

MASTER CONTRACT

Between the

**DAVENPORT COMMUNITY
SCHOOL DISTRICT**

and the

**DAVENPORT EDUCATION
ASSOCIATION**

2020 — 2023

**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.

**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) 445-5950; Email: woods@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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CONTRACT SETTING

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 Education Association, Inc., hereinafter referred to as the "Association", agree as follows:

ARTICLE I

RECOGNITION

- 1.1 **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 #3118) issued by the P.E.R.B. on the 22nd day of December, 1986 and recertified on the 29th day of October, 2019.
- 1.2 **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. The term "Full-time Employee" shall mean those employees who are assigned to positions requiring a full workday for the entire contract year. The term "Part-time Employee" shall refer to all employees who are not full-time employees.
- 1.3 The District, Association, and individual employees shall communicate all notices in writing in all instances wherein one party is to give notice to one or more of the other parties.

TIME AND REMUNERATION

ARTICLE II

SENIORITY

- 2.1 **DEFINITION** — District-wide seniority shall be computed from the date the employee signed the individual contract. 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. New employees hired into the bargaining unit, following the completion of six (6) months of such employment within the District, shall be granted seniority accrued for/and during all previous years of classroom teacher employment in the District.

Employees hired only to perform supplemental duties shall accrue no seniority.

- 2.2 **ACCRUAL OF SENIORITY**- Seniority shall be retained and accrued during all leaves of

absence, except as specifically limited in Article VII.

Seniority will also be retained and accrued during all layoffs as long as the former employee has recall rights.

2.3 LOSS OF SENIORITY — Employees and former employees shall lose seniority rights:

2.31 If the employee resigns.

2.32 If the employee is terminated.

2.33 If, upon recall in writing at his/her last known address, a former employee fails to accept in writing a contract assignment within two (2) workdays after being notified.

2.34 If, upon recall in writing at his/her last known address, a former employee fails to report within two (2) workdays after being notified to do so, unless prevented by illness or other reason(s) satisfactory to the Board.

2.35 If the former employee is on layoff for more than two (2) consecutive years.

2.4 Employees with emergency and/or conditional licenses shall be deemed junior in seniority to all other employees.

2.5 By November 1 of each year, two (2) system-wide lists of employees will be provided to a designated Association representative in each building indicating each employee's seniority date, certification approvals and endorsements. A copy of the electronic database will also be provided to the Association.

**ARTICLE III
EMPLOYEE CONTRACT YEAR**

3.1 REGULAR CONTRACT — The regular in-school contract for employees shall include days when pupils are in attendance, in-service days and teacher workdays, and shall not exceed one hundred eighty-five (185) days. Except as modified by Section 3.5, Snow Days, non-contract days shall consist of the following:

2020-2021

| | |
|-----------------------|------------------------|
| September 7 | Labor Day |
| November 11 | Veterans Day |
| November 25-27 | Thanksgiving Break |
| December 21-January 1 | Winter Break |
| January 18 | Martin Luther King Day |
| February 15 | President's Day |
| March 15-19 | Spring Break |
| May 31 | Memorial Day |

2021-2022

Subject to reopener negotiations.

2022-2023

Subject to reopener negotiations.

- 3.2 **EXTENDED CONTRACT** - Any employee receiving an extended contract shall be compensated at a per diem rate computed by dividing the employee's salary by one hundred eighty-five (185) days.
- 3.3 **FIRST CONTRACT** - The contract for a new employee shall include the one hundred eighty-five (185) days as provided in Section 3.1 plus the following: new teachers without experience – five (5) additional days in year one and three (3) additional days in year two; teachers new to the District with prior teaching experience – three (3) additional days year one. Teachers will be paid \$200 per day for attending these additional days. This payment shall come from Teacher Leadership and Compensation money. If the Teacher Leadership and Compensation money is eliminated, then there will be two (2) additional unpaid days for new teachers. New employees (teachers new to the district who are experienced teachers or who are new to the profession) and teachers who are in the second year of the two-year mentoring program will be required to attend one meeting per quarter with the Director of Staff Development.
- 3.4 **NONATTENDANCE** - Employee attendance shall not be required when student attendance is not required due to inclement weather or any other district-wide emergency closing.
- 3.5 **SNOW DAYS** - In the event school is closed for reasons of inclement weather, days of make-up will be conducted by extending the school contract year an equal number of days.
- 3.6 **SUMMER SCHOOL ATTENDANCE** - In the event the contract year is extended pursuant to Section 3.5, Snow Days, employees shall be granted absence from duty in order to attend summer school if the college begins or ends its summer session on dates which conflict with the regular contract year of the employee. Such absence from duty shall be charged to the employee's emergency leave. In all such cases, employees shall complete all duties and responsibilities associated with end-of-year contract work.
- 3.7 For employees working under multiple contracts, two half days on separate calendar days will not constitute one work day.
- 3.8 All references to one hundred eighty-five (185) days in this Agreement shall be subject to reopener in the even the District's Board of Directors determines additional days are necessary in light of the COVID-19 public health crisis.

**ARTICLE IV
SALARIES**

- 4.1 **SCHEDULE** - The salary of all employees covered by this Agreement shall be determined on the salary schedules as set out in Exhibit "A" and "A-1" and shall be paid in twelve (12) equal installments according to the following schedule:

2020 - 2021

| | |
|----------|-----------|
| 10/01/20 | Thursday |
| 11/02/20 | Monday |
| 12/01/20 | Tuesday |
| 01/04/21 | Monday |
| 02/01/21 | Monday |
| 03/01/21 | Monday |
| 04/01/21 | Thursday |
| 05/03/21 | Monday |
| 06/01/21 | Tuesday |
| 07/01/21 | Thursday |
| 08/02/21 | Monday |
| 09/01/21 | Wednesday |

2021 - 2022

Subject to reopener negotiations

2022 - 2023

Subject to reopener negotiations

- 4.11 All graduate coursework must be submitted using the “Coursework Preapproval” form to the Director of Human Resource Services within 14 work days of the commencement of the course. A decision will be made to the extent possible within 14 work days of receipt by the Director of Human Resource Services and given via email to the employee.

Any coursework that is mandated by the District to be taken by a group of employees who teach in a particular grade level or content area will be exempt from preapproval and will be accepted for advancement on the salary schedule (i.e. DIBELS, LETRS).

Any coursework taken as a result of a building initiative must still be pre-approved within 14 work days after the start of the course in order to qualify for advancement on the salary schedule.

Coursework that must be taken by any employee who is hired on a conditional or administrative decision license will not be subject to coursework pre-approval. However, all coursework that is above and beyond that required to satisfy the conditional or administrative decision license will be subject to the same guidelines.

To qualify for advancement from one horizontal salary classification to another on the basis of training, all graduate level coursework must be completed on or before September 1st of the year in which the advancement movement is to occur for the fall movement deadline of September 30th and on or before January 1st of the year in which the movement is to occur for the spring advancement movement deadline of February 20th. A completed “Request for Advancement on Teacher Salary Schedule” form and certified transcript of credits earned or official college/university grade reports shall be presented to the Director of Human Resources by 4:30 p.m. on September 30 of the school contract year in which said advance is to become effective. Approved advancement increases will be submitted to the Board for final approval and increases which are approved by the Board shall be included no later than the November 1st

paycheck. Adjustments for the last half of the contract year shall be included on the April 1st paycheck if a completed "Request for Advancement on Teacher Salary Schedule" form and certified transcript of credits earned or official college or university grade report is received by the Director of Human Resources by 4:30 p.m. on February 20. Increases which are approved effective with the November 1 paycheck will be retroactive to the first day of the first semester. Increases which are approved effective with the April 1 paycheck will be retroactive to the first day of the second semester. Transcripts or official college/university grade reports received after the deadlines shall be referred to the next filing day.

The Director of Human Resource Services will review all advancement requests submitted and make a determination with regard to approval by October 15 for the Fall filing deadline and by March 20 for the Spring filing deadline. Employees will be notified via email whether their request for horizontal advancement has been approved or denied. If a request for horizontal advancement is denied, the employee will be provided an explanation.

An addendum to an employee's individual contract will be issued for the employee to sign, date, and return to the Human Resources Department indicating the movement on the salary schedule.

Any graduate coursework that has not been preapproved by the Director of Human Resource Services outside the perimeters of this article will not apply toward eligibility for advancement credit until the staff member taking the coursework completes a graduate program with a degree and/or certificate in hand.

- 4.12 Official transcript or official college/university grade report, or letter from the college registrar carrying the name of the course, number of semester hours of credit, the date of completion of the course and bearing the signature of the registrar shall be accepted as evidence. The "Request for Advancement on Teacher Salary Schedule" form must be properly completed – incomplete forms will not be accepted.
- 4.13 Employees who are new to the District and have signed and returned their contract by September 1, shall receive their pay in 13 equal installments; the first will be by September 17. The remainder will be paid according to the pay dates outlined in Article 4.1.
- 4.14 Extended contracts, when mutually agreed upon by the employee and employer, shall be at a per diem rate computed by dividing the employee's base salary (excluding supplemental assignments) by 185.
- 4.15 ROTC positions will be paid in accordance with applicable federal law and regulations.
- 4.16 Educational Excellence and Teacher Compensation Funds – Any moneys actually appropriated and paid to the District in accordance with Iowa Code Chapter 294A (Educational Excellence Program) or Iowa Code Section 284.13(1)(h) (Teacher Compensation) shall be distributed as agreed upon by the parties and shall be added to the salary schedule (Exhibit A). If the moneys appropriated and paid to the District in accordance with Iowa Code Chapter 294A (Educational Excellence Program) or Iowa Code Section 284.13(1)(h) (Teacher Compensation) are reduced or eliminated, then the

salary schedule (Exhibit A) will be adjusted to reflect the reduction or elimination of the funds.

Total payments to all employees will take into consideration Medicare, Social Security, and IPERS expense so that the total cost to the School District is not greater than funding received.

All carryover TSS money from the previous year will be paid out to employees with the paycheck closest to May 1st provided the total amount of carryover to be paid out is more than \$6,000.

- 4.17 All employees will receive their pay by direct electronic deposit.
- 4.2 INCREMENTS - Employees on the appropriate salary schedule shall be granted a maximum of one increment or vertical step on the schedule for each year of satisfactory service until the maximum for their educational classification is reached. A year of service consists of employment in the Davenport Community School District for one-half or more of a contract year in one school year. A partial year shall be granted only once.
- 4.21 Vertical Movement - Employees will be permitted only one vertical step of advancement on the appropriate salary schedule each year.
- 4.22 Longevity Pay - Longevity increments equal to 5% of the base salary for teachers shall be provided as set forth in Exhibit "C"; or when teachers reach step 17-22 of the MA, MA+15, MA+30, or MA+60/PHD/Spec. lane and are beginning their 23rd year of experience with the District. Persons advancing from the B.A. or B.A. + 15 lanes to the M.A. lane who are currently receiving a longevity increment or who are on steps 12-22 shall be placed on Step 13 of the M.A. lane. Further, that any such person so placed on Step 13 of the M.A. lane from a longevity increment shall advance to Step 23 of his/her respective lane the year immediately following attainment of Step 16.
- 4.3 CREDIT FOR EXPERIENCE - Upon initial employment or re-employment and submission of satisfactory evidence, up to twenty (20) years of credit shall be given for previous contract teaching or nursing experience in an accredited private or public school, K through 12, as determined by the State Department of Public Instruction, which may include credit not to exceed two (2) years active duty military service, as defined by the United States Department of Defense, service in the Peace Corps, VISTA and the National Teacher Corps. In addition to the years of credit specified above, an additional two (2) years of appropriate business or industrial training or experience related to an instructional discipline may be recognized by the District for initial placement on the salary schedule.
- 4.4 CREDIT FOR TRAINING - The Superintendent, or his/her designee, shall grant credit for horizontal advancement in accordance with the following administrative rules and procedures. The Superintendent's decision in this regard will not be binding on the District unless it is in writing.
- 4.4.1 Bachelor's Degree shall be interpreted as having had the Bachelor's Degree in teaching/education conferred.

4.4.2 Advanced placement on the salary schedule beyond the Bachelor's Degree shall be on the basis of graduate credit directly related to the employee's teaching field and/or the major or minor area of preparation, or graduate credit for hours leading to an advanced degree in teaching/education. Graduate credit received from an educational institution having an advanced degree program in education or other field directly related to the employee's field of employment shall be recognized for placement on the salary schedule.

4.4.3 For purposes of placement and advancement on the salary schedule, the training levels are as follows:

Bachelor's Degree plus fifteen (15) semester hours shall be interpreted as having at least fifteen (15) hours of graduate work beyond the Bachelor's Degree in teaching/education. The fifteen (15) semester hours shall be earned after the Bachelor's Degree in teaching/education was conferred.

Master's Degree is interpreted as having had the Master's Degree conferred in teaching/education. Master's Degree plus fifteen (15) semester hours shall be interpreted as having at least fifteen (15) semester hours of graduate work beyond the Master's Degree in teaching/education. The fifteen (15) semester hours must have been earned after the Master's Degree in teaching/education was conferred.

Masters Degree plus thirty (30) semester hours shall be interpreted as meaning thirty (30) semester hours of graduate credit earned after the awarding of the Master's Degree in teaching/education.

Masters Degree plus sixty (60) semester hours shall be interpreted as meaning sixty (60) semester hours of graduate credit earned after the awarding of the Master's Degree in teaching/education.

Specialist's or Doctor's Degree shall be interpreted as having the Specialist's or Doctor's Degree conferred in education.

4.4.4 All credit hours must be earned in courses which are graduate level or above. No undergraduate coursework will be accepted for advancement. Proof of successful completion of the course or courses must be provided in the form of an official transcript, official grade report, or letter from an accredited college or university which has the right to offer licensure/certification credit in Iowa. Credits/graduate level coursework must be offered through an accredited university or college, or entity with the right to offer teacher licensure credit in Iowa and must be in semester hours. If credits are not in semester hours, a formula will be used to convert them.

4.4.5 In all cases, the Superintendent of Schools has the authority to approve, in advance, any course, if, in his/her judgment, the course is of special benefit to the teacher.

4.4.6 The Bachelor of Science Degree when in Library Science shall be classified as a Master's Degree when equal training qualifications are set in a school approved by the Superintendent of Schools.

4.4.7 The only credits/courses that will be accepted for horizontal advancement are credits/courses directly related to the employee's current teaching area or licensure endorsement(s). Credits/courses that are related to an Exhibit B/Supplemental assignment alone will not be accepted. Credits/courses that are taken to obtain an administrative degree and credits/courses that are taken to obtain a new teaching endorsement will be deemed to be related to the employee's teaching assignment.

4.4.8 Credits for any degree that are earned prior to the employee's receipt of the Bachelor's Degree in teaching/education will not be given credit, unless they are reviewed by the Superintendent and determined by the Superintendent to be beneficial to the employee's teaching assignment.

Horizontal Credit - Employees will be eligible to earn a maximum of 15 such hours throughout the entire course of their employment with the District.

Content graduate credit must be related to an area taught in the Davenport School District

Disputes regarding Section 4.4, may be processed through the grievance procedure. However, grievances regarding Subsections 4.4.2, 4.4.4, 4.4.7, or 4.4.8 will not be subject to arbitration as provided in Section 14.8, the Fourth Step of the Grievance Procedure.

4.5 ADDITIONAL CONTRACTS - The salary of each employee as compensation for performance of an additional contract shall be as set forth in Exhibit "B".

4.51 All coaching positions shall be covered by a separate additional contract. All other supplemental assignments shall be covered by a separate additional contract, except that in elementary vocal music, intramurals, cheerleading, drama, plays, debate, publications, and Intermediate School Activities Director, the employee's total contract may include such additional contract assignments, in which case the total assignment shall be covered by one contract.

4.6 PREVIOUS HEALTH LEAVE ACCUMULATION - Previously accumulated unused health leave days shall be restored to all returning employees.

4.7 SCHOOL ADMINISTRATIVE MANAGER (SAM) - The position of School Administrative Manager (SAM) shall be recognized as bargaining unit positions within the Association. The position of SAM will be filled by the District at its discretion. The appointment and removal of an employee as a SAM will not be subject to the grievance procedure. The basic work year for the SAM shall be the 185-day employee contract year prescribed in Article III. The District and the individual employee may mutually agree to an alternative flexible scheduling of the 185-day contract year. In addition, up to an additional five (5) days of extended contract time as per Section 3.2 of the contract may be added for specific activities. The selected employee will accrue bargaining unit seniority while on these assignments.

ARTICLE V HOURS

- 5.1 **LENGTH OF DAY AND NON-INSTRUCTION TIME** - The employee's workday shall be seven hours 40 minutes with a duty-free lunch period of a minimum of 25 minutes, exclusive of passing time.
- 5.11 Employees may leave the building during their lunch period upon prior notice to the principal's office.
 - 5.12 On the last student attendance day and the day preceding winter vacation, all schools shall be dismissed two (2) hours early. Teachers will be allowed to leave one (1) hour early. On days preceding other non-school days and on all Fridays, employees shall be permitted to leave their respective building ten (10) minutes early.
 - 5.13 Preschool-K-8 buildings will dismiss students two hours early at the end of every quarter so that teachers can complete assessments and grades.
 - 5.14 Employees assigned to more than one building in a given workday shall be provided a reasonable amount of travel time between buildings.
 - 5.15 An employee and the building principal may elect to implement a flexible scheduling plan within the building. The plan will include all of the provisions of 5.1. Employees participating in a flexible scheduling arrangement will be required to have advance written approval of the building principal in advance of the implementation of the schedule.
 - 5.16 Any employee who substitutes during his/her designated prep time will be compensated at the rate of \$28.00 per hour.
- 5.2 Conferences will be held for 12 hours during conference week. These may be scheduled Monday, Tuesday, or Wednesday evening and for no less than three hours Thursday morning. Conferences will end no later than 9:00 p.m. in the evening. There will be no school on Thursday or Friday. The fall conference days provided for in this Article and Section shall be counted as student attendance days.

High schools and middle schools (including Walcott grades 7-8) shall hold conferences four times a year, once each quarter, on or near mid-terms. The conferences will be held from 3:30 pm to 6:30 pm. High school and middle school (including Walcott grades 7-8) employees will not report to work on Thursday or Friday of the District conference week.

For nurses, up to six hours of the twelve hours of fall conference time may be held and used for school student registration. The nurse and principal shall mutually determine both the registration and parent teacher conference schedule. The total number of hours worked at either conferences or, at a combination of conferences and registration, must equal 12. Substitution of hours from conference week to registration is optional and does not negate the nurse's right for time off Thursday afternoon and all day Friday according to the building schedule. Reasonable personal excuses for being unable to attend either conferences or registration will be accepted.

Up to three hours of the twelve hours of fall conference time may be held and used for spring conferences. The decision to move up to three hours to the spring and the scheduling of fall and spring conferences will be by a vote of the teaching staff.

- 5.3 **EMPLOYEE HOURS BEYOND REGULAR WORKDAY** - If the District schedules an annual Open House event, employees shall be expected to participate. Those employees with responsibilities in more than one attendance center shall have no more than two (2) hours total time at multiple open house events. In addition, the District may schedule an employee for up to a maximum of three (3) additional hours of work per year to attend conferences and meetings so long as such activities are an extension of the employee's regular workday. The following conditions shall apply:
- a. Such extensions shall be subject to a maximum limit of two hours and a minimum of one-quarter hour.
 - b. The conferences or meetings shall be scheduled with adequate advance notice.
 - c. Reasonable personal excuses for being unable to attend scheduled meetings will be accepted.
 - d. Such meetings may be scheduled as evening functions only with the consent of the participating employee.
 - e. The central administration will coordinate the scheduling of such meetings.
 - f. Employee participation in activities beyond the above limitations shall be at the discretion of the employee.
- 5.4 **Early Release Wednesdays** – During the months of September through May one Wednesday early release per month will be designated by the District as teacher work time which may be used to prepare for parent-teacher conferences, work on Career Development Plans, or address other issues at the discretion of the teacher.

ARTICLE VI PAYROLL DEDUCTIONS AND REMITAL

- 6.1 **PAYROLL DEDUCTIONS** - Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, United Way, ISEA and/or local Credit Union savings and payments, insurance, savings bonds or any other plans or programs jointly approved by the Association and the Board. Such written employee authorizations shall be accepted 30 days in advance of the dates included in the schedule below:

Annuities: First of any month
Credit Union: local: First of any month
United Way: December 1
Insurance: First of any month
Savings Bonds: First of any month
Davenport School District Foundation: First of any month
Iowa Shares: December 1
Community Health Charities of Iowa: December 1

Any employee may terminate any of the above voluntary programs at any time by filing the appropriate cancellation form reasonably in advance of the deduction date with the payroll department of the District. All salary deductions authorized by this section of this Agreement 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.

- 6.2 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 as provided by this Article, except any costs or expenses attributable to the negligence or malfeasance of the District.

ARTICLE VII LEAVES OF ABSENCE

- 7.1 HEALTH LEAVE - At the beginning of each year of service, a total of fifteen (15) days of current health leave allowance shall be credited to each employee's record. New teachers to the district beginning in 2006-07 school year will be credited with ten (10) days of current health leave allowance and will receive an additional day for each year of service up to fifteen (15) days. Summer school employees shall be entitled to three (3) noncumulative days of health leave for use during summer school employment.
- 7.11 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.
- 7.12 Unused health leave shall be accumulated from year to year with no maximum limit. However, any employee hired for the 1993-94 year and thereafter shall be limited to a maximum accumulation of one-hundred eighty (180) days.
- 7.13 In order to be eligible for health leave allowance, the employee shall notify his/her immediate superior as soon as possible regarding the illness. 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.
- 7.14 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.
- 7.15 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.
- 7.16 A record of accumulated health leave will appear on an employee's pay check stub each month.
- 7.17 New employees whose services commence after the beginning of the school term shall be granted a pro rata share of the ten (10) days allowed.
- 7.18 Scheduled holidays which intervene during an employee's absence due to personal illness shall not be deducted from health leave allowance.
- 7.19 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, and the usage of health leave shall not be retroactive.

7.2 BEREAVEMENT LEAVE - Up to five (5) days leave with pay shall be allowed as necessary for each death in the immediate family. An additional five (5) days shall be allowed as necessary in the event of the death of a spouse or child. Members of the immediate family shall include only the following: spouse, child, mother, father, sister, brother, grandfather, grandmother, granddaughter, grandson, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or other relatives permanently residing with the employee.

7.3 EMERGENCY LEAVE - Up to a total of three (3) days leave each school year with pay shall be allowed in cases of emergency. Emergency leave shall not be used for vacations; employee's outside employment; activities related to the employment of an employee's spouse; or to attend events or transact business which can be scheduled during nonworking time. All absences for emergency reasons shall be reported to the immediate superior or Director of Human Resources, prior to departure if at all possible. Requests for all such absences must be submitted on the proper form.

7.31 Religious Leave - Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be excused by the Director of Human Resources with no loss of pay, and such leave shall be charged to emergency leave. Employees needing additional emergency days for such observances will not be penalized for the use of emergency days for religious leave. Requests shall be directed to the Program Director of Equity and Affirmative Action.

7.32 Unused emergency leave shall accumulate on an annual basis to a maximum of five (5) days.

7.4 PERSONAL LEAVE - Each employee will be allowed one (1) day leave without loss of pay each school year for personal reasons. The employee's immediate supervisor is to be given three (3) working days advance notice. Personal leave cannot be taken before or after any holiday or recess period or during the first three (3) working days or last three (3) working days of the school year. Unused personal leave shall accumulate on an annual basis to a maximum of three (3) days. The Director of Human Resources or his/her designee shall have the discretion to waive this three (3) working day notice requirement.

No more than 10% of a building's employees may utilize personal leave on any given day.

7.5 PROFESSIONAL LEAVE - Attendance at professional meetings or visiting other schools to observe specific programs may be permitted without loss of pay provided approval is received from the immediate superior of the employee. All such absences shall be in accordance with guidelines approved by the Board of Education.

7.6 JURY DUTY AND LEGAL LEAVE - Any employee called for jury duty during school hours or who is required to appear 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.

7.7 SABBATICAL LEAVE

- 7.71 Sabbatical leave may be granted for the purpose of professional study resulting in employees receiving certification for positions defined by the state or the district as hard to fill, travel or for such purpose as may be recommended and approved. A list of hard-to-fill positions will be posted on the District web site on an annual basis by October 1st.
- 7.72 Licensed personnel who have served six (6) consecutive years in the Davenport Community School District shall be eligible for Sabbatical leave.
- 7.73 Application must be submitted by February 15, if a person applies for a leave for the following school year. If a person requests a leave for the second semester, the request must be made at least three (3) months prior to the beginning of such leave. The applicant must submit a complete statement of the proposed itinerary if the applicant plans to travel.
- 7.74 A committee of three (3) representatives selected by the District and three (3) representatives selected by the Association shall review, evaluate, and make a recommendation on all applications. When a majority of the above committee present at any meeting recommends the granting of a sabbatical leave, such recommendation shall go to the Board of Directors whose action shall be final.
- 7.75 No more than two (2) sabbatical leaves shall be granted per year. Sabbatical leave shall not be granted for more than two (2) consecutive semesters.
- 7.76 The individual while on leave shall maintain status as though on active duty. Salary increments, pension plans and insurance coverage shall be continuous during the Sabbatical leave.
- 7.77 Upon return from Sabbatical leave, an employee shall be placed on the vertical step of the salary schedule where he/she would have been placed when the leave commenced. All efforts shall be made to place each person in the same or similar position held prior to going on Sabbatical leave.
- 7.78 Persons approved for a Sabbatical leave shall receive one-half their regular salary, exclusive of "extras" or compensation for extra-class activities. The compensation, less necessary deductions, shall be paid at the same time and in the same manner as to the other members of the staff.
- 7.79 The employee shall repay one-half of the Sabbatical money received if he/she fails to return to the District for one complete school year.

7.8 EXTENDED LEAVES OF ABSENCE WITHOUT PAY

- 7.81 Extended leaves of absences without pay shall be granted for reasons of health, professional study, family (as defined by FMLA guidelines) responsibilities, public office or for service to the Association. If granted for health reasons, a physician's statement with expected date of return shall be provided to the District. If granted for family responsibility, documentation of need shall also be provided.

- 7.82 All extended leaves of absence shall be for a period of up to four (4) consecutive semesters, and shall terminate at the conclusion of a semester. No employee shall be entitled to an extended leave of absence unless such employee shall have made application in writing to the Director of Human Resources not less than sixty (60) calendar days in advance of the projected date of commencement of the leave, except in cases of emergency. No employee shall be eligible for an extended leave of absence for family responsibilities unless such employee shall have been employed by the District for two (2) consecutive semesters without prior extended leave having been taken.
- 7.821 An employee shall be granted annually an extension with respect to leave of absence for health reasons in excess of four (4) consecutive semesters for just cause. For purposes of this section, "just cause" shall require a minimum showing that the affected employee is suffering from a continuing mental and/or physical disability which precludes the employee from performing the essential functions of the job.
- 7.822 Any employee requesting an extension of health leave or return from such leave shall submit, at the request of the District, to an examination by a physician designated by the District concerning such disability at the expense of the District.
- 7.823 Notwithstanding the foregoing, an extended leave of absence for health reasons shall terminate after an employee has been absent from the District for health reasons for five (5) consecutive years (inclusive of accrued sick leave taken by such employee).
- 7.824 Seniority shall be retained but shall not accrue with respect to extended leaves of absence for health or parental responsibilities.
- 7.825 Employees on extended leave of absence without pay shall notify, in writing, the Director of Human Resources by January 15 of their intent to return to the District for the subsequent school year.
- 7.83 An employee may request early termination of the leave in writing to the Director of Human Resources. Such a request shall be submitted at least thirty (30) days prior to the beginning of a new semester. Approval of such a request shall be contingent upon available vacancies.
- 7.84 While on extended leave, the employee's interest in retirement funds, accumulated health leave and placement on the salary schedule shall be frozen.
- 7.85 Employees on an extended unpaid leave of absence are not entitled to use accumulated health leave.
- 7.86 An employee returning from an extended leave shall be returned to a position for which the employee is best qualified.
- 7.87 If an employee is granted one of the above extended leaves and the spouse, also an employee of the District, wishes to accompany his/her spouse, an extended leave of absence shall be granted without benefits.

7.9 OTHER LEAVES

- 7.91 Association Leave - Officers and/or representatives of the Association shall be allowed up to a total of one hundred twenty (120) days of absence from school duties for Association business, fifty-five (55) of which shall be with no deduction and the remaining sixty-five (65) days shall be at a deduction equal to the then prevailing cost of a daily substitute. If there are operational problems as a result of additional leave utilization, the District and the Association will work together to develop a mutually satisfactory resolution. The Association or its designated representative shall provide five (5) days prior written notification to the Director of Human Resources of such leave use, except in cases of emergency. Association Leave shall not be used for political purposes.
- 7.92 Good Cause - Other temporary leaves of absence or leaves in excess of those amounts specified in this Article, with a per diem rate deducted equal to the then prevailing cost of a daily substitute, shall be granted by the Director of Human Resources for good cause upon written application.
- 7.93 Family and Medical Leave Act (FMLA) Leave - Employees covered by this agreement shall be covered by the terms and conditions of the FMLA. The rights and benefits provided by the FMLA shall be in addition to those granted by this collective bargaining agreement. Employees may receive information concerning the FMLA through the District Human Resources office.
- 7.94 Family Illness Leave Bank – A Family Illness Leave Bank shall be established and shall be administered by the Association as follows:
- A. Employee participation shall be voluntary and shall be activated by the employee contributing one of his/her personal or emergency leave days annually.
 - B. Family shall be defined as per Section 7.2 of this agreement.
 - C. Access to said leave days shall be after the utilization of the employee's emergency and personal leave days.
 - D. Family illness leave bank may be used for adoption.
 - E. Operational dates and additional operational rules shall be formulated and announced by the Association.
 - F. An employee may use a maximum of ten (10) days per year.
- 7.95 Catastrophic Leave Donation – Employees experiencing a documented catastrophic medical condition who have either exhausted or are forecasted to exhaust all paid leave may ask the District to send out a request for health leave donation to the teacher bargaining unit group. The employee request should be made to the Director of Human Resource Services. Active employees will be allowed to donate one (1) health leave day per fiscal year to another District bargaining unit employee(s) who has made such a request. The District will accept donations up to 30 days for each catastrophic occurrence. In the event that the catastrophic illness is not resolved in 30 work days, the employee may submit a request for an additional donation, up to a total of an additional 30 work days.

Once made, a health leave donation is irrevocable.

Catastrophic medical conditions include but are not limited to the following: A morbid condition that may be life-threatening and may leave significant residual disability, e.g. AIDS, major burns, trauma with residual paralysis, coma, terminal cancer, or other similar conditions. In the event that the condition and/or illness of the employee is not clearly identified by the District as catastrophic at the time that the request is submitted by the employee, the District reserves the right to consult with its' medical director regarding the condition and/or illness.

ARTICLE VIII JOB CLASSIFICATIONS

8.1 For job classification purposes, employees will be classified into departments and grade divisions as follows:

8.11 Elementary: Pre-K - 6 Grades

- Art
- Bilingual
- Counselor
- ESL
- Grades 1-6
- Instructional Literacy Coach
- Instructional Math Coach
- Media Specialist/Teacher Librarians
- Music
- Physical Education
- Preschool/Kindergarten
- Reading Intervention Specialist
- Special Education
- TAG
- All Other

8.12 Junior High 7 - 8 Grades

- Art
- At-Risk/Diversion
- Business Education
- Counselors
- ESL
- Family and Consumer Sciences
- Health Education
- Industrial Technology
- Instructional Literacy Coach
- Instructional Math Coach
- Instrumental Music
- Language Arts
- Media Specialist/Teacher Librarians
- Physical Education
- Reading
- Science
- Social Studies
- Special Education

TAG
Vocal Music
World Language

8.13 High School 9 - 12 Grades

Activities Manager
Art
At-Risk/Diversion
Business Education
Counselors
Dean of Students
ESL
Family and Consumer Sciences
Health Education
Industrial Technology
Instructional Math Coach
Instrumental Music
Language Arts
Mathematics
Media Specialist/Teacher Librarian
Physical Education
Reading
ROTC
Science
Social Studies
Special Education
TAG
Vocational Education
Vocal Music
World Language

8.14 Nurses

8.15 Gateway to Technology

8.16 Computer Technology Teacher / DDI

8.17 School Liaison

8.18 School Administrative Manager

8.19 Instructional Facilitators

8.2 SPLIT ASSIGNMENTS – Employees assigned to two or more departments, grade divisions, or buildings, as defined in 8.1 above shall be classified based on the majority of their assignment. When assignments are split equally, the employee shall annually designate in writing to the District, within thirty (30) days after the assignment begins, the department, grade division, or building within which they are to be classified. The District shall make the determination for any employee failing to meet the above timeline.

ARTICLE IX
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 X HEALTH AND SAFETY

- 10.1 **EMPLOYEE PHYSICAL REQUIREMENTS** - Each employee shall be advised in writing through the job vacancy notice 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.
- 10.2 **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.
- 10.3 **PROTECTING DEVICES** - Such special clothing, equipment and devices 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 XI IN-SERVICE

IN-SERVICE TRAINING - All in-service training shall be mutually-agreed upon by the parties. The administration of in-service training will be the responsibility of the Board. The District shall schedule a total of 2.5 days of inservice.

ARTICLE XII EMPLOYEE PERSONNEL FILE

ACCESS TO PERSONNEL FILES - Neither the Board nor any of its representatives shall establish any separate personnel file unavailable for employee inspection. Any employee shall have the right to review the contents of their personnel file at any time. A representative of the Association may, at the employee's request, accompany the employee in this review. Only confidential job recommendations shall be excluded from this review. The employee shall have the right to copies of any of the contents of the file, except for confidential job recommendations.

ARTICLE XIII JOINT COMMITTEES

The parties agree to maintain 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 initial committees shall include:

- (1) Labor-Management;
- (2) Evaluation and Peer Review,
- (3) Faculty Transfers & Reductions,
- (4) Insurance and Benefits including Early Retirement,
- (5) TLCS Oversight; and
- (6) Absenteeism.

The Association 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 GRIEVANCE PROCEDURE

- 14.1 **GRIEVANCE** - 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.
- 14.2 **QUESTIONS OR COMPLAINTS** - An attempt should be made to resolve any questions or complaint alleged to be a grievance in an informal discussion between the employee and the Supervisor. If requested by the employee, the Association shall be notified and may participate in this informal discussion.
- 14.3 **ASSOCIATION REPRESENTATION RIGHTS** - The Association will be notified of any written grievance filed in the grievance procedure, and a representative of the Association shall have the right to be present at the meeting at each step involving such grievance.
- 14.4 **SPECIAL PROCEDURES**
 - 14.41 The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
 - 14.42 When mutually agreed to by the Association and the Superintendent or his/her designated representative, the first and/or second steps of the grievance procedure may be waived in a specific situation. When this happens such grievance will be automatically appealed to the next step.
 - 14.43 In the event a grievance is filed at such time that it cannot be processed through all the steps in the procedure by the end of the school year, steps 1 and 2 will be waived and step 3 will be expedited so that, if possible, the procedure can be completed within thirty (30) days after the end of the school year.

- 14.44 Any informal or formal resolution of an alleged grievance shall not be inconsistent with any provision of this Agreement.
- 14.45 A grievance of a general nature involving the interpretation and application of a provision or provisions of this Agreement may be filed by the Association in step 2 of this grievance procedure.
- 14.46 All documents, communications and records dealing with the processing of a grievance, if retained for any reason, shall be available to the employee or the Association.
- 14.5 FIRST STEP - If a question or complaint is not resolved informally, the employee may file a grievance in writing with the Supervisor within twenty-one (21) calendar days after the date of the occurrence of the event giving rise to the grievance or after such event became known to the grievant.
- 14.51 Grievances should be filed, whenever possible, on the grievance report form(s) set forth in Exhibit D.
- 14.52 The written grievance should state the alleged violation and should note the specific clause or clauses of this Agreement which have been violated, misinterpreted or misapplied; and the remedy requested.
- 14.53 Within five (5) working days after the supervisor receives the written grievance, a meeting shall be held with the aggrieved at a mutually agreeable time to discuss the alleged grievance and attempt to resolve same.
- 14.54 The supervisor or other administrator who has authority to make a decision on the grievance shall render such decision on the grievance and communicate it in writing to the aggrieved employee and the Superintendent within five (5) working days following the meeting.
- 14.6 SECOND STEP - In the event a grievance has not been satisfactorily resolved at the first step; the aggrieved, if he/she so desires, may file an appeal of the decision within five (5) working days of the said written decision with the Superintendent's designee.
- 14.61 Within five (5) working days after the written grievance is filed, the aggrieved, the representative of the aggrieved, the supervisor and the Superintendent's designee, shall meet in an attempt to resolve the grievance. The Superintendent's designee shall file an answer within five (5) working days of the second step grievance meeting and communicate it in writing to the employee, the principal and the representative of the employee.
- 14.62 It is understood that a class action or general grievance involving one or more licensed employees or grievances involving an administrative decision above the building level may be initially filed by the Association at this step. Such grievance shall be filed within sixty (60) calendar days after the date of the occurrence of the event giving rise to the grievance or after such event became known to the Association President.
- 14.7 THIRD STEP - In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved if he/she so desires may file an appeal of the decision within five (5) working days of the said written decision with the Superintendent.

- 14.71 Within five (5) working days after the written grievance is appealed, the aggrieved and the Association's representatives shall meet with the Superintendent. He/she shall file a decision within five (5) working days of the third step grievance meeting and communicate it in writing to the employee, the supervisor and the representative of the employee.
- 14.8 **FOURTH STEP** - In the event a grievance has not been satisfactorily resolved at the third step, a demand for arbitration may be filed within twenty (20) working days of the date of the third step decision. Failure to file for arbitration within twenty (20) working days shall deem the grievance to be settled on the basis of the third step decision. Only grievances processed through the preceding steps of this procedure may be submitted to arbitration.
- 14.81 Binding arbitration shall mean the hearing and determination of a case in controversy by a person selected by the parties. 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. The decision of the arbitrator shall be final and binding on both parties.
- 14.82 The Parties to this agreement shall annually select a panel of arbitrators to serve during the term of this agreement. During the term of this agreement, the parties have agreed to a permanent panel of arbitrators consisting of Michael Thompson, Ron Hoh, Lisa Salkovitz-Kohn, Harry Graham, Harvey Nathan, Anna DuVal Smith, Hugh Perry, Kristin Johnson, and Nancy Powers. If a claim is submitted to arbitration as per Section 14.8 above, 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. Such arbitration shall be conducted according to the rules and procedures of the American Arbitration Association.
- 14.83 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.
- 14.84 The arbitration hearing regarding the grievance shall be held not later than sixty (60) calendar days after an arbitrator has been selected by the parties.

CONTRACT LENGTH

ARTICLE XV

DURATION

15.1 DURATION PERIOD – This Agreement shall be effective as of July 1, 2020, and shall continue in effect until June 30, 2023. However, the parties will reopen this Agreement for the purpose of negotiating Wages, Article III, and Article IV applicable to Contract years 2021-2022 and 2022-2023. During the reopener, the District and Union may each select up to two (2) additional articles for negotiation.

15.2 The Association and the Board shall retain the sole and exclusive authority to make any exception to or waiver of any provision(s) of this collective bargaining agreement.

15.3 SIGNATURE CLAUSE – In witness whereof the parties hereto have caused this agreement to be signed by their respective representatives, on this 23rd day of June, 2020.

ASSOCIATION

BOARD OF EDUCATION

By John J Kealey Jr

By Patricia B

EXHIBIT "A"

Davenport Community School District

Teachers' Salary Schedule 2020-2021

(TQ 2020-2021 = \$4,500)

| Step | B.A. | B.A.+15 | M.A. | M.A.+15 | M.A.+30 | MA +60 Spec/ Dr. |
|------|------------------|------------------|------------------|------------------|------------------|---------------------|
| 1 | 1.00 \$38,015 | 1.05 \$39,691 | 1.15 \$43,042 | 1.20 \$44,718 | 1.25 \$46,394 | 1.30 \$48,070 |
| 2 | 1.05 \$39,691 | 1.10 \$41,367 | 1.20 \$44,718 | 1.25 \$46,394 | 1.30 \$48,070 | 1.35 \$49,745 |
| 3 | 1.10 \$41,367 | 1.15 \$43,042 | 1.25 \$46,394 | 1.30 \$48,070 | 1.35 \$49,745 | 1.40 \$51,421 |
| 4 | 1.15 \$43,042 | 1.20 \$44,718 | 1.30 \$48,070 | 1.35 \$49,745 | 1.40 \$51,421 | 1.45 \$53,097 |
| 5 | 1.20 \$44,718 | 1.25 \$46,394 | 1.35 \$49,745 | 1.40 \$51,421 | 1.45 \$53,097 | 1.50 \$54,773 |
| 6 | 1.25 \$46,394 | 1.30 \$48,070 | 1.40 \$51,421 | 1.45 \$53,097 | 1.50 \$54,773 | 1.55 \$56,448 |
| 7 | 1.30 \$48,070 | 1.35 \$49,745 | 1.45 \$53,097 | 1.50 \$54,773 | 1.55 \$56,448 | 1.60 \$58,124 |
| 8 | 1.35 \$49,745 | 1.40 \$51,421 | 1.50 \$54,773 | 1.55 \$56,448 | 1.60 \$58,124 | 1.65 \$59,800 |
| 9 | 1.40 \$51,421 | 1.45 \$53,097 | 1.55 \$56,448 | 1.60 \$58,124 | 1.65 \$59,800 | 1.70 \$61,476 |
| 10 | 1.45 \$53,097 | 1.50 \$54,773 | 1.60 \$58,124 | 1.65 \$59,800 | 1.70 \$61,476 | 1.75 \$63,151 |
| 11 | 1.50 \$54,773 | 1.55 \$56,448 | 1.65 \$59,800 | 1.70 \$61,476 | 1.75 \$63,151 | 1.80 \$64,827 |
| 12 | | | 1.70 \$61,476 | 1.75 \$63,151 | 1.80 \$64,827 | 1.85 \$66,503 |
| 13 | | | 1.75 \$63,151 | 1.80 \$64,827 | 1.85 \$66,503 | 1.90 \$68,179 |
| 14 | | | 1.80 \$64,827 | 1.85 \$66,503 | 1.90 \$68,179 | 1.95 \$69,854 |
| 15 | | | 1.85 \$66,503 | 1.90 \$68,179 | 1.95 \$69,854 | 2.00 \$71,530 |
| 16 | | | 1.90 \$68,179 | 1.95 \$69,854 | 2.00 \$71,530 | 2.05 \$73,206 |

**EXHIBIT
"C"**

| | | | | | | |
|----|------------------|------------------|------------------|------------------|------------------|------------------|
| 23 | 1.55 \$56,448 | 1.60 \$58,124 | 1.95 \$69,854 | 2.00 \$71,530 | 2.05 \$73,206 | 2.10 \$74,882 |
| 26 | 1.60 \$58,124 | 1.65 \$59,800 | 2.00 \$71,530 | 2.05 \$73,206 | 2.10 \$74,882 | 2.15 \$76,557 |
| 29 | 1.65 \$59,800 | 1.70 \$61,476 | 2.05 \$73,206 | 2.10 \$74,882 | 2.15 \$76,557 | 2.20 \$78,233 |

EXHIBIT "A-1"

Davenport Community School District

Nurses' Salary Schedule 2020-2021

| | |
|------|------------------|
| Step | |
| 1 | 1.00 \$30,322 |
| 2 | 1.03 \$31,232 |
| 3 | 1.06 \$32,141 |
| 4 | 1.09 \$33,051 |
| 5 | 1.12 \$33,961 |
| 6 | 1.15 \$34,870 |
| 7 | 1.18 \$35,780 |
| 8 | 1.21 \$36,690 |
| 9 | 1.24 \$37,599 |
| | |
| 23 | 1.27 \$38,509 |
| 26 | 1.30 \$39,419 |
| 29 | 1.33 \$40,328 |

EXHIBIT "B"

ADDITIONAL CONTRACTS 2020-2021

BASE SALARY FOR COMPUTING ADDITIONAL SALARY AMOUNTS:
2020 – 2021: \$32,765.00

SPORTS

| | | % |
|------------------|--|----|
| Athletic Trainer | | 35 |
| | H S Strength Coach | 5 |
| | H S Strength & Conditioning Specialist | 25 |
| Baseball | Varsity | 25 |
| | Assistant | 12 |
| Basketball | Boys'/Girls' Varsity | 25 |
| | Boys'/Girls' Assistant | 12 |
| | Boys'/Girls' 8th Grade | 7 |
| | Boys'/Girls' 7th Grade | 7 |
| Bowling | | 5 |
| Cheerleaders | Sr. High Cheerleading | 19 |
| | Assistant Sr. High Cheerleading | 12 |
| Football | Varsity | 25 |
| | Assistant | 12 |
| | 8th Grade | 8 |
| | Assistant 8th Grade | 7 |
| | 7th Grade | 8 |
| | Assistant 7th Grade | 7 |
| Golf | Boys'/Girls' Varsity | 14 |
| | Boys'/Girls' Assistant Varsity | 10 |
| Soccer | Boys'/Girls' Varsity | 20 |
| | Boys'/Girls' Assistant | 12 |
| Softball | Varsity | 25 |
| | Assistant | 12 |
| Swimming | Boys'/Girls' Varsity | 20 |
| | Boys'/Girls' Assistant | 12 |
| Swimming | | |
| E. and W. | Junior High Co-ed | 6 |
| E. and W. | Assistant Junior High Co-ed | 4 |
| E. and W. | Junior High Diving | 6 |

| | | |
|------------|-----------------------------|----|
| Tennis | Boys'/Girls' Varsity | 14 |
| Track | Boys'/Girls' Varsity | 20 |
| | Boys'/Girls' Assistant | 12 |
| | Junior High Co-ed | 7 |
| | Assistant Junior High Co-ed | 5 |
| | Boys'/Girls' Cross Country | 20 |
| | Cross Country (Junior High) | 7 |
| Volleyball | Varsity | 25 |
| | Assistant | 12 |
| | 8th Grade | 8 |
| | 7th Grade | 8 |
| Wrestling | Varsity | 25 |
| | Assistant | 12 |
| | 8th Grade | 7 |
| | 7th Grade | 7 |

OTHERS

| | | |
|--|---|----|
| Activities Managers Junior High | | 20 |
| All School Play | | 7 |
| Art | | 2 |
| Band | | |
| | H S Band Directors -Summer Band | 25 |
| | Assistant Senior High Band | 20 |
| | Junior High Band 1st | 10 |
| | Junior High Band - 2nd | 10 |
| | H S Marching Percussion | 4 |
| | Elementary orchestra/band unattached to Junior High | 10 |
| Creative Arts Academy Fine Arts Faculty_ | | |
| (In lieu of any other Junior High or HS supplemental for: All School Play; Art; Band; Drama; Music (Vocal); Musical (High School); and Orchestra.) | | 5 |
| Choreographer | | 3 |
| Dean of Students | | 15 |
| Debate | Senior High | 14 |
| Department Heads/Team Leaders: | | |
| | Senior High | 6 |
| | Junior High | 6 |

| | | |
|--|----------------------------------|------------|
| Drama | Senior High | 7 |
| Drum Line | | 7 |
| Events Manager | | 10 |
| Flag Line Instructor | | 7 |
| Future Teacher Club | | 25 |
| Head Nurse | | 14 |
| Intramurals | Sr. High Boys/Girls | 7 |
| | Assistant Sr. High Boys/Girls | 5 |
| | Junior High Boys/Girls | 8 |
| | Assistant Junior High Boys/Girls | 5 |
| | Elementary (Before/After School) | 6 |
| Music (Vocal) | Senior High/With Show Choir | 25 |
| | Senior High Second Position | 20 |
| | Junior High | 10 |
| | (1 per building) | |
| | Assistant Junior High | 3 |
| | (1 per building) | |
| | Elementary | 5 |
| Musical (High School) | | |
| | Book Director | 5 |
| | Technical Director | 5 |
| | Musical Director | 3 |
| | Pit Director | 2 |
| | Accompanist (musical) | 2 |
| National Board Certification – annually as long as certification is held | | \$1,500.00 |
| National Honor Society Advisor | | 2 |
| Newspaper Advisor | | 14 |
| Orchestra | Sr. High | 12 |
| | Intermediate | 10 |
| Pom-Pom / Dance Coach | | 14 |
| ROTC | | 19 |
| Safety Patrol | | 5 |
| SAM | | 20 |
| SPED | | |

| | | |
|--|---|----------|
| Instructional Strategist I and Early Childhood | Beginning with the 2016-17 school year \$4,000.00 Years 1 through 5 \$6,000.00 Years 6 and beyond | |
| Hearing Impaired | Beginning with the 2016-17 school year \$4,000.00 Years 1 through 5 \$6,000.00 Years 6 and beyond | |
| Instructional Strategist II | Beginning with the 2016-17 school year \$8,000.00 Years 1 through 5 \$10,000.00 Years 6 and beyond | |
| SPED Department Heads | Beginning with the 2016-17 school year \$4,000.00 Years 1 through 5 \$6,000.00 Years 6 and beyond plus the additional 6% Department Head Supplemental | |
| STEM | | 25 |
| Student Council (Elem/Junior High) Teacher-in-charge | | 2 |
| Elementary | | 15 |
| Yearbook Advisor | | 14 |
| Mentor Teacher | | \$100 |
| District-wide summer school, curriculum writing, and all other non-instructional activities | | \$28/hr. |
| Student instructional activities beyond 3.1, 5.1, and 5.3 (Pre-existing grants grandfathered at \$20/hr. till re-apply) | | \$28/hr. |
| Junior High Summer School Band/Orchestra | | \$28/hr. |

EXHIBIT D

DEA/DCSD GRIEVANCE FORM

Name of Grievant _____
School or Building _____
Date of Alleged Violation _____

Grievance # _____
Date Filed _____
(to be completed by
the Administrator)

SPECIFIC PROVISION (S) OF CONTRACT ALLEGEDLY VIOLATED: _____

ALLEGED VIOLATION:

REMEDY REQUESTED:

DISTRIBUTION OF FORM: Grievant, Immediate Supervisor, DEA

(Signature of Grievant)

Date

CHECK ONE:

- _____ Level 1 (Immediate Supervisor or Principal)
- _____ Level 2 (Superintendent's Designee) Appeal of a Level #1 decision must be made within five (5) working days.
- _____ Level 3 (Superintendent) Appeal of a Level #2 decision must be made within five (5) working days.

EXHIBIT E

DEA/ DCSD GRIEVANCE RESPONSE FORM

Grievance # _____

Name of Grievant _____

School or Building _____

Check One:

_____ Level 1

_____ Level 2

_____ Level 3

DECISION OF ADMINISTRATOR

Date of Decision _____

Signature

Title

Memorandum of Understanding Teacher Leadership Compensation System

Since 2014, the Davenport Community School District has been a participant in the Iowa Teacher Leadership System administered by the Iowa Department of Education. The Davenport Community School District (DCSD) and the Davenport Education Association (DEA) now agree it is time to revise this system to better support teachers and students in the DCSD. This MOU will replace the MOU #2 in the 2017-2020 master contract effective date February 1, 2019. Positions including: Lead Teacher, Content Lead Teacher, Mentor Teacher, Technology Integration Lead Teacher, Technology Integration Model Teacher, and Literacy/Math Coaches positions will be eliminated. These eliminated positions will follow the previous staff reduction procedures from the former MOU #2 effective before February 1, 2019.

II. SENIORITY

A. For the purposes of seniority, all TLCS positions will be considered to be regular, full-time bargaining unit positions and employees serving in TLCS positions will continue to accrue seniority as specified in the Master Contract.

III. WAGES & SALARIES

A. In accordance with Iowa Code Chapter 279, all teachers chosen for TLCS positions shall retain their regular teaching contract.

B. In addition to a regular 185 contract, each Navigator will be issued a one-year contract and compensated \$250 minimum and \$250 per additional new hire.

C. In addition to a regular 185 contract, each Model Teacher will be issued a one-year extended contract for 1 additional day. The stipend for this extended contract will be \$750.

D. In addition to a regular 185 contract, each CTT Guide will be issued a one-year extended contract for 1 additional day. The stipend for this extended contract will be \$750.

E. In addition to a regular 185 contract, each Teacher Innovator will be issued a one-year extended contract for 8 additional days. The stipend for this extended contract will be \$5,000.

F. In addition to a regular 185 contract, each TLCS Lead Support Teacher will be issued a one-year extended contract for 18 additional days. The stipend for this extended contract will be \$12,000.

G. While Instructional coaches are no longer a TLCS position they will receive a supplemental contract paid at 6% of the supplemental base salary with no additional contract days. The supplemental funding shall not be dependent on TLCS or general funds.

IV. FUNDING FOR THE PROGRAM

A. Teacher leadership supplemental foundation aid from the state of Iowa shall be required to sustain the TLCS program. The TLCS compensation will not be included in the salary schedule. Any reduction or elimination of this support will result in a corresponding reduction or elimination of the assignments and compensation described in this Memorandum of Understanding.

VI. REVIEW AND REAPPLICATION

- A. All TLCS positions are one-year positions and must be reviewed yearly.
1. CTT Guides and Navigators can reapply annually.
 2. Lead Support Teachers and Teacher Innovators must reapply after a three cycle.

B. Lead Support Teachers, Teacher Innovators, and Model Teachers will be responsible for developing an annual growth/improvement plan.

C. An annual TLCS peer-review survey will be given to DCSD Teachers to be completed during a Wednesday Professional Development time. This will be used to help develop an annual growth plan.

VII. LEAVES OF ABSENCE

A. The Davenport Education Association (DEA) together with the Davenport Community School District (DCSD) recognizes that, in order to accomplish the goals and mission of the district, daily attendance by all employees is imperative. This is especially true of all TLCS Employees who are expected to regularly support their building and district staff. DEA along with DCSD agree to the following procedures as it pertains to attendance of all TLCS Teachers:

1. Any TLCS Teacher who receives an attendance letter from the Human Resource Office will be subject to a review by the TLCS Oversight SubCommittee.
2. The TLCS Oversight Subcommittee will be comprised of an equal number of DEA Bargaining Unit Members and DCSD Administration.
3. The TLCS Oversight Subcommittee will be charged with making a determination as to whether the teacher will be able to remain in the TLCS position or be asked to resign.
4. When a TLCS Teacher is subject to a review, notification of the review will be provided in writing to the employee.
5. Any TLCS teacher whose attendance is reviewed by the TLCS Oversight Committee can request a meeting with the Oversight Sub-Committee.
6. A formal request for a meeting must be submitted to the Human Resource Office within 10 business days of the date of notification that a review will be conducted.
7. When a formal request has been made by the TLCS Teacher subject to a review, a meeting will be scheduled with the employee and the TLCS Oversight Subcommittee.
8. The TLCS Teacher who is being reviewed and has requested a meeting will receive formal notification of the meeting, date time and place.
9. Once the review has been completed, The TLCS employee will receive notification of the decision of the TLCS Oversight Sub-Committee.



B. While on an extended leave without pay (more than 12 weeks), the employee's TLCS supplemental contract for either the Lead Support Teachers, Teacher Innovators, CTT Guide, and Navigator will end. In order to be reinstated as either a Lead Support Teachers, Teacher Innovators, CTT Guide, and Navigator the employee must follow the procedures for application.

C. While on an extended leave without pay (more than 12 weeks), the employee's TLCS supplemental contract for the Model teacher will be frozen until such time the employee returns from the extended unpaid leave. The supplemental contract will be reinstated and prorated based on the number of days remaining in the teachers' contract year.

D. Each year before the start of the 4th quarter, TLCS Teachers are provided a calendar containing the following school year's extra contract day dates so that TLCS Teachers can plan accordingly. As such, any TLCS Teacher missing an end-of-the-year TLCS contract date for insufficient cause will have \$200 deducted from their supplemental salary portion of their paycheck in either the month of July or August. Insufficient cause is defined as nonemergency and/or non-long term planned events. To avoid losing pay, TLCS teachers must

notify TLCS Lead Support Teachers of any absence or conflicts within two weeks of receiving the dates.

VIII. This Memorandum of Understanding (MOU) shall be in effect beginning February 1, 2019, for the 2019-20 school year and shall be reviewed and/or amended on an annual basis thereafter.

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|  _____ |  _____ |
| For the Association | For the District |
| 6/23/2020 | 6/23/2020 |
| _____ | _____ |
| Date | Date |

MEMORANDUM OF AGREEMENT
Early Childhood Special Education Stipend

The Davenport Community School District (“the District”) and the Davenport Education Association (“the Association”) share a strong commitment to the mutual goal to improve early childhood student achievement within our schools. Due to changes in the master contract language on additional contract stipends for special education teachers, and the difference in endorsements applicable to early childhood teachers, the District and the Association agree as follows:

1. For purposes of assigning the additional contract stipends, those early childhood instructors holding endorsement 100 (Pk-3 Teacher, Regular Education/Special Education) and who are currently teaching early childhood special education for the 2019-2020 school year and who will continue to do so will be granted the Instructional Strategist I stipend.
2. The three (3) early childhood special education teachers who are currently receiving the \$8,000 Instructional Strategist II-level stipend will continue to receive this stipend, provided they maintain their current position. If they transfer to a different early childhood instructor position, they will no longer be eligible for the Instructional Strategist II-level stipend and will instead be granted the Instructional Strategist I amount.

This agreement shall be effective until June 30, 2021, when wages will be discussed during a contract reopener. The parties may mutually agree to extend or modify this agreement at any time.


For the Association


For the District

6/23/2020
Date

6/23/2020
Date