

COMPREHENSIVE AGREEMENT

between the

**Des Moines Independent
Community School District**

and the

**Department of ESP
(Education Support
Professionals)**

of the

**Des Moines Education
Association**



2019-2024

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ARTICLE I: PREAMBLE

The Des Moines Independent Community School District, No. 77-1737, in the counties of Polk and Warren, State of Iowa, hereinafter referred to as the Employer, and the Des Moines Education Association, hereinafter referred to as the Association, agree that it is the practice of the Des Moines Independent Community School District and the Des Moines Education Association to promote harmonious and cooperative relationships between the school district and its employees.

The Association and the Employer, through good faith negotiation, have reached certain understandings; therefore, it is agreed as follows:

ARTICLE II: RECOGNITION

The Des Moines Independent Community School District is recognized as a public employer governed by the Board of Directors. The Department of Associates of the Des Moines Education Association, as determined and ordered by the Public Employment Relations Board, is recognized as the sole and exclusive bargaining agent for regular, hereinafter-named employees of the Employer, including all:

Teacher Associates, Family Advocates, Campus Monitors, Secretarial and Clerical Employees

and excluding: all other school district employees, confidential and supervisory personnel, and all other employees excluded by Section 4 of the Iowa Public Employment Relations Act of 1974. For purposes of this Agreement, supervisors are defined as those who have the authority to hire, assign, transfer, promote, discharge, discipline, evaluate, or process grievances of other employees or have the responsibility to make recommendations thereon.

ARTICLE III: DEFINITIONS

- A.** The term *Employer* as used in this Agreement shall mean the Des Moines Independent Community School District governed by a Board of Directors or its duly authorized representatives.
- B.** The term *Association* as used in this Agreement shall mean the Des Moines Education Association or its duly authorized representatives or agents.
- C.** The term *Employee* as used in this Agreement shall mean all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB).
- D.** The term *regular full-time employee* as used in this Agreement shall mean employees represented by the Association in the bargaining unit as defined and certified by the PERB who are employed from 30 to 40 hours each work week during a regular five-day workweek during the academic year.
- E.** The term *regular part time employee* as used in this Agreement shall mean employees represented by the Association in the bargaining unit as defined and certified by the PERB who are employed less than 30 hours each work week during a regular five-day workweek during the academic year.
- F.** The term *associate* (referred to by the State Department of Public Instruction as educational aide), as used in this Agreement, shall mean a person employed by the Des Moines Independent Community School District in a paraprofessional position on the staff and shall be regarded as synonymous with the term *teacher associate* as utilized by the Iowa Public Employment Relations Board.
- G.** The term *paraprofessional*, as used in this Agreement, shall mean a person employed to assist a teacher or other professional employee.

- H. Seniority** shall be defined as the number of consecutive years of employment in the district as an associate, family advocate, campus monitor, secretarial or clerical employee. Two years of part-time service will be considered as one year of full-time service or pro-rated as appropriate. In cases where two or more employees begin employment on the same day, date of application shall establish the order of seniority. Extended leaves of absence shall not be credited to the determination of an employee's seniority status.
- L. Breaks in Service.** An employee's seniority record shall be broken by voluntary resignation, discharge, reduction in force, or retirement. Should an employee laid off return to work within one year, the seniority will pick up from the date of return. Seniority rights will be forfeited if a continuous period of layoff exceeds one year. Should an employee leave his/her assignment in this bargaining unit for another position with the district, the seniority will be frozen. Should an employee return to this bargaining unit, seniority shall continue from the seniority level previously attained.

ARTICLE IV: SEPARABILITY

In the event that any provision of this Agreement shall become void or illegal during the term of this Agreement, such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Employer and the Association agree to meet at the earliest possible mutually agreeable time for the purpose of negotiations to replace void or illegal provisions.

ARTICLE V: FINALITY AND EFFECT OF AGREEMENT

This Agreement supersedes and cancels all previous collective bargaining agreements between the Employer and the Association unless expressly stated to the contrary herein, constitutes the entire Agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject identified as bargainable under Section 9 of the Public Employment Relations Act, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, 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 referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE VI: DURATION

- A.** This Agreement shall remain in full force and effect from July 1, 2019, and shall continue in effect until midnight on June 30, 2024. The parties may agree to open other issues during the duration of this contract by mutual agreement of the District and the Association.

ARTICLE VIII: RIGHTS

- A. Public Employer Rights.** Public employers shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:
1. Direct the work of its public employees.
 2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency.
 3. Suspend or discharge public employees for proper cause.

4. Maintain the efficiency of governmental operations.
5. Relieve public 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 public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

B. Association Rights. The Association and its members shall have the right to:

1. Use school facilities for general Association meetings contingent upon receipt of approval from the office of the superintendent or designee.
2. Hold Association building meetings in school buildings contingent upon receipt of approval from the office of the building principal or designee.
3. Distribute Association material through the school messenger service and building mailboxes with the annual approval from the office of the superintendent or designee.
4. Post notices of activities and matters of Association concern on Association bulletin boards located in either faculty lounges or such other places as designated by the building principal or designee.
5. Direct duly authorized representatives of the Association and their respective affiliates to discuss Association matters in the school building during the workday with the approval of the building principal or designee.
6. Be furnished on request regularly and routinely prepared information concerning the financial condition of the district, including the annual financial report and adopted budget, but nothing herein shall require the Employer to research and assemble information.
7. Personnel File. Each employee shall have, upon request, the right to review the evaluation documents contained in his/her personnel file. An employee has the right to respond in writing to any evaluation documents. Any complaints directed toward an employee, which are placed in his/her personnel file shall be promptly called to the employee's attention in writing.

ARTICLE VII: PROFESSIONAL DEVELOPMENT

A. Definitions. Professional development training is defined as training provided employees by the Employer during the academic year.

B. Professional Development Steering Committee

1. *Makeup.* The DMEA ESP Executive Board will meet quarterly during the academic year with the appropriate DMPS administrators to discuss PD opportunities.
2. *Responsibility.* The Professional Development Steering Committee shall be established to make recommendations to the office of the Superintendent or designee on the general plan for the district's professional development training

days.

3. *Released Time.* Members of the Professional Development Steering Committee shall be granted released time to fulfill their responsibilities upon receipt of approval by the Director of Human Resources - Classified Staff . Attendance of ESP employees at Professional Development Steering Committee meetings outside the parameters of the workday shall not be used in lieu of other employee obligations outside the parameters of the workday.

ARTICLE VIII: HOURS

A. Work Day.

1. *Length of Day.* The total workday shall consist of not more than 7 hours and 30 minutes and shall include a scheduled duty-free lunch period as provided to employees under subsection 3 of this article. With the approval of the Director of Human Resources – Classified Staff, specific schools/programs may be designated at 7 hours and 45 minutes and shall include a scheduled duty-free lunch period as provided to employees under subsection 3 of this article. For Family Advocates the total work day shall consist of no more than 8.0 hours and shall include a scheduled duty-free lunch period as provided to employees under subsection 3 of this article.
2. *Arrival and Dismissal Time.* The arrival and dismissal time for each employee shall be determined by the Employer. Employees may be released early after students have vacated the building on days preceding a holiday, break period, or designated parent-teacher conference flex day with the approval of the principal or designee without compensation.
3. *Lunch Period.* Employees shall have a scheduled duty-free lunch period of at least 30 uninterrupted minutes. Associate employees and Family Advocates lunch period is paid and within their hours worked, while campus monitors, secretarial and clerical employees lunch period is not paid nor within their hours worked. They shall not be required to be available during this scheduled lunch period for supervision unless an emergency situation arises involving the safety of students.
4. *Leaving the Building.* Employees may leave during their designated rest or lunch periods as approved by their principal or designee.
5. *Rest Periods.* All full-time employees are entitled to two (2) fifteen-minute rest periods per workday. All part-time employees are entitled to one (1) fifteen minute rest period per work day. Such rest periods shall be with pay and shall not exceed 15minutes.
6. *Compensatory/Overtime.* The need for overtime and its assignment will be the decision of an employee's immediate supervisor. Compensatory time is earned in lieu of paid overtime. Compensatory time for regular full-time employees will be earned at a rate of time and one-half the employee's straight time hourly rate when the employee works in excess of eight (8) hours a day. The compensatory time provision of eight hours a day will not apply to those employees whose regular assignment exceeds eight hours a day. Vacation time, comp time used, paid holidays, and paid sick leave do not count as time worked for overtime purposes. Work performed on Saturday or Sunday, except when those days are part of the employee's work week, will be compensated at time and one-half if it is in addition to the 40 hours worked during the week. Any work performed outside the designated work hours must be at the direction of principal or designee. There will be no pyramiding or duplicating of overtime pay. Hours compensated at overtime rates under one provision will be excluded as hours worked in computing overtime pay under any other provision.
7. *Compensatory Time.* The use of compensatory time or personal leave (if employee has either available) will be allowed in one half hour increments when there is a late start/early dismissal because of inclement weather.
8. *District-Designated Holiday.* When notification has been made by public media or supervisory personnel that school and administration offices are closed and that the employee need not report to work, up to two (2) days each

year may be available as a district-designated holiday and is a day of service that will not be provided to the district at a later date. When notification has been made that school and/or offices are to be closed and an employee has already been compensated for both district-designated holidays, then secretarial/clerical employees will not report for work and will not be paid for the day or days that schools are closed. However, available leave may be used in lieu of salary deduction for days missed in excess of both district-designated holidays.

B. Staff Meeting/Activities.

1. *Faculty and Other.* An employee may be required to remain after the end of the regular workday for the purpose of attending faculty meetings or activities no more than 2 times each month. Attendance at such faculty meetings or activity shall not be required longer than one hour and 15 minutes beyond his/her pupils' regular student dismissal time. Employees shall receive compensatory time for time spent in meetings outside the regular workday. Compensatory time shall be earned in increments of reasonable rounding to the closest fifteen (15) minutes.
2. *Morning/Evening Meetings or Activities.* No employee shall be required to attend any meetings or activities outside his/her regular workday.

ARTICLE IX: SERVICE YEAR

- A. Basis of Employment.** Basis of employment for associates and campus monitors shall be based on the academic year calendar. Basis of employment for secretarial/clerical employees shall be according to the job description (9.5 months, 10 months, 12 months) as determined by the Employer.

B. Holidays and Vacations.

1. *Eligibility.* Paid holidays will be given those employees who are working regularly at the time of the holiday. Associates and Campus Monitors shall be paid per diem for each of the following holidays and vacations: Labor Day, the day before Thanksgiving, Thanksgiving Day and the following Friday, five (5) days of Spring Recess, the spring conference day and Memorial Day. Secretarial and Clerical Employees shall be paid per diem for each of the following holidays: Independence Day, Labor Day, Thanksgiving Day and the day after (2 days), Christmas Day, day before or after Christmas, New Year's Day, day before or after New Year's, and Memorial Day. Whenever any of the holidays fall on Saturday, the previous Friday shall be observed. Whenever any of the holidays fall on Sunday, the succeeding Monday shall be observed.
2. *Holiday Pay.* Eligible employees who perform no work on a holiday will be paid at their usual salary rate based on the number of hours they regularly work.
3. *Holiday Work.* If an employee works on a holiday or designated holiday, the employee will be paid at the rate of time and one-half the regular salary rate for all hours worked, in addition to his/her holiday pay. For the purpose of computing additional overtime, only hours actually worked shall be counted.

C. Vacations.

1. *Eligibility.* For Secretarial and Clerical Employees only. Regular full-time employees and regular part-time employees will be granted an annual paid vacation period at the end of each fiscal year. The paid vacation period will be based upon the employment in that fiscal year and will be prorated for those employees who work less than the full fiscal year. The paid vacation period will be computed from the employee's total length of continuous service. Regular part-time employees earn vacation days at a ratio proportionate to the employee's part-time condition of employment. With continuous employment, prior service within the district will be credited at the rate of two years for one for vacation credit purposes. Part-time employment will not be considered. Vacation may be taken in hour increments.

Length of Service	Vacation Period (Subsequent Year)
0 months through 11 months	5/6 day per month
More than 11 months through 6 fiscal years	10 working days
7 fiscal years through 12 fiscal years	15 working days
13 fiscal years or more	20 working days
19 fiscal years or more	22 working days

The service requirement during the first fiscal year of employment will be determined by the most recent date of hire. All yearly service requirements will be based on service during complete fiscal years. More than 11 months' employment in the first fiscal year of employment will count as one full fiscal year of employment. No vacation days may be taken in advance of their accrual. At least half of the month must be worked in order to receive credit for that month toward vacation.

2. *Vacation Pay.* The rate will be the employee's regular straight time rate of pay. Employees will receive pay for vacation at the time of their regularly scheduled paydays. An employee working less than the fiscal year will receive prorated pay for vacation following the conclusion of service.
3. *Vacation Periods.* Vacation schedules will be set by the Employer. Employees may request a particular period for vacation. Vacation can be used as it is accrued. No more than the maximum of twice their annual accrual of vacation days may be accumulated or carried over.
4. *Working During Vacation.* Any employee who is requested to work and does work during his/her vacation will be compensated at the rate of time and one-half of the employee's regular rate of pay. For purposes of computing additional overtime, only hours worked shall be counted toward the 40 hours. The hours or days worked shall be added to the remainder of the employee's vacation bank of days.
5. *Termination of Service.* Any regular full-time or regular part-time employee who is laid off, discharged, retires, or resigns prior to taking his/her vacation will be compensated for earned vacation unused by the employee at the time of separation.

ARTICLE X: LEAVES OF ABSENCE

A Prior Notice.

1. Regular full-time employees must enter a request for approval of absence from school duties in the absence management system when a substitute is required. When a substitute is not required the request must be put in the time and attendance system (NovaTime). Requests for approval must be ten (10) days prior to the absence except for illness, bereavement or funeral leave.
2. Employees may use compensatory, personal and sick leave time (if available) in one half hour increments with the approval of their principal or designee.

B Sick Leave. An employee must report the intention to be absent from duty to the designated Employer representative by at least one hour before the employee's regular starting time on the day of absence.

Regular full-time employees shall be allowed sick leave of 15 working days during their first year of employment and 15 working days each year thereafter without loss of pay. If an employee does not need to use the allotted days during the contract year, the unused days will be added to the allowance for the succeeding year. There is no limit on the total number of days that may be accumulated. In case of absences for illness or injury in any one year exceeding the aggregate of days allotted for that year, the excess shall be deducted from the employee's accumulated days. If an

employee is unable to begin service under the contract on the date on which the contract is designated to begin, the employee shall nevertheless be entitled to draw compensation for any unused medically related disability leave accumulated from prior years of service with the district, pursuant to its regulations thereto, payable at the time regular installments are due under this contract, notwithstanding the fact that actual service did not commence under this contract for the school year covered therein. If an employee is unable to report for duty on the first day of the new contract, and had no accumulated sick leave on which to draw, compensation for sick leave will not be allowed under the new contract until the employee does report, whereupon it will become retroactive. All accumulated sick leave is forfeited upon the termination of employment.

Regular Part Time Employees. Regular part time employees are subject to all practices granted in Article XVII with the stipulation that regular part time employees shall engage in practices granted in Article XVII, Section C, at a ratio proportionate to the employee's part time condition of employment.

C. Family Illness Leave. In the event of illness in the immediate family, an employee shall be granted up to five (5) days of absence without loss of salary to be deducted from sick leave. The immediate family shall be construed to mean father (step), mother (step), son(step, foster), daughter(step, foster), wife, husband, brother (step), sister(step), mother-in-law (step), father-in-law (step), son-in-law (step), or daughter-in-law (step) or legal dependent. A statement from a responsible person other than the employee may be required as proof of illness.

D. Adoption. Up to ten (10) days of sick days may be utilized for adoption.

E. Bereavement/Hospice Leave. In the case of the death of the wife, husband, child, or (step) child of a regular full time employee, or of the employee's (or spouse's) (step) father, (step) mother, (step) brother, (step) sister, (step) grandparent, (step) grandchild, or legal dependent, the employee shall be granted permission to be absent from duty for as many days, not to exceed five, during the individual employee's service year as may be necessary for attendance at the funeral and for any other purposes directly arising out of said death, and no deduction of pay shall be made for the days of absence so granted.

Up to 2 of the 5 allowed bereavement days may be used for hospice visitation.

F. Funeral Leave. In the case of the death of any other relative or person of unusually close personal relationship, two full-days of absence shall be allowed during the individual's service year without loss of pay for attendance at the funeral service. Both days cannot be used consecutively and may be used in half or full day increments.

G. Personal Leave. At the beginning of each work year, each full-time employee shall be credited with two (2) days to be used for the employee's personal business. Both days may be used in half or full day increments.

1. An employee planning to use a personal day shall notify his/her supervisor at least ten (10) working days in advance, except in cases of unforeseen emergency. Requests for personal leave must be made through the method determined by the employer.

2. The employer will accept requests for personal leave no earlier than July 1 for the following year.

3. No personal leave will be granted during parent-teacher conferences.

4. Such absence may be taken during the first or last student contact week of the semester or immediately before or after holidays or break periods with the approval of principal or designee and when a substitute is not needed.

5. Prior approval for the use of personal days will be waived by the Director of Human Resources for Classified Staff in an emergency. An emergency is defined as "an unexpected occurrence or set of circumstances which require the immediate attention and presence of the employee."

6. Up to 5 unused personal days will be carried over from year to year.

7. Up to two (2) unused personal leave days a year may be paid out to the employee on the last June pay date at the district's substitute rate or at the campus monitor per diem rate.

H. Jury Duty. In the absence of extraordinary circumstances, employees may be excused for jury duty. In order that no employee shall suffer financial loss because of such absence, no deduction from the employee's compensation will be

made during the term of jury service, provided that all jury fees received by such employee be turned over to the school district. Refer to jury duty guidelines in the Employee Handbook.

- I** Educational Purposes. Attendance at educational meetings or visiting schools within the district is permitted at full pay if the Director of Human Resources for Classified Staff approves such absence. If any regular full time employee wishes to be absent from duty a request for approval of such absence on a form provided by the Employer should be signed by the principal or designee and filed with the Director of Human Resources for Classified Staff at least ten days prior to the first day of anticipated absence.
- J** Military Reserve Training. A leave of absence will be granted for employee's subject to Iowa Code 29A.28(1)(a) for required training purposes, but not for a period exceeding a total of thirty (30) days in any calendar year. Leaves for training purposes are granted without loss of pay, but employees are expected to take such training during the times when school is not in session whenever possible.
- K** Military Service. Leaves of absence are granted for military purposes, not to exceed the enlistment or draft period. On completion of the military service, the salary of the employee is entitled to reinstatement at the same wages he/she would have received had he/she not taken such a leave, but subject to the following conditions: That the position was not abolished, that he/she is physically and mentally capable of performing the duties of the position, that he/she makes written application for reinstatement to the Director of Human Resources for Classified Staff within ninety (90) days after termination of military service, that he/she submits an honorable or general discharge from the military service, and that he/she has the appropriate license(s) and certifications(s).
- L** Extended Leave of Absence Without Pay. Employees may request extended leaves of absence without pay for a period of time to be terminated at the conclusion of the semester during which the leave commenced or for one additional semester following the conclusion of the semester in which the leave commenced. An employee shall make a request with the Director of Human Resources for Classified Staff. The application shall be reviewed by that office for consideration. Extended leaves of absence may be granted for health, professional study, or family responsibilities, which may include child nurturing. The employee's service will resume either at the beginning of the fall or spring semester in accordance with the leave of absence agreement.

While on extended leave, the employee's interest in the retirement funds, accumulated sick leave, and placement on the salary schedule shall be frozen. While no additional benefits will be provided by the Employer during the leave period, the employee may purchase such benefits. At the conclusion of the extended leave of absence, the salary of the employee shall be the salary stated on the salary schedule for the step and class for which that employee was appointed at the time of the commencement of the leave. A request for early termination of the leave agreement and reinstatement of position must be made in writing to the Office of Human Resources at least thirty (30) days prior to the beginning of the new semester. The Employer shall reserve the right to delay reinstatement until the beginning of the school semester following the request. Early reinstatement before the beginning of the new semester to those granted a leave of absence for a regular school year must indicate a desire to return within five (5) days of receipt of regular letter of intent sent to all employees.

- M** Summer School Leave. Employees shall be granted two sick or personal business days or combination of both for "summer school days" of absence leave for each single term. These are non-accumulative if the employee works both summer terms and they do not carry over for the new school year. Unless otherwise required by law, no other accumulated leave may be used for summer school. Excessive absences may result in being released from summer school assignments.
- N** Religious Holidays. Employees whose religious affiliation requires the observance of holidays other than those regularly scheduled in the school calendar may be approved to use available leave. If unpaid leave is requested, it will be granted in accordance with the law by the Director of Human Resources for Classified Staff.

- Q. Regular Part Time Employees.** Regular part time employees are subject to all practices granted in Article XV, with the stipulation that regular part time employees shall engage in practices granted in Article XV, sections A, B, C, D and G at a ratio proportionate to the employee's part time condition of employment.
- P. Compensatory Time.** Employees will be allowed to use their compensatory time off, in minimum increments of one half (0.5) hour, provided they make a request a minimum of twenty-four (24) hours in advance and it does not infringe on the operational needs of the Employer.

Compensatory time will be acquired by employees working longer than seven and one-half (7.5) hours in one day, seven and three quarter (7.75) or eight (8) hours a day based on the classification. Compensatory time will be calculated at straight time between 7.5 hours and eight (8) hours and time and one half for all hours worked over eight (8) hours in a single day.

ARTICLE XI: COMPENSATION

- A. Basic Salary of Employees.** The basic salary of regular full-time employees covered by this Agreement is set forth in Appendices which is attached to and incorporated into this Agreement. The basic salary of regular part time employees shall be at a ratio proportionate to the employees' part time condition of employment.
- B. Effective Date.** The salary schedule contained in this Agreement shall remain in effect for the duration of this contract. Deferred payment to employees for work performed prior to this collective bargaining agreement will be made with reference to the salary schedule in effect when the work was performed.
- C. Placement on the Salary Schedule.** All new employees will begin on the step designated by the Director of Human Resources for Classified Staff or designee.
- D. All summer school positions shall be filled on the basis of the needs of the school system as determined by the Employer, and employees shall be selected from available applicants.**
- E. Reclassification.** Where a college course credit or other acceptable credit is to be used for the purpose of advancement on the salary schedule (or to maintain eligibility for employment), such credit must receive approval by the Office of Human Resources. In order to protect the quality and efficiency of instruction in the schools, every employee is required to report to the Office of Human Resources all study pursued in any school or college during the period for which the employee is employed with the school district. The Office of Human Resources shall determine the number of hours of collegiate work and staff development credit, which may be undertaken by any employee.

Approval for Courses of Study

Individual Course Approval. Employees may submit the appropriate form (Form 61) for approval prior to the beginning of the course. If no prior approval, the employee may submit the appropriate certified transcript with no assurance of approval by the Office of Human Resources for advancement on the salary schedule.

Professional Development. Professional development courses offered by the Des Moines Public Schools/Heartland AEA 11, and graduate credit courses from an accredited university may be taken without prior approval. Credit approval will be granted from the completed certificates provided to the Office of Human Resources. Professional development courses offered by agencies other than the Des Moines Public Schools/Heartland AEA 11 and accredited universities must receive approval prior to the beginning of the course for acceptance to advance on the salary schedule. A certified transcript from the training institution or completion of course work certificate for staff development must be submitted to the Office of Human Resources for evaluation by September 15 in order that the salary of the employee can be changed from one class to another when applicable. The salary increase as a result of reclassification will be

retroactive to the effective date of the salary schedule.

- F.** Schedule of Payment. Associate, campus monitor, and family advocate employees shall be paid through direct deposit over 24 pay dates on the fifteenth (15th) and last working day of the month starting with the September 15th pay date and ending with the August 31st pay date. If either the 15th or the last working day of the month falls on a weekend or Holiday, the pay date will be the last weekday before. Twelve-month secretarial and clerical employees will be paid through direct-deposit over 26 pay dates every two-weeks beginning on or immediately following July 1st with their last pay date of the year on or before June 30th each contract year. The secretarial and clerical pay date will be decided each year so that the employees will not go longer than two weeks between pay dates between contract years. Less than twelve-month secretarial and clerical are paid bi-weekly during the academic year.
- G.** Personal Property Damage. The Employer shall establish a fund of \$350 for the purpose of reimbursing an employee for damage to the employee's personal wearing apparel or accouterments experienced as a result of the maintaining of discipline or of a violent act occurring when the employee is acting within the scope of his/her employment and pursuant to existing policy. An employee may request reimbursement only for the actual value of the damaged apparel or accouterments and only to the extent that such damages exceed the coverage provided by any Homeowner, Personal Property Floater, or similar valid and collectible insurance, and in no case shall reimbursement be granted that exceeds \$150 per employee per occurrence. Each request for reimbursement must be in writing to the Office of Human Resources must describe the incident and the damage, must be approved by the employee's principal or appropriate supervisor or designee and must state the amount of reimbursement sought and verification thereof. Reimbursement determinations shall be the sole prerogative of the Office of Human Resources, and in the event the fund is exhausted during the duration of this Agreement, no additional requests for reimbursement shall be paid. The school district, the Board, each individual Board member, and all administrators shall be indemnified and held harmless against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions of this Agreement between the parties for damage to personal wearing apparel or accouterments.

ARTICLE XII: SAFETY PROCEDURES

Safety is a mutual concern of the Employer and employee. The Employer shall be alert to unsafe practices, equipment, or conditions and shall endeavor to provide a safe place of employment. The employee, in the course of performing duties associated with the mission of the Employer, shall be alert to unsafe practices, equipment, or conditions and shall endeavor to report any unsafe practices, equipment, or conditions to his/her immediate supervisor.

Whenever the physical facilities of the building are deemed unoccupiable for students, the building shall be deemed unoccupiable for employees. However, employees shall fulfill those activities deemed necessary by the Employer to assure the continuing provision of instruction. All Employees will be made aware of the building safety procedures and participate in required drills.

No employee shall be required to search for a bomb in case of a bomb threat.

Employees will need to inform administration immediately of a disturbance and within their best efforts, keep other students safe. If an employee is unable to continue normal duties, they may use their sick or personal leave.

Employees shall immediately report cases of threat or assault suffered by the employee in connection with their employment to their principal or designee and the Association. The principal or designee, employee, or the Association may report the assault to the police.

ARTICLE XIII: GRIEVANCE PROCEDURE

A. Definitions.

1. *Grievance.* A *grievance* is a claim made by an employee or the Association that there has been a violation of a specific provision of this Agreement.
2. *Aggrieved Person.* An *aggrieved person* is the person making the complaint.
3. *Party in Interest.* A *party in interest* is the person making the complaint and any person, including the Employer, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting employees. Both parties agree that these proceedings will be kept informal and confidential.

C. Procedure.

1. *Time Limits and Waiver.* Failure of an employee to initiate Level One on any alleged grievance within ten (10) working days from time of the occurrence of the alleged violation shall act as a bar to any written appeal at any step under these procedures.
2. *Year-End Grievance.* In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter. Reduction of the time limit shall be with mutual consent.
3. **Level One** Principal or Immediate Supervisor (Informal). An employee with a grievance shall first discuss it with the principal or immediate supervisor, with the objective of resolving the matter informally.
4. **Level Two** Principal or Immediate Supervisor (Formal). If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and, at mutually agreeable time, discuss the matter with the principal or immediate supervisor. The form for filing the grievance shall be designed by the Association, and subject to the approval of the Employer. The written grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fifteen (15) working days after the date of occurrence of the event giving rise to the grievance. The principal or immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee within ten (10) working days after receipt of the grievance.
5. **Level Three** Director of Elementary or Secondary Education or the Administrator responsible under the superintendent's level or his/her designee. In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved employee shall file, within five (5) working days of the principal's or immediate supervisor's written decision at the second level, a copy of the grievance with the Director of Elementary or Secondary Education or the Administrator responsible under the superintendent's level or his/her designee. Within ten (10) working days after such written grievance is filed the aggrieved and the Director of Elementary or Secondary Education or the Administrator responsible under the superintendent's level or his/her designee shall meet to resolve the grievance. The Director of Elementary or Secondary Education or the Administrator responsible under the Administrator responsible under the superintendent's level or his/her designee shall file an answer within ten (10) working days of the third level grievance and communicate it in writing to the employee and the principal or immediate supervisor.

6. **Level Four Superintendent.** In the event a grievance has not been satisfactorily resolved at the third level, the aggrieved employee shall file, within five (5) working days of the Director of Elementary or Secondary Education or the Administrator responsible under the superintendent's level or his/her designee's written decision at the third level, a copy of the grievance with the superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved and superintendent or his/her designee shall meet to resolve the grievance. The superintendent or his/her designee shall file an answer within ten (10) working days of the Level Four grievance meeting and communicate it in writing to the employee and the Director of Elementary or Secondary Education or the Administrator responsible under the superintendent's level or his/her designee.
 7. **Level Five Binding Arbitration.** (a) If the aggrieved person is not satisfied with the disposition of the grievance by the Employer, 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, with concurrence of the aggrieved, submit the grievance to arbitration within five (5) working days. (c) Within ten (10) working days after written notice to the Employer of submission to arbitration, the Employer and the Association 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 said commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB). The parties, within five (5) days of receiving said list, shall attempt to mutually agree upon an arbitrator. If the parties have not so agreed within five (5) days, then, from the list of arbitrators provided by PERB, each of the parties (the moving party striking first) shall strike one (1) name at a time from the panel until only one (1) name remains. The person whose name remains shall be the arbitrator. (d) The arbitrator so selected shall confer with the representatives of the Employer, the employee and the Association. The arbitrator shall 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. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions in the issues submitted. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the agreement. The decision of the arbitrator shall be submitted to the Employer, the employee, and the Association, and shall be binding on the parties. (e) The costs for the services of the arbitrator, including per diem expenses, necessary travel, subsistence expenses, and cost of the hearing room shall be borne equally by the Employer and the Association. Any other expenses incurred shall be paid by the party incurring same.
- D. Rights of Employees to Representation.** Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. Any aggrieved person may be represented at all formal and informal stages of the grievance procedures by himself or by the employee and a representative from the Association. If any employee files any claim or complaint other than under the grievance procedure of this Agreement, then the school district shall not be required to process the same claimed set of facts through the grievance procedures. All meetings and hearing under this procedure shall be conducted in private and shall include only witnesses, the parties of interest, and their designated or selected representatives heretofore referred to in this Article.
- E. Availability of Forms.** Forms for filing a grievance shall be available at the office of the Association.
- F. Discriminating Action Prohibited.** The Employer shall not discriminate against an employee for filing a grievance.
- G. Separate Grievance File.** All documents, communications, and records dealing with the processing of the grievance shall be file in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Appendix 1 – Salary Schedule

Des Moines Public Schools
Education Support Professional Salary Schedule
2019-2020

	Class I	Class II	Class III	Class IV	Class V
Base	13.40	13.90	14.40	16.15	18.90
1	13.53	14.04	14.54	16.31	19.09
2	13.67	14.18	14.69	16.47	19.28
3	13.81	14.32	14.84	16.64	19.47
4	13.94	14.46	14.98	16.81	19.67
5	14.08	14.61	15.13	16.97	19.86
6	14.22	14.76	15.29	17.14	20.06
7	14.37	14.90	15.44	17.31	20.26
8	14.51	15.05	15.59	17.49	20.47
9	14.66	15.20	15.75	17.66	20.67
10	14.80	15.35	15.91	17.84	20.88
11	14.95	15.51	16.07	18.02	21.09
12	15.10	15.66	16.23	18.20	21.30
13	15.52	16.10	16.68	18.70	21.89
14	15.52	16.10	16.68	18.70	21.89
15	15.52	16.10	16.68	18.70	21.89
16	15.52	16.10	16.68	18.70	21.89
17	17.21	17.86	18.50	20.75	24.28
18	17.21	17.86	18.50	20.75	24.28
19	17.21	17.86	18.50	20.75	24.28
20	17.21	17.86	18.50	20.75	24.28

Class I	All Non-Special Education Associates: Building, Early Childhood, Library, ELL, In-School Suspension, All Clerks: Attendance, Counselor, Office
Class II	All Special Education Associates
Class III	Activity Secretary, Admin Secretary, Bookkeeper, Registrar
Class IV	Office Manager
Class V	CNA/CMA Associates, Campus Monitors

NOTES:

Each Step would be 1.0% of base. Longevity of 2% of base at step 13 and 11.5% of base at step 17 (shown in hourly amounts above).

Campus Monitors would be placed individually so no employee would see a pay decrease because of this new schedule.

Clerical and Associate Employees will receive an additional 3.4-cents per hour for each 15 semester hours of staff development or college work towards a BA/BS degree. A differential of 34-cents per hour for a BA/BS degree.

Estimating all associates and clerical employees at 7.5 hours per day, CNA/CMA associates at 7.75 hours per day, and campus monitors at 8 hours per day.

Des Moines Public Schools Education Support Professional Salary Schedule 2020-2021

	Class I	Class II	Class III	Class IV	Class V
Base	14.00	14.50	15.00	16.75	19.50
1	14.14	14.65	15.15	16.92	19.70
2	14.28	14.79	15.30	17.09	19.89
3	14.42	14.94	15.45	17.26	20.09
4	14.57	15.09	15.61	17.43	20.29
5	14.71	15.24	15.77	17.60	20.49
6	14.86	15.39	15.92	17.78	20.70
7	15.01	15.55	16.08	17.96	20.91
8	15.16	15.70	16.24	18.14	21.12
9	15.31	15.86	16.41	18.32	21.33
10	15.46	16.02	16.57	18.50	21.54
11	15.62	16.18	16.74	18.69	21.76
12	15.78	16.34	16.90	18.87	21.97
13	16.21	16.79	17.37	19.40	22.58
14	16.21	16.79	17.37	19.40	22.58
15	16.21	16.79	17.37	19.40	22.58
16	16.21	16.79	17.37	19.40	22.58
17	17.99	18.63	19.27	21.52	25.05
18	17.99	18.63	19.27	21.52	25.05
19	17.99	18.63	19.27	21.52	25.05
20	17.99	18.63	19.27	21.52	25.05

KEY:

Class I	All Non-Special Education Associates: Building, Early Childhood, Library, ELL, In-School Suspension, All Clerks: Attendance, Counselor, Office
Class II	All Special Education Associates
Class III	Activity Secretary, Admin Secretary, Bookkeeper, Registrar
Class IV	Office Manager
Class V	CNA/CMA Associates, Campus Monitors

NOTES:

Each Step would be 1.0% of base. Longevity of 2% of base at step 13 and 11.5% of base at step 17 (shown in hourly amounts above).

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Clerical and Associate Employees will receive an additional 3.4-cents per hour for each 15 semester hours of staff development or college work towards a BA/BS degree. A differential of 34-cents per hour for a BA/BS degree.

Estimating all associates and clerical employees at 7.5 hours per day, CNA/CMA associates at 7.75 hours per day, and campus monitors at 8 hours per day.

Des Moines Public Schools
Education Support Professional Salary Schedule
2021-2022

	Class I	Class II	Class III	Class IV	Class V
Base	14.60	15.10	15.60	17.35	20.10
1	14.75	15.25	15.76	17.52	20.30
2	14.89	15.40	15.91	17.70	20.50
3	15.04	15.56	16.07	17.88	20.71
4	15.19	15.71	16.23	18.05	20.92
5	15.34	15.87	16.40	18.24	21.13
6	15.50	16.03	16.56	18.42	21.34
7	15.65	16.19	16.73	18.60	21.55
8	15.81	16.35	16.89	18.79	21.77
9	15.97	16.51	17.06	18.98	21.98
10	16.13	16.68	17.23	19.17	22.20
11	16.29	16.85	17.40	19.36	22.42
12	16.45	17.02	17.58	19.55	22.65
13	16.91	17.49	18.07	20.09	23.28
14	16.91	17.49	18.07	20.09	23.28
15	16.91	17.49	18.07	20.09	23.28
16	16.91	17.49	18.07	20.09	23.28
17	18.76	19.40	20.04	22.29	25.82
18	18.76	19.40	20.04	22.29	25.82
19	18.76	19.40	20.04	22.29	25.82
20	18.76	19.40	20.04	22.29	25.82

KEY:

Class I	All Non-Special Education Associates: Building, Early Childhood, Library, ELL, In-School Suspension, All Clerks: Attendance, Counselor, Office
Class II	All Special Education Associates
Class III	Activity Secretary, Admin Secretary, Bookkeeper, Registrar
Class IV	Office Manager
Class V	CNA/CMA Associates, Campus Monitors

NOTES:

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Des Moines Public Schools
Education Support Professional Salary Schedule
2022-2023

	Class I	Class II	Class III	Class IV	Class V
Base	15.20	15.70	16.20	17.95	20.70
1	15.35	15.86	16.36	18.13	20.91
2	15.51	16.02	16.53	18.31	21.12
3	15.66	16.18	16.69	18.49	21.33
4	15.82	16.34	16.86	18.68	21.54
5	15.98	16.50	17.03	18.87	21.76
6	16.14	16.67	17.20	19.05	21.97
7	16.30	16.83	17.37	19.24	22.19
8	16.46	17.00	17.54	19.44	22.42
9	16.62	17.17	17.72	19.63	22.64
10	16.79	17.34	17.89	19.83	22.87
11	16.96	17.52	18.07	20.03	23.09
12	17.13	17.69	18.25	20.23	23.33
13	17.60	18.18	18.76	20.79	23.97
14	17.60	18.18	18.76	20.79	23.97
15	17.60	18.18	18.76	20.79	23.97
16	17.60	18.18	18.76	20.79	23.97
17	19.53	20.17	20.81	23.06	26.59
18	19.53	20.17	20.81	23.06	26.59
19	19.53	20.17	20.81	23.06	26.59
20	19.53	20.17	20.81	23.06	26.59

KEY:

Class I	All Non-Special Education Associates: Building, Early Childhood, Library, ELL, In-School Suspension, All Clerks: Attendance, Counselor, Office
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Des Moines Public Schools

Education Support Professional Salary Schedule

2023-2024

	Class I	Class II	Class III	Class IV	Class V
Base	15.80	16.30	16.80	18.55	21.30
1	15.96	16.46	16.97	18.74	21.51
2	16.12	16.63	17.14	18.92	21.73
3	16.28	16.79	17.31	19.11	21.95
4	16.44	16.96	17.48	19.30	22.16
5	16.61	17.13	17.66	19.50	22.39
6	16.77	17.30	17.83	19.69	22.61
7	16.94	17.48	18.01	19.89	22.84
8	17.11	17.65	18.19	20.09	23.06
9	17.28	17.83	18.37	20.29	23.30
10	17.45	18.01	18.56	20.49	23.53
11	17.63	18.19	18.74	20.70	23.76
12	17.80	18.37	18.93	20.90	24.00
13	18.30	18.88	19.46	21.48	24.67
14	18.30	18.88	19.46	21.48	24.67
15	18.30	18.88	19.46	21.48	24.67
16	18.30	18.88	19.46	21.48	24.67
17	20.30	20.94	21.58	23.83	27.36
18	20.30	20.94	21.58	23.83	27.36
19	20.30	20.94	21.58	23.83	27.36
20	20.30	20.94	21.58	23.83	27.36

KEY:

Class I	All Non-Special Education Associates: Building, Early Childhood, Library, ELL, In-School Suspension, All Clerks: Attendance, Counselor, Office
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Estimating all associates and clerical employees at 7.5 hours per day, CNA/CMA associates at 7.75 hours per day, and campus monitors at 8 hours per day.

Letter of Understanding-Health Benefits Advisory Committee.

A Health Benefits Advisory Committee with representatives appointed by the Employer from a list of nominations from the Association, shall be established to make recommendations to the superintendent or his/her designee regarding the composition and provision of employee health benefit plans that will allow purchase of high quality health services and will reduce or slow the rate of growth in medical costs. In no way shall any recommendation of this committee be construed as the position of the Association.

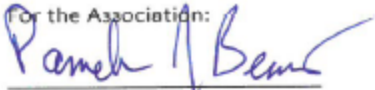
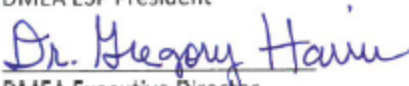
The Association and the Employer are committed to actively participating in the work of the Health Benefits Advisory Committee and the following timelines for the completion of study. The Committee should meet monthly or quarterly as needed. The Association and Employer are prepared to take action on recommendations made by the Committee and agree to use as decision criteria accepted standards that pressure must be maintained on the health care community by requiring alternative plans to compete for the opportunity to serve Des Moines Public Schools' employees and their dependents.



The Des Moines Education Association and the Employer will commit to active participation in a Health Benefits Advisory Committee initiative to review and recommend cost effective changes in plan design related to the prescription drug and major medical benefits.

Letter of Understanding-Professional Labor-Management and Handbook Committee.

The Association and the District agree to establish a Professional Labor Relations Team. Meetings would be scheduled with the purpose of collaborative discussion and problem-solving regarding employment matters not referred to in the Master Agreement and other matters mutually agreed upon. These meetings would be scheduled up to six times per year. Likewise, the parties are not required to hold the meetings should they agree otherwise.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Chief Negotiators and their signatures placed thereon.

For the Association:

 Pamela J. Bens
 DMEA ESP President

 Dr. Gregory Hauke
 DMEA Executive Director
 6-17-2019
 Date Signed

For the District:

 Andrew Broadhead
 DMPS Chief Negotiator

 DMPS School Board Chair
 6-17-19
 Date Signed