

MASTER CONTRACT

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Between the

**DAVENPORT COMMUNITY
SCHOOL DISTRICT**

and the

**DAVENPORT EDUCATION
ASSOCIATION**

2003 – 2004

**DAVENPORT COMMUNITY
SCHOOL DISTRICT**

Davenport, Iowa

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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 as thereafter amended from time to time by written agreement of the parties.
- 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 as provided in Article XII of this Agreement. 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 All employees covered by this Agreement will be accorded full seniority set out above for purposes of layoff, recall, bidding and transfer as hereinafter set out. A full-time employee may elect to take a layoff in lieu of a part-time position, and may thereafter exercise the right provided by Section 12.43.
- 2.5 Employees with emergency and/or conditional certificates shall be deemed junior in seniority to all other employees.
This Article and Section apply to all provisions of Articles XII and XIII.
- 2.6 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.

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:

2003 – 2004

July 1- August 18	Summer Recess (starts Tuesday)
August 19	Optional In-Service Day (Must serve August 18, 2003 or June 3, 2004)
September 1	Labor Day
November 26-28	Thanksgiving Break
December 22 – January 2	Winter Break
January 19	Martin Luther King Day
February 16	Presidents' Day
March 22-26	Spring Break
April 12	Spring Break
May 31	Memorial Day
June 2	Last Day for Teachers
June 3	Optional In-Service Day (Must serve August 18, 2003 or June 3, 2004) Summer Recess

- 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 two (2) weekdays immediately preceding the first contract day. 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.

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:

9/2/03	Tuesday
10/1/03	Wednesday
10/31/03	Friday
12/1/03	Monday
1/2/04	Friday
2/2/04	Monday
3/1/04	Monday
4/1/04	Thursday
4/30/04	Friday
6/1/04	Tuesday
7/01/04	Thursday
8/2/04	Monday
9/1/04	Wednesday

- 4.11 To qualify for advancement from one horizontal salary classification to another on the basis of training, a certified transcript of credits earned shall be presented to the Director of Human Resources by September 30 of the school contract year in which said advance is to become effective and 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 evidence is received by the Director

of Human Resources by February 20. Transcripts received after the deadlines shall be referred to the next filing day. All such adjustments shall be retroactive to the beginning of the semester during which said adjustments are made.

- 4.12 Official transcript, grade card or letter from the college registrar carrying the name of the course, the 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.
- 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.
- 4.2 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"; provided, however, that persons advancing from the B.A. or B.A. + 15 lanes to the M.A. lane who are currently receiving a longevity increment shall be placed on Step 13 of the M.A. lane; provided, further, that any such person so placed on Step 13 of the M.A. lane 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 ten (10) 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 for military or alternative civilian service required by the Selective Service System, 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 - Three (3) years of training shall be interpreted as meaning ninety (90) semester hours of college credit.

Bachelor's Degree shall be interpreted as having had the Bachelor's Degree conferred.

Advanced placement on the salary schedule beyond the Bachelor's Degree shall be on the basis of graduate credit related to the employee's teaching field and/or major or minor area of preparation, or graduate credit for hours leading to an advanced degree.

Graduate credit received from an educational institution having an advanced degree program in education or other field directly or indirectly related to the employee's field of employment shall be recognized for placement on the salary schedule.

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. The fifteen (15) semester hours shall be earned after the Bachelor's Degree was conferred.

Master's Degree is interpreted as having had the Master's Degree conferred. 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. The fifteen (15) semester hours must have been earned after the Master's Degree was conferred.

Master's 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.

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

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

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.

Horizontal Credit - Employees will be eligible to earn a maximum of 15 such hours.

4.5 SUPPLEMENTALS - The salary of each employee as compensation for performance of a supplemental assignment shall be as set forth in Exhibit "B".

4.51 All coaching positions shall be covered by a separate supplemental contract. All other supplemental assignments shall be covered by a separate supplemental 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 supplemental assignments, in which case the total assignment shall be covered by one contract.

4.52 Employee participation in supplemental assignments shall be voluntary, except that an employee wishing to resign the supplemental assignments that are a part of the employee's total contract shall notify the Board in writing of such request prior to March 1, and the Board shall make a good faith effort to accommodate the request of the employee. If an acceptable replacement is not found prior to the issuing of contracts, the assignment will remain a part of the employee's total contract. However, if a substantial change is made in either the scheduling of practice sessions or the length of regular season after March 1, or becomes known to the employee after March 1, the employee may, within ten (10) working days of such notice or knowledge, unilaterally resign from the supplemental part of his total contract or separate contract.

- 4.53 Vacancies - All vacancies for summer school and for curriculum writing shall be filled by those employees of the Davenport Community School District covered by this Agreement providing an adequate number of certificated staff members are available.
- 4.6 PREVIOUS HEALTH LEAVE ACCUMULATION - Previously accumulated unused health leave days shall be restored to all returning employees.
- 4.7 REIMBURSEMENT - Employees who are required to use their own automobiles in performance of their duties, and employees who are assigned to more than one (1) school per day shall be reimbursed for all travel at the rate prescribed by Chapter 79.9 of the Iowa Code. Reimbursement shall be for all driving done between arrival at the first location at the beginning of the workday and the last location at the end of the workday.
- 4.8 The mandatory provisions of the Phase III agreement entered into between the parties to this contract shall be incorporated by reference to and hereby made a part of this contract.

ARTICLE V

HOURS

- 5.1 LENGTH OF DAY AND NONINSTRUCTION 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 Employees shall leave the building by 5:00 p.m. unless special arrangements have been made with the principal.
- 5.13 On the last student attendance day and the day preceding winter vacation, all schools shall be dismissed two (2) hours early. On days proceeding other nonschool days and on all Fridays, employees shall be permitted to leave their respective building ten (10) minutes early.
- 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.
- 5.2 Conferences will be held for four (4) hours on Thursday morning of Conference week. Conferences will be held for two (2) four (4) hour sessions on either Monday, Tuesday, Wednesday, Thursday evening, or Friday morning. If conferences are scheduled Thursday morning and evening, teachers will be allowed to leave the building after Thursday morning conferences. Conferences will end no later than 9:00 P.M. in the evening. There will be no school on Friday afternoon. The Fall conference days provided for in this Article and Section shall be counted as student attendance days.

- 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 six (6) 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.

ARTICLE VI

PAYROLL DEDUCTIONS AND REMITTAL

- 6.1 **AUTHORIZATION** - Any employee who is a member of the Association, may have such dues deducted on a monthly basis. The Association will provide such information to the District's payroll office before the 15th of the month preceding the commencement of the deductions.
- 6.2 **TERMINATION OF DEDUCTION** - Any employee who terminates employment prior to completion of the contract year shall file the appropriate cancellation form with the payroll office of the District. In addition, an employee who chooses to terminate Association membership before August of any year shall file the appropriate cancellation form with the payroll office of the District. The payroll office shall notify the Association of such terminations.
- 6.3 **TRANSMISSION OF DUES** - The Board shall promptly transmit to the Association the total monthly deduction for dues, and a listing of the employees for whom deduction was made.
- 6.4 **OTHER 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 Fund, 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: ISEA and/or local: First of any month

United Fund: December 1

Insurance: First of any month

Savings Bonds: First of any month

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.

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 on dues deductions 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. 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 During the month of November each year, employees shall receive a record of their accumulated health leave from the Director of Human Resources.
- 7.17 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.
- 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, whereupon it shall become 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 Certificated 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. Any employee who fails to provide notice by the above prescribed date shall lose reassignment rights as provided by 7.86 and Article XIII of this agreement, but shall retain recall rights as provided in Section 12.4 of this agreement.
- 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.

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 Long term leave for other reasons - Employees may apply for a long term leave for other reasons, as long as the sole reason for the leave is not to teach in another district. Employees on such leave could substitute for the DCSD. Long term leave for other reasons shall be for a period of up to two (2) consecutive semesters, and shall terminate at the conclusion of a semester.

7.941 Employees applying for the leave must have taught a minimum of ten (10) consecutive years with the Davenport District.

7.942 Only one long-term leave for other reasons shall be granted per year.

7.943 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.

7.944 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 the long-term leave for other reasons, such recommendation shall go to the Board of Directors whose action shall be final.

7.945 Seniority shall be retained but shall not accrue while on leave.

- 7.946 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.
- 7.947 Long term leave for other reasons will be in effect for two years, ceasing on June 30, 2004.

HEALTH AND WELFARE

ARTICLE VIII

(As amended by Memo of Understanding, July 1, 2003)

INSURANCE

- 8.1 **INSURANCE TYPES** - The Board shall provide the following paid insurance protection to employees with benefits to be maintained at a level no less than in effect at the time of execution of this agreement. If, for any reason, the insurance carrier attempts to limit, modify or terminate the availability of such insurance benefits, the parties to this agreement shall enter into immediate negotiations for the express purpose of maintenance of insurance benefits. The Association shall be provided annually a copy of all group insurance master contracts.
- 8.11 **Term Life, Accidental Death and Dismemberment** - The Board shall provide group term life, accidental death and dismemberment insurance for each employee in the amount of \$20,000. Benefits shall be paid to the employee's designated beneficiary.
- 8.12 Refer to Memorandum of Understanding, July 1, 2003.

Benefits mentioned in this section are subject to the plan provisions as stated in the Summary Plan Description.

Health and Major Medical - The Board shall provide hospitalization and health insurance including major medical protection for full-time, defined as 3/4 to full time, employees and their eligible dependents. Coverage for regular half-time, defined as 1/2 to 3/4 time, employees is limited to the employee only; however, such half-time employees may enroll for dependent coverage at their expense and have the traditional premiums deducted, by signing the proper authorization.

- 8.121 **Unlimited Outpatient diagnostic, x-ray and laboratory; Inpatient diagnostic, x-ray and laboratory** shall be provided.
- 8.122 **Prepaid Pharmaceutical Program.**
- 8.123 **Pre-certification and Utilization Review Program.**
- 8.124 **Mammography coverage shall be provided.**
- 8.125 For all employees hired on or after July 1, 2002, a "Pre-existing Condition" limitation as stated in the Summary Plan Description shall apply.

- 8.13 Disability Insurance - All employees shall be provided long term disability insurance as follows:
- 8.131 Coverage of 60% salary up to a maximum salary of \$3,000 per month.
 - 8.132 Coverage to age 70.
 - 8.133 Benefits will not be paid until twenty (20) working days after the sick leave is depleted (used).
 - 8.134 These disability benefits will be reduced by Social Security benefits.
 - 8.135 No preexisting condition or eligibility waiting period.
- 8.14 Worker's Compensation - The Board shall provide worker's compensation coverage for all employees as provided by law.
- 8.15 The Board shall provide a comprehensive dental benefit insurance program for full-time, defined as 3/4 to full time, employees and their eligible dependents and single coverage for half-time, defined as 1/2 to 3/4 time, employees; however, such half-time employees may enroll for dependent coverage at their expense and have the premiums deducted from their paychecks. Such programs shall have minimum specifications as follows:
- 8.151 Checkups and teeth cleaning. 100% coverage at 6-month intervals. No deductible.
 - 8.152 Cavity repair and tooth extractions. 80% coverage of U.C.R. Deductible of \$25 single, \$75 family.
 - 8.153 High-cost fillings, root canals, gums and bone diseases (nonsurgical). 80% of U.C.R. Deductible of \$25 single, \$75 family.
 - 8.154 Denture and bridges. 50% of U.C.R. Deductible of \$25 single, \$75 family.
 - 8.155 Teeth straightening. 50% of U.C.R. Deductible of \$25 single, \$75 family.
 - 8.156 Gum and bone disease (surgical). 50% of U.C.R. Deductible of \$25 single, \$75 family.
 - 8.157 Such benefits shall be at a \$1000 contract maximum per person per year, and dependents shall be covered to age 19.
- 8.16 The Board shall provide a prepaid benefit vision insurance program with a panel of doctors for all employees. Such program shall provide for a \$5 per person per year deductible, an examination and lenses every 12 months, and frames every 24 months. The employee may purchase family coverage of the above described program by signing a payroll deduction authorization with the District.

- 8.2 **COVERAGE** - Employees new to the District shall be covered by such insurance upon enrollment with the Director of Human Resources, or his/her designated representative, and commencement of the school work year. All employees shall be provided with proper enrollment forms upon execution of their respective individual contracts. Insurance coverage shall continue until August 31 of each year for all unit employees, including those who retire under IPERS and receive all accrued salary prior to August 31; except, any other employee who severs employment and receives all accrued salary before August 31 shall only receive insurance coverage until the end of the month in which the employee receives all accrued salary. To be eligible for the above benefit, "IPERS retirees" shall give notice to the District prior to February 1 of each year for the duration of this agreement.
- 8.3 **LIABILITY INSURANCE** - Blanket liability insurance coverage and legal liability insurance coverage of the school District shall be extended to all employees.
- 8.4 **DAMAGES NOT COVERED BY INSURANCE** - The Board will provide reasonable reimbursement for damages to eyeglasses and wearing apparel incurred by an employee while acting in the discharge of his/her duties when such damages result from student misconduct. Each such incident will be considered on an individual basis.
- 8.5 **DESCRIPTION** - The Board shall provide each employee a description of the insurance coverages provided at the time of initial employment or modifications of benefits, which shall include a clear description and limits of coverage as provided by the carrier.
- 8.6 **CONTINUATION OF BENEFITS** - Employees on paid leave shall receive district provided benefits as described above. Employees on nonpaid leave, including long term disability, for one month or longer, shall have the option to continue any or all of the District paid programs by paying the premiums themselves to the District thirty (30) days prior to the billing date; except, any employee on disability as provided by Section 8.13 of this agreement shall have District-paid health and major medical insurance as described in Section 8.12 for the employee portion for up to one calendar year.
- 8.7 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 IX

HEALTH AND SAFETY

- 9.1 **EMPLOYEE PHYSICAL EXAMINATIONS** - Employees will be reimbursed a maximum of \$15 for each physical examination required by the State of Iowa for continuing employment, and shall be paid such reimbursement within thirty (30) days of submission of the completed physical form to the District. 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.

- 9.2 **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.
- 9.3 **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.

TRAINING, EVALUATION, ASSIGNMENT

ARTICLE X

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 XI

EMPLOYEE EVALUATION PROCEDURES

This article shall be suspended for one year. The side letter currently in place shall be extended for one year.

- 11.1 **ORIENTATION** - The evaluation procedure set forth in this agreement shall be the only process for the completion of the Professional Staff Evaluation Form. Within four weeks after the school year commences the building principal will provide each employee with a copy of the Professional Staff Evaluation Form and review the district-wide criteria and evaluation procedures. This review may be conducted individually or in a group.
- 11.2 **SCOPE** - The building principal shall be responsible for completing the Professional Staff Evaluation Form. All probationary teachers, teachers experiencing performance difficulties and those teachers who request it, will be formally evaluated annually. All other teachers will be evaluated once every two academic years. The evaluation shall be based upon the employee's performance during the contracted workday.
- 11.3 **CLASSROOM OBSERVATIONS PROCEDURES** - If classroom observations are conducted, they shall be made with the full knowledge of the employee. The first classroom observation of an employee shall be made upon mutual agreement between the employee and the principal or upon three days written notification to the employee. After the first classroom observation, observations may be unannounced, but the employee shall have the option to explain any unusual situation, and/or the objectives, methods and materials planned for the situation. The observation process shall not be used to harass the employee.
- 11.4 **EVALUATION REPORT** - All employee evaluations shall be reduced to writing on the Professional Staff Evaluation Form. If any performance deficiencies are recorded, the supervisor shall include specific suggestions for improvement. The employee shall be granted reasonable time for any such improvements. A copy of the employee's annual

evaluation report shall be provided to the employee not less than five (5) contract days before the end of each year, and the principal shall review the evaluation with the employee before the form is filed in the employee's personnel folder. The evaluation and employee response shall be kept in the employee's personnel folder.

- 11.5. **ADDITIONAL EVALUATION DATA** - Administrative personnel, other than the building principal, may submit reports to the building principal. Any such reports may be used by the building principal in the compilation of the Professional Staff Evaluation Form. Only licensed evaluators will be responsible for completing the Professional Staff Evaluation Form.
- 11.6 **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.
- 11.7 **EMPLOYEE APPEAL** - Any employee who disagrees with the process, procedures, or evaluation report may question the accuracy or fairness of same through the grievance procedure.
- 11.8 **DISCIPLINARY ACTION** - Any employee disciplinary action other than employee termination, shall be for just cause.
- 11.9 **ATHLETIC COACH EVALUATION PROCEDURES** - The procedures set forth in Sections 11.1 through 11.8 of this Agreement shall also be applicable to the completion of the athletic coach evaluation form, and any references to the "Professional Staff Evaluation Form" in the previously noted contract sections shall also refer to the athletic coach evaluation form.

ARTICLE XII

STAFF REDUCTION

- 12.1 Except as limited herein, a layoff and/or realignment will be by seniority, provided the remaining employees are qualified to perform the duties within the department within the building involved. Kimberly Center East, Hoover, Harrison Street Program, and Kimberly Center West employees shall be exempt from seniority-based staff realignment except where the end result is the layoff of personnel.
- 12.2 **PROCEDURE FOR STAFF REDUCTION** - The following procedure, except as limited in Section 12.28, shall determine the order by which employees will be reduced when a position is eliminated within a building or the district:
 - 12.21 Within a department of a building where a reduction and an addition have been identified by the district for the following school year, the reduction shall be done by displacing the least senior employee in the specific grade/department identified for reduction and placing that employee in the newly created vacancy.
 - 12.22 The staff in a department in a building will be reduced by identifying the least senior employee from the department in the building and placing such employee in

any vacant position within the same department and grade division within the District.

- 12.23 If no such vacancy exists, such employee will be placed in any vacant position within the department within the District.
- 12.24 If no such vacancy exists, the unassigned employee will displace the least senior employee in the same department within the District.
- 12.25 If there is not a less senior employee in the department within the District, the unassigned employee will be placed in a vacant position for which he/she is certified and has one year of teaching experience in the involved Department.
- 12.26 If no vacancy exists, the unassigned employee will displace the least senior employee in any department or grade division in the District as long as the employee is certified by the Iowa Department of Education to fill the vacancy.
- 12.27 If there is no such vacancy or less senior employee in the District, the unassigned employee will be laid off.
- 12.28 Employees reduced from a building by staff reduction shall have Return Rights until July 1 of the calendar year after the year in which the reduction occurred. The employee is eligible to return to a vacant position in the department in the building from which they were reduced. To be eligible for such return rights, within thirty (30) days of the reduction the employee shall inform the Director of Human Resources of his/her interest in being informed of such vacancies. The employee shall have one opportunity to accept or decline the invitation to return.
- 12.29 Staff reductions within a building, which occur after the beginning of the school year due to a change in enrollment, shall be done by displacing the least senior employee in the specific grade or department identified for reduction and placing that employee in any vacancy for which he/she is certified.
- 12.3 WRITTEN NOTICES AND TIME LIMITATIONS - It is understood that no layoffs shall occur except as provided by law for termination of contract, and copies of such notices as are required under law shall be given to the Association.
- 12.31 Written notice of reductions and realignments of staff shall be given at the earliest possible date. Employees subject to reductions and realignments shall on request meet with the Director of Human Resources or his/her designee.
- 12.32 In the event a staff adjustment resulting from a layoff or realignment becomes a matter of grievance, such employee move shall take effect. The employee or former employee will be changed back to the previous status after the grievance and arbitration procedures have been completed, if the final decision reverses the layoff or realignment.
- 12.4 Former employees laid off pursuant to this Article shall have recall rights based on seniority to any position for which the former employee is certified, and any teacher laid off shall have recall rights to any position for which the teacher is or may become certified for two (2) calendar years from October 1 following the effective date of his/her layoff, and shall be recalled for available positions in such professional categories in reverse order of layoff. The provisions of Section 12.27 shall be exercised prior to the recall of laid off employees provided that any transfer of staff shall not be used to prevent

reinstatement of laid off former employees. Any Former Kimberly Center East, Kimberly Center West, Hoover, or Harrison Street Program employee shall be returned to his/her former position in such program prior to the recall of laid off employees.

- 12.41 Recall List - The District shall annually provide the Association with a current list of those who have retained such recall rights provided by this Agreement.
- 12.42 Supplementary duty assignments shall not be a criterion in staff reductions, recalls or realignments.
- 12.43 Upon recall to less than a full-time position, any former full-time employee shall have the right to refuse that assignment. Acceptance or nonacceptance of that assignment shall not waive the former employee's recall rights or placement on the seniority list.
- 12.44 Any former employee on layoff may individually purchase group health insurance programs available to other employees.
- 12.5 FULL CREDIT - Any former employee reemployed by exercising his/her recall rights shall be given full credit for any training and experience, as set out in Article IV, which he/she has obtained through other employment during the interim period.
- 12.6 For purposes of this Article employees will be classified in departments and grade divisions as follows:
 - 12.61 Elementary: Pre-K - 5th Grade
 - Art
 - Bilingual
 - Counselor
 - ESL
 - Media Specialist
 - Music
 - P.E.
 - Preschool/Kindergarten
 - Reading Specialist
 - Special Education
 - All Other
 - 12.62 Intermediate: 6 - 8
 - Art
 - At Risk
 - Business Education
 - ESL
 - Family and Consumer Sciences
 - Foreign Language
 - Counselors
 - Health Education
 - Industrial Technology
 - Instrumental Music
 - JTPA
 - Language Arts
 - Media Specialist
 - Mathematics
 - Physical Education

Reading
Science
Social Studies
Special Education
Vocal Music

12.63 High School: 9 - 12
Activities Manager
Art
At Risk
Business Education
Driver Education
ESL
Family and Consumer Sciences
Foreign Language
Counselors
Health Education
Industrial Technology
Instrumental Music
JTPA
Language Arts
Media Specialist
Mathematics
Physical Education
Reading
ROTC
Science
Social Studies
Special Education
Vocational Education
Vocal Music

12.64 Nurses

12.65 Instructional Facilitators

12.66 Computer Technology Teacher

12.67 School Liaison

12.7 **SPLIT ASSIGNMENTS** - Employees assigned to two or more departments, grade divisions, or buildings, as defined in 12.6 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.

12.8 **LATE HIRES** - Employees hired by the district to fill vacancies which occur on or after the first student day shall remain in the position to which they were hired during their first year of employment.

12.81 Upon completion of the first year of employment, all Late Hires will be designated as unassigned until they are the successful bidder to a vacant position, or are assigned to a vacancy after bidding.

ARTICLE XIII
TRANSFER PROCEDURES

13.1 VOLUNTARY TRANSFER PROCEDURES

- 13.11 Definition - All vacancies will be subject to being filled by seniority as hereinafter provided, except for vacancies to be filled as provided by affirmative action (13.12), Realignment (13.14), Head/Assistant Varsity Positions (13.18) or Involuntary Transfers (13.3). A vacancy shall be deemed to occur on the date the current employee ceases active employment or the Board of Directors takes official action on such position, whichever occurs first.
- 13.12 Each calendar year, the District may exempt from the voluntary transfer procedures of this agreement up to eight (8) vacancies for purposes of meeting the District's Affirmative Action Goals. These vacancies will be exempt from seniority-based staffing selection, except where the end result is the layoff of personnel. This is not a quota system. If qualified, protected class applicants are not available for a position, it will be filled through regular bidding. The Association shall be provided a list of such vacancies 10 work days prior to the bid meeting(s) provided by Section 13.152 of this agreement.
- 13.13 Vacancy Description - All vacancies shall be defined by and posted according to the job classifications set forth in Section 12.6 of this Agreement. Such description shall include a statement of qualifications, duties and responsibilities and may include supplementary contracts. Supplementary contracts may be attached to a vacancy when there is a direct relationship between the teaching vacancy and the supplementary duty and shall be done according to the provisions of Sections 4.51 and 4.52 of this agreement. In addition, the district may identify up to nine (9) vacancies to which supplementals may be attached.
- 13.14 Realignment – If a vacancy exists, including any vacancies that exist after the application of Article XII (Staff Reduction) of this agreement, the District and an employee may agree to administratively realign an employee within a building. Such realignments shall take place until the close of the last student attendance day each year. If more than one employee within a building seeks the same vacancy under the provisions of this Article, the most senior employee may be placed in the position or the vacancy shall be bid according to the provisions of this article. Employees working with a conditional license shall not be eligible to be realigned. For purposes of 13.14 Walcott Elementary and Walcott Intermediate shall be considered one building.
- 13.15 Posting and Bidding Process - All vacancies, except those filled by staff reduction (12.2), Affirmative Action (13.12), realignment (13.14), returns from leave of absence (13.16), involuntary transfer (13.3) or head/assistant varsity positions (13.18) shall be posted and bid as follows:
- 13.151 The District shall post all vacancies occurring since the last posting of vacancies, except those occurring after the June bid meeting and prior to the first day of school, at a time agreed upon by the parties to this contract.

- 13.152 A bid meeting to fill such vacancies shall be held no sooner than 10 work days after vacancies are posted and prior to the end of the school year at a mutually agreeable time and place. An additional bid meeting will be held the third Tuesday of June. Any vacancies that occur after the last bid session and before students start back to school the following school year will never have to be bid. By mutual agreement of the parties the District may hold an additional bid meeting at a mutually agreeable time and place to fill vacancies during the school year. Vacancies resulting from any bid meeting shall be bid at the same bid meeting. Any vacancy not filled after any posting and bidding may be filled as originally posted by the District at its discretion. Successful bidders shall assume their new positions at the commencement of the next succeeding contract year.
- 13.153 An employee who is a successful bidder shall remain in such position for the next two (2) succeeding school years, unless said employee is displaced as a result of staff reduction. Any such displaced employee shall retain all bidding rights provided by this contract. An employee who bids successfully on a position may subsequently bid on additional positions.
- 13.154 All bidding shall be done in person at the bid meeting, except in cases of emergency. A separate bid meeting will be held for nurses to fill vacancies.
- 13.16 Returning from Leave of Absence - Employees returning from a leave of absence as provided by Section 7.825 of this agreement shall be assigned to a vacant position by the District prior to the first posting and bidding process of each school year if a vacancy exists for which the employee is certified. Employees returning from a leave of absence may bid for a vacancy at any time.
- 13.17 The selection of the successful bidder shall be based upon the following criteria:
- 13.171 Disciplinary Probation or Intensive Assistance Status in the District - An employee on disciplinary probation, intensive assistance, or who were hired on a conditional certificate will not be permitted to bid unless the Director of Human Resources waives such requirement as to any bidder.
- 13.172 New Hires - New hires shall have the right to bid after two years of district employment for any vacancy for the subsequent year. In addition, any such employee may bid for any vacancy if said employee has been displaced by Article XII of this agreement.
- 13.173 The senior bidder shall fill the vacancy.
- 13.174 For purposes of this article, employee shall refer to full-time and part-time employees.
- 13.18 The district may fill a total of eight (8) Head/Assistant Varsity working positions each year and attach teaching assignments. These positions would not be subject to bidding. If the teaching position is not filled by the June bid meeting, it will be bid at the June bid meeting. Two (2) positions will be allowed in Spring 2003.

13.2 VOLUNTARY EXCHANGE OF POSITIONS

An employee interested in exchanging positions with a specific employee, or interested in exploring the possibility of an exchange of positions will submit a Professional Exchange Request Form to the Director of Human Resources between May 1 and May 31. Lists of employees indicating an interest in exploring the possibility of an exchange will be posted in the Human Resources Department and the office of the D.E.A. Employees submitting a Request without a specific exchange identified may request a copy of the list of interested individuals be mailed to them in an employee-provided self-addressed stamped envelope. The Professional Exchange Opportunity will take place only with the approval of the professionals and the principal(s) affected by the exchange. All approved requests are final. Provisions of this article shall not apply to statutory probationary employees, those on Intensive Assistance, and employees working with a conditional license.

13.3 INVOLUNTARY TRANSFERS

13.31 Definition: Any employee movement not provided for elsewhere in the agreement and not initiated by the employee shall be defined as an involuntary transfer.

13.32 Notice of proposed involuntary transfers shall be given to the employee involved at the earliest possible date prior to the transfer. An involuntary transferee shall be entitled on request to a meeting with the Director of Human Resources, at which time the employee shall be notified of the reason(s) for the transfer.

13.33 No employee shall be transferred involuntarily for reasons deemed to be arbitrary, capricious or without basis of fact. In the event an involuntary transfer becomes a matter of grievance, such employee transfer shall take effect. The employee will be changed back to the previous status after the grievance and arbitration procedures have been completed, if the final decision reverses the transfer.

13.4 BUILDING CLOSINGS AND CONSOLIDATIONS

If the Davenport Community School District closes or consolidates buildings during the term of this agreement, the parties shall bargain over a special staffing procedure for reassignment of displaced personnel.

GRIEVANCE

ARTICLE XIV

GRIEVANCE

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 Director of Site-Based School Leadership.

14.61 Within five (5) working days after the written grievance is filed, the aggrieved, the representative of the aggrieved, the supervisor and Director of Site-Based School Leadership shall meet in an attempt to resolve the grievance. The Director of Site-Based School Leadership 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 certificated 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 Harry Graham, Harvey Nathan, and Anna DuVal Smith. 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.

CONTRACT LENGTH

ARTICLE XV

DURATION

- 15.1 DURATION PERIOD - This Agreement shall be effective as of July 1, 2003, and shall continue in effect until June 30, 2004. This Agreement shall automatically continue in force and effect for equivalent periods, except as may be amended, modified or substituted under the procedures set forth in Chapter 20 of the Iowa Code.
- 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 _____ day of _____ 2003.

ASSOCIATION

BOARD OF EDUCATION

By _____

By _____

EXHIBIT "A"

Davenport Community School District
Teachers' Salary Schedule 2003-2004

Step	B.A.	B.A.+15	M.A.	M.A.+15	M.A.+30	Spec. & Dr. Degrees
1	1.00 \$24,785	1.05 \$26,024	1.15 \$28,503	1.20 \$29,742	1.25 \$30,981	1.30 \$32,221
2	1.05 \$26,024	1.10 \$27,264	1.20 \$29,742	1.25 \$30,981	1.30 \$32,221	1.35 \$33,460
3	1.10 \$27,264	1.15 \$28,503	1.25 \$30,981	1.30 \$32,221	1.35 \$33,460	1.40 \$34,699
4	1.15 \$28,503	1.20 \$29,742	1.30 \$32,221	1.35 \$33,460	1.40 \$34,699	1.45 \$35,938
5	1.20 \$29,742	1.25 \$30,981	1.35 \$33,460	1.40 \$34,699	1.45 \$35,938	1.50 \$37,178
6	1.25 \$30,981	1.30 \$32,221	1.40 \$34,699	1.45 \$35,938	1.50 \$37,178	1.55 \$38,417
7	1.30 \$32,221	1.35 \$33,460	1.45 \$35,938	1.50 \$37,178	1.55 \$38,417	1.60 \$39,656
8	1.35 \$33,460	1.40 \$34,699	1.50 \$37,178	1.55 \$38,417	1.60 \$39,656	1.65 \$40,895
9	1.40 \$34,699	1.45 \$35,938	1.55 \$38,417	1.60 \$39,656	1.65 \$40,895	1.70 \$42,135
10	1.45 \$35,938	1.50 \$37,178	1.60 \$39,656	1.65 \$40,895	1.70 \$42,135	1.75 \$43,374
11	1.50 \$37,178	1.55 \$38,417	1.65 \$40,895	1.70 \$42,135	1.75 \$43,374	1.80 \$44,613
12			1.70 \$42,135	1.75 \$43,374	1.80 \$44,613	1.85 \$45,852
13			1.75 \$43,374	1.80 \$44,613	1.85 \$45,852	1.90 \$47,092
14			1.80 \$44,613	1.85 \$45,852	1.90 \$47,092	1.95 \$48,331
15			1.85 \$45,852	1.90 \$47,092	1.95 \$48,331	2.00 \$49,570
16			1.90 \$47,092	1.95 \$48,331	2.00 \$49,570	2.05 \$50,809

**Exhibit "C"
Longevity**

23	1.55 \$38,417	1.60 \$39,656	1.95 \$48,331	2.00 \$49,570	2.05 \$50,809	2.10 \$52,049
26	1.60 \$39,656	1.65 \$40,895	2.00 \$49,570	2.05 \$50,809	2.10 \$52,049	2.15 \$53,288

EXHIBIT "A-1"

Davenport Community School District

Nurses' Salary Schedule 2003 - 2004

Step	Amount
1	1.00 \$21,052
2	1.03 \$21,684
3	1.06 \$22,315
4	1.09 \$22,947
5	1.12 \$23,578
6	1.15 \$24,210
7	1.18 \$24,841
8	1.21 \$25,473
9	1.24 \$26,104
23	1.27 \$26,736
26	1.30 \$27,368

EXHIBIT "B"

SUPPLEMENTARY CONTRACTS 2003-2004

**BASE SALARY FOR COMPUTING SUPPLEMENTAL SALARY AMOUNTS:
2003 – 2004: \$24,135**

SPORTS

		%
Athletic Trainer		30
Baseball	Varsity	19
	Assistant Varsity	14
	Sophomore	10
	Assistant Sophomore	7
Basketball	Boys' Varsity	25
	Boys' Assistant Varsity	12
	Boys' Sophomore	12
	Boys' Assistant Sophomore	10
	Boys' 9th Grade	8
	Boys' 8th Grade	7
	Boys' 7th Grade	7
Basketball	Girls' Varsity	25
	Girls' Assistant Varsity	12
	Girls' Sophomore	12
	Girls' Assistant Sophomore	10
	Girls' 9th Grade	8
	Girls' 8th Grade	7
	Girls' 7th Grade	7
Cheerleaders	Sr. High Cheerleading	14
	Assistant Sr. High Cheerleading	10
Football	Varsity	25
	Assistant Varsity	12
	Sophomore	12
	Assistant Sophomore	10
	9th Grade	9
	Assistant 9th Grade	8
	8th Grade	8
	Assistant 8th Grade	7
	7 th Grade	8
Assistant 7 th Grade	7	
Golf - Fall	Boys' Varsity	7
Golf -Spring	Girls' Varsity	7
Soccer	Boys' Varsity	8
	Boys' Assistant Varsity	6

Soccer	Girls' Varsity	8
	Girls' Assistant Varsity	6
Softball	Varsity	19
	Assistant Varsity	14
	Sophomore	10
	Assistant Sophomore	7
Swimming	Boys' Varsity	14
	Boys' Assistant Varsity	10
Swimming	Girls' Varsity	14
	Girls' Assistant Varsity	10
Swimming	E. and W. Intermediate Co-ed	6
	E. and W. Assistant Intermediate Co-ed	4
	E. and W. Age Level	15
	Intermediate Diving	6
Tennis-Spring	Boys' Varsity	7
Tennis-Spring	Girls' Varsity	7
Track	Boys' Varsity	14
	Boys' Assistant Varsity	10
	Boys' Sophomore	10
	Intermediate Co-ed	7
	Assistant Intermediate Co-ed	5
	Fall Boys' Cross Country	7
Track	Girls' Varsity	14
	Girls' Assistant Varsity	10
	Fall Girls' Cross Country	7
Volleyball	Varsity	12
	Assistant Varsity	9
	9th Grade	8
	8th Grade	8
	7th Grade	8
Wrestling	Varsity	14
	Assistant Varsity	10
	Sophomore	10
	9th Grade	8
	8th Grade	7
	7th Grade	7

OTHERS

Activities Managers Intermediate		20
All School Play		7
Band		
	H S Band Directors -Summer Band	25
	Assistant Senior High Band	10
Intermediate Band 1st		6
	Intermediate Band - 2nd	4
	H S Marching Percussion	4
Debate	Senior High	14
Department Heads/Team Leaders:		
	Senior High	6
	Intermediate	6
	DESC Dept. Head	6
	Truancy Officer	6
Drama	Senior High	7
Events Manager		10
Flag Line Instructor		7
Head Nurse		14
Intramurals		
	Sr. High Boys/Girls	7
	Assistant Sr. High Boys/Girls	5
	Intermediate Boys/Girls	8
	Assistant Intermediate Boys/Girls	5
	Elementary After School	6
Music (Vocal)		
	Senior High	18
	Senior High Second Position	10
	Intermediate	5
	(1 per building)	
	Assistant Intermediate	3
	(1 per building)	
	Elementary	5
Musical (High School)		
	Book Director	5
	Technical Director	5
	Musical Director	2
Newspaper Advisor		14

Orchestra	Sr. High	12
	Intermediate	4
Pom-Pom Coach		7
Safety Patrol		5
Teacher-in-charge		
	Elementary	15
Technology Teacher		10
Yearbook Advisor		14
Mentor Teacher		\$100
District-wide summer school, curriculum Writing, and all other non-instructional activities		\$20/hr.
Student instructional activities beyond 3.1, 5.1, and 5.3 (Pre-existing grants grandfathered at \$20/hr till re-apply)		\$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 (Director of Site Based Leadership) 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

Distribution of Form: Grievant, Immediate Supervisor/Superintendent, DEA

EXHIBIT F

JOB SHARE AGREEMENT

The DEA and the DCSD have agreed to the concept of a job share of a _____ position at _____ school for the 2003 - 2004 school year. This agreement is entered into with the following mutual understandings:

1. An informational parent meeting needs to be held early in the school year to explain the operation of the job share.
2. This agreement is for the 2003 – 2004 school year only. Possible extensions beyond that date would be made on a year-to-year basis, and only with the agreement of all parties identified by their signature below. Such determinations shall be made prior to March 15 each year. Once it is determined that the job share will discontinue, the most senior teacher will be identified as the full-time teacher, and the displaced teacher will be assigned by seniority date and the staff reduction language of the master contract between the DEA and the DCSD.
3. In the implementation of this job share, every effort will be made by the parties to eliminate the need for a substitute teacher.
4. In the event of a staff reduction after the school year begins, the seniority date of the least senior job share teacher shall be used to identify the status of the shared position. During the annual determination of staffing needs, each teacher will use his/her own seniority date. If by using the individual seniority dates, neither teacher is identified as a reduction, both will be eligible to continue the job share. If the least senior of the two is reduced, the job share shall be discontinued.
5. If one teacher leaves active status with the district, the remaining teacher will assume the full-time position. An appropriate time will be provided for the remaining teacher to return to full-time status.
6. The total dollar amount provided to one employee as enumerated by Article VIII of the master contract between the DEA and DCSD shall be identified. Each employee shall enroll in the insurance coverage mandated by the master contract. Any remaining dollars shall be allocated as the two teachers who participate in a job share so direct.
7. 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.

Teacher

Teacher

Building Principal

For the DEA

For the DCSD

Memorandum of Understanding

During negotiations for the 2003 – 2004 Master Contract, the Davenport Education Association and the Davenport Community School District agree the additional terms and conditions enumerated below will be in effect during the term of this agreement:

1. The positions exempted from the voluntary transfer procedures by section 13.12 of this agreement, and the nine vacancies which may have attached supplementals by section 13.13 of this agreement shall be identified and a list provided to the Association 10 work days prior to the bid meeting(s) provided by section 13.15 of this agreement.
2. The parties to this agreement shall conduct a joint study of the Professional Staff Evaluation form and process. The parties also agree to conduct a joint study of Supplementals. Both committees shall report their recommendations to the parties. The study committees shall consist of an equal number of District and Association appointees.
3. Effective July 1, 2002, the insurance benefits enumerated in Article VIII of the agreement shall be administered as follows:
 - A. All employees shall enroll in single health, single dental, single vision, term life, and long-term-disability benefits.
 - B. A dollar amount equal to the prevailing rate for family health and family dental shall be added to each full-time employee salary. One-half time or more unit employees will receive a pro-rated share of the total compensation plan differential. Employees not electing family health or dental insurance will receive two hundred fifty dollars (\$250) (health) and thirty (\$30) (dental) monthly.
 - C. Any employee may elect to enroll in family health and/or family dental and shall pay for said benefits through the execution of an individual payroll deduction under the provisions of the Section 125 plan enumerated in Section 8.7 of the agreement.
 - D. Each employee's declaration and enrollment choices shall be effective for as long as the Total Compensation Program remains in effect for employees of the District represented by the Association, except for the occurrence of any qualifying event as recognized by insurance industry standards, including the new employment of a spouse, and change of student status.
4. A family illness leave bank shall be established, shall sunset on June 30, 2006, 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. In addition, up to ten (10) unit employees per year may reclaim on a first-come/first-serve basis one personal day of leave if such need arises and

the respective employee has utilized all of his/her emergency and personal days.

- F. Operational dates and additional operational rules shall be formulated and announced by the Association.
 - G. An employee may use a maximum of fifteen (15) days per year.
5. The parties recognize and voluntarily agree that the newly created positions of curriculum and instruction facilitator (commonly referred to as instructional facilitators) shall be bargaining unit positions and as such shall be entitled to all the rights and benefits prescribed by this master contract, except as specifically modified herein:
- A. The DCSD shall develop and articulate a very specific job description with specific job requirements for these positions.
 - B. The 15% supplemental pay contract shall be continued on an interim basis for the duration of this contract.
 - C. When vacancies in these positions occur during the term of this contract, such vacancies shall be filled as follows:
 - 1. To be eligible to bid on said position(s), a unit employee must participate in an orientation session delivered by the DCSD wherein the duties and expectations of the position(s) are clearly set forth.
 - 2. A committee composed of four DEA representatives and three DCSD representatives shall interview and select from the most senior bidders.
 - 3. The number of employees to be interviewed at any one time shall be two times the number of vacancies to be filled, with a minimum of three interviewees.
 - 4. This selection process shall sunset on June 30, 2003, and shall revert to the current contract bid process unless the parties specifically agree to mutually extend such process.
 - 5. Employees selected by this process shall serve for a five-year term and shall then be assigned to a vacant position by the DCSD. Any selected employee may bid at any time on any other unit vacancy. (Facilitators in place during the 1999-2000 school year are exempt from requirement #5).
6. The parties will participate in a joint committee to develop a coaches evaluation system.

Dated this _____ day of _____, 2003.

For the Association

For the District

