

**DAVENPORT ASSOCIATION**

**OF**

**PARA-EDUCATOR'S CONTRACT**

**July 1, 2020 – June 30, 2025**

**THE DAVENPORT COMMUNITY  
SCHOOL DISTRICT**

**Davenport, Iowa**

It is the policy of the Davenport Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age, marital status, sexual orientation, gender identity and socioeconomic status in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination.

If you have questions or a grievance related to this policy please contact the District's Equity Coordinator:  
Jabari Woods, Associate Director of Equity & Diversity, 1702 Main Street, Davenport, IA 52803; Telephone (563) 336-7496; Fax (563) 445-5988; Email: woodsj@davenportschools.org

Director of the Office for Civil Rights U.S. Department of Education, Citigroup Center, 500 W. Madison Street, Suite 1475, Chicago, IL 60661-7204; Telephone (312) 730-1560; Fax (312) 730-1576; Email: OCR.Chicago@ed.gov.

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## **PREAMBLE**

The Board of Directors of the Davenport Community School District, No. 82-1611 in the Counties of Scott and Muscatine, State of Iowa, hereinafter referred to as the "Board" and the Davenport Association of Para-educators, hereinafter referred to as the "Union" agree as follows:

## **ARTICLE I**

### **RECOGNITION**

#### **SECTION 1 - RECOGNITION STATEMENT**

The Board hereby recognizes the Association as the certified bargaining representative for all personnel set forth in the P.E.R.B. Certification instrument (Case #2323) issued by the P.E.R.B. on the 17th day of December 1982, as thereafter amended from time to time by written agreement of the parties.

#### **SECTION 2 - DEFINITION STATEMENT**

The term "Employee" as used in this agreement, shall mean all employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board. The term "Former Employee" as used in this agreement, shall mean all previously employed persons who have been terminated for reasons of staff reduction and who retain recall rights as provided for in Article IV of this agreement.

#### **SECTION 3 – NEW EMPLOYEE ORIENTATION**

The District will provide a packet of Union information furnished by the Union to new employees at new employee orientation. The District will provide the Union President, Para-Educator Union Chapter Chairperson, and AFSCME Council 61 Staff Representative a list, via email, of all newly hired Para-Educator bargaining unit employees within five (5) working days of the employee beginning employment.

#### **SECTION 4 FAIR SHARE**

In the event enhanced union security provisions – the collection of fair share or agency shop fees from bargaining unit members who are not members of the Union – become authorized by state law, the parties agree to implement these enhanced union security provisions within thirty (30) days of the effective date of the applicable legislation.

## **ARTICLE II SENIORITY**

#### **SECTION 1**

Seniority shall be computed from the most recent date an employee was hired to perform bargaining unit work. If two (2) or more employees have the same seniority date, the relative order of seniority among them for purposes of this agreement shall be determined by drawing of lots.

#### **SECTION 2**

The seniority of the employee shall terminate upon the occurrence of any one of the following events:

- A. If employee resigns or quits either by (1) notifying the supervisor or Director of Human Resources or (2) remaining away from work three consecutive working days or more without appropriate notice to the employee's supervisor.
- B. Discharge.

**SECTION 3**

The Association shall be provided a District-wide seniority list by November 1 of each year bearing the name and seniority date of all employees covered by this Agreement. Employees shall be provided fifteen (15) working days to verify and/or correct this information.

**SECTION 4 – PROBATIONARY PERIOD**

All new employees shall serve a probationary period of ninety (90) work days. The District will provide orientation training to probationary employees. Upon the completion of the probationary period, the employee shall be placed on the seniority list and the employee's seniority shall be determined from the date of hire. The District shall evaluate the employee prior to the midpoint of the probationary period. Employees may be terminated for any reason during the probationary period without recourse to the grievance procedure.

**ARTICLE III**

**HOURS**

**SECTION 1**

All employees shall be assigned a regular work schedule that will only be changed after advance notice is provided. Except when required by the operational needs of the district, employees whose regular work schedules are being modified for the subsequent school year will be notified by June 15. It is understood that this shall not be construed as a guarantee of hours or building assignment.

**SECTION 2**

The yearly work assignment of all employees shall consist of 178 workdays, and shall be scheduled by the building administrator. These 178 work days shall be scheduled to occur during the school calendar year, and will exclude weekends and holidays. (Exceptions will be buildings with extended year calendars. Postings will include the number of workdays and when possible include the unique calendar for the building/program.) If employees are requested to work additional days beyond those specified above, such work shall be paid at the employee's regular rate of pay.

The following additional conditions apply to employees working the additional work days noted in the paragraph above:

- A. Any bargaining unit employee scheduled to work during any summer program beyond the regular 178-day school year calendar (non-inclusive of paid holidays) will be allowed to use health and/or emergency leave under the following guidelines:

1. No additional health leave shall be accrued, but existing accruals may be used under the following guidelines:

- a. Any employee assuming additional work that is scheduled for 12 work days or less during the non-178-day school year calendar will be allowed to use up to one (1) health or emergency leave day, provided the employee has accumulated leave time from which to draw.
- b. Any employee assuming additional work that is scheduled for more than 12 work days and less than 20 days during the non-178-days school year calendar will be allowed to use up to two (2) health and/or emergency leave day(s), provided the employee has accumulated leave time from which to draw.
- c. Any employee assuming additional work that is scheduled for 20 or more work days during the non-178-day school year calendar will be allowed to use up to three (3) health and/or emergency leave day(s), provided the employee has accumulated leave from which to draw.
- d. Employees may not use Emergency Leave as Personal Leave during the non-178-day school year calendar work days.
- e. Additional time off during the summer program will be without pay.

B. Employees who are scheduled to work during the summer work beyond the 178-day year work assignment will also receive July 4th as a paid holiday. In the event the District elects to move to a four-day, ten-hour workday schedule during the summer months, the Union will work with the District to establish the summer calendar. All previously determined procedures contained in the Memorandum of Understanding will remain status quo unless mutually agreed upon by both parties.

C. The District email a copy of each "additional day(s)" work opportunity to the Para Educator Chapter Chairperson as of the date that the work becomes available. In addition, the District shall furnish the Para Educator Chapter Chairperson quarterly report showing each "additional day(s)" work opportunity during that quarter.

### **SECTION 3**

The normal workweek shall extend from Monday through Friday.

### **SECTION 4**

Employees will be paid for the Labor Day and Memorial Day holidays irrespective of changes to the District official school calendar which may result in these holidays occurring outside of the first and last day of school on the District official school calendar.

The following holidays will be paid to all employees:

- |                                   |                         |
|-----------------------------------|-------------------------|
| Labor Day                         | Veteran's Day           |
| Thanksgiving Day and Friday after | Winter Holiday (2 days) |
| New Year's Day                    | Martin Luther King Day  |
| Memorial Day                      |                         |

## **SECTION 5**

If an employee reports to work, and school is subsequently dismissed, the employee shall be paid for all regularly scheduled hours and shall be permitted to leave at dismissal. Para-educators shall have the opportunity to schedule any lost hours for paid work time due to any inclement weather late starts. Make-up hours are to be scheduled and mutually agreed upon by the building administrator and para. These hours will be scheduled the same or following pay period unless the para agrees to extend the timelines. Scheduled early student dismissals on the first two days of school shall be work time scheduled by the building administrator. For all subsequent scheduled early dismissals, para-educators will be paid for hours worked.

If individual schools are closed (not a district wide closing) for any reason, the employees will be paid for their regularly scheduled hours and will report to the Human Resources Office for assignment. Employees will not report to work if there is an announcement on the approved radio or TV stations when there are district wide closings.

## **SECTION 6**

The District shall provide a paid fifteen (15) minute break period for employees working a schedule of four (4) consecutive hours or more and a twenty-five (25) minute, duty free, unpaid, lunch break.

## **SECTION 7 – EARLY CHILDHOOD CENTER PARA-EDUCATORS**

- A. The work year for all early childhood center bargaining unit employees will be no more than twelve (12) months.
- B. It is the intent of the district to utilize an eight (8) hour work day when practical. The district agrees, except in emergencies, to give two (2) weeks advance notice of permanent work schedule changes. This provision will not apply to a limited number of positions that are posted as "floater" positions. "Floater" positions will include flexible scheduling.
- C. If an employee reports to work, and school is subsequently dismissed, the day care center para-educator shall be paid for all regularly scheduled hours and shall be permitted to leave after the last child is dismissed. All nine (9) month day care para-educators will be paid for hours worked on early dismissal or late start for the teacher in-service, testing days, and early dismissal for parent/teacher conference days.
- D. Children's Villages Para-educators will be eligible for the holidays listed in Article V, Section 5 of the labor agreement plus July 4<sup>th</sup> if the holiday falls within or immediately adjacent to their assigned 10 or 12 month work year.
- E. Employees who are scheduled to work at least 220 work days per year (this does not include paid holidays) will also receive New Year's Eve as a paid holiday.
- F. Employees who are scheduled to work more than 220 days, excluding holidays, and who have 1-5 years of service will be granted one additional emergency day which can be used as a personal day. Employees who are scheduled to work more than 220 days, excluding holidays, and who have more than 5 years of service will be granted two additional emergency days which can be used as personal days.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### SECTION 1 - GENERAL CONDITIONS

- A. A "grievance" is a claim by an employee, or the Association that there has been a violation, misapplication or misinterpretation of any provision of this agreement.
- B. The failure of a para-educator or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and 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, however, may be extended by mutual agreement.
- C. The use of this grievance procedure shall be limited to grievances alleging a specific violation of this Agreement and must be initiated within fifteen (15) school days from the date on which the act or conditions allegedly complained or first occurred.
- D. It is understood that a class grievance that affects two or more employees involving an administrative decision above the building administrator where the grievance occurred may be initially filed in writing by the Union at the second step to the Director of Human Resource Services. Such grievance shall be filed within fifteen (15) school days from the date on which the act or conditions allegedly complained or first occurred.

#### SECTION 2 - PROCEDURE

- A. **FIRST STEP** – A meeting will be held within five (5) school days between the para-educator and the Union and his/her building administrator where the grievance occurred for the express purpose of attempting to resolve the complaint for alleged grievance. The building administrator where the grievance occurred shall respond in writing within five (5) school days.
- B. **SECOND STEP** – If the grievance is not resolved with the building administrator where the grievance occurred, the para-educator and/or the association shall present the grievance to the Director of Human Resource Services in writing within five (5) school days. The Director of Human Resource Services shall meet the representatives of the association and/or the aggrieved para-educator within ten (10) school days of the appeal and shall answer the grievance in writing within five (5) school days.
- C. **THIRD STEP** – If the grievance is not resolved satisfactorily in step two, the grievance may proceed to step three. Grievances, which have been processed through the preceding steps of this procedure, and only such grievances shall be submitted to arbitration as provided below:
  - 1. The Union may submit a written demand to the Public Employment Relations Board requesting a list of five arbitrators. Each of the two parties shall alternately strike one name at a time from the list until one shall remain. The remaining name shall be requested to be the arbitrator.
  - 2. The decision of the arbitrator regarding a grievance, on the contract under which the grievance was filed, shall be final and binding on both parties. Binding arbitration shall mean the hearing and the determination of a case in controversy by a person chosen by the parties. Such binding arbitration shall be conducted under the Public Employment Relations Board, which shall act as the



administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) working days of the date of the second step reply then the grievance will be deemed settled on the basis of the second step answer.

3. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have power only to apply and interpret the provisions of this agreement to the settlement of issues and grievances arising hereunder.
4. Each party shall bear its own costs and expense of the arbitration proceedings including the fee of the arbitrator, which shall be shared equally by the employer and the grievant or his/her representative

## **ARTICLE V**

### **IN-SERVICE/STAFF DEVELOPMENT**

Each employee will receive in-service and/or orientation by the building principal to perform his/her assignment prior to placement on the job. In-service will be mutually agreed to and jointly planned by the Union and the District.

## **ARTICLE VI**

### **LEAVES OF ABSENCE**

#### **SECTION 1 - HEALTH LEAVE**

- A. At the beginning of each year of service, a total of fifteen (15) days, equivalent in hours, of current health leave allowance shall be credited to each employee's record. New employees to the District beginning 7/1/15 will be credited with ten (10) days of health leave allowance at the beginning of the school year, and will receive an additional day for each year of service up to fifteen (15) days.
- B. All regularly appointed employees for less than full time shall receive the same number of days' allowance as full-time employees with the length of each day's allowance being equal to the length of the day under contract.
- C. Unused health leave shall be accumulated from year to year with no maximum limit. Employees hired beginning on July 1, 1998 and thereafter, shall accumulate unused health leave with a maximum limit of 180 days.
- D. In order to be eligible for health leave allowance, the employee shall notify his/her immediate supervisor as soon as possible regarding the illness. In the event that sick leave abuse is reasonably suspected, upon request, the employee shall provide reasonable evidence, such as a physician's statement that the employee was too ill to perform his/her responsibilities.
- E. Upon request, a physician's statement shall be submitted as evidence of the employee's physical/psychological ability to resume employment after a confining or disabling illness or accident.

- F. Employees who return to the school district following a leave of absence shall have cumulative health leave earned prior to such leave of absence credited to their health leave account.
- G. Accumulated health leave information will be provided as part of the employee's pay stub advice.
- H. New employees whose services commence after the beginning of the school term shall be granted a pro-rata share of the fifteen (15) days allowed.
- I. Scheduled school holidays, which intervene during an employee's absence due to personal illness, shall not be deducted from health leave allowance.
- J. If an employee is unable to report for duty on the first day of the new contract and has no accumulated health leave on which to draw, compensation for health leave shall not be allowed under the new contract until the employee does report, whereupon it shall become retroactive.
- K. Health leave may be taken in one-hour increments.

## **SECTION 2 - BEREAVEMENT LEAVE**

In the case of the death of the spouse, or (step) child, parent, grandparent, grandchild, sister or brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, or other relatives permanently residing with the employee, the employee shall be granted permission to be absent from duty by the office of the Director of Human Resources for as many days not to exceed five (5), except in the case of the death of a spouse or (step) child which shall be ten (10) days, during the individual employee's service year as may be necessary for attendance at the funeral and for any other purposes directly arising out of the said death, and no deduction of pay shall be made for these days of absence. Bereavement leave may be taken in one-hour increments.

## **SECTION 3 - JURY DUTY AND LEGAL LEAVE**

Any employee called for jury duty during school hours or who is required to make an appearance in any school-related judicial or administrative proceedings, or who shall be asked to testify in any arbitration matter, shall be provided such time; provided however, that any compensation payable for such appearance shall be paid to the district; or, if paid directly to the employee, shall be deducted from such employee's salary.

## **SECTION 4 - EMERGENCY LEAVE/PERSONAL LEAVE**

All regular employees shall be allowed a total of three (3) days in each school year, without loss of pay, for emergencies. Employees may accumulate up to six (6) days of emergency leave. This leave may be utilized for situations or occurrences that require immediate attention. They may include such things as, but not be limited to, family medical appointments or to transact business scheduled during working time provided the employee cannot reasonably schedule the same during nonworking time. Emergency Leave does not include leaves of convenience, personal enjoyment or non-district employment. Two emergency leave days each year shall be allowed for personal leave. Personal leave shall not be taken the day before or after a school vacation and/or holiday. Personal leave days must be requested five days in advance of the date requested. The number of para-educators on Personal leave on any given day shall be limited to no more than ten percent of the bargaining unit employees in a building. Emergency leave may be taken in one-hour increments.

### **SECTION 5 - TEMPORARY LEAVE WITHOUT PAY**

Temporary leaves of absence without pay may be granted by the Director of Human Resources upon written application. Any employee in his/her probationary period will not be eligible for a temporary leave of absence without pay, unless such leave is allowed as provided by the Family Medical Leave Act.

### **SECTION 6 - EXTENDED LEAVES OF ABSENCE WITHOUT PAY**

- A. Leaves of absence without pay for limited periods of up to four (4) semesters may be granted at the discretion of the district for a reasonable purpose and with reasonable assurance that the employee will return to a position following the leave upon application of the employee and approval of the Director of Human Resources.
- B. While on an extended leave under this Section, the employee's interest in retirement funds, accumulated sick leave and placement on the wage schedule shall be frozen. No additional benefits will be provided by the District during this type of leave. However, the employee may purchase insurance programs available to other employees.
- C. Employees on such extended leaves of absence are not eligible to draw any compensation or accumulated sick benefit.
- D. Seniority shall be retained but not accumulated during this type of leave up to the length of the approved leave.
- E. Any employee in his/her probationary period will not be eligible for an extended leave of absence without pay, unless such leave is allowed as provided by the Family Medical Leave Act.

### **SECTION 7 - UNION LEAVE**

Officers and/or representatives of the Union shall be provided up to a total of one-hundred forty (140) paid hours of absence per year from duties for Union business. If the Union does not use the full one hundred and forty (140) hours of leave in a contract year, the Union may carryover up to twenty (20) hours of unused leave into the next contract year (forty (40) hours, if the Agreement is for a period of two years). The Union or its designated representative shall provide five (5) days prior written notification to the Director of Human Resources for such leave use, except in cases of emergency. Said hours shall begin when the employee leaves the work place.

## **ARTICLE VII**

### **JUST CAUSE**

No employee shall be reprimanded, disciplined, discharged, or otherwise suffer any loss of rights or benefits without just cause.

## **ARTICLE VIII**

### **PARA-EDUCATOR WAGES**

#### **WAGE RATES**

The wage rates of all employees covered by this agreement are set forth in the schedule that is a part of this article (Exhibit A). All employees shall be paid their earned wages every two (2) weeks. If a scheduled pay date falls on a non-workday, employees shall be paid on the last workday prior to said non-workday.

#### **PAYROLL ERRORS**

If an error is made by the District in the calculation and/or issuance of an employee's payroll check, such errors will be corrected and a corrected payroll check will be delivered to the employee within four (4) business days.

## **ARTICLE IX**

### **SUPPLEMENTAL PAY**

The supplemental pay of any employee performing any of the supplemental duty responsibilities within the district shall be as prescribed by the rate schedule contained in the current teacher master contract.

## **ARTICLE X**

### **PAYROLL DEDUCTIONS**

#### **SECTION 1 - PAYROLL DEDUCTIONS**

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for ISEA and/or local Credit Union savings and payments or insurance. Such written employee authorizations shall be accepted reasonably in advance of the dates included in the schedule below:

Credit Union: ISEA and/or local: First of any month

Insurance: First of any month

Annuities: First of any month

United Way: December 1

Davenport Schools Foundation: First of any month

Iowa Shares: December 1

Community Health Charities of Iowa: December 1

Deductions for Credit Union and/or Insurance shall be made from the first salary check of each month. Any employee may terminate any of the above voluntary programs at any time by filing the appropriate cancellations form reasonably in advance of the deduction date with the payroll department of the district. All salary deductions authorized by this Section 5 shall be remitted promptly to the appropriate recipient; and, in all cases, no later than five (5) business days after the amount has been withheld from the employee's salary.

## **SECTION 2 - INDEMNITY**

The Association agrees to indemnify and hold harmless the school district, the Board or any Board member for any costs and expenses, excluding attorneys' fees of counsel retained by the district arising out of the carrying out of the provisions of payroll deductions as provided by this Article, except any costs or expenses attributable to the negligence or malfeasance of the district.

## **ARTICLE XI**

### **SECTION 125 PLAN PARTICIPATION**

The Board will provide employees the opportunity to participate in a Section 125 Plan with inclusion of provisions for:

- Dependent Care
- Unreimbursed Medical Expenses
- Cost of Insurance

## **ARTICLE XII**

### **HEALTH AND SAFETY**

#### **SECTION 1 - EMPLOYEE PHYSICAL EXAMINATIONS**

Each employee shall be advised in writing of any physical fitness requirements relating to his/her employment. Failure to notify the employee as specified above shall not deprive the employee of any wages or benefits under this Agreement prior to fulfilling the physical fitness requirement.

#### **SECTION 2 - FACILITIES**

The employer shall provide and maintain a reasonably safe and healthy place of employment. All employees shall endeavor in the course of performing the contracted duties associated with their employment to be alert to unsafe and unhealthy practices, equipment, or conditions, and to report any such unsafe or unhealthy practices, equipment, or conditions to their immediate supervisor.

#### **SECTION 3 - PROTECTING DEVICES**

Such special clothing, equipment, devices and reasonable preventive measures as may be required by the employer for the employee to perform assigned duties in a safe manner shall be provided without charge to the employee.

## **ARTICLE XIII**

### **JOINT COMMITTEES**

The parties agree to maintain one or more committees for the purpose of coordinating and making recommendations to the District on rules and procedures applicable to those issues that are illegal/excluded subjects of bargaining under Chapter 20 of the Iowa Code. The parties also

agree to utilize this same process to coordinate and make recommendations related to the issue of employee absenteeism.

The structure of the committee(s) will be developed by the parties' through the existing labor-management committee process. The Union shall appoint all members representing the bargaining unit on the committee(s).

The committee(s) shall begin working from the applicable 2017-2020 contract language that was removed from that contract because it was illegal/excluded language under Chapter 20 of the Iowa Code.

**ARTICLE XIV**

**DURATION**

Duration Period – This agreement shall be effective as of July 1, 2020, and shall be extended from the initial duration period ending June 20, 2023 to June 30, 2025, making the total contract five (5) years. The parties will reopen this agreement for the purpose of negotiating wages.

In witness whereof the parties hereto have caused this agreement to be signed by their respective representatives, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

FOR THE ASSOCIATION:

FOR THE BOARD of EDUCATION:

\_\_\_\_\_  
Chapter Chairperson

\_\_\_\_\_  
By

\_\_\_\_\_  
Staff Representative

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT "A"**

DAVENPORT COMMUNITY SCHOOL DISTRICT  
 PARA-EDUCATOR WAGE RATES  
 FOR  
 CURRENT PARA-EDUCATORS  
 2020-2023

<b>Para-Educators (Hired After July 1, 2005)</b>	<b>2020-2021 Rate</b>	<b>2021-2022 Rate</b>	<b>2022-2023 Rate</b>
Regular	\$12.33	\$12.47	\$12.94
Health Para	\$15.49	\$15.63	\$16.10
Bilingual and CV Sites	\$13.40	\$13.54	\$14.01
Accompanist	\$14.61	\$14.75	\$15.22
Braille and 2-Year Degree Required (Other than CV Sites) and Interpreters	\$15.35	\$15.49	\$15.96
4-Year Degree Required	\$16.19	\$16.33	\$16.80
<b>Para-Educators (Hired Prior to July 1, 2005)</b>	\$12.33	\$12.47	\$12.94
	\$13.13	\$13.27	\$13.74
	\$13.40	\$13.54	\$14.01
	\$13.92	\$14.06	\$14.53
	\$14.19	\$14.33	\$14.80
	\$14.61	\$14.75	\$15.22
	\$14.71	\$14.85	\$15.32
	\$14.98	\$15.12	\$15.59
	\$15.35	\$15.49	\$15.96
	\$15.72	\$15.86	\$16.33
	\$16.93	\$17.07	\$17.54

Differential pay of thirty-five cents (\$.35) per hour for Para-Educators who meet any or all of the following:

High school diploma or GED and have successfully completed two (2) or more years of study in a post-secondary institution in an education related field, or have obtained an Associates or higher degree in an education related field, or a current State of Iowa para-educator certificate.

Pay increases will go into effect within 30 days following receipt, in the office of Human Resources, an official transcript or an official para-educator certificate.

Highly specialized jobs defined in Exhibit A, per the contract, will be paid in accordance with the contract.

**Longevity Pay:**

10 - 19 years	\$.25 per hour
20+ years	\$.35 per hour

Employees who complete one semester or more in their first year of employment will be credited with having worked a complete year for purposes of establishing eligibility for longevity pay.



## **SIDE LETTER**

1. On or near September 15, 2010, the District and the Association will appoint up to five (5) members each to serve on a committee for the purpose of discussing the wage scale for para educator bargaining unit personnel. Association-appointed members may elect to use Association Leave if the committee meets during their working hours. The committee will meet on a regular basis September – November, 2010, and will report the results to their bargaining teams. The result of this committee is intended to prepare the parties for a successor collective bargaining agreement to take effect July 1, 2011.
2. The minimum requirements for the Children’s Village West/Hayes/Hoover are: the one (1) year CDA certification and meets Title I requirements; or a 2-year Associates Degree in Early Childhood Development or a related field; or a BA or higher degree. Para Educators hired prior to July 1, 2004, who transferred with an early childhood program to Children’s Village West or para educators who remain at Children’s Village Hayes, will have until 01/08/2006 to meet Title I requirements and three years, or until 8/1/07, to attain the other acceptable minimum requirements noted above or the one (1) year CDA certificate. Their progress will be monitored.
3. Paras employed prior to 7/1/04 at the Children’s Village at Hoover with a one (1) year CDA certificate will maintain their higher rate of pay as long as they maintain a para position at Hoover. (This first sentence impacts two (2) people only.) Any employee hired prior to 07/01/04 with a two-year CDA or BA or higher degree at Hoover will maintain the higher rate of pay attributed to two-year CDA employees.
4. The paras who meet the requirements, including those in paragraph 2, for Children’s Village West/Hayes/Hoover will be paid the same pay rate as the bilingual paras hired after 7/1/04, except those paras who transfer into West/Hayes/Hoover, or currently at Hayes, and were paid more than the bilingual para hired after 07/01/04 will retain their previous higher pay rate.
5. The District will provide the local Union president with an electronic file every year showing the Name, home address, classification, number of daily work hours, and worksite of Para-educator Union personnel.

**MEMORANDUM OF AGREEMENT**  
**PreK-12 SPECIAL EDUCATION DIFFERENTIAL**

The Davenport Community School District (“the District”) and the Davenport Association of Para-Educators (“the Union”) share a strong commitment to the success of all students. The District and the Union recognize that the PreK-12 Special Education programs serve some of our most challenging clientele, and that there is a need for specialized training for those who work in these programs. In an effort to provide a highly qualified and trained Para-Educator staff for the PreK-12 special education programs, the District and the Union agree to the following:

1. Effective July 1, 2020, all PreK-12 Special Education Para-Educator positions will receive an hourly differential of \$4.00:
2. Because of the skilled nature of the PreK-12 Special Education Para-Educator positions, successful Para-Educator bidders or external applicants assuming these positions will have to attend training in the following techniques either throughout the school year, when training is available, or during the summer in order to remain in the position for the subsequent school year. All Para educators attending trainings will receive compensation at their regular hourly rate inclusive of all longevity and/or differential pay for any sessions that fall outside of their regular scheduled work day:
  - a. Applied Verbal Behavior Analysis (AVBA) – Life Skills & Autism
  - b. Non-Violent Crisis Prevention Intervention
  - c. Boys Town Specialized Classroom Management – BD
  - d. Boys Town Well Managed Classroom, as needed
3. Required implementation within the classroom setting of all expectations outlined in the job description/vacancy notice by all PreK-12 Special Education Para-Educators.
4. The \$4.00 special education hourly differential noted above will replace all other special education differentials.
5. Effective July 1, 2020, through June 30, 2021, all Safety Para positions will receive \$17.09 per hour. The \$4.00 special education hourly differential noted above will NOT apply to Safety Para positions. The District reserves the right to phase out Safety Para positions as student needs change.
6. The pilot MOU for Williams Junior High Para Educators will not continue. Effective July 1, 2020, Para Educators at Williams Junior High will revert back to the base of \$12.33 per hour. Special Education Paras at Williams will be eligible for the \$4.00 per hour differential.

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For the Para-Educator Union

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For the District

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Date

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Date

**MEMORANDUM OF AGREEMENT  
HEALTH PARA-EDUCATOR POSITIONS**

1. Because of the skilled nature of the Heath Para-Educator positions, successful Para-Educator bidders or external applicants assuming these positions will have to demonstrate proficiency in the following techniques, yearly:
  - a. CPR
  - b. First Aid
  - c. Diabetic carb count and insulin administration
  - d. Manual Blood Pressure Reading/monitoring
  - e. Pulse Oximeter Reading/monitoring
  - f. Peak Flow Meter Reading/monitoring
  - g. Data Entry using Infinite Campus
  - h. Medication Certified

Successful candidates to these positions will receive 2 full days of training to insure they are ready to assume the duties and responsibilities of the position.

2. The basic work year for the Health Para-Educators will be the 178 days set forth in ARTICLE V, Section 3 of the current Para-Educator contract. All Health Para positions will be 7 hours per day. Up to an additional fourteen (14) hours will be required yearly for training. Employees newly assuming Health Para-Educator positions after the start of the school year will be required to attend 14 hours of training, in pay status, before they assume a Health Para-Educator position.
3. Wage Rates for Health Paraeducators will be \$15.49 per hour beginning July 1, 2020. The wage rate in the prior sentence will be increased by the same amount negotiated for other paraeducator bargaining unit employees July 1, 2021 and after. They will also earn longevity pay where applicable and will receive the thirty-five (\$.35) per hour differential if they meet any or all of the qualifications outlined in Exhibit "A". Due to the higher level of pay associated with the Health Para-Educator positions, persons working in one of these positions WILL NOT receive the \$4.00 pay differential for working in special education positions outlined in the Memorandum of Understanding for PreK-12 Special Education Paras.
4. This agreement shall be effective from July 1, 2017 – June 30, 2020. The parties may mutually agree to extend or modify this agreement at any time. The executing of this agreement by all parties shall be without precedent and shall not void any terms and conditions of the master contract not specifically enumerated herein.

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For the Para-Educator Union

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For the District

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For AFSCME Iowa  
Council 61

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Date

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Date

**ADDENDUM TO MEMORANDUM OF AGREEMENT  
HEALTH PARA-EDUCATOR POSITIONS**

The Davenport Community School District (“the District”) and the Davenport Association of Para-Educators (“the Union”) share a strong commitment to the success of all students. The District and the Union recognize that the health needs of students is a changing dynamic that requires an addendum to the original Memorandum of Agreement to best meet these needs. In an effort to continue providing services as required by State or Federal law, or District necessity, the parties hereby agree to the following:

- In reference to Item #5 of the original Memorandum of Agreement, the need for Health Para Educators in certain positions to go beyond seven (7) hours per day may arise due to student needs and laws requiring health services be provided. In the event the Health Para-Educator is requested to and works more than forty (40) hours in the work week, such hours will be paid at time and one-half the Health Para Educator’s total hourly wage, inclusive of any certification and/or longevity differentials the Health Para-Educator is normally entitled to. The basic work year for the Health Para-Educator will remain 178 days as set forth in Article V, Section 3 of the master contract.
- This addendum is effective May 1, 2017.
- All other provisions as outlined in the original Memorandum of Agreement remain status-quo.

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For the Para-Educator Union

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Date

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For the District

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Date

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For AFSCME Iowa Council 61

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Date