

TEACHER MASTER CONTRACT

Between

**ORIENT-MACKSBURG
COMMUNITY SCHOOL DISTRICT**

and

**PROFESSIONAL EDUCATORS OF
ORIENT-MACKSBURG**

2024-2025

ARTICLE I

PREAMBLE

The Orient-Macksburg Community School District Board of Directors and Professional Educators of Orient-Macksburg declare that providing a quality education for the students of Orient-Macksburg Community School District is their mutual desire.

RECOGNITION

The Orient-Macksburg Community School District is recognized as a public employer governed by the Board of Directors. The Professional Educators of Orient-Macksburg (PEOM), 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, technology and special education teachers under contract with Orient-Macksburg Community School District, Orient Iowa.

and excluding:

substitute and interim teachers, teacher's aides, teacher associates and all other employees excluded by Section 4 of Chapter 20 of the Iowa Code.

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 Professional Educators of Orient-Macksburg (PEOM) or its duly authorized representatives.

ARTICLE II

GRIEVANCE PROCEDURES

A. DEFINITION

Any allegation by an Employee or the Association that there has been a violation of any provision of this Agreement may be processed as a grievance as hereafter provided.

B. ASSOCIATION RIGHT TO REPRESENT

1. The Association may process and/or continue a grievance by a majority vote of the Association 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.

C. 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.

D. STEP 1

Within twenty (20) 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 answers 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 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. 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 no right to continue with the grievance process. The Superintendent may deny the request for arbitration.

2. SELECTION OF THE ARBITRATION

If approved by the Superintendent, 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 agreement of the parties, the merits of the grievance and substantive and procedural arbitrability issues arising in connection with that grievance may be consolidated for hearing before an arbitrator; 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 by the Association.

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 necessary for processing of any grievance.

I. 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 III

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 IV

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 V

PUBLISHING AGREEMENT

This Agreement shall be published on the District's website within thirty (30) days after the Agreement is signed.

ARTICLE VI

DURATION PERIOD

This Agreement shall be effective as of July 1, 2024 and shall continue in effect until June 30, 2025. The salary and fringe benefits provisions shall become effective at the beginning of the first pay period of the 2024-25 school year, September 20, 2024.

ARTICLE VII

WAGES AND SALARIES, SUPPLEMENTAL PAY

A. WAGES AND SALARIES

1. SALARY

The salary schedule for employees covered by this Master Contract Agreement setting forth the base salary of \$36,000. Teachers with 12 years of less of experience will receive \$47,500; this includes the base salary, TSS, and TLC funds. Teachers with 13 years of experience or more will receive \$60,000; this includes the teacher's base salary, TSS, and TLC funds. Teachers who are over the state minimums received a 3% increase of their previous base salary.

2. ADVANCEMENT ON SALARY SCHEDULE

- a. The Board reserves the right to withhold salary increases 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.

3. 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.

New teachers to the profession have the option of splitting their first September paycheck into two payments, with one payment coming the first of September and the other on the 20th, in check form rather than direct deposit.

ARTICLE VIII

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 three (3) 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.* Personal Leave may be taken in increments of two (2) hours.

The Superintendent has the power to grant exceptions. An explanation is required for an exception.

Business-Personal leave will not be granted for five (5) school days before or after a school vacation, the beginning or end of the school year, 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 employer agrees to purchase one day of unused Business-Personal leave for each professional employee at the current employee's per diem pay and allow the employee to carry over one (1) Business-Personal day to the next year to accumulate a maximum of four (4) 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.

*Business-Personal leave for one (1) school day before or after vacations will be limited to two (2) teachers on a first come-first serve basis providing substitute teachers can be found.

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 anyone (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 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.

A personal day may be exchanged for a sick day following the illness or within two (2) days of returning to school.

Certified employees may request to have sick leave days paid out at twenty dollars (\$20) per day if the person has accumulated the maximum total of one hundred twenty (120) days by the prior fiscal year. The maximum number of sick days to be paid out with this incentive is ten (10) days per year.

D. PARENTAL/ADOPTION LEAVE

The Orient-Macksburg Community School District will comply with the Federal Family and Medical Leave Act (FMLA) of August 5, 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.

The Orient-Macksburg Board of Education in alignment with state and federal law will follow the criteria established for employees to meet FMLA leave requirements. The superintendent will advise the Board of Education regarding any leave arrangements requested by an employee of the school district.

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 seven (7) days per occurrence: spouse, child, parent, sibling, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent and grandparent-in-law.

Up to two (2) days per occurrence: brother-in-law, sister-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 the employee's per diem pay 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 PEOM Officers or designees may have four (4) days leave annually, with full pay, for the officers or designees to attend Association conventions/meetings. The PEOM will pay the employee's per diem pay if a substitute is hired. A written request for the Association leave should be made five (5) days in advance.

J. 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 employee and the District. The employer will pay the cost of the substitute teacher if 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.

ARTICLE IX

TEACHER WORK YEAR

The work year for members of the bargaining unit shall be 187 days. Additional days may be added to the contract at the Board's discretion. Additional days will be paid at the teacher's base salary per diem. The start and end times to the workday will be determined annually.

ARTICLE X

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 eight hundred fifty (\$850) dollars. The employee and the board shall split the cost if no one is hired back.

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

ARTICLE XI

SCHOOL CALENDAR

A. HOLIDAYS

The Board shall provide the following ten (10) 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.
- Friday before Easter.
- Memorial Day.

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

B. SCHOOL CALENDAR

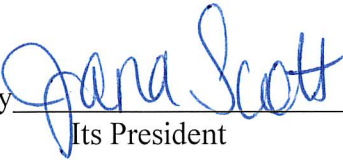
1. A committee consisting of elementary and secondary teachers to submit ideas on the calendar or snow make-up days with the Superintendent.
2. Every attempt will be made to provide for four (4) equal instructional quarters. Each quarter will be as close to forty-five (45) instructional days as possible.
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. The final decision of the school calendar and snow make-up days rests with the Board of Directors.
5. The spring parent-teacher conferences will be determined on an annual basis.
6. Professional Development dates will mirror Nodaway Valley's schedule.
7. One professional day, after students have completed the school year, will be included on the school calendar.

ORIENT-MACKSBURG COMMUNITY SCHOOL DISTRICT

SIGNATURE CLAUSE

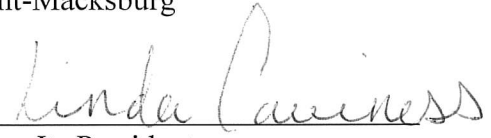
In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators, and their signatures placed thereon, all on the 15th day of April, 2024.

Orient-Macksburg Community
School District

By 
Its President

By 
Its Chief Negotiator

Professional Educators
Orient-Macksburg

By 
Its President

By 
Its Chief Negotiator

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

#1 _____

Date Filed _____

Orient-Macksburg Community School District

Distribution of Form:

Name of Aggrieved Person

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