

DAVENPORT SCHOOL DISTRICT NO. 207
and
DAVENPORT EXTRACURRICULAR ACTIVITIES ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT
2016-2020

1. These articles of understanding are between the Davenport School District No. 207, (District), and the Davenport Extracurricular Activities Association, (Association), which is the recognized bargaining unit for all extracurricular contracted employees in the positions listed.
2. Each extracurricular position contract is issued on an annual basis and is not subject to any continuing contract provisions. Each position, if filled by the district, is in addition to, not a part of, any other regular, continuing and/or non-continuing contract and/or non-contract positions.
3. The positions listed and included in this understanding do not require a teaching certificate for assignment to the position; however, other certification may be required by outside governing entities such as WIAA Coaching Certification, First Aid card, etc. for some of the positions. Extracurricular positions for which a teaching certificate is required are listed in and governed by the Davenport School District and Davenport Education Association Collective Bargaining Agreement.
4. Beginning with the 1996-1997 school year, extracurricular positions will not be contracted to district employees whose regular employment contract, when combined with the extracurricular contract (s), would require a workweek in excess of 40 hours which would require overtime compensation.
5. Should a contract be issued and the activity not occur, such as for the lack of sufficient participants as determined by the District (see below), then the contract shall be void and no payment shall be due to the employee. If the employee has already received any compensation, the compensation will be returned to the district. Should an activity be canceled after partial completion, only compensation for that portion completed shall be due the employee and any excess compensation shall be returned to the district. Computation of pay for partial completion shall be determined by the ratio of the completed portion of the season at the time of cancellation to the length of the regular season. The regular season shall be the season length prior to the practices and contests for which post-season pay in item #10 below applies. If the employee is unable to fulfill the contract, then the compensation for the unfulfilled portion of the contract shall be returned to the district and the district may hire a substitute for a contract balance.

6. Minimum numbers of participants for teams are established as follows:

Wrestling-6	Cross Country-6	Tennis-6	Golf-6	Track-6	Soccer-15
Basketball-8	Volleyball-8	Baseball-12	Softball-12	Football-15	

7. In the event that less than the minimum number of eligible participants turnout for a team (see paragraph 6), the coach will have the option of coaching at the reduced rate of 3.0% of the base. Any position that is not filled by a coach at the 3% salary may be declared to be “open” the following year.

8. If a coach begins the season at the reduced rate and the number of eligible participants meet or exceed the minimum one half way through the season (first day to last day of regular season), the rate of pay will be paid retroactively at the appropriate salary schedule placement. If the number of first participants drops below the minimum requirement after two weeks the second assistant will be terminated.

9. All extra-curricular coaching positions will have a first assistant coach. If the head coach, athletic director, and administration mutually agree that a first assistant coach is not necessary, a waiver must be signed by the above parties.

10. A second assistant coach may be requested of the Athletics Director when participants reach the following numbers:

Volleyball (25)	Wrestling (21)	Softball (25)	Basketball (25)	Football (22)	Soccer (25)
Tennis (25)	Golf (25)	Baseball (25)	Track (25)	Cross Country (25)	

11. Post-season pay for the following positions will be 10% of the employee's regular season stipend for each of the post-season competition at the state tournament and the last tournament level to qualify for the state tournament competition:

HS Volleyball Coaches	HS Cross Country Coaches	HS Golf Coaches
HS Basketball Coaches	HS Wrestling Coaches	HS Track Coaches
HS Tennis Coaches	HS Baseball Coaches	HS Softball Coaches
Knowledge Bowl Advisor	Fall Cheer Coach	Winter Cheer Coach
Pep Band Director	HS Soccer	

High school football coaches will receive 10% of their regular season stipend for quarter-finals, 10% for semi-finals and 5% for state finals not to exceed 25%.

At the end of the regular season, a committee comprising of the head coach, the athletic director, and the superintendent will meet to confer and decide if the second assistant and/or a supervisor is needed for post-season competition.

12. The extracurricular salary schedule base shall be (BA with 0 years of service). Experience placement shall be based on total experience with any school district beginning with the 1988-89 school year. Coaching experience is recognized only in WIAA approved sports and their respective season. Experience is recognized by sport for coaching positions and by advisor/director position for non-coaching positions.

Experience at a lower level in the same activity (JH Coach) shall be credited at the rate of 2 years for 1 year when moving to a higher level (HS Coach) and experience at the higher level (HS Coach) in the same activity shall be credited at a rate of one year for one year when moving to a lower level (JH Coach) position.

13. A contracted coach is one who has applied for a position, been through the screening and interview process and has been officially hired by the Davenport School District.

If a contracted coach wants to “volunteer” his/her services instead of receiving a coaching stipend, the following conditions will apply:

- A. The hiring process and the interview team’s recommendation will not be influenced by an applicant who wants to volunteer his/her services instead of being paid a stipend.
- B. The contracted coach will sign the same employment contract that all paid coaches sign, with the amount of salary listed as “0”. The forfeited salary amount will be noted on the employment contract.
- C. The dollar amount that the contracted coach is choosing to not accept will be deposited into the ASB General Account Fund to be used to help with officiating costs and/or safety equipment costs. This will be determined by the ASB Advisor and the Student Council.

Note: any coaches hired before the 2016-17 school year that have chosen to not be paid are “grandfathered” from A & C.

14. In any school year, the district may or may not fill all positions listed. Additional positions may be added with input from the Association.

15. An open position, (opening), is one that is a (1) new position added to the extracurricular salary schedule, (2) position which was not filled the previous year, (3) position which is unfilled due to the resignation of an employee, or (4) position for which the hiring selection recommendation is not approved by the board.

- A. An open position shall be advertised to currently contract regular and extracurricular district employees by posting in each of the two district main buildings. The open position will also be advertised in the local newspaper at the same time. All applicants shall receive notification as to their standing in the selection process before the recommendation is given to the School Board. DEAA will have a representative on all high school varsity hiring committees. If an assistant coaching position is open, the head coach will serve as the representative.
- B. It is the in the District’s best interest to hire coaches who are educators in our school district. If two candidates are equal and one is a teacher on staff, he or she will be hired for the coaching position.

16. The District and the Davenport Extracurricular Activities Association agree that, under normal circumstances, a coach will be allowed to only coach one sport during each athletic season of a given school year. In the event that a coaching position cannot be filled by a qualified candidate, a coach will be allowed to coach more than one sport during a specific season. In this case, the coach will receive additional compensation but not full contractual pay for two sports under the coaching salary schedule as listed in the current Collective Bargaining Agreement.

The exact amount of additional pay will be determined by the District after consultation with representatives from the Association.

17. A position may be job shared by more than one person, if authorized by the District, at no additional cost to the District.

18. Provided the district receives a jointly written and signed request of the individuals, stipends for two positions may be divided among two or more individuals (i.e. JH Head Coach and JH Assistant Coach Stipends can be divided equally between both coaches) provided the total pay is not more than the total of the individual stipends.

19. Coaches will be eligible for payment at the beginning of their season by one of the following options: (1) Installments for the remainder for the academic year; (2) Equal installments during the season; or (3) Lump sum at the conclusion of the season. Individuals who wish to exercise option #2 or #3 need to notify the business office prior to the beginning of the season

20. Beginning with the 2001-2002 school year the District will contribute up to \$750 for coaches and advisors to attend clinics, camps, or training sessions. Monies will pay for registration fees and lodging.

21. All extracurricular coaches will be observed by the Athletic Director or his/her designee and will be evaluated no later than two weeks after the conclusion of the season. Any concerns or areas in need of improvement shall be discussed in a timely fashion. All new coaches will receive a mid-season evaluation. "New" refers to any new coaching assignment. For example, if an assistant football coach is hired to serve as the head coach, he/she will be considered new. The Athletic Director (or designee) together with the head coach, will evaluate the assistant coaches. Upon completion of the evaluation, a face-to-face meeting will be held between the coach(es) and evaluator (s) to discuss the evaluation. The coach that receives a satisfactory evaluation shall be recommended to the superintendent for continuation of the extracurricular contract the following year provided the coach applies for the position for the following year. The superintendent's recommendation will be presented at the February board meeting for fall sports, April board meeting for winter sports, and the July board meeting for spring sports. The board will have complete discretion on whether or not to accept the recommendation.

22. Complaint Procedure

1. If at any time parents/guardians have a question or concern regarding their student's extracurricular participation, the course of action will follow the sequence outlined below:
 - a. The parents/guardians will talk directly with the employee at an appointed time and place apart from practice and the activity/contest.
 - b. If the issue is not resolved and/or parents/guardians still have a concern, they are to arrange a meeting with the athletic director.
 - c. If the issue remains unresolved, the parents/guardians may take the issue to the principal.
 - d. If the issue remains unresolved, the parents/guardians may take the issue to the superintendent.
 - e. If the issue remains unresolved, the parents/guardians may take the issue to the school board.

- f. If the issue involves a complaint against an extracurricular employee, he/she must have an opportunity for input with an association representative present starting at section K 1c.
- g. If a parent approaches an immediate supervisor, administrator, athletic director, or board member with a complaint involving an extracurricular employee before he/she has met with the employee against whom the complaint is being made, he/she will be directed to follow the procedure as described above.
- h. This procedure will become part of the athletic code and be given in writing to the parent(s) of every student participant before each season begins.

23. Discipline and Discharge of Employees

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

24. Grievance Procedure

1. Definitions

- a. *Grievance* is a claim by an employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- b. A *grievant* is an employee, a group of employees, or the Association filing a grievance.

2. Procedure

- a. In the event that an employee believes there is a basis for a grievance, the employee will first discuss the alleged grievance with his/her building principal or other appropriate supervisor either personally or accompanied by his/her Association representative.
 - b. If the grievance is not thus resolved, formal grievance procedures may be instituted. However, the exhaustion procedure is not a condition precedent in invoking the formal grievance procedure.
- Appendix A.

STEP 1

The grievant may invoke the formal grievance procedure through the Association on the grievance form which will be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent of designee. A grievance must be filed within twenty (20) days of the occurrence of which the grievant complains.

STEP 1 REPLY

Within five (5) days of receipt of the written grievance, the principal or appropriate supervisor shall meet with the grievant in an effort to resolve the grievance, and give his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association .

STEP 2

In the event the grievant is not satisfied with the disposition of the grievance at Step 1 within five (5) days after receipt of same, or if no disposition has been made within five (5) days of such meeting, or ten (10) days from date of filing, whichever shall be later, the grievance may appeal to the Superintendent. Within five (5) days the Superintendent or designee shall meet with the grievant in an effort to resolve the grievance and shall give his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.

STEP 3

In the event the grievant is not satisfied with the disposition of the grievance at Step 2 within five (5) days after receipt of same, or if no disposition has been made within five (5) days of such meeting, to ten (10) days from date of appeal, whichever shall be later, the grievant may ask the local Association to appeal the grievance to the Board through the Superintendent.

Within twenty-five (25) days the Board shall meet with the grievant in an effort to resolve the grievance, and shall give their disposition of the grievance in writing within ten days of such meeting, and shall furnish a copy thereof to the Superintendent and to the Association. The Board's decision shall be final and binding upon the Parties.

3. Time Limits

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the times hereinbefore provided shall result in the dismissal of the grievance.

Appendix A

Grievance

Name of Grievant: _____

Assignment: _____ Building: _____ Date: _____

Person to whom grievance is submitted: _____

Specific contract article violated: _____

Brief description of grievance: _____

Date violation occurred: _____

Date Grievant became aware of violation: _____

Remedy Sought: _____

Signature of Grievant: _____

Send the original signed grievance to the person with whom the grievance is filed. Send one (1) copy each to the Superintendent and President. Keep one (1) copy.

2016-2020 EXTRACURRICULAR ADVISOR SALARY SCHEDULE

BASE AMOUNT = \$34,068.00 (The DEAA and the District agree to a 1.5% increase to the salary base each consecutive year for the life of this contract, 2016-2017 through 2019-2020.)

Group 1

YEAR:	1-4	5-9	10-14	15-19	20-24	25+
% OF BASE:	13.0%	13.5%	14.0%	14.5%	15.0%	15.5%
Junior Class Advisor						

Group 2

YEAR:	1-4	5-9	10-14	15-19	20-24	25+
% OF BASE:	11.0%	11.5%	12.0%	12.5%	13.0%	13.5%
ASB Bookkeeper Advisor						

Group 3

YEAR:	1-4	5-9	10-14	15-19	20-24	25+
% OF BASE	9.0%	9.5%	10.0%	10.5%	11.0%	11.5%

Group 4

YEAR:	1-4	5-9	10-14	15-19	20-24	25+
% OF BASE	6.0%	6.5%	7.0%	7.5%	8.0%	8.5%
Sound Technician Advisor						

Group 5

YEAR:	1-4	5-9	10-14	15-19	20-24	25+
% OF BASE	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
Senior Class Advisor		Drama Advisor, 7-12 (w/o Class)		Science Club Advisor		
Honor Society Advisor		Outdoor Education Advisor		Journalism/Annual Advisor (w/o Class)		

Group 6

YEAR:	1-4	5-9	10-14	15-19	20-24	25+
% OF BASE	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Knowledge Bowl Advisor			Elementary Drama Advisor			

Group 7

YEAR:	1-4	5-9	10-14	15-19	20-24	25+
% OF BASE	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%
Pep Club Advisor			Chemical Hygiene Officer			

Group 8

The following Advisor positions will be paid at an hourly rate-Base/180 days/8 hours = hourly rate of pay.

<u>Advisor Function</u>	<u>Maximum Number of Hours per Year</u>
Computer Center Advisory	86 hours=6.0% of the Base
Freshman Class Advisor	57 hours=4.0% of the Base
Sophomore Class Advisor	57 hours=4.0% of the Base

One or more individuals may provide Advisor functions with prior approval of the High School Principal.

2016-2020 EXTRACURRICULAR ADVISOR SALARY SCHEDULE

BASE AMOUNT = \$34,068.00 (The DEAA and the District agree to a 1.5% increase to the salary base each consecutive year for the life of this contract, 2016-2017 through 2018-2019.)

Group 2

YEAR:	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-19	20-24	25+
% OF BASE	13.0%	13.5%	14.0%	14.5%	15.0%	15.5%	16.0%	16.5%	17%	17.5%
	HS Head Basketball Coach		HS Head Football Coach							

Group 3

YEAR:	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-19	20-24	25+
% OF BASE	11.0%	11.5%	12.0%	12.5%	13.0%	13.5%	14.0%	14.5%	15%	15.5%
	HS Head Volleyball Coach		HS Head Wrestling Coach		HS Head Baseball Coach		Cheer Coach			
	HS Head Softball Coach		HS Assistant Football Coach		HS Assistant Basketball Coach		HS Head Soccer			

Group 4

YEAR:	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-19	20-24	25+
% OF BASE	9.0%	9.5%	10.0%	10.5%	11.0%	11.5%	12.0%	12.5%	13%	13.5%
HS Head Track Coach			HS Head Golf Coach			HS Head Cross Country Coach				
HS Head Tennis Coach			HS Assistant Volleyball Coach				HS Assistant Baseball Coach			
HS Assistant Wrestling Coach			HS Assistant Softball Coach			HS Assistant Soccer Coach				

Group 5

YEAR:	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-19	20-24	25+
% OF BASE	7.0%	7.5%	8.0%	8.5%	9.0%	9.5%	10.0%	10.5%	11%	11.5%
	HS Assistant Golf Coach		HS Assistant Track Coach			HS Assistant Tennis Coach				
	HS Assistant Cross Country Coach		Fall Cheer Coach			Winter Cheer Coach				

Group 7

YEAR:	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-19	20-24	25+
% OF BASE	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%	8.0%	8.5%	9%	9.5%
	JH Head Football Coach		JH Head Volleyball Coach		JH Head Basketball Coach		JH Head Wrestling Coach			

Group 8

YEAR:	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-19	20-24	25+
% OF BASE	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%	8%	8.5%
JH Head Track Coach	JH Head Softball Coach		JH Head Baseball Coach			JH Assistant Wrestling Coach				
JH Assistant Basketball Coach	JH Assistant Football Coach			JH Assistant Volleyball Coach						

Group 9

YEAR:	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-19	20-24	25+
% OF BASE	3.0%	3.5%	4.0%	4.5	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%
	JH Assistant Track Coach		JH Assistant Softball Coach		JH Assistant Baseball Coach		Pep Band Director			

Group 10

A second assistant coach in any sport shall receive 2% less than the first assistant coach in that sport.

NOTE: The Athletic Director salary is no longer associated with DEAA.

DURATION

This Agreement shall be effective as of the 1st day of September 2016 and shall continue in effect until the 31st day of August 2020.

The parties to this agreement shall enter into bargaining for a successor contract at least ninety (90) days prior to the termination date of this Agreement unless mutually agreed to delay the start of the process.

Matters of common concern may be subject to negotiations during the period of this Agreement upon request and with mutual agreement of both parties.

ATTESTATION

For the Extracurricular Employees Association:

_____	_____
Date	Title
Rawleigh Fisk, President	Date
_____	_____
Pete Schweiger, Vice-President	Date

For Davenport School District No. 207:

_____	_____
Board Representative	Date
_____	_____
Jim Kowalkowski, Superintendent	Date

APPROVED BY THE BOARD OF DIRECTORS ON _____
Date

ATHLETIC WAIVER 1A - Dismissing a First Assistant Coach

All extra-curricular coaching positions will have a first assistant coach. If the head coach, Athletic director, and administration mutually agree that a first assistant coach is not necessary, the following waiver (1A) must be signed by the above parties.

Date: _____

Season:

We believe a first assistant coach is not necessary and therefore waive the right to one.

Head Coach: _____ (print) _____ (signature)

Athletic Director: _____ (print) _____ (signature)

Administration: _____ (print) _____ (signature)

Athletic Waiver 1B - Hiring a Second Assistant Coach

All extra-curricular coaching positions will have a second assistant coach if the required numbers merit it. If the head coach, athletic director, and administration mutually agree that a second assistant coach is necessary even though numbers are not met, the following waiver (1B) must be signed by the above parties.

Date: _____

Season:

We believe a second assistant coach is necessary without having the required number of athletes.

Head Coach: _____ (print) _____ (signature)

Athletic Director: _____ (print) _____ (signature)

Administration: _____ (print) _____ (signature)