

Between the

BOARD OF EDUCATION DUBUQUE COMMUNITY SCHOOL DISTRICT

and the

DUBUQUE EDUCATION ASSOCIATION

July 1, 2022 to June 30, 2027

TABLE OF CONTENTS

| | Preamble | |
|---------------|---|---|
| Article II – | Recognition | 4 |
| 2.1 | Unit | |
| 2.2 | Definitions | |
| Article III - | - Employee Rights | 4 |
| 3.1 | Rights and Protection in Representation | |
| 3.2 | Statutory Savings Clause | |
| 3.3 | Evaluation of Students | |
| 3.4 | Personnel File | |
| Article IV - | - Association Rights | 5 |
| 4.1 | Communications | |
| 4.2 | Access to Employees | |
| 4.3 | Association Identification | |
| | Other Payroll Deductions | 5 |
| 5.1 | Authorization Form | |
| 5.2 | Date Due | |
| 5.3 | New Employees | |
| 5.4 | Termination | |
| 5.5 | United Way | |
| 5.6 | Credit Union | |
| 5.7 | 403 (b) Plans | |
| | 403 (b) Tails - Just Cause | 6 |
| | - Just Cause | |
| | - | 0 |
| 7.1 | Employer Rights | |
| 7.2 | Limitations | |
| | I – Health Requirements | 0 |
| 8.1 | Nursing Mother | - |
| | - Grievance Procedure | / |
| 9.1 | Purpose | |
| 9.2 | Definitions | |
| 9.3 | Procedure | |
| 9.4 | Time Limits | |
| 9.5 | Released Time | |
| 9.6 | Employee and Association | |
| 9.7 | Group Grievance | |
| 9.8 | Separate Grievance File | |
| 9.9 | Meetings and Hearings | |
| Article X – | Seniority | 9 |
| 10.1 | Definition | |
| 10.2 | Loss of Seniority | |
| 10.3 | Seniority List | |
| 10.4 | Retention of Seniority | |
| Article XI - | - Safety | 9 |
| 11.1 | Inclement Weather | |
| 11.2 | Bomb Threats | |
| 11.3 | Unsafe Conditions | |
| 11.4 | Emergency Safety Situations | |
| Article XII | - Sick Leave | 9 |
| 12.1 | Accumulative Benefits | |
| 12.2 | Medical Notification | |
| 12.3 | Maternity | |
| 12.4 | Extended Leave | |
| 12.5 | Part-time Employees | |
| 12.6 | Family Illness Leave | |
| 12.7 | Adoption Leave | |
| 12.8 | Paternity Leave | |
| | I – Leaves | 1 |

| 13.1 | Personal Leave | |
|-------------|--|----|
| 13.2 | Dock Days | |
| 13.3 | Jury and Legal | |
| 13.4 | Association Leave | |
| 13.5 | Professional Leave | |
| 13.6 | Bereavement Leave | |
| 13.7 | Military Leave | |
| 13.8 | Extended Leaves | |
| 13.9 | Other Temporary Leaves | |
| 13.10 | Public Office | |
| 13.11 | Education Improvement | |
| 13.12 | Religious Leave | |
| 13.13 | Discretionary Leave | |
| Article XIV | V – Wages and Salaries | 13 |
| 14.1 | Schedules | |
| 14.2 | Extended Day Contract Rate | |
| 14.3 | Placement on Schedule | |
| 14.4 | Advancement on Salary Schedule | |
| 14.5 | Length of Service | |
| 14.6 | Extra Class Assignment | |
| 14.7 | Method of Payment | |
| 14.8 | Early Payment | |
| 14.9 | Travel Expenses | |
| 14.10 | Extended Year Contract Rate | |
| 14.11 | Subbing During Prep Time | |
| 14.12 | Teachers Subbing | |
| 14.13 | Summer School Salary | |
| 14.14 | Summer School employment | |
| 14.15 | Schedules | |
| | Professional Development/Teacher Quality Committee | 18 |
| 15.1 | Teacher Quality Committee | 10 |
| 15.2 | Association Compensation | |
| Article XV | I – New Professional Mentoring Program | 18 |
| 16.1 | Definitions | 10 |
| 16.2 | Evaluation | |
| | II – Athletic Trainers | 19 |
| | ovision I – Safety | 17 |
| | ovision II – Leaves | |
| | ovision III – Wages & Salaries | |
| | ovision IV – Compliance Clauses | |
| | III - Compliance Clauses | 20 |
| 18.1 | Individual Contracts | 20 |
| 18.2 | Separability | |
| 18.3 | Master Agreement Access | |
| 18.4 | Notices | |
| 18.5 | Complete Agreement | |
| 18.6 | Duration | |
| | | |
| | | |
| | - Teacher Salary Schedule | |
| | — Nurse Salary Schedule | |
| | – Nuise Saiary Schedule – Supplemental Pay for Extra Duty Assignments | |
| | - Supplemental Pay for Coaching | |
| octicult I | Supplemental Lay 101 Coaching | 29 |

ARTICLE I - PREAMBLE

The parties recognize the necessity of providing an educational program of high quality for the students of the Dubuque Community School District.

The parties recognize their mutual aim to promote harmonious and cooperative relationships among the Employer, the Association, and the employees covered by this Agreement, to assure effective and efficient operation of the Dubuque Community School District, and to protect the rights of all such parties as guaranteed in the Iowa Public Employment Relations Act.

The intent and purpose of this Agreement is to set forth the negotiated understandings of the parties and to provide procedures for the prompt and equitable resolution of grievances.

ARTICLE II - RECOGNITION

- 2.1 Unit The Employer recognizes the Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole collective bargaining representative of all employees described by and defined in the Public Employment Relations Board's Certification in Case No. 28, issued July 7, 1975. The term "employee," when used in this Agreement and as specified in such certification, shall mean teachers, counselors, nurses, and athletic trainers; but excluding administrators and all non-bargaining employees.
- 2.2 Definitions When used in this Agreement, the following terms shall have the following meanings:
- 2.21 The term "Employer" shall mean the Dubuque Community School District, or when specified hereinafter, its Board of Education or other representatives or agents.
- 2.22 The term "Employee" shall mean those professional employees represented by the Association and specified by the P.E.R.B. Certification and described in Section 2.1 above.
- 2.23 The term "Association" shall mean the Dubuque Education Association or its duly authorized representatives or agents.
- 2.24 For purposes of this Agreement, "working days" shall be defined as contract days during the school year. From the last day of the regular school year to the first day of the next regular school year, "working days" shall be defined as "business days."

ARTICLE III - EMPLOYEE RIGHTS

- 3.1 Rights and Protection in Representation The parties recognize that employees, under the Iowa Public Employment Relations Act, have the right to join or assist the Association, to negotiate collectively through the Association, to engage in other lawful concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to file and process grievances as defined in and as provided by ARTICLE IX of this Agreement, and to refuse to join the Association or participate in any such activities. There shall be no interference with, restraint, coercion or harassment of, or discrimination against, any employee because of his/her exercise of such rights, by the Employer, the Association or any employee.
- 3.2 Statutory Savings Clause The parties recognize and agree that no provision of this Agreement shall be deemed to modify or abridge the rights of employees under Section 279.13 and 279.24 of the Code of Iowa.

- 3.3 Evaluation of Students The employee shall have the responsibility to determine grades and other evaluations of students within the grading policies of the Dubuque Community School District based upon his/her professional judgment of available criteria pertinent to any subject area or activity for which he/she is responsible. No grade or evaluation shall be changed without good reason and prior discussion with the employee.
- 3.4 Personnel File Each employee shall have the right to review and reproduce, at his/her cost and during his/her non-working time, any materials contained in his/her personnel file except for confidential credentials and related personal references obtained at the time of initial employment. The employee shall have the right to respond to all such materials, which response shall become a part of such file. No separate personnel files shall be established which are not available for the employee's inspection. The employee shall be notified in writing of any written complaints against the employee that are to be placed in his/her personnel file.

ARTICLE IV - ASSOCIATION RIGHTS

- 4.1 Communications The Association shall have the right to post notice of Association meetings, its elections and the results thereof, and its social or educational activities. Such notices may be posted on such bulletin boards as are accessible to and used by employees covered by this Agreement, but not in areas open to students or the public. The Association shall have the right to use the Employer's interbuilding mail system for the distribution and reception of such communications to employees excluding political endorsements.
- 4.2 Access to Employees Officers of the Association and representatives of its affiliates shall have access to employees on employees' non-working time for lawful Association business provided that such access shall not interfere with or interrupt school operations. Advance notice of intended access shall be given to the appropriate building principal.
- 4.3 Association Identification No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V - OTHER PAYROLL DEDUCTIONS

- 5.1 Authorization Form Any employee may sign and deliver to the Employer's payroll department an authorization form for various payroll deductions. The authorization form shall be as approved by the payroll department. Note: Political/Union dues deductions will not be permitted.
- 5.2 Date Due The Employer will deduct from the employee's check an amount specified by the employee, if the Employer has been provided with such authorization form by the 10th of the month in order to be effective with the payroll check issued on the last working day of that particular month.
- 5.3 New Employees Employees hired after the 10th of the month will be given the opportunity to authorize payroll deductions by completing the necessary forms and delivering same to the Employer's payroll department no later than twenty (20) calendar days prior to the employees' first end of the month scheduled paycheck.
- 5.4 Termination Any authorization for payroll deductions may be terminated at any time upon twenty (20) calendar days written notice to the Employer's payroll department by the employee.
- 5.5 United Way Payroll deduction for United Way will not be accepted by the Employer unless an employee donates a minimum of \$1.00 per payroll deduction period and such deduction shall continue for no less than eight (8) pay periods.

5.6 Credit Union - Employees will be allowed four modifications per year in changing credit union deductions.

5.7 403(b) Plans - The Employer will accept 403(b) payroll deductions in a minimum amount according to the State plan and employees may have as many adjustments per calendar year in payroll deductions for 403(b) purchases as the State plan allows. Adjustments to be effective for a given month must be properly filed in the District Payroll office per section 5.2 of this Agreement. Each employee may purchase 403(b) plans from a maximum of three different companies. Limitations on the number of 403(b) contracts that an employee may purchase will be according to the State plan. It is the responsibility of the employee to contact the 403(b) plan provider.

ARTICLE VI - JUST CAUSE

No employee will be disciplined, suspended, discharged, demoted, or his/her contract not renewed without just cause. In the event an employee is interviewed by the administration regarding such contemplated disciplinary action, he/she shall have the right upon request to have an Association representative present. If any employee or the Association files any action, claim or proceeding in any form other than the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim under the grievance procedure of ARTICLE IX of this Agreement.

ARTICLE VII - MANAGEMENT

- 7.1 Employer Rights The parties understand and agree that the Employer shall have the exclusive right to:
 - 1. Direct the work of its employees.
 - 2. Hire, promote, demote, transfer, assign, and retain employees.
 - 3. Suspend or discharge employees for proper cause.
 - 4. Maintain the efficiency of its operations.
 - 5. Relieve employees from duties because of lack of work or for other legitimate reasons.
 - 6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
 - 7. Take such actions as may be necessary to carry out the mission of the Employer.
 - 8. Initiate, prepare, certify, and administer its budget.
 - 9. Exercise all powers and duties granted to the Employer by law.
- 7.2 Limitations The rights, powers, authorities and duties set forth above are subject only to such limitations as are expressly set forth in this Agreement.

ARTICLE VIII - HEALTH REQUIREMENTS

8.1 Nursing Mother – It shall be the employee's responsibility to notify her principal of the need to express milk during the workday. The employee and principal shall meet and make arrangements that include the following: a designated location, an agreed upon number of expression times per day and the length of time per expression. The designated location shall be a room or location that is within the school building and will provide the employee with privacy and sanitary conditions.

ARTICLE IX - GRIEVANCE PROCEDURE

- 9.1 Purpose The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 9.2 Definitions A "grievance" is defined as a claim by the aggrieved employee or the Association that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

9.3 Procedure

- 9.31 Level One The aggrieved employee shall attempt to resolve the grievance informally within twenty (20) working days of the employee's knowledge of the event giving rise to the grievance by informal discussion with the appropriate principal or supervisor. The aggrieved employee will notify the principal or supervisor that this is a Level I grievance. The aggrieved employee may be accompanied by Association representatives of his/her choosing. The principal or supervisor will reply orally or in writing to the aggrieved employee within five (5) working days after being notified of the grievance.
- 9.32 Level Two If after discussion with the appropriate principal or supervisor at Level I the grievance is not settled and the aggrieved employee wishes to appeal the grievance to Level II, the employee will reduce the grievance to writing (on the form attached to this Agreement as Schedule B) and submit it to the Chief Human Resources Officer within ten (10) working days after receipt of the principal's or supervisor's oral or written answer. The written grievance shall contain a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the provisions of this Agreement involved, and the relief sought. The Chief Human Resources Officer shall provide a written answer to the employee, with a copy to the Association, within ten (10) working days after receipt of the written grievance.
- 9.33 Level Three If the grievance is not settled at Level II and the aggrieved employee wishes to appeal the grievance to Level III, the written grievance shall be submitted to the Superintendent or designee within ten (10) working days after receipt of the Chief Human Resources Officer' written answer. The Superintendent or designee shall meet with the employee and representatives of the Association within five (5) working days after receipt of the grievance. The Superintendent or designee will provide a written answer to the grievant, with a copy to the Association, within ten (10) working days of such meeting.

9.34 Level Four

- (a) If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) working days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.
- (b) If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days of disposition of the grievance at Level III.
- (c) Within ten (10) working days after written notice to the Superintendent of submission to arbitration, the Superintendent or designee and the Association or its designee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request of a list of arbitrators shall be made to the Public Employment Relations Board (PER

Board) by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The parties shall within three (3) working days thereafter, in that order, alternately strike a name from the list and the fifth and remaining name shall be the arbitrator.

- (d) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) working days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statement and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- (e) The costs for the arbitrator list, the services of the arbitrator including per diem expenses, if any, his/her actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- 9.4 Time Limits The failure of an employee or the Association or its representatives to initiate or appeal a grievance to the next level within the time limits specified above shall bar further appeal provided, however, that any such time limits may be extended by mutual agreement.
- 9.41 Time Limits The failure of the employer to respond to a grievance within the specified time limits will authorize the aggrieved to present the grievance in person to the next level.
- 9.5 Released Time All grievances will normally be done at times which do not interfere with the scheduled work activities of the employees involved. When it is necessary for an aggrieved person and an Association representative to meet regarding a grievance processing and investigation during the workday, said aggrieved person and representative shall be released without loss of compensation. In addition, the immediate supervisors shall be given at least twenty-four (24) hours advance notice before released time is granted. Reasonable time limits may be placed by the immediate supervisors. These limits are to reflect the needs of the Employer and the grievant and representative in the particular situation, giving full consideration to all parties involved.
- 9.6 Employee and Association Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present beginning at Level II as a party of interest and shall have the right to grieve any adjustment of the employee's complaint, if such adjustment is inconsistent or contrary to the provision of this Agreement.
- 9.7 Group Grievance To avoid the filing of multiple grievances by teachers with identical claims, a group grievance may be submitted in writing to the Superintendent commencing at Level III.
- 9.8 Separate Grievance File All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 9.9 Meetings and Hearings All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE X - SENIORITY

- 10.1 Definition Seniority, as used in this Agreement, shall mean an employee's continuous length of service with the Dubuque Community School District from his/her latest date of employment. The date and hour a signed contract of employment is received in the District office, if available, shall determine an employee's seniority. If two or more employees have the same seniority date and the hour the signed contract was received was not clocked in, seniority will be determined by lot. Periods of approved leaves of absence not to exceed one (1) year and military and public office leaves shall be included in computing an employee's seniority.
- 10.2 Loss of Seniority The seniority of an employee shall terminate if the employee resigns, retires, is terminated, <u>or</u> is laid off for a period exceeding three (3) years or fails to respond to a recall notice.
- 10.3 Seniority List Each school year, the Superintendent or designee will provide the Association and each Principal with a list showing employees' current seniority, current position and building assigned. The seniority list will be posted in an area accessible to all employees.
- 10.4 Retention of Seniority Employees voluntarily or involuntarily transferred shall retain their District seniority in their new positions

ARTICLE XI - SAFETY

- 11.1 Inclement Weather Employees shall not be required to report to school more than one-half hour before or to remain at school more than one-half hour after student attendance is required on occasions of amended student attendance hours due to inclement weather. In the event one or more but not all schools are cancelled, employees shall report at the time designated by the Employer.
 - 11.2 Bomb Threats Employees shall not be required to search for a bomb.
- 11.3 Unsafe Conditions The Employer shall make reasonable provisions for the safety and health of its employees, and employees shall promptly report any unsafe or hazardous conditions. The employee's supervisor shall make an investigation and determination as to whether such employee can safely perform his/her duties.
- 11.4 Emergency Safety Situations—In emergency safety situations only, staff may be required to remain on duty beyond the normal workday without additional compensation for the duration of severe weather or a lockdown where conditions would not allow employees to safely leave. If a lockdown extends beyond a reasonable amount of time, as determined by the Dubuque Community School District and the Dubuque Education Association jointly, compensation will be provided.

ARTICLE XII - SICK LEAVE

- 12.1 Accumulative Benefits In addition to previously accumulated sick leave, all employees shall be entitled to fifteen (15) sick leave days (105 hours) each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days (hours) shall be accumulated from year to year to the total of one hundred fifty-five (155) days (1085 hours). When using sick leave, the sick leave will be deducted in hours equal to the employee's working day.
- 12.2 Medical Notification Any employee may be required to present medical evidence of sickness or injury for sick leave of three (3) consecutive days or more or in cases where the Administration suspects an abuse of sick leave. All requests for medical evidence shall come from the office of the Superintendent and/or the Chief Human Resources Officer.

- 12.3 Maternity Any employee who suffers a disability due to maternity shall be afforded all rights and benefits of sick leave under this ARTICLE without discrimination. An employee who plans to use maternity leave should give written notification three (3) months prior to the use of sick leave. Failure to provide such notice shall not result in any loss of benefits under this ARTICLE.
- 12.4 Extended Leave An employee who is unable to work because of personal illness or disability must make application to the Chief Human Resources Officer to request a leave of absence without pay for the duration of such illness or disability. Medical verification must be supplied by a licensed physician and submitted with the leave of absence request. The medical verification must include the employee's anticipated return date. Employees granted a leave under this provision will be allowed to continue their insurance benefits for twelve (12) consecutive months provided the employee pays his/her portion of the premium prior to the tenth (10) calendar day of each month. The method of premium payment shall be ACH (auto debited) from the employee's designated bank account. Failure to make such payment shall disqualify the employee for all benefits. If at the time this leave is granted, an agreed upon date of return is established, the leave of absence shall be without loss of position or status or accrued employment benefits that have been earned prior to the leave of absence. Should the position no longer exist, the employee shall be placed in a similar or comparable position.
- 12.5 Part-time Employees Part-time employees will accumulate sick leave days (hours) on the same basis as full-time employees with the stipulation that each sick leave day (hours) will be equal only to the number of hours that employee normally works during a working day. Part-time employees hired after the beginning of the school year will have sick leave prorated for the balance of the year. Part-time employees who are transferred to a full-time position will have their accumulated sick leave equated to full-time equivalency. Part-time for the purpose of this section shall mean any employee working less than the hours defined in 14.1. An employee who transfers from full-time to part-time will be credited with the same number of sick leave days (hours) as a full-time employee.
- 12.6 Family Illness Leave In the event of illness or injury of a child, spouse, brother/sister, mother/father, grandparent, grandchild, mother-in-law/father-in-law, daughter-in-law/son-in-law, or dependent adult, an employee may be granted up to six (6) days of Family Illness Leave per year charged against his/her sick leave. In cases where the Administration suspects an abuse of Family Illness Leave the Administration may require medical evidence of such illness or injury at the employee's expense. All requests for medical evidence shall come from the office of the Superintendent or the Chief Human Resources Officer.

Family Illness Leave cannot be used in less than one-half (1/2) hour increments.

12.7 Adoption Leave – The federal "Family and Medical Leave Act" of 1993 provides eligible employees up to twelve (12) weeks of unpaid leave for the birth or adoption of a child. Eligible employees who anticipate adopting a child may apply for leave under FMLA to be absent from duty for a period not to exceed twelve (12) weeks or sixty (60) consecutive working days in a twelve (12) month period. The Chief Human Resources Officer will approve such leave requests.

Up to fifteen (15) days of sick leave for the adoption of a child will be granted with pay if the employee has accumulated sufficient sick leave. Such leave shall begin no later than the initial date of physical custody of the child. Paid adoption leave may be extended through the use of family illness and accumulated personal leave days. Any additional requested adoption leave will be without pay under

[&]quot;Child" shall be defined as a biological, adopted, foster, or step son or daughter.

[&]quot;Brother/sister" shall be defined as a biological, adopted, or step sibling.

[&]quot;Mother/father" shall be defined as a biological, adoptive, or step parent.

[&]quot;Mother-in-law/father-in-law" and "daughter-in-law/son-in-law" shall include step relatives.

- FMLA. Benefits such as insurance shall be continued through the twelve (12) week leave period if the employee returns to work for thirty (30) calendar days after such leave.
- 12.8 Paternity Leave Up to three (3) days of sick leave for the birth of a child will be granted with pay if the employee has accumulated sick leave. Such leave shall normally be subsequent to the birth of the employee's child and taken within the first fourteen (14) days of birth.

ARTICLE XIII - LEAVES

- 13.1 Personal Leave Each employee will be allowed three (3) days with pay each school year for personal purposes. Unused personal leave days shall be accumulated from year to year to a total of seven (7) days. Personal leaves will be granted upon two (2) working days prior written notice to the employee's immediate supervisor. The two-day advance notice requirement may be waived for personal leave requests judged as emergency situations by the Employer. Only personal leave situations evaluated and approved by the Superintendent or designee may be granted during the first five (5) student attendance days and last five (5) student attendance days of school, on days designated for in-service training, parent-teacher conferences, or days immediately before or after holidays or vacations, or when such leave may disrupt the Employer's education program. The employee has the right to file an appeal to the Human Resource Director when the request for personal leave has been denied. Personal leave shall be accumulated and utilized in not less than one-half (½) hour increments.
- 13.2 Dock Days Employees may use up to three (3) dock days during a contract year. Employees may request additional dock days for emergency situations or unforeseen circumstances. All requests for dock days need to be approved by the Chief Human Resources Officer.
- 13.3 Jury and Legal Any employee required to perform jury duty or to appear and testify in any judicial proceeding during the employee's working time shall be granted leave for such purposes and shall receive the difference between the employee's normal compensation and the compensation received for such duty. Employees shall return to work for the duration of their workday if they are dismissed or released from judicial proceedings, which occur in Dubuque County or a county seat within a 50 mile radius of Dubuque, when one-half (½) or more of their regularly scheduled workday remains.

An employee serving on a Federal jury for an extended period of time (defined as four (4) months or more) may request that the School District pay the employee his/her normal compensation. The employee would in turn reimburse the District for compensation received for serving an extended term in the federal court system.

The employee shall provide to the employer a copy of the court document notifying the said employee of the requirement to report for jury duty or a copy of a subpoena if required to appear and testify in any judicial proceeding. Paid jury and legal leaves will not be approved for employees who initiate the action.

13.4 Association Leave - Officers and representatives of the Association will be granted a total of forty-five (45) working days (without accumulation) leave with pay each school year for official Association business upon five (5) working days advance written notice to the Superintendent or designee. When a substitute is needed to replace employees using such leave, the Association will pay such costs. An employee elected as an officer of the Association, ISEA or NEA shall be granted, upon written advance notice to the employer, received not later than May 1 of any year, an unpaid leave of absence (with no credit toward salary increments or accrual of fringe benefits) for up to two (2) years. In the event of re-election, the leave shall be extended for an additional two (2) years. The leave of absence shall be granted without loss of position or status or accrued employment benefits that have been earned prior to the leave of absence unless the position no longer exists, in which case the employee shall be placed in a similar or comparable position.

13.5 Professional Leave – Employees may be permitted to attend professional conferences, seminars, workshops, visit other schools for work-related purposes, and/or complete national board certification assessment, upon ten (10) working days prior written application to and approval by the Superintendent or designee. Employees shall be notified by the Superintendent or designee within five (5) working days, following receipt of their written request, whether or not their leave has been approved with or without substitute and/or expense allowance.

13.6 Bereavement Leave - An employee shall be granted up to five (5) working days leave of absence with pay for each death in the employee's immediate family which is defined as an employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, or grandparents. Days granted shall be used within two (2) weeks of the date of the family member's death. Unusual circumstances which are beyond the employee's control and which cause a delay in funeral or burial arrangements and prohibit the employee from using bereavement leave within the two (2) week period will be evaluated by the Superintendent or designee. Employees may be granted up to two (2) working days leave of absence with pay in the event of death of a friend or relative outside the employee's immediate family as defined above but with bonds so close that good taste demands attendance at the funeral.

"Child" shall be defined as a biological, adopted, foster, or step son or daughter.

"Brother/sister" shall be defined as a biological, adopted, or step sibling.

"Mother/father" shall be defined as a biological, adoptive, or step parent.

"Mother-in-law/father-in-law" and "daughter-in-law/son-in-law" shall include step relatives.

"Grandparent" shall be defined as a biological or step grandmother or grandfather, or the grandmother/grandfather of an adopted grandchild.

"Grandchild" shall be defined as a biological, adopted, or step grandson or granddaughter.

13.7 Military Leave - A leave of absence with pay for thirty (30) calendar days in one calendar year and thereafter without pay shall be granted to an employee who is inducted into state or federal military service. Upon completion of such service and/or discharge of 1-30 days, employee must report back to work at the beginning of the first regularly scheduled workday after release, providing for travel time and an eight (8) hour rest period; of 31-180 days employee must report back to work within 14 days of release; of more than 180 days, employee must report back to work within 90 days of release. Employee must make application to the Superintendent for reinstatement and such employee shall be reinstated to his/her former, or comparable, position without loss of seniority, salary increments, or fringe benefits accrued, provided such employee is qualified to perform the duties of such position.

13.8 Extended Leaves - An employee may be granted a leave of absence without pay, fringe benefits, or credit toward advancement on the salary schedule upon prior written application to and approval by the Superintendent or designee.

Any request for such leave beyond one (1) semester must be submitted to and approved by the Board of Education.

A written notice of intent to return from leave of one semester or more must be filed with the Human Resource Services office at least seventy-five (75) calendar days prior to termination of the leave. Failure to file a formal notice of intent to return to service will be interpreted as a resignation. Leaves of less than one semester should have return to service dates approved by the Human Resource Services office before approval of such leave.

All accrued seniority, leave time will carry over upon return to the district. If employee returns from one year of leave, they will be offered positions in the district that are open, in which they are qualified. If no positions are available, they will be placed in the position of the least senior person in a

position they are qualified to teach. If returning after two years of extended leave they will be placed in a position by the district, in which they are currently endorsed.

- 13.9 Other Temporary Leaves Other temporary leaves of absence may be granted with or without pay by the Superintendent or designee for good reason.
- 13.10 Public Office An employee who is elected to a municipal, county, state, or federal office shall, upon application to the Employer, be granted a leave of absence without pay except where prohibited by law. The leave of absence shall be granted without loss of position or status or accrued employment benefits that have been earned prior to the leave of absence unless the position no longer exists, in which case the employee shall be placed in a similar or comparable position.
- 13.11 Education Improvement A leave of absence without pay of up to one (1) year may be granted to an employee with five (5) years of experience in the District for the purpose of study at an accredited college or university and related to the employee's professional responsibilities. By March 1 of the leave year, the employee must notify the employer of his/her intention to return to work. The leave of absence shall be granted without loss of position or status or accrued employment benefits that have been earned prior to the leave of absence unless the position no longer exists, in which case the employee shall be placed in a similar or comparable position.
- 13.12 Religious Leave Any employee whose religious affiliation requires the observance of a religious holiday which falls on a working day shall be granted "Other Temporary Leave," per Article 13.9 in the Agreement, for such observance. Said leave will be with pay, and in no case shall the total usage of said leave exceed two (2) days per school year. Arrangements must be made with the building principal by August 15 of the year in which the leave is to be used (September 1 for new employees).

For each day absent, the employee will perform one (1) day of duties on a date mutually agreed to by the building principal and the employee. Failure to complete the one (1) or two (2) days of compensatory work shall cause pay for the number of days to be deducted from the employee's salary.

Any employee utilizing this leave shall be responsible for contacting the building principal to make arrangements for the scheduling of the compensatory day(s) of work.

13.13 Discretionary Leave – In the event of a life threatening or catastrophic medical situation (intensive care, final stages of an incurable disease, or incapacitating illness) occurs to a child, spouse or parent, the employee may, after exhausting all other applicable leaves, apply to the Superintendent or his/her designee for paid leave not to exceed 20 contract days in any one school year. In the event of extenuating circumstances, the employee may apply to the Superintendent or his/her designee for an extension.

ARTICLE XIV - WAGES AND SALARIES

- 14.1 Schedules Schedules C and D appear in the Appendix for basic services rendered during the in-school work year. The in-school work year for employees covered by this Agreement shall be as follows:
- a. New employees 193 days for new employees. New employees unable to attend training because of a late hire will participate in new teacher in-service training for any day(s) missed. Missed inservice days for new employees will be made up during the school year and as part of an extra or extended day assignment and at the direction of the Employer. The Employer shall provide written notice ten (10) working days in advance of the training session(s). The District reserves the right to use fourteen (14) hours of in-service days in less than full-day increments, but not less than two (2) hour sessions.

- b. Second year employees in the District 191 days for second year employees. This provision applies only to second year employees with less than three years total experience. The District reserves the right to use seven (7) hours of in-service days in less than full-day increments, but no less than one and one-half $(1\frac{1}{2})$ hour sessions. These training sessions should fit the needs of second year employees.
 - c. All other employees 190 contract days.

A regular workday shall be seven and one-half (7½) hours per day, including a minimum daily twenty-five (25) minute continuous duty-free lunch period. For those employees who travel between buildings the time spent in travel will not be included in the duty-free lunch period. Such duty-free lunch will be without compensation.

Trade time shall occur upon mutual agreement between the employee's supervisor.

In addition to the regular working day, staff members may be required to spend a maximum of five [5] hours) per year for collateral duties to be used for - 1) Open House, 2) PTA Meetings or similar Parent/Teacher groups, 3) Faculty and/or Department Meetings. No collateral hours will be used for fundraising activities. Written notice of the intent to require employees to perform collateral duties shall be provided to all affected employees assigned to the building at least five working days prior to the event, except in case of emergency. Collateral hours for part-time employees will be pro-rated.

- d. Planning Time Each full-time employee shall have a minimum forty-five (45) consecutive minute planning time five (5) days a week unless the normal working day schedule is altered. Such time shall be in addition to the employee's duty-free lunch period and/or time for travel.
- e. Friday Collaborative Late Starts: Employees will be guaranteed a modified prep period on these days.
- 14.2 Extended Day Contract Rate The salary schedule is based upon the normal workday/teaching load as set forth in this Agreement. Any employee who is required by the principal or supervisor to work beyond the established workday will be compensated for the time required at the hourly per diem rate of his/her contracted salary (see Schedule E).

14.3 Placement on Schedule

- a. Beginning with the 2019-2020 contract, current employees with less than 3 years of experience shall be placed on step 2 of the salary schedule in the lane based on their degrees and credits; employees shall remain on step 2 until they have completed their third year of total experience. These employees are eligible for 14.42 educational lanes and will be eligible for 14.41 increments after they have completed their third year of experience.
- 14.31 Employee: Initial Appointment Beginning with the 2019-2020 contract, new hires with less than 3 years of experience shall be placed on step 2 of the salary schedule in the lane based on their degrees and credits; employees shall remain on step 2 until they have completed their third year of total experience. These employees are eligible for 14.42 educational lanes and will be eligible for 14.41 increments after they have completed their third year of experience. Only credits (graduate or undergraduate) earned after the date the highest degree was conferred shall be accepted for lane placement.

Initial placement on a vertical plateau of Schedule C will be determined by the following schedule:

- a. Beginning with the 2022-2023 contract, up through twenty (20) years of verified teaching experience in an accredited school will be counted for new hires. Up through twenty years of verified athletic trainer experience in an accredited school will be counted for new hires.
- b. Up through two (2) years of verified military service or alternative civilian service required by the Selective Service System will be counted.
- c. Up through two (2) years of verified vocational experience required for certification will be accepted.
- d. No more than twenty (20) years of verified service will be counted for initial placement through the application of any combination of provisions a, b, and c.
- e. Only one (1) service recognition increment will be accepted for any one (1) year period of service, regardless of assignment.
- f. Credit will be given on a one-to-one (1-1) year's basis. A year will be classified as a minimum of one semester of full-time employment. Instances of more than one full semester of full-time employment will be totaled to determine placement on schedule.
- 14.32 Nurses: Initial Appointment Credit up through twenty (20) years of any salary level on the nurses salary schedule (Schedule D) shall be given, upon initial appointment, for all verified pediatric, psychiatric, or public health or school nursing experience. Credit will be given on a one-to-one (1-1) year's basis. A year will be classified as at least six (6) months of employment. Instances of more than one record of six (6) months of employment will be totaled for placement on scale.

14.4 Advancement on Salary Schedule

- 14.41 Increments Employees on the regular salary schedule (C or D) shall be granted one (1) increment or vertical step on the schedule for each year of successful experience as determined by performance evaluation until the maximum on the schedule for their educational classification is reached. A year of service consists of employment in the Dubuque Community School District for one (1) full semester or more of consecutive contracted working days in one (1) school year.
- 14.42 Educational Lanes Employees on the regular salary schedule (C or D) who qualify for movement from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. Employees shall have two (2) opportunities during each school year to qualify for horizontal advancement on the salary scale.

Fall Applications - For an employee to advance from one educational lane to another, he/she shall file an application for advancement with the Chief Human Resources Officer no later than September 15, and official transcript(s) of credits as evidence of additional educational credit with the Chief Human Resources Officer by September 30. Only credits earned after the date the highest degree was conferred shall be accepted for lane placement. Horizontal advancement shall be retroactive to the first day of the employee's contract year or prorated to the first day of employment if employed after the start of the school year. Transcripts received after the deadline shall be referred to the next filing date.

Spring Applications - For an employee to qualify for a second semester advancement from one educational lane to another, he/she shall file an application for advancement with the Chief Human Resources Officer by February 15, and official transcript(s) of credits as evidence of additional educational credit with the Chief Human Resources Officer by February 28. Only credits earned after the date the highest degree was conferred shall be accepted for lane placement. Prorated adjustments of horizontal advancement shall be retroactive to the first working day of the second semester or the first day of

employment if employed after the start of the second semester. Transcripts received after the deadline shall be referred to the next filing date.

- 14.5 Length of Service A service recognition increment will be added to the contract salary of each employee who has completed 13 years of active service. Only one service recognition increment will be awarded for each period of service. This increment will be added to the contract salary of the employee each year of the service recognition period.
- 14.51 Dollar Value The dollar value of the length of service base is determined by multiplying the dollar value of the teacher B.A. base by .0450. The length of service base is multiplied by the following factors at the following intervals of service completed to determine the amount of payment for each respective level:

| Years of Service | | |
|------------------|--------|----------------|
| Completed | Factor | <u>2022/23</u> |
| 13 through 17 | 1 | \$1,593 |
| 18 through 22 | 2 | \$3,185 |
| 23 through 27 | 3 | \$4,778 |
| 28 through 32 | 4 | \$6,371 |
| 33 through 37 | 5 | \$7,964 |
| 38 and over | 6 | \$9,556 |

- 14.52 Standards The following standards will be applied in determining eligibility of staff members to receive length of service payments according to the above monetary schedule for such payments.
- a. All years of continuous service within the Dubuque Community School District will be counted.
- b. Up through twenty (20) years of former teaching, nursing, or athletic trainer experience will be counted.
 - c. Up through two (2) years of military service will be counted.
- d. Up through two (2) years of that vocational experience required for certification and accepted for placement on the salary schedule will be counted.
- e. No more than twenty (20) years of service for employees will be counted through the application of any combination of provisions b, c, and d.
- 14.6 Extra Class Assignment An amount equal to one-sixth (1/6) of the teacher's per diem salary as enumerated in 14.1 times the number of working days of the extra class assignment will be paid for each class assignment at the secondary level which extends the regular work day (see Schedule E).

14.7 Method of Payment

- 14.71 Payday Payday shall be the last business day each month. A "business" day is considered the last day of the month in which the DCSD Payroll Office is open for business.
- 14.72 Summer Checks Employees who are not using electronic payroll deposit shall collect the check in person at the District office between the hours of 7:30 a.m. and 12:00/noon on the pay date. Checks remaining after 12:00/noon will be mailed. Employees will no longer have the option to have checks mailed on the pay date to a designated address.

For security purposes, employees choosing to pick-up summer checks in person shall be required to provide photo I.D.'s and shall be required to sign for their checks.

- 14.8 Early Payment Employees hired whose first workday with the Dubuque Community Schools is the first scheduled workday on the current school calendar, may receive payment of \$600 at the end of the second week of September by making written application to the Payroll Office by August 25 on a form to be provided by the Human Resource Services office. An early payment of \$600 will be deducted from the employee's regular check at the end of September.
- 14.9 Travel Expenses Employees who are required to travel between school buildings or for other approved school purposes shall be reimbursed at the rate specified in the Code of Iowa.
- 14.10 Extended Year Contract Rate The salary schedule is based upon the regular school calendar and the normal working/teaching load as set forth in this Agreement. Any employee, whose assignment exceeds the regular employee work year of the normal employee hours and load, will be additionally compensated at a per diem rate of his/her contracted salary (see Schedule E). Any additional days added to the calendar will be paid according to the provisions of this section.
- 14.11 Subbing During Preparation Time If employees under contract for regular daily teaching assignments are assigned to substitute during their prep period, such substitute assignment must be approved by the building principal and the employee shall be compensated at one-fifth (1/5) of the BA+0 daily rate.
- 14.12 Teachers Subbing If employees under contract for regular part-time daily teaching assignments are assigned to substitute for a period of time beyond their regular teaching assignments, such substitute assignment must be approved by the building principal and the employee shall be compensated at the percentage of a substitute teacher's daily rate of pay corresponding to the percentage of the day worked as a substitute teacher. If a part-time employee has to substitute during their prep period as part of any substitute assignment, the employee shall be compensated for the prep period at a rate of one-fifth (1/5) of the BA+0 daily rate.
- 14.13 Summer School Salary Compensation for summer school service as a teacher, nurse or counselor shall be at an hourly per diem rate of the employee's regular salary and in accordance with the provisions of this ARTICLE (see Schedule E).
- 14.14 Summer School Employment The Superintendent or designee shall post on the Hub of the District website a list of all known summer positions by the last working day in April. Employees who desire to apply for those posted positions shall file with the Chief Human Resources Officer an electronic request listing the position(s) desired within ten (10) working days of posting. Applicants will be notified in writing of the disposition of their application at least five (5) working days prior to the commencement of the summer school program.

Seniority will determine summer school appointments except in those cases where the District shall have good cause with basis in fact for overriding seniority. If an employee's request for summer school employment is denied, he/she shall receive a written explanation of the reasons therefore.

14.15 Schedules - Schedules E and F are for enumerated assigned services beyond the regular workday.

Service Recognition – A service recognition increment shall be added to the contract salary of each employee who has completed five (5) through nine (9) years of consecutive service; ten (10) through fourteen (14) years of consecutive service and fifteen (15) or more years of consecutive service for performing the duties within a category (A through E) on Schedule E or Schedule F. A leave of absence

will not count towards the years of service but will not interrupt the consecutive years of service. The service recognition increment is determined by multiplying the dollar value of the Schedule E and F base by .003550. The service recognition base is multiplied by the following factors at the following intervals of service completed to determine the amount of payment for each respective level:

| Years of Service Completed | Factor | 2022/23 |
|----------------------------|--------|---------|
| 5 through 9 | 1 | \$113 |
| 10 through 14 | 2 | \$226 |
| 15 and over | 3 | \$338 |

ARTICLE XV - PROFESSIONAL DEVELOPMENT/TEACHER QUALITY COMMITTEE

- 15.1 Teacher Quality Committee As per state legislation, there shall be a Teacher Quality Committee consisting of equal numbers of representatives chosen by the association and administrators. There shall be a maximum of fourteen (14) total members on this committee. This committee will perform duties as dictated by current Iowa Code.
- 15.2 Association Compensation The association representatives on the Teacher Quality Committee shall be compensated per diem for all meetings and activities of the Teacher Quality Committee. Payments to association representatives shall be funded from Teacher Quality Professional Development allocations.

ARTICLE XVI – NEW PROFESSIONAL MENTORING PROGRAM

16.1 Definitions

- a. New Professional Mentoring Program: Dubuque Community School District's program of support and assistance for New Professionals.
- b. New Professional: Any licensed individual with fewer than two (2) years of experience. All New Professionals must participate in the New Professional Mentoring Program.
- c. Mentor: An employee who has been trained and assigned by the District to provide assistance to a New Professional in the District's New Professional Mentoring Program.

16.2 Evaluation

- a. Mentoring assistance and induction plan activities shall not be used in evaluating a New Professional or an Mentor.
- b. Mentors shall not be requested or directed by either party to the contract to provide data or testimony in job renewal, termination, arbitration, or licensure proceedings.
- c. A Mentor shall not be requested or directed to participate in any informal or formal evaluation of a New Professional, nor be requested or directed to make recommendations supporting or denying continued District employment or recommendations for continuation or renewal for licensure of a New Professional.

ARTICLE XVII – ATHLETIC TRAINERS

The following Articles in the Master Agreement shall apply to Athletic Trainers: Article I – Preamble; Article II-Recognition; Article III-Employee Rights; Article IV-Association Rights; Article V-Other Payroll Deductions; Article VI - Just Cause; Article VII-Management; Article VIII-Health Requirements; Article IX-Grievance Procedure; Article X-Seniority; Article XI-Safety; Article XII-Sick Leave; Article XIII-Leaves; Article XIV-Wages and Salaries; Article XVIII-Athletic Trainers; Article XVIII-Compliance Clauses.

The provisions identify the articles of the Master Agreement that apply to the Athletic Trainers in a manner that is different than the other employees covered by the Master Agreement; any articles or sections not identified in the provisions shall be implemented as written in the Master Agreement.

PROVISION I – SAFETY

1.1 Inclement Weather as applied to 11.1 – Athletic Trainers shall not be required to report to school more than one-half hour before student attendance is required on occasions of amended student attendance hours due to inclement weather. As determined by the District, Athletic Trainers may be required to remain at school on occasions of amended student attendance hours due to inclement weather. In the event one or more but not all schools are cancelled, employees shall report at the time designated by the Employer.

PROVISION II – LEAVES

2.1 Vacation Days as applied to Article XIII-Leaves – The District will provide each eligible athletic trainer paid vacation days according to the following schedule:

| Years of Service | Vacation Days |
|------------------|-----------------|
| 0 years | 5 days prorated |
| 1-2 years | 10 days |
| 3-14 years | 15 days |
| 15 or more years | 20 days |

Athletic trainers shall be allowed to carry 20 days of vacation into the next fiscal year.

PROVISION III – WAGES AND SALARIES

3.1 Schedules as applied to 14.1 c - Schedules C and D appear in the Appendix for basic services rendered. Athletic trainers are not eligible to receive Teacher Salary Supplement (TSS) therefore the rate of pay shall be determined by utilizing the Generator Base salary without TSS.

The work year for Athletic Trainers covered by this Agreement shall be 228 days. A regular workday shall be flexible according to the needs of the school's athletic schedule and includes time for a meal that is scheduled by the athletic trainers.

3.3 Dollar Value as applied to 14.51 – The dollar value of the length of service base for Athletic Trainers is determined by multiplying the dollar value of the Generator Base by .0450. The length of service base is multiplied by the factors at the intervals of service completed to determine the amount of payment for each respective level.

| Years of Service Completed | Factor | 2022/23 |
|----------------------------|--------|---------|
| 13 through 17 | 1 | \$1,430 |
| 18 through 22 | 2 | \$2,860 |
| 23 through 27 | 3 | \$4,290 |
| 28 through 32 | 4 | \$5,720 |
| 33 through 37 | 5 | \$7,150 |
| 38 and over | 6 | \$8,580 |

3.4 The following articles do not apply to Athletic Trainers: Article 14.6 Extra Class Assignment; Article 14.12 Teachers Subbing; Article 14.13 Summer School Salary; Article 14.14 Summer School Employment, collateral time, and planning time.

PROVISION IV – COMPLIANCE CLAUSES

4.1 Complete Agreement as applied to 17.5 – The parties acknowledge it is their desire to successfully incorporate the Athletic Trainers into the Master Agreement and are committed to work collaboratively to address issues that may arise during the term of this agreement.

ARTICLE XVIII - COMPLIANCE CLAUSES

- 18.1 Individual Contracts Any individual contract of employment between the Employer and an employee covered by this Agreement shall not be inconsistent with the terms of this Agreement, and if any such individual contract is inconsistent with the terms of this Agreement, this Agreement during its duration shall control.
- 18.2 Separability If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting to the extent that it conflicts, but all other provisions of this Agreement shall remain in full force and effect.
- 18.3 Master Agreement Access This agreement shall be available on the Dubuque Community School District HUB. Hard copy available upon request (of the Human Resources Department).
- 18.4 Notices Whenever any notice is required to be given to either the Employer or the Association under this Agreement, either party may do so by email or letter at the following designated addresses: The Employer: 2300 Chaney Road, Dubuque, Iowa 52001
 The Association: 3430 Dodge Street, Dubuque, Iowa 52003
- 18.5 Complete Agreement This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms. The Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.
- 18.6 Duration The agreement shall be effective July 1, 2022 and continue in effect until June 30, 2027. Each year during the term of the agreement Article XIV Wages and Salaries (including all corresponding Schedules) shall be negotiated and each party may open up to five (5) additional articles.

| Any changes the Iowa Legislature makes to the bargaining law during this extension shaddressed by the parties in negotiations. | | | | | |
|--|-----------------------------------|--|--|--|--|
| Dubuque Education Association | Dubuque Community School District | | | | |
| Tammy Duehr | President, Board of Education | | | | |

APPENDIX

SCHEDULE B - GRIEVANCE REPORT

Date of Level I Grievance Meeting

| | | Date of Level I Ghevance Meeting |
|-------|--|--|
| | School District Building(s) de of Aggrieved Person(s) | Distribution of Form (check if sent to)1. Association2. Employee3. Building Principal or |
| | | |
| Α. | | EL II _ Level II Grievance File Date |
| В. | Section(s) of Contract Violated | |
| C. | Statement of Grievance* | |
| D. | Relief Sought* | |
| | Signature of Aggrieved Employee | Date |
| Si | ignature of Association Representative | Date |
| Е. | Disposition of Chief Human Resources O | fficer* |
| | | |
| Signa | ature of Chief Human Resources Officer | Date |

^{*}If additional space is needed, attach additional sheets.

GRIEVANCE REPORT LEVEL III

| A. | | | _ |
|-------|---|--|---|
| | Signature of Aggrieved Person(s) | Signature of Association Representative | |
| В. | | | _ |
| | Date Submitted to Superintendent | Date Received by Superintendent | |
| C. | Disposition by Superintendent or Designee | k | |
| | | | |
| Signa | nture of Superintendent or Designee* | Date | |
| | | | |
| | LEVE | LIV | |
| Α. | | | _ |
| | Signature of Aggrieved Person(s) | Signature of Association Representative | |
| В. | | | _ |
| | Date Submitted to Arbitration | Date Received by Arbitrator | |
| C. | Disposition and Award of Arbitration* | | |
| | | | |
| | | | |
| | | | |

NOTE: All provisions of ARTICLE IX of the Agreement shall be strictly observed in the settlement of grievances.

^{*}If additional space is needed, attach additional sheets.

SCHEDULE C - TEACHER SALARY SCHEDULE 2022/23

Generator Base - \$31,779 Starting Salary - \$35,394

| STEP | B.A. | +15 | M.A. | +15 | +30 | +45 |
|------|--------|--------|--------|--------|--------|--------|
| 0 | 35,394 | 36,810 | 38,579 | 39,995 | 41,765 | 43,534 |
| | 1.00 | 1.04 | 1.09 | 1.13 | 1.18 | 1.23 |
| 1 | 36,810 | 38,225 | 40,349 | 41,765 | 43,534 | 45,304 |
| | 1.04 | 1.08 | 1.14 | 1.18 | 1.23 | 1.28 |
| 2 | 38,225 | 39,641 | 42,119 | 43,534 | 45,304 | 47,074 |
| | 1.08 | 1.12 | 1.19 | 1.23 | 1.28 | 1.33 |
| 3 | 39,641 | 41,057 | 43,889 | 45,304 | 47,074 | 48,844 |
| | 1.12 | 1.16 | 1.24 | 1.28 | 1.33 | 1.38 |
| 4 | 41,057 | 42,473 | 45,658 | 47,074 | 48,844 | 50,613 |
| | 1.16 | 1.20 | 1.29 | 1.33 | 1.38 | 1.43 |
| 5 | 42,473 | 43,889 | 47,428 | 48,844 | 50,613 | 52,383 |
| | 1.20 | 1.24 | 1.34 | 1.38 | 1.43 | 1.48 |
| 6 | 44,243 | 45,658 | 49,552 | 50,968 | 52,737 | 54,507 |
| | 1.25 | 1.29 | 1.40 | 1.44 | 1.49 | 1.54 |
| 7 | 46,013 | 47,428 | 51,675 | 53,092 | 54,860 | 56,630 |
| | 1.30 | 1.34 | 1.46 | 1.50 | 1.55 | 1.60 |
| 8 | 47,782 | 49,198 | 53,799 | 55,214 | 56,984 | 58,754 |
| | 1.35 | 1.39 | 1.52 | 1.56 | 1.61 | 1.66 |
| 9 | 49,552 | 50,968 | 55,923 | 57,338 | 59,108 | 60,878 |
| | 1.40 | 1.44 | 1.58 | 1.62 | 1.67 | 1.72 |
| 10 | 51,322 | 52,737 | 58,047 | 59,462 | 61,232 | 63,002 |
| | 1.45 | 1.49 | 1.64 | 1.68 | 1.73 | 1.78 |
| 11 | 53,092 | 54,507 | 60,170 | 61,585 | 63,355 | 65,125 |
| | 1.50 | 1.54 | 1.70 | 1.74 | 1.79 | 1.84 |
| 12 | 54,860 | 56,277 | 62,293 | 63,709 | 65,479 | 67,249 |
| | 1.55 | 1.59 | 1.76 | 1.80 | 1.85 | 1.90 |

^{*}Base wage is equivalent to the generator base. Only the generator base will be used in negotiating "base wages."

SCHEDULE D - NURSES SALARY SCHEDULE

2022/23

Generator Base - \$31,779 Starting Salary - \$35,394

- A. The dollar amount for this schedule shall be determined by multiplying each index factor times the teachers' B.A. salary schedule base.
- B. Nurses with a Bachelor's degree shall be placed on the R.N. with bachelor's lane which is indexed the same as the teachers' B.A. Nurses with a master's degree shall be placed on the R.N. with master's lane which is indexed the same as the teachers' M.A.
- C. A \$550 annual stipend will be paid to a B.S./B.S.N. nurse (1.0 FTE) who has earned a minimum of three hours of graduate credit or who has completed 45 contact hours of continuing education beyond the B.S. degree.
- D. A \$630 annual stipend will be paid to a B.S./B.S.N. nurse (1.0 FTE) who has earned a minimum of six hours of graduate credit or who has completed 90 contact hours of continuing education beyond the B.S. degree.

| STEP | R | N | RN | J +30 | RN with | Bachelor's | RN wi | th BA+15 |
|------|------|--------|------|--------|---------|------------|-------|----------|
| 0 | .78 | 24,788 | .80 | 25,423 | 1.00 | 35,394 | 1.04 | 36,810 |
| 1 | .80 | 25,423 | .82 | 26,059 | 1.04 | 36,810 | 1.08 | 38,225 |
| 2 | .82 | 26,059 | .84 | 26,694 | 1.08 | 38,225 | 1.12 | 39,641 |
| 3 | .85 | 27,012 | .87 | 27,648 | 1.12 | 39,641 | 1.16 | 41,057 |
| 4 | .88 | 27,966 | .90 | 28,601 | 1.16 | 41,057 | 1.20 | 42,473 |
| 5 | .91 | 28,919 | .93 | 29,554 | 1.20 | 42,473 | 1.24 | 43,889 |
| 6 | .94 | 29,872 | .96 | 30,508 | 1.25 | 44,243 | 1.29 | 45,658 |
| 7 | .97 | 30,826 | .99 | 31,461 | 1.30 | 46,013 | 1.34 | 47,428 |
| 8 | 1.00 | 31,779 | 1.02 | 32,415 | 1.35 | 47,782 | 1.39 | 49,198 |
| 9 | 1.03 | 32,732 | 1.05 | 33,368 | 1.40 | 49,552 | 1.44 | 50,968 |
| 10 | 1.06 | 33,686 | 1.08 | 34,321 | 1.45 | 51,322 | 1.49 | 52,737 |
| 11 | 1.09 | 34,639 | 1.11 | 35,275 | 1.50 | 53,092 | 1.54 | 54,507 |
| 12 | 1.12 | 35,592 | 1.14 | 36,228 | 1.55 | 54,860 | 1.59 | 56,277 |

| STEP | RN with Master's | | RN with MA+15 | | RN with MA+30 | | RN with MA+45 | |
|------|------------------|--------|---------------|--------|---------------|--------|---------------|--------|
| 0 | 1.09 | 38,579 | 1.13 | 39,995 | 1.18 | 41,765 | 1.23 | 43,534 |
| 1 | 1.14 | 40,349 | 1.18 | 41,765 | 1.23 | 43,534 | 1.28 | 45,304 |
| 2 | 1.19 | 42,119 | 1.23 | 43,534 | 1.28 | 45,304 | 1.33 | 47,074 |
| 3 | 1.24 | 43,889 | 1.28 | 45,304 | 1.33 | 47,074 | 1.38 | 48,844 |
| 4 | 1.29 | 45,658 | 1.33 | 47,074 | 1.38 | 48,844 | 1.43 | 50,613 |
| 5 | 1.34 | 47,428 | 1.38 | 48,844 | 1.43 | 50,613 | 1.48 | 52,383 |
| 6 | 1.40 | 49,552 | 1.44 | 50,968 | 1.49 | 52,737 | 1.54 | 54,507 |
| 7 | 1.46 | 51,675 | 1.50 | 53,092 | 1.55 | 54,860 | 1.60 | 56,630 |
| 8 | 1.52 | 53,799 | 1.56 | 55,214 | 1.61 | 56,984 | 1.66 | 58,754 |
| 9 | 1.58 | 55,923 | 1.62 | 57,338 | 1.67 | 59,108 | 1.72 | 60,878 |
| 10 | 1.64 | 58,047 | 1.68 | 59,462 | 1.73 | 61,232 | 1.78 | 63,002 |
| 11 | 1.70 | 60,170 | 1.74 | 61,585 | 1.79 | 63,355 | 1.84 | 65,125 |
| 12 | 1.76 | 62,293 | 1.80 | 63,709 | 1.85 | 65,479 | 1.90 | 67,249 |

SCHEDULE E - SUPPLEMENTAL PAY FOR EXTRA DUTY ASSIGNMENTS 2022/23

Generator Base - \$31,779

| .0149 \$474 Vocal Music A (Responsibility for choral activities beyond regular school hours – school building) .0251 \$798 Vocal Music B (Responsibility for choral activities beyond regular school hours – level) .1293 \$4,109 Vocal Music C or Orchestra (75% or more of the responsibility for extra activities is at the high .0251 \$798 Instrumental A (75% of more of the responsibility is for extra activities per large p at the elementary level) .0602 \$1,913 Instrumental B (Major responsibility is for activities at two or more levels. Special multilevel activity responsibility. Specialist with 75% or more of th for extra activities at the middle school level.) .1403 \$4,459 Instrumental C (Band) (75% or more of the responsibility is for extra activities at the high Category B* | middle school school level) erformance group ist with major |
|---|---|
| (Responsibility for choral activities beyond regular school hours – school building) .0251 \$798 Vocal Music B (Responsibility for choral activities beyond regular school hours – level) .1293 \$4,109 Vocal Music C or Orchestra (75% or more of the responsibility for extra activities is at the high .0251 \$798 Instrumental A (75% of more of the responsibility is for extra activities per large p at the elementary level) .0602 \$1,913 Instrumental B (Major responsibility is for activities at two or more levels. Special multilevel activity responsibility. Specialist with 75% or more of th for extra activities at the middle school level.) .1403 \$4,459 Instrumental C (Band) (75% or more of the responsibility is for extra activities at the high | middle school school level) erformance group ist with major |
| .0251 \$798 Vocal Music B (Responsibility for choral activities beyond regular school hours – level) .1293 \$4,109 Vocal Music C or Orchestra (75% or more of the responsibility for extra activities is at the high .0251 \$798 Instrumental A (75% of more of the responsibility is for extra activities per large p at the elementary level) .0602 \$1,913 Instrumental B (Major responsibility is for activities at two or more levels. Special multilevel activity responsibility. Specialist with 75% or more of th for extra activities at the middle school level.) .1403 \$4,459 Instrumental C (Band) (75% or more of the responsibility is for extra activities at the high | school level) erformance group ist with major |
| (Responsibility for choral activities beyond regular school hours – level) .1293 \$4,109 Vocal Music C or Orchestra (75% or more of the responsibility for extra activities is at the high .0251 \$798 Instrumental A (75% of more of the responsibility is for extra activities per large p at the elementary level) .0602 \$1,913 Instrumental B (Major responsibility is for activities at two or more levels. Special multilevel activity responsibility. Specialist with 75% or more of th for extra activities at the middle school level.) .1403 \$4,459 Instrumental C (Band) (75% or more of the responsibility is for extra activities at the high | school level) erformance group ist with major |
| .0251 \$798 Instrumental A (75% of more of the responsibility for extra activities is at the high at the elementary level) .0602 \$1,913 Instrumental B (Major responsibility is for activities at two or more levels. Special multilevel activity responsibility. Specialist with 75% or more of the for extra activities at the middle school level.) .1403 \$4,459 Instrumental C (Band) (75% or more of the responsibility is for extra activities at the high | erformance group |
| .0251 \$798 Instrumental A (75% of more of the responsibility for extra activities is at the high at the elementary level) .0602 \$1,913 Instrumental B (Major responsibility is for activities at two or more levels. Special multilevel activity responsibility. Specialist with 75% or more of the for extra activities at the middle school level.) .1403 \$4,459 Instrumental C (Band) (75% or more of the responsibility is for extra activities at the high | erformance group |
| (75% of more of the responsibility is for extra activities per large p at the elementary level) .0602 \$1,913 Instrumental B (Major responsibility is for activities at two or more levels. Special multilevel activity responsibility. Specialist with 75% or more of the for extra activities at the middle school level.) .1403 \$4,459 Instrumental C (Band) (75% or more of the responsibility is for extra activities at the high | ist with major |
| at the elementary level) .0602 \$1,913 Instrumental B (Major responsibility is for activities at two or more levels. Special multilevel activity responsibility. Specialist with 75% or more of the for extra activities at the middle school level.) .1403 \$4,459 Instrumental C (Band) (75% or more of the responsibility is for extra activities at the high | ist with major |
| .0602 \$1,913 Instrumental B (Major responsibility is for activities at two or more levels. Special multilevel activity responsibility. Specialist with 75% or more of the for extra activities at the middle school level.) .1403 \$4,459 Instrumental C (Band) (75% or more of the responsibility is for extra activities at the high | , |
| (Major responsibility is for activities at two or more levels. Special multilevel activity responsibility. Specialist with 75% or more of the for extra activities at the middle school level.) 1403 \$4,459 Instrumental C (Band) (75% or more of the responsibility is for extra activities at the high | , |
| multilevel activity responsibility. Specialist with 75% or more of the for extra activities at the middle school level.) 1403 \$4,459 Instrumental C (Band) (75% or more of the responsibility is for extra activities at the high | , |
| for extra activities at the middle school level.) 1403 \$4,459 Instrumental C (Band) (75% or more of the responsibility is for extra activities at the high | ne responsibility |
| .1403 \$4,459 Instrumental C (Band) (75% or more of the responsibility is for extra activities at the high | 1 |
| (75% or more of the responsibility is for extra activities at the high | |
| | |
| Category B* | school level) |
| | |
| .0525 \$1,668 Publications-Newspaper | |
| .0525 \$1,668 Publications-Yearbook | |
| Category C* | |
| .0802 \$2,549 Performing Arts | |
| (Responsibility for a major production beyond the regular school of | 2 |
| school level or responsibility for the musical production – high sch | iool level) |
| Category D* | |
| .0525 \$1,668 Student Council | |
| Category E* | |
| .1202 \$3,820 Debate Director | |
| .0802 \$2,549 Speech Contest Coaches (3 positions) | |
| .1603 \$5,094 Drama Director (two performances) | |
| .0501 \$1,592 Assistant Drama Director (two performances) | |
| Category F | |
| .0278 \$883 Drill Team | |
| .0278 \$883 Flags | |
| .0525 \$1,668 Detention Middle School (Both) | |
| .0554 \$1,761 Departmental Chairperson | |
| .0646 \$2,053 Public Address | |
| .1055 \$3,353 Curriculum Consultant | |
| .1055 \$3,353 Dean | |
| .0278 \$883 Technology Leadership | |
| .0149 \$474 Website Maintenance | |
| .0251 \$798 Instructional Mentor (Responsible for providing direct support to | new professionals) |
| .0149 \$474 Co-curricular Club Sponsorship (requires significant student super | |
| contract day) | , |
| .1212 \$3,820 Robotics | |
| .0581 \$1,846 Intramurals – Middle School; Intramurals – Senior High | |

Employees having the following job descriptions outside their regular workday and during the summer will be paid an hourly rate.

| Ticket Sellers/Takers for school activities | \$9.00/hr. |
|---|------------|
| Supervision of school activities | \$9.00/hr. |
| Chaperons of Bus Trips | \$9.00/hr. |

^{*}Eligible for a service recognition increment as stipulated in Article 14.15.

| Hourly Per Diem | | |
|--|--|--|
| Curriculum Development | Individual employee's costed placement on | |
| Article 14.2 Extended Day/Projects Contract Rate | Salary Schedule "C" or "D", Generator Base | |
| Article 14.10 Extended Year Contract Rate | (Employees Index Base ÷ 190 ÷ 7) | |
| Article 14.3 Summer School Hourly Per Diem | | |
| Article 14.6 Extra Class Assignment | Individual employee's costed placement on | |
| | Salary Schedule "C" or "D" (Current salary ÷ | |
| | 190 ÷ 6) | |

SCHEDULE F - SUPPLEMENTAL PAY FOR COACHING* 2022/23 Base \$31,779

| Indexed | to the Base | SPORT AND POSITION |
|---------|-------------|--------------------------------------|
| | | FOOTBALL AND BASKETBALL |
| .2204 | \$7,004 | Varsity Head |
| .1102 | \$3,502 | Varsity Assistant |
| .1202 | \$3,820 | Sophomore Head |
| .1002 | \$3,184 | Sophomore Assistant and Freshman |
| | | WRESTLING AND TRACK (SPRING) |
| .1503 | \$4,776 | Varsity Head |
| .1002 | \$3,184 | Varsity Assistant and Sophomore Head |
| | | BASEBALL AND SOFTBALL |
| .1603 | \$5,094 | Varsity Head |
| .1018 | \$3,235 | Varsity Assistant and Sophomore Head |
| .0827 | \$2,628 | Freshman |
| | | GOLF AND TENNIS |
| .1002 | \$3,184 | Varsity Head |
| .0501 | \$1,592 | Varsity Assistant |
| | | CROSS COUNTRY |
| .1002 | \$3,184 | Varsity Head |
| .0501 | \$1,592 | Varsity Assistant |
| | | SWIMMING |
| .1503 | \$4,776 | Varsity Head |
| .1002 | \$3,184 | Varsity Assistant and Diving |
| | | VOLLEYBALL |
| .1503 | \$4,776 | Varsity Head |
| .1002 | \$3,184 | Varsity Assistant and Sophomore Head |
| .0827 | \$2,628 | Freshman |
| | | SOCCER |
| .1303 | \$4,141 | Varsity Head |
| .0902 | \$2,866 | Varsity Assistant |

| .1603 | \$5,094 | STRENGTH & CONDITIONING |
|-------|---------|---|
| | | BOWLING |
| .0763 | \$2,425 | Varsity Head |
| .0637 | \$2,024 | MIDDLE SCHOOL (Grades 7 & 8) BOYS AND GIRLS COACHES REGARDLESS OF POSITION OR SPORT |
| .0181 | \$575 | Grade 6 Boys and Girls After School Skills Program |
| .1002 | \$3,184 | CHEERLEADING (SENIOR HIGH) |
| .0501 | \$1,592 | ASSISTANT CHEERLEADING (SENIOR HIGH) |
| .0361 | \$1,147 | DANCE (MIDDLE SCHOOL) |
| .0581 | \$1,846 | SPECIAL OLYMPICS (MIDDLE SCHOOL) |
| .0763 | \$2,425 | SPECIAL OLYMPICS (SENIOR HIGH) |

^{*}Eligible for a service recognition as stipulated in Article 14.5.