

Comprehensive Agreement

between the

Des Moines Independent Community School District

and the

Des Moines Education Association

2019-2024



Des Moines, Iowa

BOARD OF DIRECTORS

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Table of Contents

ARTICLE I: PREAMBLE.....	4
ARTICLE II: RECOGNITION.....	4
ARTICLE III: DEFINITIONS.....	4
ARTICLE IV: SEPARABILITY.....	5
ARTICLE V: FINALITY AND EFFECT OF AGREEMENT	5
ARTICLE VI: DURATION	6
ARTICLE VII: RIGHTS	7
ARTICLE VIII: PROFESSIONAL DEVELOPMENT	8
ARTICLE IX: HOURS	8
ARTICLE X: SERVICE YEAR	10
ARTICLE XI: LEAVES OF ABSENCE.....	11
ARTICLE XII: COMPENSATION.....	16
ARTICLE XIII: HEALTH PROCEDURES	19
ARTICLE XIV: SAFETY PROCEDURES	19
ARTICLE XV: GRIEVANCE PROCEDURE	20
Appendix 1: 2021-2022 Salary Schedules	23
Appendix 2: 2021-2022 Extra Duty Pay Schedule	26
Appendix 3 BLUE & GREEN (Alternative) Teacher Contracts	30
Appendix: 4 Letters of Understanding 2016- 2022	31

1 **ARTICLE I: PREAMBLE**

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

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

10
11 **ARTICLE II: RECOGNITION**

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

17 regular full-time certified and regular part-time certificated teachers, including librarians,
18 counselors, nurses, speech clinicians, school psychologists, school social workers, pupil
19 service coordinators, school nurse practitioner, consultant teachers, specialist in Spanish-
20 speaking affairs, home-school workers, teacher team leaders, coordinator in Career Placement
21 Center, media specialist, unreleased deans of students, and assistants to principals in
22 elementary schools; regular full-time twelve month non- certificated degreed professional
23 SUCCESS Program employees, including case managers, family development specialists, and
24 center coordinators, regular full-time nine month sign language interpreters.

25
26 Excluding: all other school district employees, including SUCCESS Program manager,
27 Way-to-Grow coordinator, and secondary coordinator, lead sign language interpreters and all
28 supervisors and all other employees excluded by Section 4 of the Iowa Public Employment
29 Relations Act of 1974. For purposes of this agreement, supervisors are defined as those who
30 have the authority to hire, assign, transfer, promote, discharge, discipline, evaluate, or process
31 grievances of other employees or have the responsibility to make recommendations thereon.

32
33 **ARTICLE III: DEFINITIONS**

- 34 A. The term Employer as used in this Agreement shall mean the Des Moines Independent
35 Community School District governed by a Board of Directors or its duly authorized
36 representatives.
- 37 B. The term Association as used in this Agreement shall mean the Des Moines Education
38 Association or its duly authorized representatives or agents.
- 39 C. The term Employee as used in this Agreement shall mean all employees represented
40 by the Association in the bargaining unit as defined and certified by the Public
41 Employment Relations Board (PERB).
- 42 D. The term regular full-time employee as used in this Agreement shall mean employees

43 represented by the Association in the bargaining unit as defined and certified by the
44 PERB who are employed six (6) hours or more each work day.

- 45 E. The term regular part time employee as used in this Agreement shall mean employees
46 represented by the Association in the bargaining unit as defined and certified by the
47 PERB who are employed less than six (6) hours each workday.
- 48 F. The term SUCCESS employee as used in this Agreement shall mean employees
49 represented by the Association in the bargaining unit as defined and certified by the
50 PERB who are employed six (6) hours or more each workday as a twelve (12) month
51 non- certificated degreed professional employed by the SUCCESS Program.
- 52 G. The term sign language interpreter as used in this Agreement shall mean employees
53 represented by the Association in the bargaining unit as defined as certified by the
54 PERB who are employed six (6) hours or more each workday as a nine (9) month non-
55 certificated licensed professional employed by the Learning Services Program.
- 56 H. The term probationary employee as used in this Agreement shall mean all employees,
57 SUCCESS employee or sign language interpreter represented by the Association in the
58 bargaining unit as defined and certified by the Public Employment Relations Board.
59 Probationary employees are required to serve the probationary period delineated in
60 Section 279 of Iowa Code. Periods of absence from work shall not be counted toward
61 completion of the probationary period. A probationary employee or SUCCESS
62 employee shall have no seniority until completion of the probationary period.
- 63 I. Seniority shall be attained upon successful completion of the employee's, SUCCESS
64 employee's or sign language interpreter's probationary period and shall be defined as
65 the number of consecutive years of employment in the district, including the
66 probationary years. In cases where two or more employees, SUCCESS employees or
67 sign language interpreters begin employment on the same date, the date of application
68 shall establish the order of seniority. Extended leaves of absence shall not be credited
69 to the determination of an employee's, SUCCESS employee's or sign language
70 interpreter's seniority status.

71 **ARTICLE IV: SEPARABILITY**

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

77 **ARTICLE V: FINALITY AND EFFECT OF AGREEMENT**

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

82 The parties acknowledge that during the negotiations which resulted in this Agreement,
83 each had the unlimited right and opportunity to make proposals with respect to any subject
84 identified as bargainable under Section 9 of the Public Employment Relations Act, and that the
85 understandings and agreements arrived at by the parties after the exercise of that right and
86 opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the
87 life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise

88 exist under law to negotiate over any matter during the term of this Agreement, and each agrees
89 that the other shall not be obligated to bargain collectively with respect to any subject or matter
90 referred to, or covered in this Agreement, or with respect to any subject or matter not specifically
91 referred to or covered in this Agreement, even though such subject or matter may not have been
92 within the knowledge or contemplation of either or both of the parties at the time that they
93 negotiated or signed this Agreement.

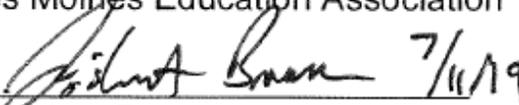
94 **ARTICLE VI: DURATION**

95 A. This Agreement shall remain in full force and effect from August 1, 2019 and shall
96 continue in effect until midnight on July 31, 2024. The parties agree to reopen Article XII
97 annually and may agree to open other issues during the duration of this contract by the
98 mutual consent of the district and the Association.

99 A. In witness whereof, the parties hereto have caused this Agreement to
100 be signed by their respective Chief Negotiators and their signatures
101 placed thereon all on the date indicated July 18, 2019.

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103

Des Moines Education Association

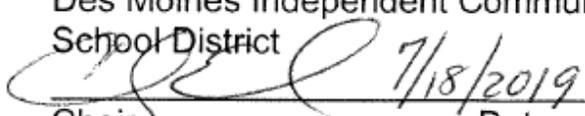


President Date 7/11/19

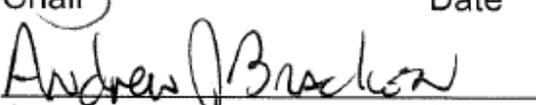


Chief Negotiator Date 7-18-19

Des Moines Independent Community
School District



Chair Date 7/18/2019



Chief Negotiator Date

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ARTICLE VII: 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.
2. Hold Association building meetings in school buildings contingent upon receipt of approval from the office of the building principal.
3. Distribute Association material through the school messenger service and building mailboxes with the annual approval from the office of the superintendent.
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.
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.
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.

C. Employees' rights. In addition to those rights protected under the law and elsewhere in this agreement, each employee, SUCCESS employee or sign language interpreter shall have upon request, the right to review the evaluation documents contained in his/her personnel file. An employee, SUCCESS employee or sign language interpreter has the right to respond in writing to any evaluation documents. Any complaints directed toward an employee, SUCCESS employee or sign language interpreter which are placed in his/her personnel file shall be promptly called to the employee's, SUCCESS employee's or sign language interpreters' attention in writing.

145 **ARTICLE VIII: PROFESSIONAL DEVELOPMENT**

146 A. Definitions. The Employer defines professional development training as training provided
147 employees, SUCCESS employees or sign language interpreters during the service year.

148 B. Professional Development Steering Committee.

149 1. Makeup. The Committee shall have equal representation of administrators and teachers.
150 Pursuant to Iowa Code § 284.4(1)(c), the District and Association mutually agree to
151 assign, to the existing professional development (“PD”) committee, the responsibility to
152 appoint members of the existing PD committee to the educator quality committee or to
153 authorize the existing PD committee to serve in an advisory capacity to the educator
154 quality committee.
155

156 The Associate Superintendent or his/her designee shall serve as chairperson.

157 2. Responsibility. The Professional Development Steering Committee shall be established to
158 make recommendations to the office of the Superintendent or his/her designee on the
159 general plan for the district’s professional development as well as the utilization of
160 Educator Quality (“EQ”) funds. The District and Association recognize that teachers are
161 necessary contributors to student and school success. Therefore, the recommendations
162 for District-provided or sponsored in-service/professional development training/activities
163 shall be collaboratively developed by the District and the Association.

164 3. Released Time. Members of the Professional Development Steering Committee shall be
165 granted released time to fulfill their responsibilities upon receipt of approval by the Office
166 of Talent & Personnel. Attendance of employees at Professional Development Steering
167 Committee meetings outside the parameters of the workday shall not be used in lieu of
168 other employee obligations outside the parameters of the workday.

169 **ARTICLE IX: HOURS**

170 A. Work Day.

171 1. Length of Day. The total workday shall consist of not more than 7 hours and 45 minutes
172 and shall include a scheduled duty-free lunch period as provided to employees or
173 SUCCESS employees under subsection 3 of this article. Sign Language Interpreters total
174 workday shall consist of not more than 7 hours and 30 minutes and shall include a
175 scheduled duty-free lunch period as provided to employees under subsection 3 of this
176 article.

177 2. Arrival and Dismissal Time. The Employer shall determine the arrival and departure time
178 for each employee, SUCCESS employee or sign language interpreter. Employees,
179 SUCCESS employees or sign language interpreters shall not be required to remain in the
180 building after students have vacated the building or 90 minutes thereafter on professional
181 development adjusted-dismissal Wednesdays preceding a holiday or vacation, or
182 designated parent-teacher conference flex day.

183 SUCCESS employees are frequently required to provide service outside the parameters
184 of the teacher’s workday and will work flexible hours. When the total hours worked per
185 pay period exceed 77.5 hours; hours will normally be adjusted to another day within the
186 same pay period. Time should not be carried over from one pay period to another and
187 may not be used as a substitute for vacation time. Should hours be adjusted to another
188 pay period, an adjustment may be requested by the SUCCESS employee and will be

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determined by the Employer.

3. Lunch Period. Employees, SUCCESS employees or sign language interpreters shall have a scheduled duty-free lunch period of at least 30 uninterrupted minutes. They shall not be required to be available during this scheduled lunch period for conferences with students or parents or for supervision unless an emergency situation arises involving the safety of students or their presence is required by law.
4. Rest Periods. All sign language interpreters are entitled to two 15-minute rest periods in any workday of more than 6 hours. One 15-minute rest period may be taken in any work period of at least 4 but no more than 6. Such rest periods shall be with pay and shall not exceed 15 minutes. The 15-minute breaks cannot be added together to make a 30-minute break and they cannot be combined with the 30-minute lunch period to make a longer lunch period. Breaks may not be used at the end of the day to leave early or at the beginning of the day to arrive late.
5. Leaving the Building. Employees, SUCCESS employees or sign language interpreters may leave their building during the time encompassed by the employee's, SUCCESS employee's or sign language interpreter's workday upon receipt of permission from their principal, their supervisor, or the Employer's appointed designee.
6. Sign language interpreters who report to work as scheduled outside of regular work hours and not contiguous with their regular scheduled hours for the same day shall be paid a minimum of one hour. Exception: When notification has been made by the public media that schools are closed, an unexpected out early has been announced and/or district activities have been cancelled due to unforeseen circumstances (such as weather, power outages or other emergencies).
7. The following in-service time will change from building directed to teacher directed: the day before the first day of school will be a half day of building directed and a half day of teacher directed time. An additional half-day of teacher-directed time will be provided during the first two pre-service; the day after the last day of school will be all teacher directed.
8. Every reasonable effort will be made to provide a teacher with his/her scheduled planning time. Time for team planning, data teams, or other meetings will be avoided when possible, during a teacher's individual scheduled planning time.
9. It is the responsibility of the employee to use compensatory (comp) time each semester as follows:
 - a) Comp time must be pre-approved by the supervisor.
 - b) Comp time must be recorded in NOVAtime for approval by the supervisor.
 - c) Comp time will be accumulated by day.
 - d) Comp time can be used for a late start/early out.
 - e) All comp time earned Jul 1-Dec 31 each school year must be used by Dec 31st.
 - f) All comp time earned Jan 1-Jun 30 each school year must be used by June 30th.
 - g) Unused comp time will not be paid out at the end of the semester or school year.
 - h) Comp time will be monitored for appropriate earning, accumulation, and usage.
10. Special education teachers (school based special education teachers with a roster of students) and speech language pathologists will be permitted up to 40 hours at the

232 workshop hourly rate (currently **\$30.00/hour**) to be used at their discretion for IEP
233 reporting and documentation (not conducting IEP meetings) outside of contract hours,
234 with the following goals:

- 235 a) Ensure that IEPs are up to date according to federal law, state guidelines and district
236 requirements (evidenced by the number of incidents of violations).
- 237 b) Provide additional support and compensation to teachers in the area of IEP
238 development and progress monitoring outside of the contract day.
- 239 c) Staff may work from home, but documentation must be kept at school and available
240 upon request at school.

241 Hours shall be submitted to the individual teacher's principal electronically through the use of
242 NOVAtime for approval. Blocks of time will be no less than one-hour increments per session.
243 Teachers may choose to work independently, in groups or with a facilitator when available.
244 Any teacher found to have deficiencies will be required to have at least one session with
245 facilitated support.

246 B. Meetings/ Activities. Provisions of this Section do not apply to SUCCESS employees who
247 routinely attend morning/evening meetings and work a flexible schedule.

- 248 1. Faculty and Other. An employee may be required to remain after the end of the regular
249 workday for the purpose of attending faculty meetings or activities no more than 2 times
250 each month. Attendance at such faculty meetings or activities shall not be required longer
251 than one hour and 15 minutes beyond his/her pupils' regular dismissal time. Sign language
252 interpreters shall receive compensatory time for all time spent in meetings after the regular
253 workday. Compensatory time shall be earned in increments of reasonable rounding to the
254 closest fifteen (15) minutes.
- 255 2. Morning/Evening Meetings or Activities. No employee shall be required to attend more
256 than two (2) morning/evening meetings or activities outside his/her regular workday each
257 semester.

258 **ARTICLE X: SERVICE YEAR**

259 A. Employees of the bargaining unit agree to a service year of 195 days. Teachers with
260 previous teaching experience who are new to Des Moines agree to a service year of 197
261 days. New employees who are not part of the alternative teacher contract agree to a service
262 year of 199 days. New employees who are part of the Alternative Teacher Contract agree to
263 a service year as set forth in [Appendix 3](#).

- 264 1. All teachers with an initial license agree to participate in a two-year induction program in
265 the District. For initial license teachers in Year 1, the contract year will be 199 days. Initial
266 license Year 2 agree to a 196-day contract year.
- 267 2. New employees to the student services department (SLP, social worker, school
268 psychologist, special education consultant, OT, PT AT and BCBA) agree to a service year
269 of 199 days. Initial license Year 2 agree to a 196-day contract year. Sign Language
270 Interpreters will have a service year of 190 days. SUCCESS employees of the bargaining
271 unit agree to a service year of 260 days.

272 B. Paid holidays during the service year are as follows:

- 273 • Labor Day (certified teachers, sign language interpreters and SUCCESS employees)
- 274 • **Fall Conference Comp Day** - Day before Thanksgiving (sign language interpreters and

275 SUCCESS employees) Thanksgiving Day (2 days) (certified teachers, sign language
276 interpreters and SUCCESS employees)

- 277 • **Spring Conference Comp Day** (sign language interpreters)
- 278 • Five (5) days of Spring Recess (sign language interpreters)
- 279 • Memorial Day (certified teachers, sign language interpreters and SUCCESS
280 employees)
- 281 • Independence Day (SUCCESS employees)

282 C. Paid vacations during the service year are as follows:

- 283 • Spring Recess (5 days) (certified teachers and SUCCESS employees)
- 284 • Winter Break as scheduled (SUCCESS employees)

285 D. SUCCESS employees will be granted an annual paid vacation period at the end of each
286 fiscal year. The paid vacation period will be based upon employment in that fiscal year and
287 will be prorated for those SUCCESS employees who work less than the full fiscal year.
288 SUCCESS employees are provided 10 vacation days for one year of service for the first
289 seven years in the district, and a maximum of fifteen vacation days per year after serving
290 seven years in the district.

291 Vacation days accrue and will be granted the fiscal year following the year in which they
292 were accumulated. No vacation days may be taken in advance of their accrual. No more
293 than the number of days earned in one year can be carried over to the following year. The
294 Employer shall set vacation schedules; however, employees may request a particular
295 period for vacation.

296 SUCCESS employees may work during Winter Break or Spring Recess as determined by
297 the Employer. Should SUCCESS employees work during Winter Break or Spring Recess,
298 those vacation days will be adjusted to another pay period. An adjustment maybe
299 requested by a SUCCESS employee and will be determined by the Employer.

300 E. Professional development during the service year are as follows: adjusted dismissals/starts,
301 pre-service, in-service.

302 F. A Calendar Advisory Committee with teacher representative appointed by the Employer from
303 a list of nominations from the Association shall be established to make recommendations to
304 the superintendent or his/her designee regarding the organization of the District's calendar.
305 The Committee will develop a calendar that stipulates that the final day of student attendance
306 will be one-half student day.

307 **ARTICLE XI: LEAVES OF ABSENCE**

308 A. Prior Notice

- 309 1. Regular full-time employees, SUCCESS employees or sign language interpreters must
310 complete a **Certified Staff - Leave of Absence Request** on such form as provided by
311 the Employer for all absences except illness, bereavement leave, personal leave or
312 funeral leave. This form must be completed at least ten (10) days prior to the date of
313 absence whenever possible.

314 **How to navigate to the form: @DMPS Resource Center / Human Resources / Forms &**
315 **Processes button / Group By: Leave Requests**

316

- 317 2. If an employee, SUCCESS employee or sign language interpreter expects to return to
318 the assignment, the employee, SUCCESS employee or sign language interpreter must
319 notify the immediate Employer representative of such intention by no later than 45
320 minutes prior to normal student dismissal time on the previous day. If the employee,
321 SUCCESS employee or sign language interpreter does not give the required notification
322 of intent to return and the substitute subsequently reports for duty the following
323 morning, the substitute will be paid for an additional half day, and the pay for this will
324 be deducted from the employee's, SUCCESS employee's or sign language interpreter's
325 salary.

326 B. Sick Leave

- 327 1. An employee, SUCCESS employee or sign language interpreter must report the
328 intention to be absent from duty to the designated Employer representative by at least
329 one hour before the employee's, SUCCESS employee's or sign language interpreter's
330 regular starting time, but in no case later than 7:00 a.m. on the day of the absence. If
331 possible, notification should be given on the previous day or earlier.
- 332 2. If an employee, SUCCESS employee or sign language interpreter expects to return to
333 an assignment, the employee, SUCCESS employee or sign language interpreter must
334 notify their immediate supervisor of such intention no later than 45 minutes prior to
335 normal student dismissal time on the previous day. If the employee, SUCCESS
336 employee or sign language interpreter does not give the required notification of intent
337 to return, and the substitute subsequently reports for duty the following morning, the
338 substitute will be paid for an additional half day, and the pay for this will be deducted
339 from the employee's, SUCCESS employee's or sign language interpreter's salary
- 340 3. Regular full-time employees, SUCCESS employees or sign language interpreters
341 shall be allowed a sick leave of 15 working days during their first year of employment
342 and 15 working days each year thereafter without loss of pay. If an employee,
343 SUCCESS employee or sign language interpreter does not need to use the allotted
344 days during the contract year, the unused days will be added to the allowance for the
345 succeeding year.
- 346 4. Effective with the 2013-14 school years, employees (other than SUCCESS employees
347 and sign language interpreters) may accumulate up to 115 days for use as sick leave.
348 For SUCCESS employees and sign language interpreters, there is no limit on the total
349 number of days that may be accumulated. In case of absences for illness or injury in
350 any one year exceeding the aggregate of days allotted for that year, the excess shall
351 be deducted from the employee's, SUCCESS employee's or sign language
352 interpreter's accumulated days. At the end of the year, any of the accumulated days
353 which are unused shall be added to the regular allowance for the succeeding year. If
354 an employee, SUCCESS employee or sign language interpreter is unable to begin
355 service under the contract on the date on which the contract is designated to begin,
356 the employee, SUCCESS employee or sign language interpreter shall nevertheless be
357 entitled to draw compensation for any unused sick leave accumulated from prior years
358 of service with the district, pursuant to its regulations thereto, payable at the time
359 regular installments are due under this contract, notwithstanding the fact that actual
360 service did not commence under this contract for the school year covered therein. If an
361 employee, SUCCESS employee or sign language interpreter is unable to report for duty
362 on the first day of the new contract and had no accumulated sick leave from which to
363 draw, compensation for sick leave will not be allowed under the new contract until the
364 employee, SUCCESS employee or sign language interpreter does report, whereupon it

365 will become retroactive. Except for employees approved for early retirement effective
366 in the 2003 school year and thereafter, all accumulated sick leave is forfeited upon
367 termination of employment.

368 C. Family Illness Leave – see MOU Family Illness page 40

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

374 D. Adoption

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

376 E. Bereavement/ Hospital Leave

- 377 1. In case of the death of spouse or (step) child of a regular full-time employee or
378 SUCCESS employee, or the employee's, SUCCESS employee's or sign language
379 interpreters, or spouse's (step) father, (step) mother, (step) brother, (step) sister, legal
380 dependent, grandparent or (step) grandchildren the employee shall be granted permission
381 to be absent from duty for as many days, not to exceed five, during the individual
382 employee's, SUCCESS employee's or sign language interpreter's service year as may be
383 necessary for attendance at the funeral and for any other purposes directly arising out of
384 said death, and no deduction of pay shall be made for the days of absence so granted.
- 385 2. Up to 2 of the 5 allowed bereavement days (per the comprehensive agreement) may be
386 Funeral Leave.
- 387 3. In case of the death of other relative or person of unusually close personal relationship,
388 one day, or two half days, of absence shall be allowed during the individual's service year
389 without loss of pay for attendance at the funeral if the funeral is held within a 50-mile
390 radius of Des Moines. If the funeral is being held outside the 50-mile radius of Des
391 Moines, one day of absence shall be allowed. The Office of Talent & Personnel shall have
392 the authority to extend the above provisions for any other purpose directly arising out of
393 said death, and no deduction of pay shall be made for the days of absence required.
- 394 4. An employee who is paid while on bereavement leave during his/her extended service
395 year shall have the obligation to complete his/her extended work assignment at no
396 additional pay.

397 F. ~~Personal Leave~~ Pending Personal Leave MOU to be approved Oct 5

398 At the beginning of each work year, each full time employee shall be credited with
399 two (2) days (or four (4) half-days) to be used for the employee's personal business.

- 400 a. An employee planning to use a personal day shall notify his/her supervisor at least two
401 (2) working days in advance, except in cases of unforeseen emergency. Requests for
402 personal leave must be made through the method determined by the employer.
- 403 b. The employer will accept requests for personal leave no earlier than July 1 for the
404 following year.
- 405 c. No personal leave will be granted during parent-teacher conferences.
- 406 d. Such absence may not be taken during the first or last student contact week of the
407 semester or immediately before or after holidays or vacation periods.
- 408 e. Prior approval for the use of personal days will be waived by the Director of Human
409 Resources for Certified Staff in an emergency. An emergency is defined as "an

410 unexpected occurrence or set of circumstances which require the immediate attention and
411 presence of the employee.”

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

413 g. Up to two (2) unused personal days per year may be paid out to the employee on June
414 30 at the District’s substitute rate.

415 G. Jury Duty

416 In the absence of extraordinary circumstances, employees, SUCCESS employees or sign language
417 interpreter may be excused for jury duty. In order that no employee, SUCCESS employee or sign
418 language interpreter shall suffer financial loss because of such absence, no deduction from the
419 employee’s, SUCCESS employee’s or sign language interpreter’s compensation will be made
420 during the term of jury service, provided that all jury fees received by the employee, SUCCESS
421 employee or sign language interpreter are turned over to the district.

422 H. Sabbatical Leave

423 (Neither SUCCESS employees nor sign language interpreters are eligible for this provision.)

424 A sabbatical leave may be granted to a regular full-time employee for the purpose of study, travel, or
425 other reasons involving probable advantage to the school system. A sabbatical leave shall be for
426 either one or two consecutive semesters. Written application must be made to the office of the Chief
427 of **Talent & Personnel** Officer before the last day of the first semester for the following year, or by
428 the last day of the second semester of the prior year for the second semester of the next year. An
429 employee requesting sabbatical leave must have completed five (5) consecutive satisfactory full-time
430 years of service with the Employer following probation. An employee on sabbatical leave shall be
431 provided the opportunity to purchase insurance benefits at the Employer plan’s premium cost. Not
432 more than five (5) teachers may hold sabbatical leaves simultaneously.

433 The office of **Talent & Personnel** shall make selection of an employee for receipt of sabbatical leave.
434 While on leave, an employee may not engage in full time employment except upon receipt of
435 written permission from the office of **Talent & Personnel** Officer. This does not preclude acceptance
436 of fellowships or other grants or gifts. Regular full-time employees who have been granted a
437 sabbatical leave will agree to return to the service of the Employer for a period equal to two (2)
438 times the length of the sabbatical leave. If an employee does not fulfill this obligation to return to
439 regular service at the expiration of the leave, all pay received during the leave will become
440 immediately due and payable to the Employer.

441 I. Educational/Professional Purpose

442 Attendance at educational meetings or visiting other schools is permitted at full pay if the Office of
443 **Talent & Personnel** approves such absence. If any regular full-time employee, SUCCESS employee
444 or sign language interpreter wishes to be absent from duty for a brief period to attend a professional
445 meeting, or to visit schools, a written request for approval of such absence on a form as provided by
446 the Employer should be signed by the principal or supervisor and filed in the office of the Office of
447 **Talent & Personnel** at least ten days prior to the first day of anticipated absence.

448 J. Military Reserve Training

449 A leave of absence will be granted for employees subject to Iowa Code 29A.28(1)(a) for required
450 training purposes, but not for a period exceeding a total of thirty (30) days in any calendar year.
451 Leaves for training purposes are granted without loss of pay, but employees, SUCCESS employees or
452 sign language interpreters are expected to take such training during the times when school is not in
453 session whenever possible.

454 K. Military Service

455 Leaves of absence are granted for military purposes, not to exceed the enlistment or draft
456 period. On completion of the military service, the salary of the employee, SUCCESS
457 employee or sign language interpreter is entitled to reinstatement at the same wages he/she
458 would have received had he/she not taken such a leave, but subject to the following

459 conditions: That the position was not abolished, that he/she is physically and mentally
460 capable of performing the duties of the position, that he/she makes written application for
461 reinstatement to the Office of Talent & Personnel within ninety (90) days after termination of
462 military service, that he/she submits an honorable or general discharge from the military
463 service, and that he/she has the appropriate license(s) and certifications(s).

464 L. Extended Leaves without Pay

465 Employees, SUCCESS employees or sign language interpreters may request extended
466 leaves of absence without pay for a period of time to be terminated at the conclusion of the
467 semester during which leave commenced or for one additional semester following the
468 conclusion of the semester in which the leave commenced. An employee shall file an
469 application in the Office of Talent & Personnel.

470 The application shall be reviewed by that office and will be submitted to the Board of
471 Directors for their consideration. Extended leaves of absence may be granted for health,
472 professional study, or family responsibilities, which may include child nurturing. The
473 employee's service will resume either at the beginning of the fall or spring semester in
474 accordance with the leave of absence agreement.

475 While on extended leave, the employee's interest in the retirement funds, accumulated sick
476 leave and placement on the salary schedule shall be frozen. While no additional benefits will
477 be provided by the Employer during the leave period, the employee may purchase such
478 benefits. At the conclusion of the extended leave of absence, the salary of the employee shall
479 be the salary stated on the salary schedule for the step and class for which that employee
480 was appointed at the time of the commencement of the leave. A request for early termination
481 of the leave agreement and reinstatement of position must be made in writing to the Office
482 of Talent & Personnel at least thirty (30) days prior to the beginning of the new semester.

483 The Employer shall reserve the right to delay reinstatement until the beginning of the school
484 semester following the request. Early reinstatement before the beginning of the new
485 semester would be contingent upon an available vacancy. An employee who is granted a
486 leave of absence for a regular school year must indicate a desire to return at the time all
487 other employees sign a contract for the New Year.

488 M. Summer School

489 SUCCESS employees are not eligible for this provision. Employees engaged in teaching summer
490 school shall be granted two summer school days of absence in a single term for either sick leave or
491 emergency leave, or a combination of both, non- accumulative.

492 N. Religious Holidays

493 Employees, SUCCESS employees or sign language interpreters whose religious affiliation requires
494 the observance of holidays other than those regularly scheduled in the school calendar may be
495 excused by the Office of Talent & Personnel without loss of compensation (current contract).

496 Employees will be eligible to use personal leave as religious leave. If additional unpaid leave is
497 requested, it will be granted in accordance with the law.

498 O. Regular Part Time Employees

499 Regular part time employees are subject to all practices granted in Article VI- Leaves of Absence, with
500 the stipulation that regular part time employees shall engage in practices granted in Article VI- Leaves
501 of Absence, Sections A- Prior Notice, B- Sick Leave, C- Family Illness, and D- Adoption at a ratio
502 proportionate to the employee's part time condition of employment.

503 P. Kofu, Japan Teacher Exchange

504 – Any DMPS teacher wishing to become an exchange teacher will fill out a leave of
505 absence form following district procedures. The following will apply:

506 – A teacher who teaches 1 year in Kofu, Japan shall move 1 step on the salary

- 507 schedule upon his/her return to DMPS to teach.
- 508 – A teacher who chooses to teach a 2nd year in Kofu, Japan shall move 1 step on the
509 salary schedule from the time he/she left DMPS as a teacher and returns to DMPS to
510 teach.
- 511 – If a teacher chooses to teach a 3rd year in Kofu, Japan, the teacher must resign from
512 his/her DMPS teaching contract within 21 days of being issued a DMPS teaching
513 contract for the next school year.
- 514 – DMPS teachers will continue to have access to their DMPS email while teaching in
515 Kofu, Japan.
- 516 – Upon return to DMPS to teach after teaching 1 or 2 years in Kofu, Japan, the teacher
517 shall be assigned a teaching position following procedures for excess teachers.

518 **ARTICLE XII: COMPENSATION**

519 (SUCCESS employees and sign language interpreters are eligible for this provision.)

520 A. Basic Salary of Employees.

521 The basic salary of regular full-time employees, SUCCESS employees and sign language
522 interpreters covered by this Agreement is set forth in Appendix 1, which is attached to and
523 incorporated into this Agreement. The basic salary of regular part time employees shall be at a
524 ratio proportionate to the employees' part time condition of employment.

525 B. Extra Duty Pay for Supplemental Job Assignments.

526 (SUCCESS employees and sign language interpreters are not eligible for this provision.)

- 527 1. Assignments for which an employee may receive Extra Duty pay will be made on an
528 individual basis between the employee to perform the service and the Employer. Extra Duty
529 pay shall be granted those employees assigned by the Employer to serve as a consultant
530 teacher, school nurse practitioner, elementary reading resource teacher, pupil service
531 coordinator, elementary unit or team leader, TA coordinator, G/T building coordinator,
532 elementary assistant to the principal, elementary instrumental music, or elementary vocal
533 music, or in any other job classification established by the Employer and listed in
534 [Appendix 2](#).
- 535 2. The Employer shall make said assignment. No such assignment shall exceed duration of
536 one year.

537 SUCCESS employees and sign language interpreters are not eligible for
538 supplemental job assignments that conflict with their responsibility as a SUCCESS
539 employee or a sign language interpreter. Should a SUCCESS employee or a sign language
540 interpreter request a supplemental job assignment, that assignment will be made on an
541 individual basis between the SUCCESS employee or sign language interpreter to perform
542 the service and the Employer.

543 An employee assigned to a supplemental job will be paid on the schedule of Extra
544 Duty Pay for Supplemental Job Assignments as set forth in [Appendix 2](#) which is attached
545 hereto and incorporated into this Agreement. As a condition for receipt of Extra Duty pay,
546 an employee shall be expected to provide service necessary to fulfill all job responsibilities
547 associated with the supplemental job assignment.

548 C. Extra Pay for Extra Duties.

549 Extra activities for which an employee, SUCCESS employee or sign language interpreter
550 may receive extra pay will be assigned on an individual basis between the employee,

551 SUCCESS employee or sign language interpreter to perform the service and the Employer.
552 No such assignment shall exceed duration of one year. An employee, SUCCESS employee
553 or sign language interpreter assigned extra duties will be paid on the schedule of
554 Supplemental Pay for Extra Duties as set forth in Appendix 2 which is attached hereto and
555 incorporated into this Agreement.

556
557 As a condition for receipt of extra pay, an employee, SUCCESS employee or sign language
558 interpreter shall be expected to provide service to fulfill all job responsibilities associated with
559 assigned extra duties.

560 D. Effective Date.

561 The salary and supplemental pay schedules contained in this Agreement shall take effect
562 on August 1, 2021. Deferred payments to employees for work performed prior to this
563 collective bargaining agreement will be made with reference to the salary schedule in effect
564 when the work was performed.

565 E. Reclassification.

566 When a college course credit or other acceptable credit is to be used for the purpose of
567 advancement on the salary schedule (or to maintain eligibility for employment), such credit,
568 when appropriate, must receive approval by the Office of Talent & Personnel. SUCCESS
569 employees and sign language interpreters may only be eligible for BA + 15 and BA + 30.

570
571 Employees shall be assigned to a salary lane in Appendix 1 as follows:

- 572 • BA – An employee has obtained a bachelor’s degree.
- 573 • BA + 15 – An employee has earned at least 15 semester hours of approved credits
574 beyond the bachelor’s degree.
- 575 • BA + 30 – An employee has earned at least 30 semester hours of approved credits
576 beyond the bachelor’s degree.
- 577 • MA – An employee has obtained a master’s degree specifically related to the field of
578 education. Except for those master’s degree programs which require 45 or more
579 graduate credit hours, all master’s degrees will be recognized for placement in this
580 lane regardless of the number of credit hours required to obtain the master’s degree.
- 581 • MA + 15 – An employee has earned at least 15 semester hours of approved credits
582 beyond the master’s degree.
- 583 • MA + 15 – A Master’s Degree obtained through a program which requires 45-59
584 graduate credit hours for certification/licensure will be recognized for placement in this
585 lane for the following positions: school psychologists, social workers, speech and
586 language pathologists and other similar positions as determined by the employer.
- 587 • MA + 30 – An employee has earned at least 30 semester hours of approved credits
588 beyond the master’s degree. A master’s degree obtained through a program which
589 requires 60 or more graduate credit hours will be recognized for placement in this lane.

590 It is understood that the phrase “hours beyond” as used in this provision means
591 college, university or other approved credit earned after the completion of requirement for
592 and the conferring of the applicable degree.

593 The District will not apply its interpretation of the contract retroactively.

594 Employees who earned their master’s degree ON or BEFORE June 30, 2016 were
595 placed on the salary schedule at MA+15 or MA+30 in accordance with the “old method”,

596 shall not be stripped of those designations by retroactively applying language that went
597 into effect after June 30, 2016.

598
599 **APPROVAL FOR COURSES OF STUDY**

600 **Degree Program Approval.** Employees may submit their course of study
601 approved by the degree-granting institution to the Office of Talent & Personnel for
602 approval *prior* to the beginning of course work. If approved by the Talent & Personnel
603 office, no other approval is required for this course of study.

604 **Individual Course Approval.** Employees may submit the appropriate form (Form
605 61) for approval prior to the beginning of the course. If no prior approval, the employee
606 may submit the appropriate photocopy of the certified transcript with no assurance of
607 approval by the Office of Talent & Personnel for advancement on the salary schedule.

608 **Professional Development.** Credit approval will be granted from completed
609 transcripts provided to the Office of Talent & Personnel. Professional development
610 courses offered by the Des Moines Public Schools/Heartland AEA 11 and accredited
611 universities must receive approval from Office of Talent & Personnel prior to the
612 beginning of the course for acceptance to advance on the salary schedule. If the Office of
613 Talent & Personnel does not accept a requested course, the individual(s) may appeal to a
614 review committee within five (5) business days. The review committee shall consist of the
615 Association President, curriculum coordinator, and Associate Superintendent, or a
616 designee of their choosing. Decisions of the review committee will not be subject to the
617 grievance procedure. A photocopy of the certified transcript from the training institution or
618 completion of course work certificate for staff development must be submitted to the Office
619 of Talent & Personnel for evaluation by September 15 in order that the salary of the
620 employee can be changed from one class to another when applicable. The salary
621 increase as a result of reclassification will be retroactive to the effective date of the salary
622 schedule. Credit up to the fourteenth step of any salary level on the employee salary
623 schedule may be given for previous teaching experience or job- related work experience in
624 a duly accredited school or place of employment.

625

Date Transcripts Submitted	Date Reclassification (new pay) Takes Effect
September 15, 2021	December 2021-2022 (retroactive to first pay)
February 15, 2022	Fall of 2022-2023

626
627 **Advancement on Salary Schedule.** Regular full time and part time employees,
628 SUCCESS employees or sign language interpreters on the regular salary schedule shall
629 be granted an increment or vertical step on the schedule for 2016-17 if service that meets
630 performance standards has been provided by the employee, SUCCESS employee or sign
631 language interpreter during the 2015-16 service year and the employee, SUCCESS
632 employee or sign language interpreter is not at the maximum step of his/her educational
633 classification. Minimum service during the service year to be eligible for a vertical step on
634 the schedule is 130 working days (173 days for SUCCESS employees). In the event that a
635 regular part time employee is assigned to full time employment, the employee's placement

636 on the salary schedule shall be computed by granting one year of experience on the salary
637 schedule for each consecutive year of prior full time service that meets performance
638 standards and one year of experience on the salary schedule for each consecutive two
639 year period of part time service that meets performance standards if this placement does
640 not exceed the maximum step for this/her educational classification. No more than one
641 step advancement shall be granted to 2015-16 regular part time employees to determine
642 initial placement on the 2016-17 regular salary schedule.

643

644 **2021-2022 Schedule of Payments**

645 September 15 and 30, 2021

646 October 15 and 29, 2021

647 November 15 and 30, 2021

648 December 15 and 30, 2021

649 January 14 and 31, 2022

650 February 15 and 28, 2022

651 March 15 and 31, 2022

652 April 15 and 29, 2022

653 May 13 and 31, 2022

654 June 15 and 30, 2022

655 July 15 and 29, 2022

656 August 15 and 31, 2022

657 **ARTICLE XIII: HEALTH PROCEDURES**

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

664 **ARTICLE XIV: SAFETY PROCEDURES**

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

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

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

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

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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 XV: GRIEVANCE PROCEDURE

A. Definitions.

1. *Grievance*. A *grievance* is a claim made by an employee, SUCCESS employee, sign language interpreter 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, SUCCESS employees or sign language interpreters. Both parties agree that these proceedings will be kept informal and confidential.

C. Procedure.

1. *Time Limits and Waiver*. Failure of an employee, SUCCESS employee or sign language interpreter 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. The parties by mutual agreement may waive either the time limits or the steps for processing on a case-by-case basis. Such waivers shall be in writing.
2. *Association Grievance*. An Association grievance filed on behalf of a group of employees will begin the grievance process at Level Three within ten (10) working days from time of the occurrence of the alleged violation.
3. *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.
4. *Level One Principal or Immediate Supervisor (Informal)*. An employee, SUCCESS employee or sign language interpreter with a grievance shall first discuss it with the principal or immediate supervisor, with the objective of resolving the matter informally.
5. *Level Two Principal or Immediate Supervisor (Formal)*. If the grievance cannot be resolved informally, the aggrieved employee, SUCCESS employee or sign language interpreter 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

723 communicate it in writing to the employee, SUCCESS employee or sign language
724 interpreter within ten (10) working days after receipt of the grievance.

- 725 6. Level Three **Director of Personnel** responsible under the superintendent's level or his/her
726 designee. In the event a grievance has not been satisfactorily resolved at the second
727 level, the aggrieved employee, SUCCESS employee or sign language interpreter shall
728 file, within five (5) working days of the principal's or immediate supervisor's written
729 decision at the second level, a copy of the grievance with the **Director of Personnel**
730 responsible under the superintendent's level or his/her designee. Within ten (10) working
731 days after such written grievance is filed the aggrieved and the **Director of Personnel**
732 responsible under the superintendent's level or his/her designee shall meet to resolve the
733 grievance. **Director of Personnel** responsible under the Administrator responsible under
734 the superintendent's level or his/her designee shall file an answer within ten (10) working
735 days of the third level grievance and communicate it in writing to the employee,
736 SUCCESS employee or sign language interpreter and the principal or immediate
737 supervisor.
- 738 7. Level Four Superintendent. In the event a grievance has not been satisfactorily resolved
739 at the third level, the aggrieved employee, SUCCESS employee or sign language
740 interpreter shall file, within five (5) working days of the **Director of Personnel** responsible
741 under the superintendent's level or his/her designee's written decision at the third level, a
742 copy of the grievance with the superintendent. Within ten (10) working days after such
743 written grievance is filed, the aggrieved and superintendent or his/her designee shall meet
744 to resolve the grievance. The superintendent shall file an answer within ten (10) working
745 days of the Level Four grievance meeting and communicate it in writing to the employee
746 and the **Director of Personnel** responsible under the superintendent's level.
- 747 8. Level Five Binding Arbitration. (a) If the aggrieved person is not satisfied with the
748 disposition of the grievance by the Employer, the aggrieved person and the Association
749 shall meet within five (5) working days of disposition of the grievance to discuss the merits
750 of submitting the grievance to arbitration. (b) If the Association determines that the
751 grievance is meritorious, it may, with concurrence of the aggrieved, submit the grievance
752 to arbitration within five (5) working days. (c) Within ten (10) working days after written
753 notice to the Employer of submission to arbitration, the Employer and the Association
754 shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a
755 commitment from said arbitrator to serve. If the parties are unable to agree upon an
756 arbitrator or to obtain said commitment within the specified period, a written request for a
757 list of arbitrators shall be made to the Iowa Public Employment Relations Board (PERB).
758 The parties, within five (5) days of receiving said list, shall attempt to mutually agree upon
759 an arbitrator. If the parties have not so agreed within five (5) days, then, from the list of
760 arbitrators provided by (PERB), each of the parties (the moving party striking first) shall
761 strike one (1) name at a time from the panel until only one (1) name remains. The person
762 whose name remains shall be the arbitrator. (d) The arbitrator so selected shall confer
763 with the representatives of the Employer, the employee, SUCCESS employee or sign
764 language interpreter and the Association. The arbitrator shall hold hearings promptly and
765 shall issue his/her decision not later than fifteen (15) working days from the date of the
766 close of the hearings. The arbitrator's decision shall be in writing and shall set forth
767 his/her findings of fact, reasoning, and conclusions in the issues submitted. The arbitrator,
768 in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the
769 Agreement. His/her decision must be based solely and only upon his/her interpretation of
770 the meaning or application of the express relevant language of the Agreement. The
771 decision of the arbitrator shall be submitted to the Employer, the employee, SUCCESS

772 employee of sign language interpreter, and the Association, and shall be binding on the
773 parties. (e) The costs for the services of the arbitrator, including per diem expenses,
774 necessary travel, subsistence expenses, and cost of the hearing room shall be borne
775 equally by the Employer and the Association. The party incurring same shall pay any
776 other expenses incurred.

777 D. Rights of Employees to Representation. Every employee, SUCCESS employee or sign
778 language interpreter covered by this Agreement shall have the right to present grievances in
779 accordance with these procedures. Any aggrieved person may be represented at all formal
780 and informal stages of the grievance procedures by himself or by the employee, SUCCESS
781 employee or sign language interpreter and a representative from the Association. If any
782 employee, SUCCESS employee or sign language interpreter files any claim or complaint
783 other than under the grievance procedure of this Agreement, then the school district shall not
784 be required to process the same claimed set of facts through the grievance procedures. All
785 meetings and hearing under this procedure shall be conducted in private and shall include only
786 witnesses, the parties of interest, and their designated or selected representatives heretofore
787 referred to in this Article.

788 E. Availability of Forms. Forms for filing a grievance shall be available at the office of the
789 Association, the office of [Talent & Personnel](#), or the office of the principal of each building or
790 online.

791 F. Discriminating Action Prohibited. The Employer shall not discriminate against an employee,
792 SUCCESS employee or sign language interpreter for filing a grievance.

793 G. Separate Grievance File. All documents, communications, and records dealing with the
794 processing of the grievance shall be filed in a separate grievance file and shall not be kept in
795 the personnel file of any of the participants.

Appendix 1: 2021-2022 Salary Schedules

Certificated Teachers Salary Schedule

Step	RN	RN+30	**BA	**BA+15	**BA+30	**MA	**MA+15	**MA+30	**MA+45	**PHD	**BLUE
	Generator Base \$26,387		Generator Base \$31,791								
1	29,751	33,116	43,760	45,349	46,621	47,654	49,244	50,833	51,833	52,833	+450
2	30,312	33,676	43,760	45,349	46,621	47,654	49,244	50,833	51,833	52,833	+600 / 1200
3	31,434	34,798	43,760	45,349	46,621	47,654	49,244	50,833	51,833	52,833	+1200 / 0
4	32,555	35,919	45,190	46,780	48,051	49,244	50,833	52,423	53,423	54,423	
5	33,742	37,107	46,621	48,210	49,482	50,833	52,423	54,012	55,012	56,012	+1000 / 0
6	34,996	38,360	48,051	49,641	50,913	52,423	54,012	55,602	56,602	57,602	
7	36,249	39,613	49,482	51,072	52,343	54,012	55,602	57,191	58,191	59,191	
8	39,185	40,834	50,913	52,502	53,853	55,602	57,191	58,781	59,781	60,781	
9		43,869	52,423	54,012	55,443	57,271	58,781	60,370	61,370	62,370	
10			54,012	55,602	57,032	59,019	60,370	61,960	62,960	63,960	
			#	#	#	#	#	#	#	#	
11			55,602	57,191	58,622	60,768	62,040	63,550	65,550	65,550	
12			*57,191	*58,781	*59,417	62,516	63,788	65,139	66,139	67,139	
13						*64,265	*65,537	*66,808	*67,808	*68,808	

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*** Steps do not necessarily indicate years of experience.

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Generator Base **\$31,791**

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Non-degreed nurses' generator base= 83% of teachers' generator base.

802

Minimum salary for certificated teachers **\$43,760**

803

Supplemental salary dollars for Induction or Blue contracts are in addition to the Salary Schedule above (refer to BLUE column)

804

Maximum starting salary for new certificated teachers - Step 13.

805

#Training increment. Not eligible to advance except upon completion of 6 semester hours of approved work during the preceding 5 yrs.

806

+Educators on BLUE contract will advance on the salary schedule the same way other educators advance

807

* Maximum step for lane

808

Salaries include the **\$5,531 Teacher Compensation pay which is subject to change annually. You must be eligible to receive Teacher

809

Compensation pay.

810

ADDITIONS TO SALARY

811

RN + 60 approved hrs.--

812

\$400 additional MA+45--

813

\$1,000 additional to

814

MA+30 PHD--\$2,000

815

additional to MA+30

816

LONGEVITY: (1) Those employees who have been at the maximum of their salary column for more than 1 year shall receive additional

817

salary computed on the % of the generator base as follows plus the amount of the embedded step:

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Step	Lane	%	Longevity	Longevity	Total
			Amount	Step	Salary
Steps 8 and above	RN	8.75	2,309	627	39,185
Steps 9 and above	RN+30	9.25	2,441	594	43,869
Steps 13 and above	BA	11.75	3,735	789	61,721
Steps 13 and above	BA+15	12.25	3,894	795	63,470
Steps 13 and above	BA+30	12.75	4,053	953	64,423
Steps 14 and above	MA	13.25	4,212	874	69,351
Steps 14 and above	MA+15	13.75	4,371	874	70,782
Steps 14 and above	MA+30	14.25	4,530	2,623	73,961

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(2) In addition to the above longevity, those employees who have been at Step 20 of their salary column for more than one year (Steps 21 and above) shall receive additional salary/longevity at 2.5% of the generator base: RN=\$660; and BA through MA+30=\$795. This amount should be added to the "Total Salary" listed in the above table.

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Recruitment Incentive=The Employer has the sole discretion to post positions on or about January 1, April 1, and July 1 identified as acute shortage areas and to provide a recruitment incentive of \$3,000. Receipt of this incentive will be contingent upon provision of satisfactory service with payment equally distributed over a 3-yr period, e.g., 72 semi-monthly payments.

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SUCCESS Employee Salary Schedule
2021-2022

	BA	BA+15	BA+30
Step	Generator Base \$34,334		
1	38,712	40,428	42,145
2	39,441	41,158	42,875
3	40,900	42,617	44,334
4	42,360	44,076	45,793
5	43,905	45,621	47,338
6	45,535	47,252	48,969
*7	47,166	48,883	50,600

831 *** Steps do not necessarily indicate years of experience.

832

833 Non-certificated SUCCESS employees' generator base = 108% of teachers' generator base.

834 Teacher Generator Base \$31,791

835 *Highest step on schedule

836

837 **ADDITIONS TO SALARY**

838 LONGEVITY: (1) Those employees who have been at the maximum of their salary column for more than 1 year shall receive additional salary computed on the % of the generator base as follows plus the amount of the embedded step:

841

STEP	LANE	%	LONGEVITY AMOUNT	LONGEVITY STEP	TOTAL SALARY
Steps 8 and 9	BA	8.75	3,004	816	50,986
Steps 8 and 9	BA+15	9.25	3,176	816	52,874
Steps 8 and 9	BA+30	9.75	3,348	816	54,763
Step 10 and Above	BA	9.25	3,176	816	51,158
Step 10 and Above	BA+15	9.75	3,348	816	53,046
Step 10 and Above	BA+30	10.25	3,519	816	54,934

842

843 (2) In addition to the above longevity, those employees who have been at Step 20 of their salary column for more than one year (Steps 21 and above) shall receive additional salary/longevity at 2.5% of the generator base: SUCCESS=\$858. This amount should be added to the "Total Salary" listed in the above table.

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Sign Language Paraprofessional Salary Schedule
2021-2022
License

	License	License	License	License	License
Step	None	AA	BA	BA + 15	BA + 30
1	27.06	27.42	27.78	28.13	28.49
2	27.42	27.78	28.13	28.49	28.85
3	27.78	28.13	28.49	28.85	29.21
4	28.13	28.49	28.85	29.21	29.56
5	28.49	28.85	29.21	29.56	29.92
6	28.85	29.21	29.56	29.92	30.28
7	29.21	29.56	29.92	30.28	30.63
8	29.56	29.92	30.28	30.63	30.99
9	29.92	30.28	30.63	30.99	31.35
10	30.28	30.63	30.99	31.35	31.71
11	31.58	31.93	32.99	32.65	33.01
12	31.58	31.93	32.99	32.65	33.01
13	31.58	31.93	32.99	32.65	33.01
14	31.58	31.93	32.99	32.65	33.01
15	31.58	31.93	32.99	32.65	33.01
16	32.88	33.23	33.59	33.95	34.30

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Temporary License

Step	Temp License
1	21.65
2	22.01
3	22.36
4	22.72

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1. Base = \$21.65.
2. Longevity computed at 6% of the base after completion of 10 years of service. Additional longevity at 6% of the base after 15 years of service.
3. 7.5 hours per day, 190 days per year.
4. An additional \$500.00 will be paid annually to interpreters holding national certification from the Registry of Interpreters for the Deaf.
5. Summer rate of pay will be equivalent to employee's current hourly rate.

Appendix 2: 2021-2022 Extra Duty Pay Schedule

Unless otherwise noted, all compensation is expressed as a % of \$31,575

Extra Duty Pay Schedule	%	YEAR	AMOUNT
Academic Decathlon Asst HS	9.6	Year	3,052
Academic Decathlon Head HS	14.8	Year	4,705
Adjunct Virtual Teacher HS		Sem	2,500
Agri Science HS	12.1	Year	3,847
Brother to Brother	10.6	Year	3,370
Cheerleading HS Asst	10.6	Year	3,370
Cheerleading HS Head	21.2	Year	6,740
Cheerleading MS	6.6	Year	2,098
Choreography HS	5.3	Year	1,685
Color Guard HS	10.6	Year	3,370
Culinary Arts HS	12.1	Year	3,847
Dance Team HS	10.6	Year	3,370
Drama Asst HS	10.6	Year	3,370
Dramatics HS Head	18	Year	5,722
Dream to Teach Mentor	6.2	Year	1,971
Dream to Teach Program Coord	12.1	Year	3,847
Drum Line HS	10.6	Year	3,370
Flex Academy Leader HS	3.2	Year	1,017
Forensics/Debate Asst HS	9.6	Year	3,052
Forensics/Debate Head HS	14.8	Year	4,705
G/T Building Advocate	5.3	Year	1,670
G/T Consultant	10.6	Year	3,370
Grief Response Team Leader	5.2	Year	1,653
GSA-Gender Sexuality Alliance HS	6.2	Year	1,971
GSA-Gender Sexuality Alliance MS	5.3	Year	1,685
Home Instruction Coord	10.6	Year	3,370
Intern Assistant Principal EL	10.6	Year	3,370
International Program District Wide	22.55	Year	7,169
Intramurals MS	13.1	Year	4,165
Journalism HS	10.6	Year	3,370
Jr ROTC Drill Team HS	10.6	Year	3,370
Marine Science HS	12.1	Year	3,847
Music - Elem Instrumental- Full	2	Year	636
Music - Elem Vocal Building Full	2	Year	636
Music - HS Band Assistant	10.6	Year	3,370
Music - HS Band Head	18	Year	5,722
Music - HS Jazz Band	10.6	Year	3,370
Music - HS Orchestra Asst	10.6	Year	3,370

Extra Duty Pay Schedule	%	YEAR	AMOUNT
Music - HS Orchestra Head	18	Year	5,722
Music - HS Show Choir	10.6	Year	3,370
Music - HS Vocal Accompanist	5.3	Year	1,685
Music - HS Vocal Asst	10.6	Year	3,370
Music - HS Vocal Head	18	Year	5,722
Music - MS Vocal	5.4	Year	1,717
Music- MS Instrumental	5.4	Year	1,717
Psychologist	10.6	Year	3,370
Pep Club HS	5.3	Year	1,685
Sisters for Success	10.6	Year	3,370
Social Worker	10.6	Year	3,370
Special Olympics HS	7.1	Year	2,257
SPED Behavior Strategist	10.6	Year	3,370
SPED Consultant Teacher	10.6	Year	3,370
SPED Curriculum Facilitator	10.6	Year	3,370
SPED Lead Support	10.6	Year	3,370
Speech Coach HS	9.6	Year	3,052
Student Government HS	5.3	Year	1,685
Technology Specialist Level 1 (0-349 Students)	3.2	Year	1,017
Technology Specialist Level 2 (350-699 Students)	6.3	Year	2,003
Technology Specialist Level 3 (700+ Students)	9.6	Year	3,052
Testing Specialist - EL	2.1	Year	668
Urban Art Site Coord HS	10.6	Year	3,370
Urban Leadership HS	12.1	Year	3,847
Wellness Champion		Year	500
Wild Card Activity HS	7.1	Year	2,257
Wild Card Activity MS	6.4	Year	2,035
Teacher Leadership Compensation			
Behavior Strategist PLC Facilitator		Year	720
Counselor PLC Facilitator		Year	720
District Wide PLC Facilitator		Year	1,300
ELL Team Leader		Year	1,800
Transformation Coach		Year	7,000
Extended Core PLC Leader		Year	1,300
Instructional Coach		Year	3,300
Mentor		Year	2,500
Mentor 2nd Mentee		Year	1,500
PLC Leader		Year	1,800
School Leadership Team Leader		Year	1,000

Extra Duty Pay Schedule	%	YEAR	AMOUNT
TLC Coordinator		Year	7,000
Athletics			
Baseball/Softball HS Asst Coach	12.7	Year	4,051
Baseball/Softball HS Head Coach	20.8	Year	6,599
Basketball HS Asst Coach	14.2	Year	4,507
Basketball HS Head Coach	25.0	Year	7,957
Basketball MS Asst Coach	5.3	Year	1,670
Basketball MS Head Coach	6.5	Year	2,079
Bowling HS Head Coach	11.3	Year	3,606
Cross Country HS Asst Coach	10.2	Year	3,257
Cross Country HS Head Coach	15.8	Year	5,025
Cross Country MS Head Coach	6.5	Year	2,079
Cross Country MS Asst Coach	5.3	Year	1,670
Football HS Asst Coach	14.3	Year	4,537
Football HS Head Coach	25.2	Year	8,012
Football MS Asst Coach	5.3	Year	1,670
Football MS Head Coach	6.5	Year	2,079
Golf HS Head Coach	14.3	Year	4,543
Golf HS Asst Coach	6.4	Year	2,035
Soccer HS Asst Coach	11.8	Year	3,745
Soccer HS Head Coach	18.0	Year	5,734
Soccer MS Asst Coach	5.3	Year	1,670
Soccer MS Head Coach	6.5	Year	2,079
Swimming HS Asst Coach	11.7	Year	3,711
Swimming HS Diving Coach	11.7	Year	3,711
Swimming HS Head Coach	20.5	Year	6,530
Swimming MS Head Coach	6.5	Year	2,079
Swimming MS Asst Coach	5.3	Year	1,670
Tennis HS Asst Coach	9.8	Year	3,115
Tennis HS Head Coach	14.8	Year	4,690
Track HS Asst Coach	12.7	Year	4,040
Track HS Head Coach	19.9	Year	6,335
Track MS Asst Coach	5.3	Year	1,670
Track MS Head Coach	6.5	Year	2,079
Volleyball HS Asst Coach	12.3	Year	3,900
Volleyball HS Head Coach	20.2	Year	6,431
Volleyball MS Asst Coach	5.3	Year	1,670
Volleyball MS Head Coach	6.5	Year	2,079
Wrestling HS Asst Coach	13.8	Year	4,399
Wrestling HS Head Coach	23.3	Year	7,401

Extra Duty Pay Schedule	%	YEAR	AMOUNT
Wrestling MS Asst Coach	5.3	Year	1,670
Wrestling MS Head Coach	6.5	Year	2,079
Activities Department			
Activities Coordinator MS	26.5	Year	8,425
Assistant Activities Director HS	26.5	Year	8,425
Equipment Manager	13.5	Year	4,292
Weight Room	26.5	Year	8,425
Summer Assignments			
Curriculum Development - Voluntary w/Diminished Student Contact	0.095	Hour	30.00
Teaching - Voluntary w/Student Contact	0.095	Hour	30.00
Designated Day Assignments			
Staff Development - Voluntary Participation	0.095	Hour	30.00
Teaching - Voluntary w/Student Contact	0.095	Hour	30.00

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865

866 **Appendix 3 BLUE & GREEN (Alternative) Teacher Contracts**

867 The PD Steering Committee for the Alternative Contract will consist of 6 members
868 (District: 1 chair + 2 employees on the alternative contract; DMEA: 1 representative + 2
869 employees on the alternative contract.) This committee shall meet at least bi-monthly (every two
870 months) during the regular school year. The committee shall be responsible for executing the
871 professional development required under this article.

872 Beginning 2021-2022 school year, all teachers with an initial license will participate in a 2-
873 year induction program. All teachers would then be given the opportunity to participate in the
874 BLUE program in year 3.

875 Teachers who successfully complete the master’s degree will remain with the district for
876 at least an additional two years, serving as teachers, teacher-leaders, mentors, or in other roles.

877 If a teacher successfully completes eight years of teaching and completes the district
878 professional development program, earning a master’s degree, he/she will be renewed for year
879 nine on the traditional contract.

880 If a teacher leaves district employment prior to completing six (6) years of service to the
881 district, he/she will be required to reimburse the district for costs associated with the teacher’s
882 coursework toward his/her master’s degree at a prorated rate depending on the number of years
883 on the Alternative contract.

884 The cost of the Alternative Teacher Contract teachers’ master’s program will not be costed
885 against the association during negotiations.

886

887 **Title: Alternative Contract Reimbursements**

888 For teachers working under the Alternative Contract provisions of the Comprehensive Agreement,
889 reimbursement is required if (1) costs of tuition, fees, and similar payments are incurred by the District for
890 payment of master’s degree level courses and (2) the teacher voluntarily leaves the Alternative Contract prior to
891 completing eight years of service to the District. The reimbursement amount will be calculated on a pro rata
892 basis as follows:

Years Remaining on Eight Years of Service	Percent of Expenses to be Reimbursed	Alternative Contract
4-8 years - GREEN 4-6 years - BLUE	100%	BLUE / GREEN
3 years- BLUE / GREEN	75%	BLUE / GREEN
2 years- BLUE / GREEN	50%	BLUE / GREEN
1 year- BLUE / GREEN	25%	BLUE / GREEN

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895 **Appendix: 4 Letters of Understanding 2016-2022**

896

897 **Letter of Understanding – Principal/DMEA Building Representation Relations**

898 In September the Association Building Representative and each building representative
899 will meet for the following purposes.

- 900 1. Reviewing and discussing conditions in the school and any problems which may exist
901 in the building. (non-contract issues)
- 902 2. Review procedures within the building. (Such building procedures shall not be
903 inconsistent with school board policy.)
- 904 3. Building Reps will provide agenda in advance. Should the DMEA consider the district
905 not fulfilling its obligations in this side letter they shall review that claim directly with the
906 Chief of Schools.

907 Additional meetings may be held at the request of either party. DMEA or H.R.
908 representative may attend mtg.

909

910 **Letter of Understanding – Collaboration Time**

911 As provided by Iowa Code Section 284.6(8), the School District will provide a minimum of
912 thirty-six (36) hours of collaboration time during the 2013-2015 school year. This time will be
913 provided to teachers to allow them to collaborate with one another to deliver educational
914 programs and assess student learning or to engage in peer review, as provided by Iowa Code
915 Section 284.8(1).

916 Individual preparation time will not be used to provide this collaboration time.

917

918 **Letter of Understanding-Compensation for Exempt Employees and Fair Labor Standards
919 Act (FLSA) Changes**

920 This letter constitutes an agreement between the Des Moines Public Schools and the Des
921 Moines Education Association regarding required compensation for those employees who are
922 exempt and working full time. This change is necessary to be in compliance with changes in
923 FLSA law. These changes in salary will go into effect December 1, 2016. Each employee in the
924 positions listed below will receive the same increase in compensation as is received by
925 employees covered under the DMPS Teacher Comprehensive Agreement.

926

Exempt Employee	Compensation
LPN Nurse	\$913/week
Early Access Child Case Manager	\$913/week
Early Childhood Special Education Early Access	\$47,476/year
Horticulture/Animal Science Teacher	\$47,476/year
Early Childhood Special Education	\$47,476/year
Success Case Manager	\$47,476/year

927 **Letter of Understanding – Professional Labor Management and Handbook Committee**

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

933

934 **Letter of Understanding – Health Benefits Advisory Committee**

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

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

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

951

952 **Letter of Understanding – ~~BLUE contract teacher salary~~**

953 This letter constitutes an agreement between the Des Moines Public Schools and Des
954 Moines Education Association regarding BLUE contract teacher salary.

955 The bargained 2019-20 salary schedule for BLUE teachers will be adjusted to ensure
956 BLUE cohort 3 teachers receive an increase in salary. Based on the 2019-2020 salary schedule,
957 they are not able to advance to step 6 without having a Masters. This group of teachers will not
958 receive their Master's until December 2019. For this year only, this group of teachers will be paid
959 at the BA 30 lane, step 6 and receive the \$1,000 BLUE incentive.

960

961 **Letter of Understanding – Special Education Additional Compensation**

962 Special Education teachers (school based special education teachers with a roster of
963 students) and speech language pathologists will be permitted up to 40 hours at the workshop
964 hourly rate (currently 29.73) to be used at their discretion for IEP reporting and documentation
965 (not conducting IEP meetings) outside of contract hours, with the following goals:

- 966 1. Ensure that IEPs are up to date according to federal law, state guidelines and district
967 requirements. (evidenced by the number of incidents or violations)
- 968 2. Provide additional support and compensation to teachers in the area of IEP development
969 and progress monitoring outside of the contract day.
- 970 3. Staff may work from home but documentation must be kept at school and available upon
971 request at school.

972 Hours shall be submitted to the individual teacher's principal electronically through
973 the use of NOVAtime for approval. Blocks of time will be no less than one-hour
974 increments per session.

975 Teachers may choose to work independently, in groups or with a facilitator when
976 available. Any teacher found to have deficiencies will be required to have at least one
977 session with facilitated support.

978 **Letter of Understanding – Peer Review**

979 The following is a letter of Understanding regarding peer review. This agreement will be
980 an addendum to the 2015-2017 Master Contract and will sunset after the 2015- 2017 contract year,
981 unless renewed in collective bargaining for a subsequent year.

982 **Definition**

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

985 **Process**

- 986 1. A peer group may be a group of two or more colleagues. The peer group will be
987 self-selected. Each teacher will have a peer group. If a peer group cannot be
988 found for a teacher, a peer group will be selected in consultation with the building
989 administrator.
- 990 2. Peer review will be based on professional dialogue that may or may not include
991 a classroom observation. The decision regarding classroom observation will be
992 made by the peer group.
- 993 3. The peer review process will be formative and will be focused on assisting
994 each peer group member in achieving the goals of the teacher's individual
995 professional development plan. Peer reviews shall be supportive and
996 collaborative and will be conducted in an informal manner.
- 997 4. The members of the peer group will complete the attached form after the review
998 process is completed.
- 999 5. Peer group reviews shall not be the basis for recommending the teacher
1000 participate in an intensive assistance program and shall not be used to determine
1001 the compensation, promotion, layoff or any other determination affecting a
1002 teacher's employment status.
- 1003 6. Training for peer review will be provided prior to its implementation.
- 1004 7. Time required for the peer review process will be scheduled by the peer group
1005 with the Principal of the building. If a substitute teacher is needed for the peer
1006 review process, the peer group will first contact the Principal to seek approval
1007 and to make the appropriate arrangements.

1008
1009 If a conflict exists between or among members of a peer review group, an attempt
1010 will be made to mediate the conflict. Based on the results of the mediation, the
1011 employee(s) will then decide if it is necessary to join another peer group.

1012

Peer Review Form

Teacher's Name:

Teachers in Peer Review Group:

Date(s)/Time(s) Peer Review Group Met:

General Topics Discussed:

Signatures of Peer Group Teachers:

1045 **Letter of Understanding-Teacher Leadership System**

1046 The Des Moines Independent Community School District has applied for and received
1047 approval from the Iowa Department of Education to participate in the Iowa Teacher Leadership
1048 System. The Des Moines Independent Community School District and the Des Moines Education
1049 Association have reached the following agreement in regard to Master Contract articles that will
1050 be affected by and other issues related to the implementation of a local Teacher Leadership
1051 System (TLS). This Letter of Understanding (LOU) beginning with the 2015-2016 school year and
1052 shall be reviewed and/or amended on an annual basis thereafter.

1053 1. Selection Committee

- 1054 A. Each building site will appoint a selection committee for the TLS. The committee
1055 shall be comprised of equal numbers of teachers and administrators and at least
1056 one teacher will be appointed by the Des Moines Education Association.
- 1057 B. The committee will accept and review application for a TLS position and will make
1058 recommendations to the hiring administrator. In developing recommendations, the
1059 committee will utilize measures of teacher effectiveness and professional growth,
1060 consider the needs of the school district and review the performance and
1061 professional development of the applicants. Teachers who are selected must meet
1062 all of the qualification contained in the TLS grant and contained in the law.

1063 2. Selection of Teacher Leaders

- 1064 A. The hiring administrator will review the committee's recommendations and shall
1065 appoint teachers to serve in TLS positions. In making appointments, the hiring
1066 administrator will consider the needs of the school district and the performance
1067 and professional development of the applicants.

1068 3. Assignment of Teacher Leaders

- 1069 A. Teachers assigned to TLS positions shall retain their regular teaching contract
1070 issued in accordance with Iowa Code Chapter 279 and shall be issued a
1071 supplemental contract for a one-year assignment relating to their leadership role.
1072 The supplemental contract shall not be subject to Iowa Code Chapter 279.
- 1073 B. The assignment of teachers to TLS positions shall not be subject to the transfer
1074 procedures contained in the collective bargaining agreement. No employee will be
1075 involuntarily assigned to a TLS position.
- 1076 C. Prior to the termination of a TLS supplemental contract by a teacher and no later
1077 than five (5) workdays, the teacher will give notice to the School District and will be
1078 advised if there is a vacant position for which the teacher possesses the necessary
1079 certification and endorsements. If there is a vacant position for which the teacher in
1080 a TLS position possesses the necessary certification and endorsements, then the
1081 teacher will be awarded the position. If there is no vacant position for which the
1082 teacher in a TLS position possesses the necessary certification and
1083 endorsements, then the teacher in a TLS position will be so notified within five (5)
1084 calendar days of submitting his/her notice to the District and the teacher may
1085 withdraw his/her notice of termination. A teacher in a TLS position must withdraw
1086 his/her notice of termination no later than March 2. If there is no vacant position for
1087 which the teacher in a TLS position possesses the necessary certification and
1088 endorsements and if the teacher does not wish to withdraw his/her notice of
1089 termination, then the teacher in a TLS position will be given an opportunity to apply
1090 for a voluntary transfer as provided by Article X for any positions which become

1091 available after the teacher has submitted notice of termination. If, after providing
1092 notice of termination, there is a vacant position for which the teacher in a TLS
1093 position possesses the necessary certification and endorsements, then the teacher
1094 will be awarded the position. If, after providing notice of termination, there is no
1095 vacant position for which the teacher in a TLS position possesses the necessary
1096 certification and endorsements, then the least senior teacher who fills a position
1097 which requires the certification and endorsements possessed by the teacher in the
1098 TLS position will be subject to layoff and the teacher in the TLS position will be
1099 assigned to that teacher's position.

1100 D. Prior to the termination of a TLS position by the School District and no later than five
1101 (5) workdays, the District will give notice to the teacher and the teacher will be
1102 advised if there is a vacant position for which the teacher possesses the necessary
1103 certification and endorsements. If there is a vacant position for which the teacher
1104 possesses the necessary certification and endorsements, then the teacher will be
1105 awarded the position. If there is no vacant position for which the teacher in a TLS
1106 position possesses the necessary certification and endorsements and if the teacher
1107 does not wish to withdraw his/her notice of termination, then the teacher in a TLS
1108 position will be given an opportunity to apply for a voluntary transfer as provided by
1109 Article X for any positions which become available after the teacher has submitted
1110 notice of termination. If, after providing notice of termination, there is a vacant
1111 position for which the teacher in a TLS position possesses the necessary
1112 certification and endorsements, then the teacher will be awarded the position. If,
1113 after providing notice of termination, there is no vacant position for which the
1114 teacher in a TLS position possesses the necessary certification and endorsements,
1115 then the least senior teacher who fills a position which requires the certification and
1116 endorsements possessed by the teacher in the TLS position will be subject to layoff
1117 and the teacher in the TLS position will be assigned to that teacher's position.

1118 4. Teacher Leadership Compensation

1119 a. The salary supplements received by the teachers assigned to TLS positions will be
1120 as specified in the District's approved Teacher Leadership grant application. The
1121 salary supplement is compensation to the teacher in the TLS position for the
1122 additional contract days and hours of work required of the teacher.

1123 5. Hours of Work

1124 a. Teachers in TLS positions will work the number of hours specified in Article XIII and
1125 as necessary to perform the duties of their teaching and TLS position. The
1126 expectations of the District with regard to hours of work of teacher in TLS positions
1127 will be contained in the job description for each TLS position. The description will
1128 include expectations for parent-teacher conferences, regular duty assignments,
1129 school events and other teaching-related duties.

1130 6. Work Year

1131 a. Teachers in TLS positions will work the number of days specified in the District's
1132 approved Teacher Leadership grant application and as provided by law.

1133 7. Seniority

1134 a. Teachers in TLS positions will be considered members of the bargaining unit and
1135 will continue to accrue seniority in the classification to which they were assigned at
1136 the time of their selection for a TLS position.

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8. Procedures for Staff Reduction

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

9. Assessment of Performance

The assignment of a teacher to a TLS position will be subject to review by the school district’s administration at least annually. The first review must be completed no later than five (5) workdays before the beginning of the transfer process. The review shall include peer feedback on the effectiveness of the teacher’s performance of duty specific to the teacher’s TLS position. A teacher who completes an assignment in a TLS position may apply for assignment to anew TLS position.

10. Funding for Program

Teacher leadership supplement foundation aid from the state shall be required to sustain the TLS program. THE TLs salary will not be included in the salary schedule. Any reduction or elimination of this support will result in a corresponding reduction or elimination of the assignment and compensation described in the Memorandum of Understanding. “In addition, the total amount ofTSS for teachers hired to replace the Teacher leaders, will be deducted from theTLS grant.”

11. Separation from TeacherEvaluation

This memorandum of understanding will establish a wall between the TLS systemand the evaluation process for the performance of teaching duties. Teachers in TLS positions will not evaluate other teachers.

Letter of Understanding – Vacation Accrual for 12-month Teacher Contracts

- 1. *Eligibility.* 12-month teacher contract 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 willbe computed from the employee’s total length of continuous service.

Length of Service	Vacation Period (Subsequent Year)
0 months through 11 months	5/6 day per month
More than 11 months	10 working days

The service requirement during the first fiscal year of employment will be determined by the most recent day of hire. All yearly service requirements will be based on serviceduring 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 orderto receive credit for that month toward vacation. (*Those employees working on 12- month teacher contracts during 2019-2020 would accrue vacation to take during 2020-2021.) Vacation accrued during one fiscal year must be used before the end of the following fiscal year. Twelve-month teachers may carry a balance of up to two years ofaccruals with a 20-day maximum.

Only exceptional reasons for variations from this procedure may be considered by theChief of [Talent & Personnel](#) or designee.

- 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

1181 paydays. An employee working less than the fiscal year will receive prorated pay for
 1182 vacation following the conclusion of service.

1183 3. *Vacation Periods.* Vacation schedules will be set by the employee’s immediate
 1184 supervisor(s) and sent to the Office of [Talent & Personnel](#) for approval. Employees
 1185 may request a particular period for vacation. Vacation days may not be taken in
 1186 advance of their accrual. Those employees who are on a 12-month teacher contract
 1187 are paid during Spring Break and Winter Recess, however, are not expected to be in
 1188 attendance or perform duties during those breaks.

1189 4. *Working During Vacation.* In order to work during vacation periods, pre- approval must
 1190 be received from the building administrator or immediate supervisor. Those days
 1191 worked would be available as vacation to be taken later during the same fiscal year.

1192 5. *Termination of Service.* Any employee on a 12-month teacher contract who is laid off,
 1193 discharged, retires, or resigns prior to taking his/her vacation will be compensated for
 1194 accrued vacation unused by the employee at the time of separation.

1195 Those under 10.5-month teacher contracts do not earn or accrue vacation, however, are paid
 1196 during Spring Break and Winter Recess and are not expected to be in attendance or perform
 1197 duties during those breaks.
 1198

1199 **TLC Proposed Amendments**

1200 This letter constitutes an agreement between the Des Moines Public Schools and
 1201 Des Moines Education Association regarding TLC proposed amendments.

1202 Summary of changes:

- 1203 • 1,416 teacher leadership roles are included in the 2021-22 DMPS TLC system that
- 1204 fall into three levels: Coaches, District-Wide Teacher Leaders, and School-Based
- 1205 Teacher Leaders.
- 1206 • An additional 37 teachers’ salaries will be paid for from TLC to backfill positions that
- 1207 instructional coaches have left.
- 1208 • The changes below were based on a need to focus on achieving board goals, an
- 1209 overall reduction to the TLC spending, and to spend down carry over from previous
- 1210 years TLC grant money.
- 1211 • This year we project spending \$13,551,247 on teachers and teacher leadership.
- 1212
- 1213

1213 **Summary of Changes:**

TLC Position	2021-22 Revisions
School Leadership Team	<ul style="list-style-type: none"> • Decreasing high school allocation from 14 to 12 positions. • Decreasing middle school allocation from 9 to 8. • Removing allocation for additional requests (-20) • 418 projected positions (\$1,000 stipend, up to 3 PD Days)
District PLC Content Facilitators	H. No change <ul style="list-style-type: none"> • 65 projected positions (\$1,300 stipend, up to 1 PD Day)
Extended Core PLC Facilitators	<ul style="list-style-type: none"> • Eliminate this role for 2021-2022 (overlap with District PLC Content Facilitators and School-based PLC Leaders)
PLC Leaders	<ul style="list-style-type: none"> • Decreasing high school allocation from 15-26 to 15-20 • 524 projected positions (\$1,800 stipend, up to 3 PD Days)

TLC Position	2021-22 Revisions
ELL Team Leads	I. No change <ul style="list-style-type: none"> • 45 projected positions (\$1,008 stipend, up to 3 PD Days)
Instructional Coaches	J. No change <ul style="list-style-type: none"> • 109 projected positions (\$3,300 stipend, up to 7 PD Days)
Mentors	K. No change <ul style="list-style-type: none"> • 250 projected positions (\$2,500 stipend, 2nd mentee \$1,500 stipend, up to 2 PD Days)
Transformational Leadership Coaches	L. No change <ul style="list-style-type: none"> • 3 projected positions (\$7,000 stipend, up to 30 PD Days)
TLC Coordinators	M. No change <ul style="list-style-type: none"> • 2 projected positions (\$7,000 stipend, up to 30 PD Days)
Teachers to replace Instructional Coach former positions	N. Fund classroom teacher positions that had been previously held by Instructional Coaches & Coordinators <ul style="list-style-type: none"> • 35 Full Time FTE, 2 Half Time FTE = 37 positions

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1215

MOU Family Illness

**MEMORANDUM OF UNDERSTANDING
BETWEEN DES MOINES PUBLIC SCHOOLS AND DES MOINES EDUCATION ASSOCIATION
REGARDING USE OF FAMILY ILLNESS LEAVE DUE TO COVID-19**

This Memorandum of Understanding ("MOU") is entered into between the Des Moines Independent Community School District (the "District") and Des Moines Education Association (the "Association"). This MOU shall be effective through June 30, 2022, or until superseded by federal or state law, or through the end of the current state of emergency declared by Governor Reynolds due to the COVID-19 pandemic, whichever occurs first.

Whereas, the federally-required emergency paid sick leave under the Families First Coronavirus Response Act (FFRCA) expired on December 31, 2020; and

Whereas, the District and the Association anticipate that employees may be unable to work due to a bona fide need to care for an immediate family member who is required to quarantine for reasons relating to COVID-19; and

Whereas, any leave taken by employees from January 1, 2021 will be handled in accordance with the master contract between the District and the Association; and

Whereas, under the current Master Contract, employees are allowed to use up to five (5) days of their accrued paid sick leave as Family Illness Leave to care for an immediate family member.

Now, therefore, the District and the Association agree that an employee covered by the Master Contract between the District and the Association may utilize accrued, available paid sick leave in excess of five (5) days to allow the employee leave without loss of pay to care for an immediate family member who is required to quarantine for reasons related to COVID-19. If the employee does not have sufficient paid sick leave to cover the required quarantine period, the employee may request unpaid leave in accordance with the District's process for requesting unpaid leave. The District may require documentation from a health care provider to support the need to take Family Illness Leave due to the illness of an immediate family member.

For purposes of this MOU, an immediate family includes only the following: father, mother, son, daughter, wife, husband, brother, sister, mother-in-law, father-in-law, son-in-law, or daughter-in-law of the employee requesting leave.

Executed this 19th day of August 2021.

Des Moines Education Association

Des Moines Independent Community School District


Josh Brown, DMEA President


Dwana Bradley, Board Chair


Blake Hammond, DMEA Representative


Susan Tallman, Chief Human Resources Officer