MASTER CONTRACT

Between the

DAVENPORT COMMUNITY SCHOOL DISTRICT

and the

DAVENPORT EDUCATION ASSOCIATION

2016 — 2018

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 22\textsuperscript{nd} 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. 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:

<table>
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September 5
November 11
November 23-25
December 22 – January 2
January 16
February 20
March 20-24
April 17
May 29
2017-2018
September 4 Labor Day
November 10 Veterans Day
November 22-24 Thanksgiving Break
December TBD Winter Break
January 15 Martin Luther King Day
February 19 President's Day
March TBD Spring Break
May 28 Memorial Day

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.

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:
2016-2017

10/03/16    Monday
11/01/16    Tuesday
12/01/16    Thursday
01/03/17    Tuesday
02/01/17    Wednesday
03/01/17    Wednesday
04/03/17    Monday
05/01/17    Monday
06/01/17    Thursday
07/03/17    Monday
08/01/17    Tuesday
09/01/17    Friday

2017 - 2018

10/02/17    Monday
11/01/17    Wednesday
12/01/17    Friday
01/02/18    Tuesday
02/01/18    Thursday
03/01/18    Thursday
04/02/18    Monday
05/01/18    Tuesday
06/01/18    Friday
07/02/18    Monday
08/01/18    Wednesday
08/31/18    Friday

4.11 All graduate coursework must be preapproved by the Director of Human Resource Services prior to the course being eligible for advancement credit. The “Coursework Preapproval” form must be completed prior to enrollment. The Director of Human Resource Services or his/her designee shall have the discretion to accept pre-approval forms within 14 business days after the start 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.

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 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.

4.54 The position of Dean of Students will be filled by the District at its discretion. The position will not be subject to the Transfer Procedures contained in Article XIII but will be subject to the staff reduction provisions of Article XII. The appointment and removal of an employee as Dean of Students will not be subject to the grievance procedure.

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.
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.

5.2 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 shall hold conferences four times a year, once each quarter, on or near midterms. The conferences will be held from 3:30 pm to 6:30 pm. High school employees will not report to work on Thursday or Friday of the District conference week.

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 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 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.

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. 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. At the beginning of each school year, any health days above one-hundred eighty (180) days for employees whose health leave is capped shall be deposited into a retirement bank to be redeemed at a future date only under the terms of a retirement agreement, and used at the conversion rate contained in the agreement.

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.
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.

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.

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.

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

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.

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.

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.

SABBATICAL LEAVE

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 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
HEALTH AND WELFARE

(As amended by Memo of Understanding #1, July 1, 2016)

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, 2016.

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

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<tr>
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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 less than 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 Outpatient mental health coverage provided in the PPO network shall be paid at the 90/10 rate and the deductible shall be waived. Outpatient mental health coverage provided outside the PPO network shall be paid at 60/40 rate after the non-PPO deductible has been satisfied.

8.126 Colonoscopy coverage shall be provided for employees fifty (50) years of age or older or where medically indicated. A routine or screening colonoscopy is covered every five (5) years for Covered Persons age fifty (50) years and older. Pre-notification is required. This coverage is in accordance with plan provisions. The facility charge will be paid at 90% and is not subject to the PPO Network deductible. (60% non-network).

8.127 Acupuncture coverage shall be provided. PPO providers: reasonable and customary charges paid at 90%, deductible waived. Non-PPO providers: reasonable and customary charges paid at 90%, deductible waived.

8.128 Hearing aids will be covered where medically necessary. Coverage includes one routine hearing examination or one routine hearing aid examination per benefit year - $1500 every three (3) years for hearing aids. Office co-pays apply.

8.129 Out of pocket maximum shall be the industry standard for out of pocket maximum so all cost, excluding prescriptions, incurred after the out of pocket maximum is reached will be paid at 100%. Out of pocket maximums will be listed on all EOB's.

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 less than 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.


8.154 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. Employees are eligible for this benefit.

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 $1500 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 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.

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.

9.4 Children’s Village employees who are required to have a physical will be reimbursed the $20 co-pay.

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

11.1 ORIENTATION —
Tier I — The evaluation procedure set forth in this agreement shall be the only process used for the completion of the Career Performance Review or the Comprehensive Evaluation Summative Evaluation Form. The evaluation process will begin with written notification to the employee in Tier I, year 1, by October 1, or for employees hired after September 10, within three weeks of their first day of work. Each employee will participate in an individual or group orientation conference prior to the beginning of the observation process. During this orientation conference, the procedures, forms, criteria and timelines will be discussed.

Tier II — The evaluator will meet with employees in Tier II, year one, before the end of first quarter. This meeting will be held during contract time.

11.2 SCOPE - Upon employment with DCSD, all employees will participate in the Professional Staff Evaluation System. The evaluation shall be based upon the employee’s performance of contracted duties.

11.3 CLASSROOM OBSERVATIONS PROCEDURES —
Tier I: Employees who are new to the teaching profession will spend two years in Tier I. Employees who are completing their third year of statutory probation will be assigned to Tier I. Employees new to DCSD, but not new to the profession, will spend the first year with the district in Tier I. Upon successful completion of Tier I, employees will be placed in Tier II. No employee assigned to Tier I shall be required to complete a Career Performance Plan.

Two formal observations must be completed by February 1; a third formal observation must be completed by March 1. At least one of these observations must be of extended duration (2-3 hours or longer at the elementary level and 2-3 sequential days in the same class at the secondary level).

Prior to the observations, the employee will complete the Pre-Observation Form; this will be discussed in a pre-observation conference with the evaluator. Within six working days following each observation, there will be a post-observation conference; the employee will complete the Observation Reflection Form in preparation for the conference. Within three working days following the post-observation conference, the evaluator will provide written feedback to the employee on the Evaluator Post Observation Summary.

By March 30th, a copy of the Career Performance Review must be completed for employees in year one; for employees in year two, a copy of the Comprehensive Evaluation Summative Evaluation Form must be completed; for employees in year three, the Career Performance Review must be completed.

Tier II: Employees who are not assigned to Tier I or Tier III will be in Tier II. Employees in Tier II will participate in a three-year cycle of professional development. Employees will submit a Career Development Plan in a formal meeting with the employee and the evaluator by the end of third quarter of year one of the cycle.

In year two, a meeting for formal discussion on progress of the plan and documentation to support the plan will be held during first and second semesters. Tier II employees are not required to complete a portfolio, but they are required to collect documentation to
support the Career Plan; employees may also be requested to provide other documentation regarding the standards and criteria as requested by the evaluator. The employee will also complete the Interim Plan report by the end of the first semester.

One formal observation will occur during year two or before May 1 of the third year. Prior to the observation, the employee will complete the Pre-Observation Form; this will be discussed in a pre-observation conference with the evaluator. Within six working days following the observation, there will be a post-observation conference; the employee will complete the Observation Reflection Form in preparation for the conference. Within three working days following the post-observation conference, the evaluator will provide written feedback to the employee on the Evaluator Post Observation Summary. This observation will not be of extended duration.

In year three before the end of first semester, a formal meeting to discuss Tier II End of Plan report will be held. The Career Performance Review will be completed by the evaluator and discussed in a formal meeting with the employee by May 1.

If the District determines that an employee will be placed on an Intensive Assistance Program, the District will comply with the intensive assistance program procedures contained in the evaluation procedures handbook. Employees who are placed on intensive assistance may file a grievance regarding the content of the intensive plan. The intensive assistance plan will be sustained unless the employee establishes that the content of the plan is arbitrary, capricious, or without basis in fact.

The District will implement the intensive assistance program which is developed for the employee in a manner which is consistent with the intensive assistance program procedures contained in the evaluation procedures handbook. Employees who are placed on intensive assistance may file a grievance regarding the implementation of the intensive assistance plan. The implementation of the intensive assistance plan will be sustained unless the employee establishes that the plan was implemented in a manner which was arbitrary, capricious, or without basis in fact.

The intensive assistance program procedures contained in the evaluation procedures handbook may only be changed by mutual agreement between the Association and the Board.

11.4 EVALUATION REPORT - All employee evaluations shall be reduced to writing on the Career Performance Review or the Comprehensive Evaluation Summative Evaluation Form. If any performance deficiencies are recorded, the evaluator shall include specific suggestions for improvement. The employee shall be granted reasonable time for any such improvements. 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 or evaluator in the compilation of the Career Performance Review or the Comprehensive Evaluation Summative Evaluation Form. Only licensed evaluators will be responsible for completing the evaluation forms.

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 - If an evaluation includes an assessment that the employee does not meet one or more of the eight Iowa teaching standards, the employee may grieve the evaluation. The evaluation shall be sustained unless it is arbitrary, capricious or without basis in fact.

All grievances that allege a violation of any provision of the Agreement pertaining to the substance of an evaluation, to evaluation procedures, or to an intensive assistance plan shall be commenced at the Third Step within fifteen (15) working days of the date of the occurrence of the event giving rise to the grievance, and the arbitration hearing regarding such a grievance shall be held not later than thirty (30) calendar days following the date on which the request for arbitration is received by the District. The number of days indicated 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.

11.8 ATHLETIC COACH EVALUATION PROCEDURES - An orientation meeting/notice will be provided to the coach regarding evaluation. The evaluator will make at least one observation. Each coach will complete the Self-Evaluation Report Form following the completion of each sport’s season. The coach’s evaluator will complete the Athletic Coach Evaluation Form at the end of the sport’s season. The employee may respond in writing to the Athletic Coach Evaluation.

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. Davenport Learning Center – Keystone Academy and East Locust Street Program 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.

BUILDING RE-ASSIGNMENT - Employees who are transferred to a different building on or after the first contract day will be given two district days of other district assignment to complete the move.

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 Davenport Learning Center – Keystone Academy or East Locust 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
   Instructional Literacy Coach
   Math Coach
   Media Specialist
   Music
   P. E.
   Preschool/Kindergarten
   Reading Intervention Specialist
   Special Education
   TAG
   All Other

12.62 Intermediate: 6 - 8
   Art
   At Risk/Diversion
   Business Education
   Counselors
   ESL
   Family and Consumer Sciences
   Health Education
   Industrial Technology
   Instructional Literacy Coach
   Instrumental Music
   Language Arts
   Math Coach
   Mathematics
   Media Specialist
   Physical Education
   Reading
   Science
   Social Studies
Special Education
TAG
Vocal Music
World Language

12.63 High School: 9 - 12
Activities Manager
Art
At Risk/Diversion
Business Education
Counselors
Dean of Students
ESL
Family and Consumer Sciences
Health Education
Industrial Technology
Instrumental Music
Language Arts
Math Coach
Mathematics
Media Specialist
Physical Education
Reading
ROTC
Science
Social Studies
Special Education
TAG
Vocational Education
Vocal Music
World Language

12.64 Nurses

12.65 Gateway to Technology

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 (13.15), 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 a supplemental 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 electronically all vacancies which occur on or after the first student day through the date of the June bid meeting. Electronic bidding will begin on the first Monday in October and continue through the first Monday in June. Electronic bidding will be held at least once a month on the first Monday of each month. If the District plans to hold more than one electronic bid session in a month, employees will be notified of the dates to be used for that month.
13.152 A bid meeting to fill vacancies that remain open after the last electronic bid in June will be held on the third Monday in June at a mutually agreeable time and place. Vacancies resulting from the 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 Tier III in the District - An employee on disciplinary probation, Tier III, or who was 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 twelve (12) Head/Assistant athletic coaching positions at the intermediate and/or high school level with not more than eight (8) designated at any one level each year. 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.

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 Tier III, 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.

13.5 SCHOOLS IN NEED OF ASSISTANCE

If the Iowa Department of Education or the United States Department of Education notifies the Davenport Community School District that the staffing of a building must be altered in order to comply with the requirements of the Every Student Succeed Act of 2015, the parties shall bargain over a special staffing procedure for reassignment of the personnel of the affected building.

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 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 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 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.
15.1 DURATION PERIOD – This Agreement shall be effective as of July 1, 2016, and shall continue in effect until June 30, 2018. 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 May, 2016.

ASSOCIATION

By ____________________________

BOARD OF EDUCATION

By ____________________________
EXHIBIT “A”

Davenport Community School District

Teachers’ Salary Schedule 2016-2017

(TQ 2016-2017 = $4,332)

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Davenport Community School District

Teachers’ Salary Schedule 2017-2018

(Once TSS dollars are known for 2017-18, a revised matrix will be sent out)

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Davenport Community School District

Nurses’ Salary Schedule 2016-2017

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**EXHIBIT “B”**

**SUPPLEMENTARY CONTRACTS 2016 - 2018**

**BASE SALARY FOR COMPUTING SUPPLEMENTAL SALARY AMOUNTS:**
- 2016 – 2017: $31,320.00
- 2017 – 2018: $31,720.00

**SPORTS**

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<td>Accompanist (musical)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>National Board Certification – annually as long as certification is held</td>
<td>$1,500.00</td>
<td></td>
</tr>
<tr>
<td>National Honor Society Advisor</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Newspaper Advisor</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Orchestra</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sr. High</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>Intermediate</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Pom-Pom / Dance Coach</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>ROTC</td>
<td>19</td>
<td></td>
</tr>
<tr>
<td>Safety Patrol</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>SAM</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>SPED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level I and Level II</td>
<td>Beginning with the 2016-17 school year $4,000.00 Years 1 through 5 $6,000.00 Years 6 and beyond</td>
<td></td>
</tr>
<tr>
<td>Hearing Impaired</td>
<td>Beginning with the 2016-17 school year $4,000.00 Years 1 through 5 $6,000.00 Years 6 and beyond</td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Level III</td>
<td>Beginning with the 2016-17 school year $8,000.00 Years 1 through 5 $10,000.00 Years 6 and beyond</td>
<td></td>
</tr>
<tr>
<td>SPED Department Heads</td>
<td>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</td>
<td></td>
</tr>
<tr>
<td>STEM</td>
<td></td>
<td>25</td>
</tr>
<tr>
<td>Student Council (Elem/Intermediate)</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Teacher-in-charge</td>
<td></td>
<td>Elementary 15</td>
</tr>
<tr>
<td>Yearbook Advisor</td>
<td></td>
<td>14</td>
</tr>
<tr>
<td>Mentor Teacher</td>
<td></td>
<td>$100</td>
</tr>
<tr>
<td>District-wide summer school, curriculum writing, and all other non-instructional activities</td>
<td>$28/hr.</td>
<td></td>
</tr>
<tr>
<td>Student instructional activities beyond 3.1, 5.1, and 5.3 (Pre-existing grants grandfathered at $20/hr till re-apply)</td>
<td>$28/hr.</td>
<td></td>
</tr>
<tr>
<td>Intermediate Summer School Band/Orchestra</td>
<td></td>
<td>$28/hr.</td>
</tr>
</tbody>
</table>
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

Name of Grievant ____________________________

School or Building ____________________________

Grievance #_______

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 2017–2018 or 2018-2019, 2019-2020 (circle one) 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 2017–2018 or 2018-2019, 2019-2020 (circle one) 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

5-23-16
For the DEA

_________________________
5-23-16
For the DCSD
Memorandum of Understanding #1

During negotiations for the 2016 — 2018 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 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 13.152 of this agreement.

2. 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 fifteen ($15) (dental) monthly.

   Beginning with the 2007-08 school year, new employees not electing family health insurance will receive Total Compensation of $250/month at the beginning of their 4th year of experience with the district. There will be no Total Compensation for not electing family dental insurance.

   Employees hired with an effective date of employment on or after July 1, 2011 will not receive Total Compensation for not electing family health or dental insurance.

   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.

   Employees employed by the District prior to July 1, 2011 and electing to take family health insurance shall contribute twenty-five dollars ($25) per month toward the cost of family health premiums.

   For employees who begin their employment with the District on or after July 1, 2011, the District will pay the full premium for single health insurance and for employees who elect family health insurance, the employee will contribute one hundred dollars ($100.00) per month toward the cost for family health insurance premiums.

   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
3. The parties recognize and voluntarily agree that the positions of instructional facilitator 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 for the duration of this contract.

C. The position of instructional facilitator is a district position. As such, employees filling these positions may be assigned by the district as needed. The position of instructional facilitator will be exempt from the process to fill vacancies in Section 13.152. The following procedures will be in place:

1. As vacancies occur or new positions are created, they shall be posted for a period of 10 working days.

2. Postings shall include a statement of qualifications, duties, and responsibilities.

3. The three most senior candidates will automatically be granted an interview.

4. Other employees shall have the right to apply for any vacancy for which he/she is certified by submitting to Human Resources a letter of request for an interview and a copy of their most current resume.

5. An interview team comprised of DCSD representatives and the DEA president or his/her designee shall prescreen all applicants and select candidates for interview.

6. An interview team comprised of four DEA representatives and three DCSD representatives shall interview the selected candidates.

7. After all interviews have been conducted, a recommendation for hire will be made to Human Resources.

8. In the event there are no qualified candidates for a vacancy, as deemed by the interview team, the district may fill the positions from outside the district.

Dated this _______ 23rd ______ day of ______ May ______, 2016.

For the Association

For the District
Memorandum of Understanding #2
Teacher Leadership Compensation System

The Davenport Community School District has been awarded a grant to participate in the Iowa Teacher Leadership Compensation System by the Iowa Department of Education. The Davenport Community School District (DCSD) and the Davenport Education Association (DEA) have reached agreement to the items listed below in regard to Master Contract articles that will be affected by implementation of the local Teacher Leadership Compensation System (TLCS).

SELECTION COMMITTEE

A. A District committee that includes equal members of administrators and teachers will interview and select the TLCS Support Teachers. The DEA President will select the teachers for this interview committee.

B. The District will form a total of 6 site committees for the purpose of the selection of Mentor, Model and Lead teachers. The 6 site committees will be comprised as follows:
   
a. One (1) high school level site committee comprised of a teacher and administrator from each of the four (4) high schools (Central, Mid-City, North, West)
b. One(1) intermediate level site committee comprised of a teacher and administrator from each of six (6) intermediate schools (J.B., Smart, Sudlow, Walcott, Williams, Wood)
c. Four (4) elementary level site committees each comprised of a teacher and administrator from 4-5 buildings assigned to each of the four (4) site committees (four (4) site committees to be determined)

After the initial hiring for the TLCS positions, the selection committee for hiring Mentor, Model and Lead will consist of only schools with openings. Each committee will consist of one administrator and one teacher from each building with an opening. In the event there is only an opening at one building, the committee will consist of at least two buildings, two teachers, and two administrators. The DEA will appoint all teachers serving on the selection committees.

Interested applicants for all Lead Support, Lead, Literacy Coaches, Math Coaches, Mentor and Technology Integration Model positions must submit a resume along with a letter of intent and two letters of reference. Selected applicants will also participate in an established interview process.

Interested applicants for all Model positions must participate in a nomination process and submit a video of their teaching practice that is aligned to the NIET Rubric.

C. In each case, committees with equal representation of administrators and Association members will accept and review applications and/or interview materials and make a recommendation to the Board for appointment of all TLCS positions.
D. In order to qualify for one of the leadership roles, a teacher must have a minimum of three (3) years of teaching experience with at least one (1) of the years being in the Davenport Community School District.

E. No employee will be involuntarily assigned to a TLCS position.

SENIORITY

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.

WAGES & SALARIES

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

In addition to a regular 185 contract, each Model Teacher will be issued a one-year supplemental contract for 2 additional days. The stipend for this supplemental contract will be $1,500.

In addition to a regular 185 contract, each TLCS Technology Integration Model Teacher will be issued a one-year supplemental contract for 2 additional days. The stipend for this supplemental contract will be $3,000.

In addition to a regular 185 contract, each Mentor Teacher will be issued a one-year supplemental contract for 6 additional days. The stipend for this supplemental contract will be $4,000.

In addition to a regular 185 contract, each Lead Teacher will be issued a one-year supplemental contract for 9 additional days. The stipend for this supplemental contract will be $6,000.

In addition to a regular 185 contract, each Technology Integration Lead Teacher will be issued a one-year supplemental contract for 9 additional days. The stipend for this supplemental contract will be $6,000.

In addition to a regular 185 contract, each Literacy/Math Coach Teacher will be issued a one-year supplemental contract for 9 additional days. The stipend for this supplemental contract will be $6,000.

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

Funding for the Program

Teacher leadership supplement foundation aid from the state of Iowa shall be required to sustain the TLCS program. The TLCS salary 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.

**STAFF REDUCTION TRANSFER**

For the purposes of staff reduction, teachers in TLCS positions shall be considered members of the bargaining unit and shall be classified in the classification to which they were assigned at the time of their selection for a TLCS position.

If staff reductions occur due to a reduction in TLCS funding or a modification in the District’s TLCS plan, the following procedures will apply to the TLCS leaders:

A. Anyone selected to fill a TLCS position shall be exempt from seniority-based staff realignment, except where the end result is the layoff of personnel as per Section 12.1 of the master contract,

B. Anyone selected to fill a TLCS position shall be guaranteed rights to their department, grade, division within the building he/she is currently assigned to.

C. In the event that the number of TLCS positions are reduced throughout the District, the following staff reduction procedures will be followed:
   
a. For the purpose of reduction of overall District TLCS positions, staff will be classified in the following way:
      
i. By TLCS position
         1. Model Teacher
         2. Mentor Teacher
         3. Lead Teacher
         4. Literacy/Math Coaches
         5. Technology Integration Lead Teacher (TILT)
         6. Technology Integration Model Teacher (TIMS)
         7. TLCS Teacher Support
      
   ii. By grade level
         1. Elementary
         2. Intermediate
         3. High School
   
b. The TLCS staff will be reduced by identifying the least senior employee from the TLCS classification where the reduction will be made and placing Literacy/Math or TLCS Teacher support employee in any vacant position which exists in the classification he/she was in at the commencement of his/her acceptance into a TLCS position and for which he/she is qualified. “Model”, “Mentor”, and “Lead” teachers will remain in their teaching assignment returning to full time teaching status or the status they were in prior to accepting a TLCS position.
   
c. Resignation or termination of a “Model” teacher from the TLCS supplemental position will not impact teaching placement except in the event of overall building or district staff reduction which would be subject to the procedures outlined in ARTICLE XII of the current contract between DCSD and the DEA.
   
d. Teachers resigning the TLCS supplemental position shall notify the Director of Human Resources by March 15. If a teacher is being terminated from a TLCS
supplemental position, the Director of Human Resources will notify the teachers by March 15.

e. If the “Mentor” or “Lead” teacher either resigns the TLCS supplemental position or is terminated from the TLCS supplemental by the District, the teacher will assume his/her teaching position at full time status in the building, or the status he/she was at prior to the commencement of the TLCS position, provided there is a vacancy or a teacher less senior to him/her in the building.

f. If there is no vacancy, but there is a less senior employee, the former TLCS teacher will displace the least senior employee in the grade level or department.

g. If no vacancy exists or there is no one less senior in the grade level or department in the building, the teacher will be placed in any vacant position within the same department and grade division within the District.

h. If no such vacancy exists, such employee will be placed in any vacant position within the department within the District.

i. If no such vacancy exists, the unassigned employee will displace the least senior employee in the same department within the District.

j. 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 licensed and has one year of teaching experience in the involved Department.

k. 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 licensed by the Iowa Board of Educational Examiners to fill the vacancy.

l. If there is no such vacancy or less senior employee in the District, the unassigned employee will be laid off.

m. Any resignation or termination of a TLCS position will result in loss of any supplemental contract for the position.

ANNUAL REVIEW

All TLCS positions are one-year positions and must be reviewed yearly. Yearly reviews will be conducted by each of the established site committees. For the purpose of all TLCS positions, the following system will be in place.

A. Each TLCS leader will be responsible for developing an annual growth/improvement plan

B. Data from the following sources will be used to determine whether a TLCS leader can continue in the position from year to year

   a. The Peer Responsibility Survey (40%)
   b. Administrator Responsibility Survey (20%)
   c. Self-evaluation Tool (30%)
   d. TLS Leader Growth/Improvement Plan (10%)

C. Continuation of TLCS positions

   a. If the overall score of the annual review is 50% or less, the person will not continue in the TLCS position.
b. If the Peer Responsibility Survey or the Administrator Responsibility Survey score is 50% or less, the person in the TLCS position will be required to complete a Performance Improvement Plan (PIP) to continue in the TLCS position.

c. If the Peer Responsibility Survey or the Administrator Responsibility Survey is 50% or less during the year of the PIP, the person will not continue in the position the following year.

d. The Peer Responsibility Survey will be completed during Wednesday Professional Development time.

This Memorandum of Understanding (MOU) shall be in effect beginning July 1, 2016 and continue through June 30, 2018 school years and shall be reviewed and/or amended on an annual basis thereafter.

For the Association

For the District

5-23-16

5-23-16
Memorandum of Understanding #3

The following is a memorandum of understanding regarding transfer procedures and guest teaching pay. This agreement will be an addendum to the 2016-2018 Master Contract and will sunset after the 2017-2018 contract year, unless renewed in collective bargaining for a subsequent year. The Transfer Procedures and Guest Teaching Pay are expressly dependent on one other.

The parties recognize and voluntarily agree that the following positions shall be considered 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.

- SAMS
- Instructional Literacy Coaches
- Instructional Math Coaches
- Creative Arts Academy
- Special Education Department Heads
- Keystone Academy Positions
- Eight (8) "Red" Schools
  - To Be Determined by Iowa Assessment data and building need and communicated to the Association by September 1 of each year
- Gateway to Technology Certified Positions
- Digital Design Innovator Teacher

Transfer procedures for the above mentioned positions will be as outlined herein:

A. The School District shall develop and articulate a job description with specific job requirements for these positions.
B. The positions of SAMS, Instructional Literacy Coaches, Instructional Math Coaches, and Special Education Department Heads are District positions. As such, employees filling these positions may be assigned by the district as needed.
C. All positions contained in this memorandum of understanding will be exempt from the process to fill vacancies in Section 13.152. The following procedures will be in place:

1. All vacancies shall be published electronically on Mondays by 12:00 p.m. and shall remain open for internal application through Wednesdays of the same week at 4:00 p.m.
2. Interested internal applicants must submit an electronic bid by the established deadline.
3. The three (3) most senior candidates will automatically be granted an interview. The administrator may choose to interview more than the three (3) most senior internal candidates who submit an electronic bid.
4. The positions of SAMS, Instructional Literacy Coaches, Instructional Math Coaches, the Creative Arts Academy Teachers, Special Education Department Heads, Gateway to Technology Teachers, and the Keystone Academy Teachers, and will be filled by the district at its discretion, and, as such, the administrator may elect to interview external candidates, unless the end result is layoff.
5. When part time positions (less than .5) become available at the
Creative Arts Academy, employees from either Central or Sudlow may submit a letter of interest for the position for which he/she is certified. Central employees may express interest in positions in grades 9-12; Sudlow employees may express interest in positions in grades 6-8. A meeting will be held with each candidate, the principal, and the Creative Arts staff(s) to discuss the duties and responsibilities of the position. The positions will then be filled at the District’s discretion.

6. All interviews will be conducted by a building team and will contain a bargaining unit employee.

7. After interviews, the supervisor/administrator will make a recommendation to the Superintendent following District Hiring Procedures.

8. If the chosen candidate is an internal candidate and the candidate elects not to take the position, the vacancy will be open for external applications.

9. Internal candidates who are not chosen for a position may request in writing a written statement from the supervisor/administrator regarding the reason(s) why he/she was not chosen. This request must be made within ten (10) business days of the date of the Superintendent’s decision, and the written statement from the supervisor/administrator will be provided to the employee within ten (10) business days of the date of the employee’s request.

10. Any internal candidate who is currently on Disciplinary Probation or Tier III or Conditional/Administrative Decision licensure will not be permitted to participate in the process outlined in this Memorandum of Understanding. The Superintendent and/or his/her designee may waive this restriction.

**Guest Teaching Pay**

Any teacher who substitutes during his/her prep time will be compensated at a rate of $28.00 per hour.

For the DEA

[Signature]

Date 5-23-16

For the District

[Signature]

Date 5-23-16
Memorandum of Understanding #4
PEER REVIEW

The following is a letter of understanding regarding peer review. This agreement will be an addendum to the 2016-2018 Master Contract and will sunset after the 2017-2018 contract year, unless renewed in collective bargaining for a subsequent year.

Definition

The parties agree that peer review is a collegial process among a peer group of teachers to enhance and improve instruction in order to increase student achievement.

Process

1. A peer group may be a group of two or more colleagues. The peer group will be self-selected. Each teacher will have a peer group.

2. Peer review will be based on professional dialogue that may or may not include a classroom observation. The decision regarding classroom observation will be made by the peer group.

3. The peer review process will be formative and will be focused on assisting each peer group member in achieving the goals of the teacher’s individual professional development plan. Peer reviews shall be supportive and collaborative and will be conducted in an informal manner.

4. Peer group review shall not be the basis for recommending the teacher participate in an intensive assistance program and shall not be used to determine the compensation, promotion, layoff, or any other determination affecting a teacher’s employment status. Like the mentor process, this memorandum of understanding will establish a wall between the peer review process and the evaluation process.

5. Training for peer review will be provided prior to its implementation.

6. Time required for the peer review process will be scheduled by the peer group. If a substitute teacher is needed for the peer review process, the peer group will first contact the principal to seek approval and to make the appropriate arrangements.

7. If a conflict exists between or among members of a peer review group, an attempt will be made to mediate the conflict. Based on the results of the mediation, the employee(s) will then decide if it is necessary to join another peer group.

8. A form stating date and time of the peer review meetings will be submitted to the Administration by the end of the contract year.

For the Association

Date 5-23-16

For the District

Date 5-23-16
MEMORANDUM OF AGREEMENT #5

The Davenport Community School District ("the District") and the Davenport Education Association ("the Association") share a strong commitment to the mutual goal to improve student achievement within our schools. In support of the district’s efforts to improve student achievement, teachers are needed for the purpose of providing additional support to the administrative team at various schools that have been identified as Title Schools, recognizing that with this designation are low performing schools as determined by the rules of the Department of Education. Therefore, the District and the Association agree as follows:

1. Positions of School Administrator Manager shall be recognized as bargaining unit positions within the bargaining unit represented by the Association.

2. The DCSD has developed a very specific job description with very specific job requirements for these positions.

3. The selected employee shall receive a supplemental contract as payment for added responsibilities, extended hours and evening work at a rate of 20% for the position.

4. The position of School Administrator Manager will be filled by the district at its discretion. The position will not be subject to the Transfer Procedures contained in Article XIII but will be subject to the staff reduction provisions of Article XII. The appointment and removal of an employee as School Administrator Manager will not be subject to the grievance procedure.

5. The basic work year for the School Administrator Manager(s) shall be the 185-day employee contract year prescribed in Article III of the master contract. 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 5 days of extended contract time as per Section 3.2 of the master contract may be added for specific activities.

6. The selected employees will accrue bargaining unit seniority while on these assignments.

7. Current bargaining unit employees selected for one of these positions shall not be guaranteed return rights to their previous department, grade, division and building. Employees shall be placed in any vacancy for which he/she is qualified when the position(s) cease/stop.

8. The selected employees shall be classified as "School Administrator Manager" and shall be exempt from seniority-based staff realignment, except where the end result is the layoff of personnel as per Section 12.1 of the master contract.

This agreement shall be effective from July 1, 2016, until June 30, 2018. The parties may mutually agree to extend or modify this agreement at any time.

For the Association

[Signature]

Date: 5-23-16

For the District

[Signature]

Date: 5-23-16

55
SIDE LETTER
DAVENPORT COMMUNITY SCHOOL DISTRICT
EARLY RETIREMENT INCENTIVE PLAN FOR CERTIFIED STAFF

The Davenport Community School District Early Retirement Incentive Plan as described in this document has been approved by the District’s Administration. This Early Retirement Incentive Plan does not vest rights in any District employee whether or not the employee is currently eligible for the Plan. This Plan replaces any and all early retirement plans and/or programs previously adopted by the District’s Board of Directors and any and all previous plans and/or programs are hereby revoked. The incentive offering for each school year covered under this incentive plan is effective as outlined below:

- 2016-2017   Deadline: February 1, 2017
- 2017-2018   Deadline: February 1, 2018

Purpose
The District Administration has determined it appropriate to provide an early retirement incentive to employees of extended tenure who opt to retire from the District at the end of the 2015-16, 2016-17, and 2017-18 school years pursuant to the terms of this Early Retirement Incentive Plan.

The purpose of this plan is to provide the District's employees with the option and opportunity for early retirement from their employment with the District. This Early Retirement Incentive Plan is designed to show the District's appreciation for the services an employee has rendered to the District, to aid the employee in the transition from public service to retirement, and to save District funds through a reduction in staff and/or replacement savings.

Plan Duration
The Plan for each school year will only be offered until February 1. Any eligible employee who has not committed to their participation in the Plan by the February 1st deadline at 4:30 p.m., shall lose his/her opportunity to do so.

I. EMPLOYEE REQUIREMENTS

A. Determining Eligibility:
An employee is deemed to be eligible for the plan if:

1) They are age fifty five or older by June 30th of the year in which they plan to exercise his/her participation in the offer

2) Have completed at least 20 years of contracted service with the Davenport Schools by June 30th of the year in which they plan to exercise his/her participation in the offer

3) They work at least a minimum of 4 hours per day or have a contract of at least .50 FTE

4) Submits an application for participation in the plan to the Board of Directors by February 1st of the year in which they plan to exercise his/her participation in the offer.
5) The effective date of retirement must be at, and not before, the conclusion of the contract or assignment of the year in which they plan to exercise his/her participation in the offer and no later than June 30th of that year.

Years of contracted service must be with the Davenport Community School District. If years of service are a combination of years between different employee classifications, the incentive will be prorated based on the differing classifications.

In order to count a year of service, the employee must have worked a minimum of 4 hours or .50 FTE. If the employee worked less than 4 hours or .50 FTE, that year of service will not be counted in determining the level of benefit.

However, no employee will be eligible for this Early Retirement Incentive Plan if:

1) They have received an official notice of layoff or termination, including termination pursuant to Iowa Code Section 279.27 or Iowa Code Section 279.15; or

2) They are on an extended unpaid leave of absence.

B. Credit for Unused Health Leave:

Unused health leave may be used for credit towards contracted years of service. The conversion shall be ninety (90) days of health leave shall equal one (1) year of service, one-hundred, eighty (180) days of health leave shall equal two (2) years of service, two-hundred, seventy (270) days of health leave shall equal (3) years of service with no maximum conversion limit.

NOTE: Unused health leave credit does not apply to IPERS years of service.

C. Qualifying for Participation in Plan:

An eligible employee qualifies for participation in this plan upon completion of the following requirements:

1) Submission of a written application to participate in this plan by February 1 at 4:30 p.m. of the year in which they plan to exercise his/her participation in the offer addressed to the Director of Human Resource Services (the Board of Directors reserves the right to waive strict compliance with the application deadline if there are extenuating circumstances unknown to the employee at the time and the Board in its sole discretion decides to waive strict compliance with the application deadline);

2) Submission of a written resignation to the Director of Human Resource Services on the same day as submission of the written application to participate in the plan; and

3) The Board's acceptance of the written resignation. The resignation will not be binding unless the employee is eligible and appropriately qualifies under the plan and the Board accepts the employee's written resignation. The Board's acceptance of the written resignation will be considered final action and shall mean that the employee's application is accepted and the employee's contract and employment duties will end on the date agreed upon by the Board and the employee.

NOTE: Employees who meet eligibility requirements and who have been approved by the board for retirement prior to the incentive being offered are eligible for this retirement incentive and need to complete the application.
II. EARLY RETIREMENT BENEFIT

The early retirement incentive shall be as follows:

- Employees with at least 35 years of service – the lesser of $40,000 or 60% of employees’ last annual salary
- Employees with at least 30 years of service – the lesser of $35,000 or 50% of employees’ last annual salary
- Employees with at least 25 years of service – the lesser of $30,000 or 45% of employees’ last annual salary
- Employees with at least 20 years of service – the lesser of $25,000 or 35% of employees’ last annual salary

The early retirement incentive for each eligible employee approved by the Administration will be based on the following in effect the last year of the employee’s employment with the school district:

- Certified Employees: Salary is base salary as listed on the salary schedule. This does not include extended contracts, total comp, supplementals, teacher quality or any other pay beyond the base salary.
- Employees with combined job classifications: A percentage of years in each classification will be determined and that percentage applied to the last year of the employee’s employment in each classification.

Early retirement benefits will be paid into either a 403(b) Special Pay Deferral Plan or a Health Reimbursement Account in accordance with Internal Revenues Service guidelines evenly over five years, beginning January 1st following the year of the incentive, and based on the option the employee elects.

The employee’s insurance election or non-insurance election automatically defaults which account the incentive money is deposited into.

- If the individual does not elect any of the district’s insurance coverage (medical, dental, and/or vision), the incentive money will be deposited into the Special Pay Deferral 403(b) (SPD).
- If the individual elects any of the district’s insurance coverage (medical, dental and/or vision), the incentive money will be deposited into the Health Reimbursement Account (HRA). An individual can elect to continue one or all of the insurance coverage depending on their needs.

Additional information is available upon request from the Employee Benefits office.

Upon retirement, the employee may choose to continue current coverage under the school district’s medical plan at the school district’s group rate and by paying the monthly premium amount in full to the business office prior to the due date of the school district’s premium to the insurance carrier. No part of the premium will be paid by the school district.
(Note: “current” coverage as it relates to single or family, not plan design)

The Board has complete discretion to offer or not to offer an early retirement plan for employees. The Board may discontinue the school district’s early retirement plan at any time.
III. EMPLOYEE RIGHTS

In the event this Early Retirement Incentive Plan is altered or discontinued, persons who separated from employment with the District under its provisions will continue to receive the benefits in effect and authorized by the Board of Directors at the time the employee's letter of resignation was accepted.

The adoption of this Early Retirement Incentive Plan shall not vest any rights in any employee whether or not the employee is currently eligible for early retirement. Furthermore, the District shall not be obligated to provide any plan benefits to any employee after the expiration date of the Plan, except to those Early Retirement Incentive Plan participants whose early retirement pursuant to this plan has commenced prior to the expiration date.

IV. STATUS OF PARTICIPANTS

An employee who elects to participate in the District's Early Retirement Incentive Plan will become a retired employee and will be entitled to all rights and privileges of retired employees under applicable law and the policies of the Davenport Community School District Board of Directors.

Early Retirement Incentive Plan participants agree not to seek further employment with the District however the District may recruit the retiree to work as a temporary or substitute employee after a period of six (6) months from the last date of employment.

Each employee who elects to participate in the District's Early Retirement Incentive Plan must specifically agree to hold the District harmless and indemnify it if the participant attempts to submit an application for employment or otherwise attempts to be reemployed with the District. The participant is not precluded in any way from accepting employment with any employer other than the District after fulfilling the terms of the employee's current contract with the District.

If you are interested in applying for the early retirement incentive, please submit the following forms to Human Resources by February 1st at 4:30 p.m. of the year in which you plan to exercise your participation in the offer.

1. Application for Early Retirement from Davenport Community School District (attached)
2. Letter of resignation from contract or assignment effective at the end of your current contract
3. Resignation/Retirement form (attached)

This agreement shall be effective from July 1, 2016, until June 30, 2018. The parties may mutually agree to extend or modify this agreement at any time.

For the Association

Date 5-23-16

For the District

Date 5-23-16
APPLICATION FOR EARLY RETIREMENT
FROM DAVENPORT COMMUNITY SCHOOL DISTRICT

School Year ________

I hereby submit my formal application for participation in the Davenport Community School District's Early Retirement Plan.

As part of my application I will, by February 1st, submit a resignation from my contract or assignment with the Board that will be effective at the end of my current contract. It is my understanding that this Application and my Resignation will be acted upon simultaneously by the Board of Education.

__________________________________________  ____________________________  _________________
Employee Signature  Printed Name  Date

__________________________________________  ____________________________  _________________
Social Security Number  Birthdate  Seniority Date

Position ________________________________  School/Department __________________________

Application received by the Board of Education on ______________________, 201__.

.......................................................... .......................................................... ..........................................................

Resignation received by the Board of Education on ______________________, 201__.

Resignation accepted and Early Retirement Plan Participant approved by the Board of Directors on ____________, 201__.

__________________________________________  ____________________________  Date
Board Secretary