If the Association does not agree with the grievant, the grievant has the right to continue with the grievance process.

2. SELECTION OF THE ARBITRATION

Within ten (10) school days after such written notice of submission to arbitration, the Superintendent and the Association may attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) school day period, a request for a list of arbitrators shall be made to the PERB by the moving party. The parties shall be bound by the rules and procedures of the PERB.

3. POWER OF THE ARBITRATOR

The arbitrator selected will confer with the representatives of the Board and the Association, hold hearing(s), and issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearings, or, if oral hearing have been waived, from the date the final statements, proofs, and/or briefs are submitted. The parties will be bound by the rules and procedures of the PERB.

The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of the grievance and substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator; but in no event shall an arbitrator resolve the arbitrability of a grievance without first having heard the merits of the grievance. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be empowered to include in any award such remedies as he/she may deem proper. The decision of the arbitrator shall be final and binding upon the parties, not subject to appeal. The arbitrator's decision shall not amend, modify, nullify, delete, ignore, or add to the provisions of this Agreement.

4. COSTS OF ARBITRATION

The costs for the services of the arbitrator, including per diem expenses, if any, travel and subsistence expenses, and the cost of any hearing room will be borne equally by the Board and the Association. If the grievant continues a grievance procedure

which the Association feels is unwarranted, the Board and the grievant will equally share the costs.

G. NO REPRISALS

No reprisals of any kind will be taken by the Board, the school administration, or their representatives against any bargaining unit member because of any participation in this grievance procedure.

H. COOPERATION OF BOARD AND ADMINISTRATION

The Board and the administration shall cooperate with the Association in the investigation of any grievance and, further, shall furnish the Association such information as is requested for processing of any grievance.

I. GRIEVANCE LEAVE

If the investigation or the processing of any grievance requires that a bargaining unit member or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

J. GRIEVANCE FILES

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

K. YEAR-END GRIEVANCE

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the school year to follow could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by one-half (1/2) so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as the time limits set forth here will provide.

ARTICLE IV
DUES DEDUCTION

A. Any employee covered by this Master Contract Agreement may, upon written notice to the Association, authorize a payroll deduction for

regular current annual dues for memberships in only the Orient-Macksburg Education Association, Iowa State Education Association, and the National Education Association.

B. Payroll deduction shall be arranged whereby dues will be deducted from each employee's check in twelve (12) consecutive equal installments.

C. The Association shall provide the District Secretary with an authorized list of members' names for whom membership dues are to be deducted and the amount to be withheld for each member. The authorized list shall be submitted twenty (20) days prior to the District's monthly payroll date.

D. The Association does hereby agree to indemnify the Board, Board Secretary, Treasurer, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability including court costs arising out of the application of the provisions of the Master Contract Agreement relating to dues deduction.

E. Excluded from this provision of this Master Contract Agreement shall be initiation fees, special assessments, back dues, fines, similar items, or political contributions or amounts for any political action committee.

F. It shall be the responsibility of the Association to inform members of the voluntary dues deduction system and procedure.

G. It shall be the duty of the employee to give the Board Secretary written notice by the fifth of each month if the member is terminating the dues deduction.

ARTICLE V

FINALITY AND EFFECT OF AGREEMENT

A. This Agreement supersedes and cancels all previous collective bargaining agreements between the School District and the Association or any employee and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

B. The parties acknowledge that the understandings and agreements arrived at through collective bargaining are set forth in this Agreement. Therefore, the Board and the Association each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate any matter, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter during the term of this Agreement.

ARTICLE VI
SEPARABILITY

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

ARTICLE VII
PRINTING AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. One (1) copy of the Agreement shall be provided to each member of the bargaining unit.

ARTICLE VIII
DURATION PERIOD

This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007. The salary and fringe benefits provisions shall become effective at the beginning of the first pay period of the 2006-2007 school year. September 20, 2006.

ARTICLE IX
WAGES AND SALARIES, SUPPLEMENTAL PAY

A. WAGES AND SALARIES

1. SALARY

The salary schedule for employees covered by this Master Contract Agreement is set forth in the schedule which is attached hereto and made a part thereof.

2. ADJUSTMENTS TO SALARY SCHEDULE

Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this Agreement and in accordance with Section c. below.

3. ADVANCEMENT ON SALARY SCHEDULE

a. The Board reserves the right to withhold salary increases for just cause when an employee's work is unsatisfactory.

b. The Board reserves the right to withhold salary, wages and benefits of any increase when an employee returns an offered contract later than thirty (30) days from the offering date. Said salary increase will be withheld for one contractual year.

c. Employees on the regular schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he/she shall file an official transcript, grade report, or instructor's written statement as evidence of additional educational credit with the Superintendent no later than ten (10) school days after the beginning of the school year.

d. Employees on the salary schedule shall be granted one (1) vertical increment or step on the schedule for each year of service until the maximum for their educational classification is reached. To receive a step increase in a subsequent year, an employee's contracted period, from starting date through ending date, must encompass at least 90 calendar work days.

e. All credits to be applied to advancement in training lanes through the BA plus 12 category must be approved in advance by the Superintendent, be attained at an accredited college or university which awards at least a baccalaureate degree, and be in the employee's teaching field. Any credits beyond the BA plus 12 category must be graduate hours in the employee's teaching field and must be approved in advance by the Superintendent.

4. METHOD OF PAYMENT

All salaries shall be paid on a twelve (12) month basis, the 20th of each month being designated a "pay day" unless the 20th shall fall on a Saturday, Sunday, or holiday, in which case the monthly salary shall be paid on the preceding school day. Employees shall be paid by direct deposit. Unavoidable delays in meeting pay day shall not be grievable. Persons retiring will be paid after their last work day if funds are available.

B. SUPPLEMENTAL PAY

1. Employees covered by this Master Contract shall be compensated in accordance wit the Extra Duty Schedule for co-curricular assignments made by the Board of Education. The OMEA President and Chief Negotiator shall be notified within five (5) school days of the creation of any new position(s) to the extra-duty schedule or any changes in extra-duty personnel.

2. Employees who give up their prep period to fill in as a substitute shall receive compensation in the amount of $17.50 per hour. Employees shall fill out proper forms in order to receive compensation.

ARTICLE X
HEALTH INSURANCE

A. COVERAGE

Board-approved insurance programs shall be for twelve (12) consecutive months (beginning July 1 and ending June 30) for continuing employees. A new employee may enroll in the health plan on the first of any month following the signing of his/her contract, but the Board contribution to the health plan premium will not begin until the first of the month following the new employee's first pay day. The School District will pay five hundred twelve ($512) dollars per employee for health and major medical insurance. Coverage will be comparable to the coverage in effect during the immediately previous school year. Employees who work less than one-half (1/2) time shall not be eligible for any School District contribution.

B. DESCRIPTIONS

Descriptions of Board-approved insurances shall be available to employees as required by law and subject to availability from the insurance carrier.

C. CONTINUATION

An employee on an unpaid leave of absence approved by the Board shall have the option to continue to participate in the health and major medical insurance program by paying the premium himself/herself prior to the billing due date. The Board will inform the employee of the billing due date and the amount of the premium at the time of the commencement of the leave and the time of any change.

D. SELECTION OF CARRIERS

All insurance program carriers shall be selected jointly by the Board and the Association and shall remain carriers until mutual agreement to change carriers is reached between the Board and the Association. Should a reduction in benefits occur, the Board and Association will agree on a course of action.

E. BOARD-PROVIDED INSURANCE PROGRAMS

1. TAX-SHELTERED ANNUITIES

Any employee who waives health insurance by the District because of health coverage elsewhere shall be entitled to a monthly tax-sheltered annuity payment of $65.00 per month. Participation date in the program will be on or before October 15th of each contractual year. Employees not signed up with the Board Secretary by the participation date will not be allowed to enter the program until the following contractual year.)

2. DISABILITY

Each employee shall be covered by a long term disability insurance program, fully paid by the Board.

ARTICLE XI

LEAVE

A. FUNERALS

Employees covered by the Master Contract shall be granted leave of absence at full pay for funerals, not to exceed two (2) days per year, for other than immediate family members.

B. BUSINESS - PERSONAL LEAVE

Employees covered by the Master Contract will be allowed two (2) days for absences each year for business or personal activities. A written notice of this leave shall be presented to the employee's principal at least three (3) days in advance of the leave. *Explanation of leave is not required.* The Superintendent has the power to grant exceptions. An explanation is required for an exception.

Business-personal leave will not be granted for one (1) school day before or after vacations, for five (5) school days before the last day of classes, or on a parent-teacher conference day. In determining the one and five day limits, the count will be made backward from the school day before the leave is to commence. The Superintendent has the power to grant exceptions.

The employer agrees to purchase one day of unused personal/business leave for each professional employee at the current substitute pay, or allow the employee to carry over one (1) personal/business day to the next year to accumulate a maximum of three (3) business/personal days in any given year. The employee must request this reimbursement or carry over day in writing and the request must be received in the District Office by June 1 of each year so payment can be made with the June 20 paycheck.

C. SICK LEAVE

Employees covered by the Master Contract are granted leave of absence for personal illness or injury with full pay in the following minimum amounts:

1. The first year of employment ..... 10 days
2. The second year of employment..... 11 days
3. The third year of employment ..... 12 days
4. The fourth year of employment..... 13 days
5. The fifth year of employment..... 14 days
6. The sixth and subsequent years of employment .. 15 days

The above amounts of sick leave shall apply only to consecutive years of employment, in the Orient-Macksburg Community School District. Sick leave may be accumulative to a total of one hundred twenty (120) days. Maximum of one hundred twenty (120) days of sick leave plus the current year's days may be used in any one (1) school year.

Employees shall be given a written accounting of accumulated sick leave on the last day of each school year.

Sick days may be used by the employee to care for their sick child (dependent child living at home or enrolled in an accredited post-secondary educational institution and below the age of twenty-four), or for the employee's or immediate family (spouse, child) medical or dental diagnostic appointments (not routine appointments such as a checkup or physical) up to a limit of nine (9) days. Exceptions may be granted by the Superintendent. Grievance procedures are not applicable to this section.

D. PARENTAL LEAVE

The Orient-Macksburg Community School District will comply with the Federal Family and Medical Leave Act (FMLA) of 5 August, 1993, which allows eligible employees who have worked at least 1,250 hours in the past 12 months, up to 12 weeks of unpaid leave during any 12 month period for a child's birth, adoption or foster-care arrival. Leaves may also be taken to care for a spouse, parent or child with a "serious health condition," or for an employee's own "serious health condition" which prevents the employee from performing the functions of his or her position. A "serious health condition" is any illness, injury, impairment or physical or mental condition that involves either inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider.

The employee shall have the opportunity to continue all fringe benefits for the duration of the leave at the employee's expense.

E. IMMEDIATE FAMILY DEATH AND/OR SERIOUS ILLNESS

Leaves for death and/or serious illness in the family will be granted on the following basis:

Up to five (5) days per occurrence: spouse, child, parent, sibling, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law.

Up to two (2) days per occurrence: grandparent, brother-in-law, sister-in-law, grandparent-in-law, niece, nephew, aunt, uncle.

No deduction of pay shall be made for the days of absence so granted. The leave is noncumulative from year to year.

F. EMERGENCY LEAVE

Emergency leaves, not covered in this Agreement, may be granted by the principal or Superintendent. Costs of a substitute will be deducted from the salary of the employee being granted emergency leave. Determination whether such a leave will be paid or unpaid will be at the sole, exclusive, and final decision of the Board of Education. Grievance procedures are not applicable in this section.

The employee shall have the opportunity to continue all fringe benefits for the duration of the leave at the employee's expense.

G. JURY DUTY

Any employee who is called for jury duty or subpoenaed for school related causes for the Orient-Macksburg School District during school hours shall upon presenting such evidence to the principal be granted a leave of absence at full pay for lost time. Remuneration received by the employee on days when students are in session; over and above expenses for jury duty shall be turned over to the District Secretary and deposited in the District's general fund account.

H. ASSOCIATION LEAVE

The OMEA Officers or designees may have four (4) days leave annually, with full pay, for the officers or designees to attend Association conventions/meetings. The OMEA will pay for costs of substitutes if

hired. A written request for the Association leave should be made five (5) days in advance.

I. PROFESSIONAL LEAVE

Each employee will be allowed Professional Leave each school year. Requests for this leave shall be submitted to the building principal ten (10) working days in advance and need principal approval. It is recommended that this professional leave have a direct correlation to the District's goals, but will be approved if deemed by the building administrator to be educationally beneficial for the employée and the District. Costs of all registration fees, lodging, and transportation will be the responsibility of the District. The employer will pay the cost of the substitute teacher is one is required. Upon return from the professional leave, the employee shall submit a written description to their building principal within five working days, as to what was learned, how that learning will be implemented into the classroom and the educational benefit for the students.

J. ADOPTION

Adoption leave will be dealt with on the same basis as parental leave.

ARTICLE XII
TEACHER WORK YEAR

The work year for members of the bargaining unit shall be 187 days. Additional days may be added to the contract if the state funds payment of the same. To the extent that the state funds less than per diem, but requires the additional days, the parties to negotiate pay for the additional days. Failure to agree will then mean impasse procedures may be used.

ARTICLE XIII
STAFF REDUCTION PROCEDURES

A. STAFF REDUCTION BASIS

An employee may be laid off only for financial or enrollment reasons.

B. NOTIFICATION

Notification of layoff shall be as required by law per Iowa Code Chapter 279.

C. LAYOFFS

In the event that necessary staff reductions cannot be accomplished by attrition, the following criteria should be used in determining which employee(s) should be terminated: teaching experience in the Orient-Macksburg Community School District, breadth of certification endorsements, and employee evaluations.

D. RECALL

Any employee terminated under the above provisions shall be invited to interview for any positions within their certification area for a period of four (4) years from the date of termination if such request, in writing, is made known to the Superintendent of Schools within thirty (30) days from the time the employee received notification of termination. Terminated employees shall be responsible for notifying the Business Manager by May 15th each of the four years to remain on the list.

E. CONTINUED BENEFITS

1. All employees on recall will be offered a position on the substitute teacher list.

2. All benefits to which the employee was entitled at the time of his/her layoff, including but not limited to unused accumulated sick leave, will be restored to the employee upon his/her return to active employment, and the employee will be placed on the proper step of the salary schedule for the employee's experience and education at the time of recall.

3. An employee on recall is eligible to file a grievance under the grievance procedure, but all costs incurred in the grievance procedure shall be shared by the grievant and the Board of Education.

F. TRANSFER

First consideration for vacancies shall be given to present employees who are qualified to fill the vacancies, then to laid-off employees who are qualified to fill the vacancies and finally, to new applicants. If a present employee is not awarded the position, the employee will be given a written notification stating that the position has been filled and a statement of reason.

ARTICLE XIV
PROFESSIONAL GROWTH PLAN

I. Staff Evaluation

Each school year, employees shall be presented with the evaluation procedures and instruments. No evaluation shall take place until such orientation has been completed.

II. Tier 1

Teachers in their first or second year of the profession, or career teachers, who are in their first year of teaching for the District, shall be considered Tier 1 teachers. The cycle for Tier 1 shall consist of both formal and informal observations, initiated by the evaluator. The evaluator shall conduct a minimum of three formal observations and minimum of three walkthroughs. At least one of the formal observations shall also include a pre-observation conference to be held a minimum of two work days before the observation, and post-observation conference to be held no more than 8 work days after the observation, between the evaluator and teacher. Teachers in Tier 1 will be involved in a minimum of one summative conference in year one and the summative shall be presented in written form. The summative conference shall be conducted by April 15 and documented as required by the State of Iowa. In year two (year one for career teachers new to the District), teachers in Tier 1 will be involved in a written comprehensive review on or before April 15.

III. Tier 2 (Career Teachers)

Tier 2 is for licensed teachers who have earned regular teaching licenses and are not in Tier 3. A teacher in their third year of probation pursuant to the Iowa Code shall be evaluated using the same methods as in Tier 1. For all others, a three year evaluation cycle will be established by the evaluator except when movement to Tier 3 occurs.

During year one of the cycle, each staff member shall create an individual career development plan linked to the District's career development plan. Plans must be submitted to the evaluator by October 1 of year one.

During year one and year two of the cycle, the evaluator and teacher shall meet by April 15. During this meeting, the teacher and evaluator shall discuss the progress of the teacher on the Individual Career Development Plan and on the Iowa Teaching Standards and Criteria.

Each year of the three-year cycle, the evaluator shall conduct a minimum of three walkthroughs. The evaluator may also formally observe the teacher, at any time the evaluator determines; however, the evaluator shall formally observe the teacher a minimum of at least one time in year three of the cycle. At least one formal observation shall include a pre-observation conference to be held a minimum of two work days before the observation, and a post-observation conference to be held no more than 8 work days after the observation, between the evaluator and teacher.

On or before the beginning of year three, the final completion of the Individual Career Development Plan will occur. A written review will be completed by the evaluator after both the teacher and evaluator have met regarding the teacher's progress and outcomes on the Individual Career Development Plan. In addition, a three year summative performance review will be conducted by the evaluator. The teacher shall provide the evaluator a portfolio linking artifacts to the Iowa Teaching Standards and Criteria. By April 1 of the third year of the cycle, the evaluator shall make one of the following recommendations to the Superintendent:

(1) The teacher has demonstrated growth in the goal areas and no change is recommended to the teacher's continuing contract.

(2) The teacher has not demonstrated growth in the goal areas and as determined by the principal to be in need of intensive assistance. Intensive assistance shall be provided for a period not to exceed six (6) calendar months. A summative review will be scheduled near the completion of intensive assistance.

IV. Tier 3 (Intensive Assistance)

When the evaluator determines, at any time, the teacher is not meeting one or more of the following:

(1) District expectations under the Iowa Teaching Standards 1 - 7 and Criteria (Standard 8 is excluded);

(2) The Individual Career Development Plan; or

(3) Any other standards and criteria that the District has established; the evaluator shall recommend to the Superintendent that the teacher participate in the Intensive Assistance Plan. The process may begin at any time but is not to exceed six (6) months in duration.

The review of the teacher in Intensive Assistance shall be made by the evaluator. At the conclusion of the designated timeframe, one of three recommendations shall be made:

(1) The problem is resolved and the staff member is removed from Intensive Assistance.

(2) Progress is noted, the timeline is extended, but may not exceed an additional six (6) months (i.e., total of plan not to exceed twelve (12) months according to Iowa law) and work continues in the assistance phase.

(3) The problem is not resolved and/or inadequate progress is noted. Action may then be taken by the District to terminate the teacher's contract.

Tier 3 is not grievable.

V. Remedy

A non probationary employee may file a grievance concerning any Tier I or Tier II evaluation as permitted by the Grievance Procedure Article of this Agreement.

VI. Miscellaneous

An employee has the right to respond in writing to specific items on their evaluation within ten (10) days of the post-evaluation conference. Any employee has the right to review evaluation in his/her evaluation file.

VII. The teacher may submit artifacts to the evaluator, at the time of a formal observation, which provides evidence of meeting the Iowa Teaching Standards and Criteria.

VIII. If during any formal or informal observation the evaluator determines the teacher is not meeting one or more of the Iowa Teaching Standards, the teacher shall be notified in writing within ten (10) working days or at the time of the post-observation conference.

ARTICLE XV
SUPERVISION OF STUDENTS

Employees covered by the Master Contract are expected to assume responsibility for supervision of students during the school day. This would include in hallways, loading and unloading buses, playground, and other out-of-classroom activities as designated by the principal.

ARTICLE XVI
HEALTH AND SAFETY

A. Physical examinations shall be required of all certificated personnel upon their initial appointment. Forms for examination shall be provided by the School District.

After employment, the employee shall have a physical examination every three (3) years.

The Board of Education agrees to pay sixty ($60) dollars toward the cost of a physical examination after the proper insurance claim form has been submitted. (Explanation of Health Care Benefits).

The physical report form shall be attached hereto.

B. Employees shall not be required to work under unsafe or hazardous conditions which endanger their health or safety. Employees shall bring such conditions in writing to the attention of their building principals, and the administration shall determine whether such conditions are unsafe or hazardous. If conditions are found to be unsafe or hazardous by the administration, the condition will be addressed.

ARTICLE XVII
RESIGNATION

Resignations submitted prior to June 10 each year shall be accepted by the Board. Resignations submitted June 10 or after shall be accepted if a suitable replacement is hired. Employees so released shall be charged reasonable District costs associated with hiring that replacement, provided such charges do not exceed five hundred ($500) dollars.

Coaching resignations will adhere to the current state regulations concerning reassignment of coaching duties.

ARTICLE XVIII
EMPLOYEE HOURS

A. The workday shall consist on more than eight (8) consecutive hours per day. The workday shall begin no earlier than 30 minutes before the first class of the day starts, when employees will be at workstations within their assigned attendance center and available to assist students, and shall end no later than 30 minutes after the end of the school day. On days preceding holidays and/or vacation periods and Fridays, or on days of inclement weather, the workday shall end at the departure of the students from the individual attendance centers. On days of late starts due to inclement weather, the employee's workday shall begin thirty (30) minutes before the adjusted arrival time of the students.

B. Employees working less than full time shall work consecutive hours mutually agreed by the employee and employer.

C. All employees shall have a duty-free lunch period of at least thirty (30) consecutive minutes except when on assigned non-teaching supervision duty. Such non-teaching supervision duty will be assigned equally, so far as is practicable.

D. Full-time employees shall be provided the following minimum daily preparation time during the hours of instruction:

high school, one (1) period;
middle school, one (1) period;
elementary school, thirty (30) minutes.

If an eight-block scheduling system is used in grades 6 through 12, one preparation period per each eight blocks will be provided for each full-time certified employee.

E. Employees may leave the building without permission during their regularly scheduled duty-free lunch period.

F. Employees covered by this Agreement may have later arrival times or earlier departure times for personal reasons on an individual basis at the sole discretion of the appropriate school administrator(s).

G. Employees shall be allowed to leave their building at the close of the student day when the employee's participation at a subsequent school sponsored activity later in the day is required. However, no employee shall leave sooner than fifteen (15) minutes after the students leave except as granted in paragraph A above.

H. Special adjustments to work hours may be made by the administration for open house, parent-teacher conferences, school improvement activities, and other such activities. The administration will confer with the Association President before setting dates for open house, parent-teacher conferences, school improvement activities, and other such activities.

I. Volunteer Ticket Taking

All school personnel will be responsible for ticket taking duties during the course of the school year.

School personnel will have the opportunity to sign up for the events they wish to work during a fall inservice day. After one week, all remaining events not covered will be assigned by the administration.

This arrangement does not apply to summer activities.

All personnel will receive a free pass to all school activities.

ARTICLE XIX

PHASE I, II, AND III

A. The salary schedule is based on the assumption that the District shall receive the same amount of Phase I and Phase II money as it received in 1989-90. In the event that an adjustment is made in the amount of Phase I and/or Phase II money, a corresponding adjustment will be made in the salary schedule.

B. Phase III payments will be made in accordance with the plans agreed upon by the Board of Education and the OMEA and approved by the Department of Education.

C. The Phase III planning committee shall consist of the following representatives: one administrator, one Board member, one elementary teacher, one secondary teacher (middle school or high school), one special area teacher, and one teacher-at-large.

ARTICLE XX
SCHOOL CALENDAR

A. HOLIDAYS

The Board shall provide the following eleven (11) holidays:

Labor Day;
Thanksgiving Day;
the Friday after Thanksgiving Day;
Christmas Eve Day;
Christmas Day;
New Year's Eve Day;
New Year's Day;
President's Day;
the Friday before Easter;
the Monday after Easter;
Memorial Day.

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

B. SCHOOL CALENDAR

1. The OMEA shall create a committee consisting of elementary and secondary teachers to submit calendar ideas to the Superintendent.

2. Every attempt will be made to provide for four (4) equal instructional quarters. Each as close to forty-five (45) instructional days as possible.

3. The School Calendar shall include a section addressing how school days missed due to inclement weather (or other causes) will be made up.

4. Ultimate responsibility for development of the School Calendar rests with the Superintendent of Schools and may be modified by the Board of Directors.

ARTICLE XXI

NEW PROFESSIONALS MENTORING PROGRAM

DEFINITIONS:

New Professional Mentoring Program: Orient-Macksburg Community School District's program of support and assistance for new professionals.

New Professionals: Any licensed individual in his/her first or second year of teaching. All New Professionals must participate in the New Professional Mentoring Program. Experienced teachers with two or more years of experience hired by the Orient-Macksburg Community School District shall have the option to participate in the program.

Instructional Mentor/Director: A licensed teacher who has been trained and assigned to provide assistance to a new professional in the District's New Professional Mentoring Program.

A. COMPENSATION

1. Instructional Mentor

Each Instructional Mentor shall receive $500 per semester for mentoring one new professional.

All Instructional Mentor shall mentor no more than one new professional each semester.

Training and required District mentoring meetings outside the regular workday and/or contract year shall be paid at the teacher's per diem rate.

2. New Professional

Training and required District mentoring meetings outside the regular workday and/or contract year shall be paid at the teacher's per diem rate.

B. EVALUATION

1. See Article XIV - Tier 1 for Evaluation of Teacher in Mentoring Program.

2. All professional assistance and interaction between the Instructional Mentor and the new professional shall be confidential. All written and oral comments between the two shall also be confidential. If the Instructional Mentor violates the confidentiality agreement, that mentor shall be removed from the program.

   The only exception to the confidentiality agreement shall be if the new professional requests that information be shared with an evaluator when all parties are present.

3. Mentoring assistance and induction plan activities shall not be used in evaluating a new professional.

4. Instructional Mentors shall not provide data or testimony in subsequent job renewal, termination, arbitration, or licensure proceedings.

5. An Instructional Mentor shall not participate in any informal or formal evaluation of a new professional, nor be requested or directed to make recommends supporting or denying continued District employment or recommendations for continuation or renewal for licensure of a new professional.

6. Other than a notation to the effect that a teacher has served as an Instructional Mentor, a teacher's activities as an Instructional Mentor shall not be part of that teacher's evaluation.

C. PROFESSIONAL LEAVE

Each Instructional Mentor and each new professional shall be provided at least two (2) days each quarter of paid professional leave. Such leave may be used in two-hour blocks for the purpose of completing induction activities including but not limited to such activities as observing other teachers, conferencing, and individual professional skill development.

D. PROCESS FOR DISSOLVING MENTORING PARTNERSHIPS

If a mentor/new professional team experience difficulty or the professional relationship is not working, either the Mentor or the new professional may request that a new mentor be assigned. The request shall be granted d a new mentor assigned within ten (10) days.

APPENDIX A

ORIENT-MACKSBURG COMMUNITY SCHOOL DISTRICT

SIGNATURE CLAUSE

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators, and their signatures placed thereon, all on the 13 day of February, 2006.

Orient-Macksburg Community School District

By _____
Its President

By _____
Its Chief Negotiator

Orient-Macksburg Education Association

By _____
Its President

By _____
Its Chief Negotiator

APPENDIX B

ORIENT-MACKSBURG COMMUNITY SCHOOL DISTRICT
EXTRA-DUTY SCHEDULE 2006-2007

High School Activities	2006-2007	
Activities Director	$2,153.00	
Head Volleyball	$2,153.00	
Head Boys/Girls Cross Country	$2,153.00	
Head Girls Basketball	$2,153.00	
Head Boys Basketball	$2,153.00	
Head Wrestling	$2,153.00	
Head Baseball	$2,153.00	
Head Softball	$2,153.00	
Head Boys/Girls Track	$2,153.00	
Asst. Volleyball	$1,184.00	
Asst. Girls Basketball	$1,184.00	
Asst. Boys Basketball	$1,184.00	
Asst. Wrestling	$1,184.00	
Asst. Baseball	$1,184.00	
Asst. Softball	$1,184.00	
Asst. Boys/Girls Track	$1,184.00	
Asst. Football	$1,184.00	
Basketball Sponsor/Chaperone	$ 646.00	
Wrestling Sponsor/Chaperone	$ 646.00	
FFA Activities	$2,153.00	
Fall Play Director	$ 861.00	
Drill Team	$ 861.00	
Secondary Music	$2,153.00	
Speech	$ 861.00	
Junior Class Sponsor (2)	$2,259.00	
Student Council Sponsor	$ 538.00	
National Honor Society	$ 538.00	
Technology Coordinator	$1,076.00	
Yearbook[1]	$1,292.00	Note 1
Junior High Activities		
Junior High Volleyball	$ 861.00	
Junior High Boys/Girls Cross Country	$ 861.00	
Junior High Girls Basketball	$ 861.00	
Junior High Boys Basketball	$ 861.00	
Junior High Wrestling	$ 861.00	
Junior High Girls/Boys Track	$1,076.00	
MS Cheerleader Sponsor/Chaperone	$ 431.00	
Elementary Activities		
Elementary Music[2]	$1,076.00	Note2

This schedule may be negotiated every year starting January 2002 and may return to a generator schedule at that time.

[1] If a new person takes position, pay will be equal to $800 if it is taught as a class in the school day and if considered extra curricular activity out of the school day, the pay will be equal to an assistant high school head coach.

[2] If new person takes position, pay will be equal to JH VB.

Appendix C

ORIENT-MACKSBURG COMMUNITY SCHOOLS
2006-2007 SALARY SCHEDULE
$23,380 BA BASE

2006-2007 BASE	23,380			
VERTICAL	604	654	704	754
HORIZONTAL	610			
STEPS	BA	BA + 12	BA + 24	MA
0	23,380	23,990	24,600	25,210
1	23,984	24,644	25,304	25,964
2	24,588	25,298	26,008	26,718
3	25,192	25,952	26,712	27,472
4	25,796	26,606	27,416	28,226
5	26,400	27,260	28,120	28,980
6	27,004	27,914	28,824	29,734
7	27,608	28,568	29,528	30,488
8	28,212	29,222	30,232	31,242
9	28,816	29,876	30,936	31,996
10	29,420	30,530	31,640	32,750
11	30,024	31,184	32,344	33,504
12	30,628	31,838	33,048	34,258
13		32,492	33,752	35,012
14			34,456	35,766
15				36,520

Career Increment negotiated yearly and placed in effect when employee has been on the last step of their lane for one year.

2006-2007 =	604	654	704	754
2005-2006 =	580	630	680	730
2004-2005 =	570	620	670	720
2003-2004 =	545	595	645	695
2002-2003 =	545	595	645	695

2001-2002 = $510

prior years = $435

APPENDIX D

ORIENT-MACKSBURG COMMUNITY SCHOOL DISTRICT
GRIEVANCE REPORT - Prescribed Grievance Form

#1 _____

_____
Date Filed

Orient-Macksburg Community School District

_____
Name of Aggrieved Person

Distribution of Form:

1. Employee
2. Superintendent
3. Principal

LEVEL II

A. Date Violation Occurred_____

B. Section(s) of Master Contract Agreement Violated_____

C. Statement of Grievance_____

_____

_____

D. Relief Sought_____

_____

_____

_____ _____
Signature Date

E. Disposition by Principal_____

_____

_____

_____ _____
Signature Date

LEVEL III

A. _____ _____
Signature of Aggrieved Person Date received by Superintendent

B. Disposition by Superintendent_____

_____

_____

_____ _____
Signature of Superintendent Date

LEVEL IV

A. _____ _____
Signature of Aggrieved Person Signature of Superintendent

B. _____ _____
Date Submitted to Arbitration Date received by Arbitrator

C. Disposition and Award of Arbitrator_____

_____

_____

_____

_____ _____
Signature of Arbitrator Date of Decision

APPENDIX E

ORIENT-MACKSBURG COMMUNITY SCHOOL DISTRICT
EMPLOYEE PHYSICAL

Note to the employee: When you have paid the bill, you are to submit a receipt to the school administration office for reimbursement. The school will pay up to a yearly maximum for a school physical.

Name_____ Address_____

Position_____ Date of Birth_____

Heart: Is there any signs or symptoms of disease of the heart?_____

Blood Pressure: _____

Lungs: Are there any signs or symptoms of diseases of the lungs?_____
Are the breath sounds normal?_____

Tuberculosis Test (every 3 years): Skin Test_____
Negative/Positive
Chest X-ray_____
Negative/Positive

Is there any history or evidence of diabetes, extremes of fluctuations in blood pressure, or other ailments which might cause temporary loss of consciousness? _____

_____ In my opinion, this individual has no physical, emotional or mental disability, is free from tuberculosis and other communicable diseases, and has no other defect which might threaten or endanger the well being of co-workers or students.

_____ In my opinion, this individual is physically and emotionally able, at this time, to perform the work assigned, but has the following disabilities or limitations. (Please indicate whether they are correctable and whether treatment is being received.)

_____

_____

_____ On the basis of my examination, I feel this individual is not presently capable of performing the work assignment for the following reasons.

_____

_____

Dated_____ Examining Physician_____
Address_____

SCHOOL ADMINISTRATION OFFICE USE: Date filed in Superintendent's Office _____