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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ARTICLE I: PREAMBLE

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

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

ARTICLE II: RECOGNITION

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

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

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

ARTICLE III: DEFINITIONS

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

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

E. The term regular part time employee as used in this Agreement shall mean employees represented by the Association in the bargaining unit as defined and certified by the PERB who are employed less than six (6) hours each workday.

F. The term SUCCESS employee as used in this Agreement shall mean employees represented by the Association in the bargaining unit as defined and certified by the PERB who are employed six (6) hours or more each workday as a twelve (12) month non- certificated degreed professional employed by the SUCCESS Program.

G. The term sign language interpreter as used in this Agreement shall mean employees represented by the Association in the bargaining unit as defined as certified by the PERB who are employed six (6) hours or more each workday as a nine (9) month non-certificated licensed professional employed by the Learning Services Program.

H. The term probationary employee as used in this Agreement shall mean all employees, SUCCESS employee or sign language interpreter represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board. Probationary employees are required to serve the probationary period delineated in Section 279 of Iowa Code. Periods of absence from work shall not be counted toward completion of the probationary period. A probationary employee or SUCCESS employee shall have no seniority until completion of the probationary period.

I. Seniority shall be attained upon successful completion of the employee's, SUCCESS employee's or sign language interpreter's probationary period and shall be defined as the number of consecutive years of employment in the district, including the probationary years. In cases where two or more employees, SUCCESS employees or sign language interpreters begin employment on the same date, the date of application shall establish the order of seniority. Extended leaves of absence shall not be credited to the determination of an employee's, SUCCESS employee's or sign language interpreter's seniority status.

ARTICLE IV: SEPARABILITY

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

ARTICLE V: FINALITY AND EFFECT OF AGREEMENT

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

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

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

ARTICLE VI: DURATION

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

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

Des Moines Education Association

7/11/19
President Date

7-18-19
Chief Negotiator Date

Des Moines Independent Community School District

7/18/2019
Chair Date

Andrew J Bracken
Chief Negotiator Date

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.

ARTICLE VIII: PROFESSIONAL DEVELOPMENT

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

B. Professional Development Steering Committee.

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

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

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

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

ARTICLE IX: HOURS

A. Work Day.

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

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

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

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 medial 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

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

a) Ensure that IEPs are up to date according to federal law, state guidelines and district requirements (evidenced by the number of incidents of violations).

b) Provide additional support and compensation to teachers in the area of IEP development and progress monitoring outside of the contract day.

c) Staff may work from home, but documentation must be kept at school and available upon request at school.

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

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

1. Faculty and Other. An employee may be required to remain after the end of the regular workday for the purpose of attending faculty meetings or activities no more than 2 times each month. Attendance at such faculty meetings or activities shall not be required longer than one hour and 15 minutes beyond his/her pupils' regular dismissal time. Sign language interpreters shall receive compensatory time for all time spent in meetings after the regular workday. Compensatory time shall be earned in increments of reasonable rounding to the closest fifteen (15) minutes.

2. Morning/Evening Meetings or Activities. No employee shall be required to attend more than two (2) morning/evening meetings or activities outside his/her regular workday each semester.

ARTICLE X: SERVICE YEAR

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

1. All teachers with an initial license agree to participate in a two-year induction program in the District. For initial license teachers in Year 1, the contract year will be 199 days. Initial license Year 2 agree to a 196-day contract year.

2. New employees to the student services department (SLP, social worker, school psychologist, special education consultant, OT, PT AT and BCBA) agree to a service year of 199 days. Initial license Year 2 agree to a 196-day contract year. Sign Language Interpreters will have a service year of 190 days. SUCCESS employees of the bargaining unit agree to a service year of 260 days.

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

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

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

- Spring Conference Comp Day (sign language interpreters)
- Five (5) days of Spring Recess (sign language interpreters)
- Memorial Day (certified teachers, sign language interpreters and SUCCESS employees)
- Independence Day (SUCCESS employees)

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

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

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

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

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

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

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

ARTICLE XI: LEAVES OF ABSENCE

A. Prior Notice

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

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

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

B. Sick Leave

1. An employee, SUCCESS employee or sign language interpreter must report the intention to be absent from duty to the designated Employer representative by at least one hour before the employee's, SUCCESS employee's or sign language interpreter's regular starting time, but in no case later than 7:00 a.m. on the day of the absence. If possible, notification should be given on the previous day or earlier.

2. If an employee, SUCCESS employee or sign language interpreter expects to return to an assignment, the employee, SUCCESS employee or sign language interpreter must notify theimmediate supervisor of such intention no later than 45 minutes prior to normal student dismissal time on the previous day. If the employee, SUCCESS employee or sign language interpreter does not give the required notification of intent to return, and the substitute subsequently reports for duty the following morning, the substitute will be paid for an additional half day, and the pay for this will be deducted from the employee's, SUCCESS employee's or sign language interpreter's salary

3. Regular full-time employees, SUCCESS employees or sign language interpreters shall be allowed a sick leave of 15 working days during their first year of employment and 15 working days each year thereafter without loss of pay. If an employee, SUCCESS employee or signlanguage interpreter does not need to use the allotted days during the contract year, the unused days will be added to the allowance for the succeeding year.

4. Effective with the 2013-14 school years, employees (other than SUCCESS employees and sign language interpreters) may accumulate up to 115 days for use as sick leave. For SUCCESS employees and sign language interpreters, there is no limit on the total numberof days that may be accumulated. In case of absences for illness or injury in any one year exceeding the aggregate of days allotted for that year, the excess shall be deducted from the employee's, SUCCESS employee's or sign language interpreter's accumulated days. At the end of the year, any of the accumulated days which are unused shall be added to the regular allowance for the succeeding year. If an employee, SUCCESS employee or sign language interpreter is unable to begin service under the contract on the date on which the contract is designated to begin, the employee, SUCCESS employee or sign language interpreter shall nevertheless be entitled to draw compensation for any unused sick leave accumulated from prior years of service with the district, pursuant to its regulations thereto, payable at the time regular installments are due under this contract, notwithstanding the fact that actual service did not commence under this contract for the school year covered therein. If an employee, SUCCESS employee or sign language interpreter is unable to reportfor duty on the first day of the new contract and had no accumulated sick leave from whichto draw, compensation for sick leave will not be allowed under the new contract until the employee, SUCCESS employee or sign language interpreter does report, whereupon it

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

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

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

D. Adoption

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

E. Bereavement/ Hospital Leave

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

~~F. Personal Leave~~ **See Personal Leave MOU page 41**

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

~~a. An employee planning to use a personal day shall notify his/her supervisor at least two (2) working days in advance, except in cases of unforeseen emergency. Requests for personal leave must be made through the method determined by the employer.~~

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

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

~~d. Such absence may not be taken during the first or last student contact week of the semester or immediately before or after holidays or vacation periods.~~

~~e. Prior approval for the use of personal days will be waived by the Director of Human Resources for Certified Staff in an emergency. An emergency is defined as "an~~

~~unexpected occurrence or set of circumstances which require the immediate attention and presence of the employee."~~

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

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

G. Jury Duty

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

H. Sabbatical Leave

(Neither SUCCESS employees nor sign language interpreters are eligiblefor this provision.)

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

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

I. Educational/Professional Purpose

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

J. Military Reserve Training

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

K. Military Service

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

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

L. Extended Leaves without Pay

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

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

While on extended leave, the employee's interest in the retirement funds, accumulated sick leave and placement on the salary schedule shall be frozen. While no additional benefits will be provided by the Employer during the leave period, the employee may purchase such benefits. At the conclusion of the extended leave of absence, the salary of the employee shall be the salary stated on the salary schedule for the step and class for which that employee was appointed at the time of the commencement of the leave. A request for early termination of the leave agreement and reinstatement of position must be made in writing to the Office of Talent & Personnel at least thirty (30) days prior to the beginning of the new semester. The Employer shall reserve the right to delay reinstatement until the beginning of the school semester following the request. Early reinstatement before the beginning of the new semester would be contingent upon an available vacancy. An employee who is granteda leave of absence for a regular school year must indicate a desire to return at the time all other employees sign a contract for the New Year.

M. Summer School

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

N. Religious Holidays

Employees, SUCCESS employees or sign language interpreters whose religious affiliation requires the observance of holidays other than those regularly scheduled in the school calendar may be excused by the Office of Talent & Personnel without loss of compensation (current contract). Employees will be eligible to use personal leave as religious leave. If additional unpaidleave is requested, it will be granted in accordance with the law.

O. Regular Part Time Employees

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

P. Kofu, Japan Teacher Exchange

- Any DMPS teacher wishing to become an exchange teacher will fill out a leave of absence form following district procedures. The following will apply:
- A teacher who teaches 1 year in Kofu, Japan shall move 1 step on the salary

schedule upon his/her return to DMPS to teach.

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

ARTICLE XII: COMPENSATION

(SUCCESS employees and sign language interpreters are eligiblefor this provision.)

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

B. Extra Duty Pay for Supplemental Job Assignments.
(SUCCESS employees and sign language interpreters are not eligible for this provision.)

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

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

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

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

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

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

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

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

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

- BA – An employee has obtained a bachelor's degree.
- BA + 15 – An employee has earned at least 15 semester hours of approved credits beyond the bachelor's degree.
- BA + 30 – An employee has earned at least 30 semester hours of approved credits beyond the bachelor's degree.
- MA – An employee has obtained a master's degree specifically related to the field of education. Except for those master's degree programs which require 45 or more graduate credit hours, all master's degrees will be recognized for placement in this laneregardless of the number of credit hours required to obtain the master's degree.
- MA + 15 – An employee has earned at least 15 semester hours of approved credits beyond the master's degree.
- MA + 15 – A Master's Degree obtained through a program which requires 45-59 graduate credit hours for certification/licensure will be recognized for placement in this lane for the following positions: school psychologists, social workers, speech and language pathologists and other similar positions as determined by the employer.
- MA + 30 – An employee has earned at least 30 semester hours of approved credits beyond the master's degree. A master's degree obtained through a program which requires60 or more graduate credit hours will be recognized for placement in this lane.

It is understood that the phrase "hours beyond" as used in this provision means college, university or other approved credit earned after the completion of requirement for and theconferring of the applicable degree.

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

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

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

APPROVAL FOR COURSES OF STUDY

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

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

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

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

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

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

2021-2022 Schedule of Payments

September 15 and 30, 2021
October 15 and 29, 2021
November 15 and 30, 2021
December 15 and 30, 2021
January 14 and 31, 2022
February 15 and 28, 2022
March 15 and 31, 2022
April 15 and 29, 2022
May 13 and 31, 2022
June 15 and 30, 2022
July 15 and 29, 2022
August 15 and 31, 2022

ARTICLE XIII: HEALTH PROCEDURES

Nursing Mothers: It shall be the employee's responsibility to notify the principal of the needto express milk during the workday. The employee, school nurse, and principal shall meet and make arrangements that include the following: a designated location, an agreed upon numberof expression times per day and the length of time per expression. The designated locationshall be a room or location that is within the school building and will provide the employee withprivacy and sanitary conditions.

ARTICLE XIV: SAFETY PROCEDURES

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

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

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

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

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

ARTICLE 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 daysfrom 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. Suchwaivers 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 daysfrom 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

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

6. Level Three Director of Personnel responsible under the superintendent's level or his/her designee. In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved employee, SUCCESS employee or sign language interpreter shall file, within five (5) working days of the principal's or immediate supervisor's written decision at the second level, a copy of the grievance with the Director of Personnel responsible under the superintendent's level or his/her designee. Within ten (10) working days after such written grievance is filed the aggrieved and the Director of Personnel responsible under the superintendent's level or his/her designee shall meet to resolve the grievance. Director of Personnel responsible under the Administrator responsible under the superintendent's level or his/her designee shall file an answer within ten (10) working days of the third level grievance and communicateit in writing to the employee, SUCCESS employee or sign language interpreter and the principal or immediate supervisor.

7. Level Four Superintendent. In the event a grievance has not been satisfactorily resolved at the third level, the aggrieved employee, SUCCESS employee or sign language interpreter shall file, within five (5) working days of the Director of Personnel responsible under the superintendent's level or his/her designee's written decision at the third level, a copy of the grievance with the superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved and superintendent or his/her designee shall meet to resolve the grievance. The superintendent shall file an answer within ten (10) working days of the Level Four grievance meeting and communicate it in writing to the employee and the Director of Personnel responsible under the superintendent's level.

8. Level Five Binding Arbitration. (a) If the aggrieved person is not satisfied with the disposition of the grievance by the Employer, the aggrieved person and the Association shall meet within five (5) working days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration. (b) If the Association determines that the grievance is meritorious, it may, with concurrence of the aggrieved, submit the grievance to arbitration within five (5) working days. (c) Within ten (10) working days after written notice to the Employer of submission to arbitration, the Employer and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain said commitment within the specified period, a written request for a list of arbitrators shall be made to the Iowa Public Employment Relations Board (PERB). The parties, within five (5) days of receiving said list, shall attempt to mutually agree upon an arbitrator. If the parties have not so agreed within five (5) days, then, from the list of arbitrators provided by (PERB), each of the parties (the moving party striking first) shall strike one (1) name at a time from the panel until only one (1) name remains. The person whose name remains shall be the arbitrator. (d) The arbitrator so selected shall confer with the representatives of the Employer, the employee, SUCCESS employee or sign language interpreter and the Association. The arbitrator shall hold hearings promptly and shall issue his/her decision not later than fifteen (15) working days from the date of the close of the hearings. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions in the issues submitted. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her decision must be based solely and only upon his/her interpretation of the meaning or application of theexpress relevant language of the Agreement. The decision of the arbitrator shall be submitted to the Employer, the employee, SUCCESS

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

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

E. Availability of Forms. Forms for filing a grievance shall be available at the office of the Association, the office of Talent & Personnel, or the office of the principal of each buildingor online.

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

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

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

Generator Base **$31,791**
Non-degreed nurses' generator base= 83% of teachers' generator base.
Minimum salary for certificated teachers **$43,760**
Supplemental salary dollars for Induction or Blue contracts are in addition to the Salary Schedule above (refer to BLUE column)
Maximum starting salary for new certificated teachers - Step 13.
#Training increment. Not eligible to advance except upon completion of 6 semester hours of approved work during the preceding 5 yrs.
+Educators on BLUE contract will advance on the salary schedule the same way other educators advance
* Maximum step for lane
Salaries include the **$5,531 Teacher Compensation pay which is subject to change annually. You must be eligible to receive Teacher Compensation pay.

ADDITIONS TO SALARY

RN + 60 approved hrs.--
$400 additionalMA+45--
$1,000 additional to
MA+30 PHD--$2,000
additional to MA+30
LONGEVITY: (1) Those employees who have been at the maximum of their salary column for more than 1 year shall receive additional salary computed onthe % of the generator base as follows plus the amount of the embedded step:

Step	Lane	%	Longevity Amount	Longevity Step	Total 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

(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.

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 areasand 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.

SUCCESS Employee Salary Schedule

2021-2022

Step	BA Generator Base $34,334	BA+15	BA+30
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

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

Non-certificated SUCCESS employees' generator base = 108% of teachers' generator base.
Teacher Generator Base $31,791
*Highest step on schedule

ADDITIONS TO SALARY

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 ofthe embedded step:

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

(2) In addition to the above longevity, those employees who have been at Step 20 of their salary columnfor 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.

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

Temporary License

Step	Temp License
1	21.65
2	22.01
3	22.36
4	22.72

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

Appendix 3 BLUE & GREEN (Alternative) Teacher Contracts

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

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

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

If a teacher successfully completes eight years of teaching and completes the district professionaldevelopment program, earning a master's degree, he/she will be renewed for year nine on the traditional contract.

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

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

Title: Alternative Contract Reimbursements

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

Appendix: 4 Letters of Understanding 2016-2022

Letter of Understanding – Principal/DMEA Building Representation Relations

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

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

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

Letter of Understanding – Collaboration Time

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

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

Letter of Understanding-Compensation for Exempt Employees and Fair LaborStandards Act (FLSA) Changes

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

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

Letter of Understanding – Professional Labor Management and Handbook Committee

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

Letter of Understanding – Health Benefits Advisory Committee

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

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

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

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

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

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

Letter of Understanding – Special Education Additional Compensation

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 workshop hourly rate (currently 29.73) to be used at their discretion for IEP reporting and documentation (not conducting IEP meetings) outside of contract hours, with the following goals:

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

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

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

Letter of Understanding – Peer Review

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

Definition

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

Process

1. A peer group may be a group of two or more colleagues. The peer group will be self-selected. Each teacher will have a peer group. If a peer group cannot be found for ateacher, a peer group will be selected in consultation with the building administrator.
2. Peer review will be based on professional dialogue that may or may not include a classroom observation. The decision regarding classroom observation will be made by thepeergroup.
3. The peer review process will be formative and will be focused on assisting each peer group member in achieving the goals of the teacher's individual professional developmentplan. Peer reviews shall be supportive and collaborative and will be conducted in an informal manner.
4. The members of the peer group will complete the attached form after the review processis completed.
5. Peer group reviews shall not be the basis for recommending the teacher participate in anintensive assistance program and shall not be used to determine the compensation, promotion, layoff or any other determination affecting a teacher's employment status.
6. Training for peer review will be provided prior to its implementation.
7. Time required for the peer review process will be scheduled by the peer group with the Principal of the building. If a substitute teacher is needed for the peer review process, thepeer group will first contact the Principal to seek approval and to make the appropriate arrangements.

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

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:

_____ _____

_____ _____

_____ _____

Letter of Understanding-Teacher Leadership System

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

1. Selection Committee

   A. Each building site will appoint a selection committee for the TLS. The committee shall be comprised of equal numbers of teachers and administrators and at least one teacher will be appointed by the Des Moines Education Association.

   B. The committee will accept and review application for a TLS position and will make recommendations to the hiring administrator. In developing recommendations, the committee will utilize measures of teacher effectiveness and professional growth, consider the needs of the school district and review the performance and professional development of the applicants. Teachers who are selected must meet all of the qualification contained in the TLS grant and contained in the law.

2. Selection of Teacher Leaders

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

3. Assignment of Teacher Leaders

   A. Teachers assigned to TLS positions shall retain their regular teaching contract issued in accordance with Iowa Code Chapter 279 and shall be issued a supplemental contract for a one-year assignment relating to their leadership role. The supplemental contract shall not be subject to Iowa Code Chapter 279.

   B. The assignment of teachers to TLS positions shall not be subject to the transfer procedures contained in the collective bargaining agreement. No employee will be involuntarily assigned to a TLS position.

   C. Prior to the termination of a TLS supplemental contract by a teacher and no later than five (5) workdays, the teacher will give notice to the School District and will be advised if there is a vacant position for which the teacher possesses the necessary certification and endorsements. If there is a vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher in a TLs position will be so notified within five (5) calendar days of submitting his/her notice to the District and the teacher may withdraw his/her notice of termination. A teacher in a TLS position must withdraw his/her notice of termination no later than March 2. If there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements and if the teacherdoes not wish to withdraw his/her notice of termination, then the teacher ina TLS position will be given an opportunity to apply for a voluntary transferas provided by Article X for any positions which become

available after the teacher has submitted notice of termination. If, after providing notice of termination, there is a vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If, after providing notice of termination, there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then theleast senior teacher who fills a position which requires the certification andendorsements possessed by the teacher in the TLS position will be subject to layoff and the teacher in the TLS position will be assigned to that teacher's position.

D. Prior to the termination of a TLS position by the School District and no laterthan five (5) workdays, the District will give notice to the teacher and the teacher will be advised if there is a vacant position for which the teacher possesses the necessary certification and endorsements. If there is a vacant position for which the teacher possesses the necessary certificationand endorsements, then the teacher will be awarded the position. If there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements and if the teacher does not wish to withdraw his/her notice of termination, then the teacher ina TLS position will be given an opportunity to apply for a voluntary transferas provided by Article X for any positions which become available after the teacher has submitted notice of termination. If, after providing notice of termination, there is a vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If, after providing notice of termination, there is no vacant position for which the teacher in a TLS position possesses thenecessary certification and endorsements, then the least senior teacher who fills a position which requires the certification and endorsements possessed by the teacher in the TLS position will be subject to layoff andthe teacher in the TLS position will be assigned to that teacher's position.

4. Teacher Leadership Compensation

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

5. Hours of Work

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

6. Work Year

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

7. Seniority

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

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 Teacher Evaluation

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

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

3. *Vacation Periods*. Vacation schedules will be set by the employee's immediate supervisor(s) and sent to the Office of Talent & Personnel for approval. Employees may request a particular period for vacation. Vacation days may notbe taken in advance of their accrual. Those employees who are on a 12-month teacher contract are paid during Spring Break and Winter Recess, however, arenot expected to be in attendance or perform duties during those breaks.
4. *Working During Vacation.* In order to work during vacation periods, pre- approval must be received from the building administrator or immediate supervisor. Those days worked would be available as vacation to be taken laterduring the same fiscal year.
5. *Termination of Service*. Any employee on a 12-month teacher contract who islaid off, discharged, retires, or resigns prior to taking his/her vacation will be compensated for accrued vacation unused by the employee at the time of separation.

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

TLC Proposed Amendments

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

Summary of changes:

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

Summary of Changes:

TLC Position	2021-22 Revisions
School Leadership Team	• 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 • 65 projected positions ($1,300 stipend, up to 1 PD Day)
Extended Core PLC Facilitators	• Eliminate this role for 2021-2022 (overlap with District PLC Content Facilitators and School-based PLC Leaders)
PLC Leaders	• 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 • 45 projected positions ($1,008 stipend, up to 3 PD Days)
Instructional Coaches	J. No change • 109 projected positions ($3,300 stipend, up to 7 PD Days)
Mentors	K. No change • 250 projected positions ($2,500 stipend, 2nd mentee $1,500 stipend, up to 2 PD Days)
Transformational Leadership Coaches	L. No change • 3 projected positions ($7,000 stipend, up to 30 PD Days)
TLC Coordinators	M. No change • 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 • 35 Full Time FTE, 2 Half Time FTE = 37 positions

1214

1215

1216 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

Josh Brown, DMEA President

8-19-2021

Blake Hammond, DMEA Representative

Des Moines Independent Community School District

Dwana Bradley, Board Chair

Susan Tallman, Chief Human Resources Officer

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1218
1219
1220

Office of Talent & Personnel

MEMORANDUM OF UNDERSTANDING
BETWEEN DES MOINES PUBLIC SCHOOLS AND DES MOINES EDUCATION ASSOCIATION
REGARDING PERSONAL LEAVE

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, 2023.

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

1. An employee planning to use a personal day shall notify his/her supervisor at least five (5) working days in advance, except in cases of unforeseen emergency. Requests for personal leave must be made through the method determined by the employer. (Frontline - Absence Management or NOVAtime)
2. The employer will accept requests for personal leave no earlier than July 1 for the following year.
3. No personal leave will be granted during parent-teacher conferences.
4. Such absence may not be taken during the first 5 days of student contact at the beginning of the school year and the last 5 days of student contact week at the end of the school year.
5. Such absences may not be taken immediately before or after holidays or before and after vacation periods.
6. Three professional development days will be deemed restricted collaboratively by the building administrator with the building leadership team. No personal leave will be granted on the three professional development days deemed restricted. Building administration, in collaboration with the· building leadership team, will communicate the three professional development days that are prohibited for personal leave to staff no later than first contract day of the school year.
7. Prior approval for the use of personal days will be waived by the Director of Human Resources for Certified Staff Director of Human Resources for Classified Staff or in an emergency. An emergency is defined as "an unexpected occurrence or set of circumstances which require the immediate attention and presence of the employee."
8. Up to 5 unused personal days will be carried over from year to year.
9. Up to two (2) unused personal days per year may be paid out to the employee on June 30 at the District's substitute rate.

Executed this 27th day of September 2021.

Des Moines Education Association

Joshua A Brown (Sep 28, 2021 10:35 CDT)

Josh Brown, DMEA President

Blake Hammond

Blake Hammond (Sep 28, 2021 10:38 CDT)

Blake Hammond, DMEA Representative

Des Moines Independent Community School District

Dwana Bradley

Dwana Bradley, Board Chair

Susan Tallman

Susan Tallman (Sep 28, 2021 09:41 CDT)

Susan Tallman, Chief Talent & Personnel Officer

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MEMORANDUM OF UNDERSTANDING
BETWEEN DES MOINES PUBLIC SCHOOLS AND DES MOINES EDUCATION ASSOCIATION
REGARDING HOURS

DMPS and DMEA agree to amend hours clause, Article IX: A. Work Day, 8. 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 the end of the 2021-2022 school year or when the Governor ends the current Public Health Disaster Emergency, whichever occurs first.

ARTICLE IX: HOURS

A. WORK DAY
   8. Every reasonable effort will be made to provide a teacher with their scheduled planning time. Time for team planning, data teams, or other meetings will be avoidedwhen possible, during a teacher's individual scheduled planning time. **When a teacher volunteers or is required to use their scheduled planning time to cover as a substitute teacher, they will be compensated the Designated Day Assignment rate for teaching (currently $30.00 per hour) found in Appendix 2, Extra Duty Pay Schedule.**

Executed this19th day of October 2021.

Des Moines Education Association

Josh Brown (Oct 8, 2021 16:47 CDT)

Josh Brown, DMEA President

Blake Hammond
Blake Hammond (Oct 8, 2021 16:39 CDT)

Blake Hammond, DMEA Representative

Des Moines Independent Community School District

Dwana Bradley

Dwana Bradley, Board Chair

Susan Tallman
Susan Tallman (Oct 8, 2021 13:30 CDT)

Susan Tallman, Chief Talent & Personnel Officer

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MEMORANDUM OF UNDERSTANDING
BETWEEN DES MOINES PUBLIC SCHOOLS AND DES MOINES EDUCATION ASSOCIATION
REGARDING LONG-TERM ASSOCIATION LEAVE

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"). The District and DMEA agree to arrange for a Long-Term Association Leave of a District employee who is elected to serve the Iowa State Education Association or the National Education Association that would require and absence from work for the duration of the term:

1. The District shall:
   a. Grant the district employee, full-time release from his/her assigned teaching duties, this is equivalent to being granted an extended leave of absence without pay, subject to the terms of this agreement.
   b. While on extended leave, the employee's interest in the retirement funds, accumulated sick leave and placement on the salary schedule shall be frozen. While no additional benefits will be provided by the Employer during the leave period, the employee may purchase health, dental, vision or life insurance. At the conclusion of the extended leave of absence, the salary of the employee shall be the salary stated on the salary schedule for the step and class for which that employee was appointed at the time of the commencement of the leave.
   c. This arrangement is not intended and shall not cause a net staffing loss of said school/program. Upon completion of his/her term(s), the staff member has the right to return to a comparable position held prior to his/her assuming office. If a comparable position no longer exists, the District shall work with the staff member to find a suitable position befitting his/her qualifications and abilities using established District seniority, transfer, building excess policies and procedures.

2. The Association shall:
   Indemnify, protect, hold harmless, and defend the District from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses (including, without limitation, fees, disbursements and cost of attorneys, environmental consultants and experts), and all consequential damages of any kind or nature whatsoever which may at any time be imposed upon, incurred, or suffered by, or asserted or awarded against, the District directly or indirectly relating to or arising from any actions or inaction of any employee granted release time under this Agreement. The Association shall be responsible for worker's compensation for any employee granted release time under this Agreement.

3. Severability. In the event any provision of this agreement is rendered invalid or unenforceable by federal, state, or local law, rule, or regulation or is declared null and void by a court of competent jurisdiction, the remainder of the Agreement shall remain in effect, unless such removal has the effect of materially altering the obligations of either party to the extent that in the judgment of the party affected it will (a) cause serious financial hardship to such party; (b) cause such party to act in violation of its corporate articles, bylaws, policies or procedures; or (c) substantially impair the ability of such party to carry out its obligation under this Agreement or achieve the purposes of this Agreement, then the party so affected shall have the right to terminate this Agreement without further obligation upon written notice to the other party.

4. Assignment. This Agreement and the rights and obligations of the parties may not be assigned. Nothing expressed or referred to herein is intended or shall be construed to give any person, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement, or any provision herein contained, it being the intention of the parties hereto that this Agreement, the rights, obligations and responsibilities hereunder, and all other conditions and provisions hereof are for the sole benefit of the respective parties hereto.

5. Non-Waiver. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right to enforce the same, and a waiver by any party of any breach of any provision of this Agreement shall not be construed to be a waiver by such party of any breach of any other provision.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersedes all negotiations, preliminary agreements, letters, e-mails, and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter thereof.

7. Amendments. No amendment, wavier, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties or their duly authorized agents.

8. Counterparts This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one counterpart.

The parties hereto have duly approved and executed this MOU:

Des Moines Education Association

Joshua A Brown (Nov 8, 2021 07:23 PST)

Josh Brown, DMEA President

11/8/2021

Blake Hammond, DMEA Representative

Des Moines Independent Community School District

Dwana Bradley

Dwana Bradley, Board Chair

Susan Tallman

Susan Tallman (Nov 8, 2021 08:23 CST)

Susan Tallman, Chief Talent & Personnel Officer

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