

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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INTERIM SUPERINTENDENT OF SCHOOLS

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1 **ARTICLE I: PREAMBLE**

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

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

10
11 **ARTICLE II: RECOGNITION**

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

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

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

32
33 **ARTICLE III: DEFINITIONS**

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

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

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

67 **ARTICLE IV: SEPARABILITY**

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

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

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

78 The parties acknowledge that during the negotiations which resulted in this Agreement,
79 each had the unlimited right and opportunity to make proposals with respect to any subject
80 identified as bargainable under Section 9 of the Public Employment Relations Act, and that the
81 understandings and agreements arrived at by the parties after the exercise of that right and
82 opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the
83 life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise
84 exist under law to negotiate over any matter during the term of this Agreement, and each agrees
85 that the other shall not be obligated to bargain collectively with respect to any subject or matter
86 referred to, or covered in this Agreement, or with respect to any subject or matter not specifically
87 referred to or covered in this Agreement, even though such subject or matter may not have been

88 within the knowledge or contemplation of either or both of the parties at the time that they
89 negotiated or signed this Agreement.

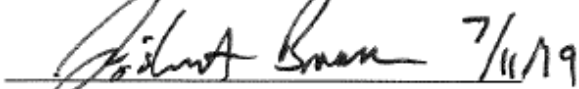
90 **ARTICLE VI: DURATION**

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

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

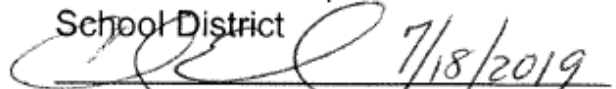
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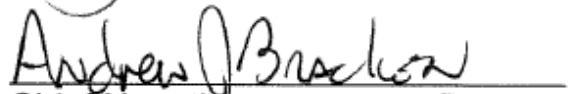
Des Moines Education Association


President Date 7/11/19


Chief Negotiator Date 7-18-19

Des Moines Independent Community
School District


Chair Date 7/18/2019


Chief Negotiator Date

100

101 **ARTICLE VII: RIGHTS**

102 **A. Public Employer Rights.** Public employers shall have, in addition to all powers, duties, and
103 rights established by constitutional provision, statute, ordinance, charter, or special act, the
104 exclusive power, duty, and the right to:

- 105 1. Direct the work of its public employees.
- 106 2. Hire, promote, demote, transfer, assign, and retain public employees in positions within
107 the public agency.
- 108 3. Suspend or discharge public employees for proper cause.
- 109 4. Maintain the efficiency of governmental operations.
- 110 5. Relieve public employees from duties because of lack of work or for other legitimate
111 reasons.
- 112 6. Determine and implement methods, means, assignments and personnel by which the
113 public employer's operations are to be conducted.
- 114 7. Take such actions as may be necessary to carry out the mission of the public employer.
- 115 8. Initiate, prepare, certify, and administer its budget.
- 116 9. Exercise all powers and duties granted to the public employer by law.

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

- 118 1. Use school facilities for general Association meetings contingent upon receipt of approval
119 from the office of the superintendent.
- 120 2. Hold Association building meetings in school buildings contingent upon receipt of approval
121 from the office of the building principal.
- 122 3. Distribute Association material through the school messenger service and building
123 mailboxes with the annual approval from the office of the superintendent.
- 124 4. Post notices of activities and matters of Association concern on Association bulletin boards
125 located in either faculty lounges or such other places as designated by the building
126 principal.
- 127 5. Direct duly authorized representatives of the Association and their respective affiliates to
128 discuss Association matters in the school building during the workday with the approval of
129 the building principal.
- 130 6. Be furnished on request regularly and routinely prepared information concerning the
131 financial condition of the district, including the annual financial report and adopted budget,
132 but nothing herein shall require the Employer to research and assemble information.

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

140 **ARTICLE VIII: PROFESSIONAL DEVELOPMENT**

- 141 A. Definitions. The Employer defines professional development training as training provided
142 employees or SUCCESS employees during the service year.
- 143 B. Professional Development Steering Committee.
- 144 1. Makeup. The Committee shall have equal representation of administrators and teachers.
145 Pursuant to Iowa Code § 284.4(1)(c), the District and Association mutually agree to
146 assign, to the existing professional development (“PD”) committee, the responsibility to
147 appoint members of the existing PD committee to the educator quality committee or to
148 authorize the existing PD committee to serve in an advisory capacity to the educator
149 quality committee.
150
- 151 The **Interim** Superintendent or his/her designee shall serve as chairperson.
- 152 2. Responsibility. The Professional Development Steering Committee shall be established to
153 make recommendations to the office of the Superintendent or his/her designee on the
154 general plan for the district’s professional development as well as the utilization of
155 Educator Quality (“EQ”) funds. The District and Association recognize that teachers are
156 necessary contributors to student and school success. Therefore, the recommendations
157 for District-provided or sponsored in-service/professional development training/activities
158 shall be collaboratively developed by the District and the Association.
- 159 3. Released Time. Members of the Professional Development Steering Committee shall be
160 granted released time to fulfill their responsibilities upon receipt of approval by the Office
161 of Talent & Personnel. Attendance of employees at Professional Development Steering
162 Committee meetings outside the parameters of the workday shall not be used in lieu of
163 other employee obligations outside the parameters of the workday.

164 **ARTICLE IX: HOURS**

- 165 A. Work Day.
- 166 1. Length of Day. The total workday shall consist of not more than 7 hours and 45 minutes
167 and shall include a scheduled duty-free lunch period as provided to employees or
168 SUCCESS employees under subsection 3 of this article. The total workday shall consist of
169 not more than 7 hours and 30 minutes and shall include ascheduled duty-free lunch
170 period as provided to employees under subsection 3 of this article.
- 171 2. Arrival and Dismissal Time. The Employer shall determine the arrival and departure time
172 for each employee or SUCCESS employee. Employees or SUCCESS employees shall not
173 be required to remain in thebuilding after students have vacated the building or 90
174 minutes thereafter on professional development adjusted-dismissal Wednesdays
175 preceding a holiday or vacation, or designated parent-teacher conference flex day.
- 176 SUCCESS employees are frequently required to provide service outside the parameters
177 of the teacher’s workday and will work flexible hours. When the total hours worked per
178 pay period exceed 77.5 hours; hours will normally be adjusted to another day within the
179 same pay period. Time should not be carried over from one pay period to another and
180 may not be used as a substitute for vacation time. Should hours be adjusted to another
181 pay period, an adjustment may be requested by the SUCCESS employee and will be
182 determined by the Employer.
- 183 3. Lunch Period. Employees or SUCCESS employees shall have a scheduled duty-free
184 lunch period of at least 30 uninterrupted minutes. They shall not be required to be

185 available during this scheduled lunch period for conferences with students or parents or for
186 supervision unless an emergency situation arises involving the safety of students or their
187 presence is required by law.

188 4. Leaving the Building. Employees or SUCCESS employees may leave their building during
189 the time encompassed by the employee's or SUCCESS employee's workday upon
190 receipt of permission from their principal, their supervisor, or the Employer's appointed
191 designee.

192 5. The following in-service time will change from building directed to teacher directed: the
193 day before the first day of school will be a half day of building directed and a half day of
194 teacher directed time. An additional half-day of teacher-directed time will be provided
195 during the first two pre-service; the day after the last day of school will be all teacher
196 directed.

197 6. Every reasonable effort will be made to provide a teacher with his/her scheduled planning
198 time. Time for team planning, data teams, or other meetings will be avoided when
199 possible, during a teacher's individual scheduled planning time.

200 7. It is the responsibility of the employee to use compensatory (comp) time each semester
201 as follows:

202 a) Comp time must be pre-approved by the supervisor.

203 b) Comp time must be recorded in NOVAtime for approval by the supervisor.

204 c) Comp time will be accumulated by day.

205 d) Comp time can be used for a late start/early out.

206 e) All comp time earned Jul 1-Dec 31 each school year must be used by Dec 31st.

207 f) All comp time earned Jan 1-Jun 30 each school year must be used by June 30th.

208 g) Unused comp time will not be paid out at the end of the semester or school year.

209 h) Comp time will be monitored for appropriate earning, accumulation, and usage.

210 8. Special education teachers (school based special education teachers with a roster of
211 students) will be permitted up to 40 hours at the workshop hourly rate (currently
212 **\$30.94/hour**) to be used at their discretion for IEP reporting and documentation (not
213 conducting IEP meetings) outside of contract hours, with the following goals:

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

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

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

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

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

227 1. Faculty and Other. An employee may be required to remain after the end of the regular

228 workday for the purpose of attending faculty meetings or activities no more than 2 times
229 each month. Attendance at such faculty meetings or activities shall not be required longer
230 than one hour and 15 minutes beyond his/her pupils' regular dismissal time.

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

234 **ARTICLE X: SERVICE YEAR**

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

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

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

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

- 248 • Labor Day (certified teachers and SUCCESS employees)
- 249 • Fall Conference Comp Day - Day before Thanksgiving (SUCCESS employees)
- 250 • Thanksgiving Day (2 days) (certified teachers and SUCCESS employees)
- 251 • Spring Conference Comp Day
- 252 • Five (5) days of Spring Recess
- 253 • Memorial Day (certified teachers and SUCCESS employees)
- 254 • Independence Day (SUCCESS employees)

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

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

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

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

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

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

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

280 **ARTICLE XI: LEAVES OF ABSENCE**

281 **A. Prior Notice**

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

287 How to navigate to the form: [@DMPS Resource Center](#) / [Human Resources](#) / [Forms &](#)
288 [Processes button](#) / Group By: Leave Requests

289
290 2. If an employee or SUCCESS employee expects to return to the assignment, the
291 employee or SUCCESS employee must notify the immediate Employer representative
292 of such intention by no later than 45 minutes prior to normal student dismissal time on
293 the previous day. If the employee or SUCCESS employee does not give the required
294 notification of intent to return and the substitute subsequently reports for duty the
295 following morning, the substitute will be paid for an additional half day, and the pay for
296 this will be deducted from the employee's or SUCCESS employee's salary.

297 **B. Sick Leave**

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

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

310 3. Regular full-time employees or SUCCESS employees shall be allowed a sick leave of
311 15 working days during their first year of employment and 15 working days each year
312 thereafter without loss of pay. If an employee or SUCCESS employee does not need
313 to use the allotted days during the contract year, the unused days will be added to the

314 allowance for the succeeding year.

- 315 4. Effective with the 2013-14 school years, employees (other than SUCCESS
316 employees) may accumulate up to 115 days for use as sick leave. For SUCCESS
317 employees, there is no limit on the total number of days that may be accumulated. In
318 case of absences for illness or injury in any one year exceeding the aggregate of days
319 allotted for that year, the excess shall be deducted from the employee's or SUCCESS
320 employee's accumulated days. At the end of the year, any of the accumulated days
321 which are unused shall be added to the regular allowance for the succeeding year. If
322 an employee or SUCCESS employee is unable to begin service under the contract on
323 the date on which the contract is designated to begin, the employee, or SUCCESS
324 employee shall nevertheless be entitled to draw compensation for any unused sick
325 leave accumulated from prior years of service with the district, pursuant to its
326 regulations thereto, payable at the time regular installments are due under this
327 contract, notwithstanding the fact that actual service did not commence under this
328 contract for the school year covered therein. If an employee or SUCCESS employee is
329 unable to report for duty on the first day of the new contract and had no accumulated
330 sick leave from which to draw, compensation for sick leave will not be allowed under
331 the new contract until the employee or SUCCESS employee does report, whereupon it
332 will become retroactive. Except for employees approved for early retirement effective
333 in the 2003 school year and thereafter, all accumulated sick leave is forfeited upon
334 termination of employment.

335 C. Family Illness Leave

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

341 D. Adoption

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

343 E. Bereavement/ Hospital Leave

- 344 1. In case of the death of spouse or (step) child of a regular full-time employee or
345 SUCCESS employee, or the employee's or SUCCESS employee's, or spouse's (step)
346 father, (step) mother, (step) brother, (step) sister, legal dependent, grandparent or (step)
347 grandchildren the employee shall be granted permission to be absent from duty for as
348 many days, not to exceed five, during the individual employee's or SUCCESS employee's
349 service year as may be necessary for attendance at the funeral and for any other
350 purposes directly arising out of said death, and no deduction of pay shall be made for the
351 days of absence so granted.
- 352 2. Up to 2 of the 5 allowed bereavement days (per the comprehensive agreement) may be
353 Funeral Leave.
- 354 3. In case of the death of other relative or person of unusually close personal relationship,
355 one day, or two half days, of absence shall be allowed during the individual's service year
356 without loss of pay for attendance at the funeral if the funeral is held within a 50-mile
357 radius of Des Moines. If the funeral is being held outside the 50-mile radius of Des
358 Moines, one day of absence shall be allowed. The Office of Talent & Personnel shall have
359 the authority to extend the above provisions for any other purpose directly arising out of
360 said death, and no deduction of pay shall be made for the days of absence required.

- 361 4. An employee who is paid while on bereavement leave during his/her extended service
362 year shall have the obligation to complete his/her extended work assignment at no
363 additional pay.

364 ~~F. Personal Leave~~ **See Personal Leave MOU page 38**

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

- 367 ~~a. An employee planning to use a personal day shall notify his/her supervisor at least two~~
368 ~~(2) working days in advance, except in cases of unforeseen emergency. Requests for~~
369 ~~personal leave must be made through the method determined by the employer.~~
- 370 ~~b. The employer will accept requests for personal leave no earlier than July 1 for the~~
371 ~~following year.~~
- 372 ~~c. No personal leave will be granted during parent teacher conferences.~~
- 373 ~~d. Such absence may not be taken during the first or last student contact week of the~~
374 ~~semester or immediately before or after holidays or vacation periods.~~
- 375 ~~e. Prior approval for the use of personal days will be waived by the Director of Human~~
376 ~~Resources for Certified Staff in an emergency. An emergency is defined as "an~~
377 ~~unexpected occurrence or set of circumstances which require the immediate attention and~~
378 ~~presence of the employee."~~
- 379 ~~f. Up to 5 unused personal days will be carried over from year to year.~~
- 380 ~~g. Up to two (2) unused personal days per year may be paid out to the employee on June~~
381 ~~30 at the District's substitute rate.~~

382 G. Jury Duty

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

389 H. Sabbatical Leave

390 (SUCCESS employees are not eligible for this provision.)

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

401 The office of Talent & Personnel shall make selection of an employee for receipt of
402 sabbatical leave. While on leave, an employee may not engage in full time employment
403 except upon receipt of written permission from the office of Talent & Personnel Officer. This
404 does not preclude acceptance of fellowships or other grants or gifts. Regular full-time
405 employees who have been granted a sabbatical leave will agree to return to the service of

406 the Employer for a period equal to two (2) times the length of the sabbatical leave. If an
407 employee does not fulfill this obligation to return to regular service at the expiration of the
408 leave, all pay received during the leave will become immediately due and payable to the
409 Employer.

410 I. Educational/Professional Purpose

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

418 J. Military Reserve Training

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

424 K. Military Service

425 Leaves of absence are granted for military purposes, not to exceed the enlistment or draft
426 period. On completion of the military service, the salary of the employee or SUCCESS
427 employee is entitled to reinstatement at the same wages he/she would have received had
428 he/she not taken such a leave, but subject to the following conditions: That the position was
429 not abolished, that he/she is physically and mentally capable of performing the duties of the
430 position, that he/she makes written application for reinstatement to the Office of Talent &
431 Personnel within ninety (90) days after termination of military service, that he/she submits an
432 honorable or general discharge from the military service, and that he/she has the appropriate
433 license(s) and certifications(s).

434 L. Extended Leaves without Pay

435 Employees or SUCCESS employees may request extended leaves of absence without pay
436 for a period of time to be terminated at the conclusion of the semester during which leave
437 commenced or for one additional semester following the conclusion of the semester in
438 which the leave commenced. An employee shall file an application in the Office of Talent &
439 Personnel.

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

445 While on extended leave, the employee's interest in the retirement funds, accumulated sick
446 leave and placement on the salary schedule shall be frozen. While no additional benefits will
447 be provided by the Employer during the leave period, the employee may purchase such
448 benefits. At the conclusion of the extended leave of absence, the salary of the employee shall
449 be the salary stated on the salary schedule for the step and class for which that employee
450 was appointed at the time of the commencement of the leave. A request for early termination
451 of the leave agreement and reinstatement of position must be made in writing to the Office
452 of Talent & Personnel at least thirty (30) days prior to the beginning of the new semester.
453 The Employer shall reserve the right to delay reinstatement until the beginning of the school
454 semester following the request. Early reinstatement before the beginning of the new

455 semester would be contingent upon an available vacancy. An employee who is granted a
456 leave of absence for a regular school year must indicate a desire to return at the time all
457 other employees sign a contract for the New Year.

458 M. Summer School

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

462 N. Religious Holidays

463 Employees or SUCCESS employees whose religious affiliation requires the observance of
464 holidays other than those regularly scheduled in the school calendar may be excused by
465 the Office of Talent & Personnel without loss of compensation (current contract).

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

468 O. Regular Part Time Employees

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

474 P. Kofu, Japan Teacher Exchange

- 475 – Any DMPS teacher wishing to become an exchange teacher will fill out a leave of
476 absence form following district procedures. The following will apply:
- 477 – A teacher who teaches 1 year in Kofu, Japan shall move 1 step on the salary
478 schedule upon his/her return to DMPS to teach.
- 479 – A teacher who chooses to teach a 2nd year in Kofu, Japan shall move 1 step on the
480 salary schedule from the time he/she left DMPS as a teacher and returns to DMPS to
481 teach.
- 482 – If a teacher chooses to teach a 3rd year in Kofu, Japan, the teacher must resign from
483 his/her DMPS teaching contract within 21 days of being issued a DMPS teaching
484 contract for the next school year.
- 485 – DMPS teachers will continue to have access to their DMPS email while teaching in
486 Kofu, Japan.
- 487 – Upon return to DMPS to teach after teaching 1 or 2 years in Kofu, Japan, the teacher
488 shall be assigned a teaching position following procedures for excess teachers.

489 **ARTICLE XII: COMPENSATION**

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

491 A. Basic Salary of Employees.

492 The basic salary of regular full-time employees and SUCCESS employees covered by this
493 Agreement is set forth in Appendix 1, which is attached to and incorporated into this
494 Agreement. The basic salary of regular part time employees shall be at a ratio proportionate to
495 the employees' part time condition of employment.

496 B. Extra Duty Pay for Supplemental Job Assignments.

497 (SUCCESS employees are not eligible for this provision.)

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

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

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

517 C. Extra Pay for Extra Duties.

518 Extra activities for which an employee or SUCCESS employee may receive extra pay will be
519 assigned on an individual basis between the employee or SUCCESS employee to perform
520 the service and the Employer. No such assignment shall exceed duration of one year. An
521 employee or SUCCESS employee assigned extra duties will be paid on the schedule of
522 Supplemental Pay for Extra Duties as set forth in Appendix 2 which is attached hereto and
523 incorporated into this Agreement.

524
525 As a condition for receipt of extra pay, an employee or SUCCESS employee shall be
526 expected to provide service to fulfill all job responsibilities associated with assigned extra
527 duties.

528 D. Effective Date.

529 The salary and supplemental pay schedules contained in this Agreement shall take effect
530 on August 1, 2022. Deferred payments to employees for work performed prior to this
531 collective bargaining agreement will be made with reference to the salary schedule in effect
532 when the work was performed.

533 E. Reclassification.

534 When a college course credit or other acceptable credit is to be used for the purpose of
535 advancement on the salary schedule (or to maintain eligibility for employment), such credit,
536 when appropriate, must receive approval by the Office of [Talent & Personnel](#). SUCCESS
537 employees may only be eligible for BA + 15 and BA + 30.

538
539 Employees shall be assigned to a salary lane in Appendix 1 as follows:

- 540 • BA – An employee has obtained a bachelor's degree.
- 541 • BA + 15 – An employee has earned at least 15 semester hours of approved credits
542 beyond the bachelor's degree.
- 543 • BA + 30 – An employee has earned at least 30 semester hours of approved credits
544 beyond the bachelor's degree.

- 545 • MA – An employee has obtained a master’s degree specifically related to the field of
546 education. Except for those master’s degree programs which require 45 or more
547 graduate credit hours, all master’s degrees will be recognized for placement in this
548 lane regardless of the number of credit hours required to obtain the master’s degree.
- 549 • MA + 15 – An employee has earned at least 15 semester hours of approved credits
550 beyond the master’s degree.
- 551 • MA + 15 – A Master’s Degree obtained through a program which requires 45-59
552 graduate credit hours for certification/licensure will be recognized for placement in this
553 lane for the following positions: school psychologists, social workers, speech and
554 language pathologists and other similar positions as determined by the employer.
- 555 • MA + 30 – An employee has earned at least 30 semester hours of approved credits
556 beyond the master’s degree. A master’s degree obtained through a program which
557 requires 60 or more graduate credit hours will be recognized for placement in this lane.

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

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

562 Employees who earned their master’s degree ON or BEFORE June 30, 2016,
563 were placed on the salary schedule at MA+15 or MA+30 in accordance with the “old
564 method”, shall not be stripped of those designations by retroactively applying language
565 that went into effect after June 30, 2016.

566 567 **APPROVAL FOR COURSES OF STUDY**

568 **Degree Program Approval.** Employees may submit their course of study
569 approved by the degree-granting institution to the Office of [Talent & Personnel](#) for
570 approval *prior* to the beginning of course work. If approved by the [Talent & Personnel](#)
571 office, no other approval is required for this course of study.

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

576 **Professional Development.** Credit approval will be granted from completed
577 transcripts provided to the Office of [Talent & Personnel](#). Professional development
578 courses offered by the Des Moines Public Schools/Heartland AEA 11 and accredited
579 universities must receive approval from Office of [Talent & Personnel](#) prior to the
580 beginning of the course for acceptance to advance on the salary schedule. If the Office of
581 [Talent & Personnel](#) does not accept a requested course, the individual(s) may appeal to a
582 review committee within five (5) business days. The review committee shall consist of the
583 Association President, curriculum coordinator, and Associate Superintendent, or a
584 designee of their choosing. Decisions of the review committee will not be subject to the
585 grievance procedure. A photocopy of the certified transcript from the training institution or
586 completion of course work certificate for staff development must be submitted to the Office
587 of [Talent & Personnel](#) for evaluation by September 15 in order that the salary of the
588 employee can be changed from one class to another when applicable. The salary
589 increase as a result of reclassification will be retroactive to the effective date of the salary

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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, 2022	December 2022
February 15, 2023	Fall of 2023

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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 year of 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 his/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.

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2022-2023 Schedule of Payments

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- September 15 and 30, 2022
- October 14 and 31, 2022
- November 15 and 30, 2022
- December 15 and 30, 2022
- January 13 and 31, 2023
- February 15 and 28, 2023
- March 15 and 31, 2023
- April 14 and 28, 2023
- May 15 and 31, 2023
- June 15 and 30, 2023
- July 14 and 31, 2023
- August 15 and 31, 2023

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ARTICLE XIII: HEALTH PROCEDURES

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Nursing Mothers: It shall be the employee's responsibility to notify the principal of the need to 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 number of expression times per day and the length of time per expression. The designated location shall be a

630 room or location that is within the school building and will provide the employee with privacy and
631 sanitary conditions.

632 **ARTICLE XIV: SAFETY PROCEDURES**

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

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

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

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

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

650 **ARTICLE XV: GRIEVANCE PROCEDURE**

651 A. Definitions.

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

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

661 C. Procedure.

- 662 1. Time Limits and Waiver. Failure of an employee or SUCCESS employee to initiate Level
663 One on any alleged grievance within ten (10) working days from time of the occurrence of
664 the alleged violation shall act as a bar to any written appeal at any step under these
665 procedures. The parties by mutual agreement may waive either the time limits or the
666 steps for processing on a case-by-case basis. Such waivers shall be in writing.
- 667 2. Association Grievance. An Association grievance filed on behalf of a group of employees
668 will begin the grievance process at Level Three within ten (10) working days from time of
669 the occurrence of the alleged violation.
- 670 3. Year-End Grievance. In the event a grievance is filed at such time that it cannot be

671 processed through all steps in this grievance procedure by the end of the school year
672 and, if left unresolved until the beginning of the following school year, could result in
673 irreparable harm to a party in interest, the time limits set forth herein shall be reduced so
674 that the grievance procedure may be exhausted prior to the end of the school year or
675 within a maximum of 30 days thereafter. Reduction of the time limit shall be with mutual
676 consent.

- 677 4. Level One Principal or Immediate Supervisor (Informal). An employee or SUCCESS
678 employee with a grievance shall first discuss it with the principal or immediate supervisor,
679 with the objective of resolving the matter informally.
- 680 5. Level Two Principal or Immediate Supervisor (Formal). If the grievance cannot be
681 resolved informally, the aggrieved employee or SUCCESS employee shall file the
682 grievance in writing and, at mutually agreeable time, discuss the matter with the principal
683 or immediate supervisor. The form for filing the grievance shall be designed by the
684 Association, and subject to the approval of the Employer. The written grievance shall
685 state the nature of the grievance and shall state the remedy requested. The filing of the
686 formal, written grievance at the second step must be within fifteen (15) working days after
687 the date of occurrence of the event giving rise to the grievance. The principal or
688 immediate supervisor shall make a decision on the grievance and communicate it in
689 writing to the employee or SUCCESS employee within ten (10) working days after receipt
690 of the grievance.
- 691 6. Level Three Director of Personnel responsible under the superintendent's level or his/her
692 designee. In the event a grievance has not been satisfactorily resolved at the second
693 level, the aggrieved employee or SUCCESS employee shall file, within five (5) working
694 days of the principal's or immediate supervisor's written decision at the second level, a
695 copy of the grievance with the Director of Personnel responsible under the
696 superintendent's level or his/her designee. Within ten (10) working days after such written
697 grievance is filed the aggrieved and the Director of Personnel responsible under the
698 superintendent's level or his/her designee shall meet to resolve the grievance. Director of
699 Personnel responsible under the Administrator responsible under the superintendent's
700 level or his/her designee shall file an answer within ten (10) working days of the third level
701 grievance and communicate it in writing to the employee or SUCCESS employee and the
702 principal or immediate supervisor.
- 703 7. Level Four Superintendent. In the event a grievance has not been satisfactorily resolved
704 at the third level, the aggrieved employee or SUCCESS employee shall file, within five (5)
705 working days of the Director of Personnel responsible under the superintendent's level or
706 his/her designee's written decision at the third level, a copy of the grievance with the
707 superintendent. Within ten (10) working days after such written grievance is filed, the
708 aggrieved and superintendent or his/her designee shall meet to resolve the grievance.
709 The superintendent shall file an answer within ten (10) working days of the Level Four
710 grievance meeting and communicate it in writing to the employee and the Director of
711 Personnel responsible under the superintendent's level.
- 712 8. Level Five Binding Arbitration. (a) If the aggrieved person is not satisfied with the
713 disposition of the grievance by the Employer, the aggrieved person and the Association
714 shall meet within five (5) working days of disposition of the grievance to discuss the merits
715 of submitting the grievance to arbitration. (b) If the Association determines that the
716 grievance is meritorious, it may, with concurrence of the aggrieved, submit the grievance
717 to arbitration within five (5) working days. (c) Within ten (10) working days after written
718 notice to the Employer of submission to arbitration, the Employer and the Association

719 shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a
720 commitment from said arbitrator to serve. If the parties are unable to agree upon an
721 arbitrator or to obtain said commitment within the specified period, a written request for a
722 list of arbitrators shall be made to the Iowa Public Employment Relations Board (PERB).
723 The parties, within five (5) days of receiving said list, shall attempt to mutually agree upon
724 an arbitrator. If the parties have not so agreed within five (5) days, then, from the list of
725 arbitrators provided by (PERB), each of the parties (the moving party striking first) shall
726 strike one (1) name at a time from the panel until only one (1) name remains. The person
727 whose name remains shall be the arbitrator. (d) The arbitrator so selected shall confer
728 with the representatives of the Employer, the employee or SUCCESS employee and the
729 Association. The arbitrator shall hold hearings promptly and shall issue his/her decision
730 not later than fifteen (15) working days from the date of the close of the hearings. The
731 arbitrator's decision shall be in writing and shall set forth his/her findings of fact,
732 reasoning, and conclusions in the issues submitted. The arbitrator, in his/her opinion,
733 shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her
734 decision must be based solely and only upon his/her interpretation of the meaning or
735 application of the express relevant language of the Agreement. The decision of the
736 arbitrator shall be submitted to the Employer, the employee or SUCCESS employee, and
737 the Association, and shall be binding on the parties. (e) The costs for the services of the
738 arbitrator, including per diem expenses, necessary travel, subsistence expenses, and
739 cost of the hearing room shall be borne equally by the Employer and the Association. The
740 party incurring same shall pay any other expenses incurred.

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

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

754 F. Discriminating Action Prohibited. The Employer shall not discriminate against an employee or
755 SUCCESS employee for filing a grievance.

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

760 **Certificated Teachers Salary Schedule**

Step	RN	RN+30	**BA	**BA+15	**BA+30	**MA	**MA+15	**MA+30	**MA+45	**PHD
	Generator Base \$27,030		Generator Base \$32,566							
1	30,476	33,923	44,830	46,458	47,761	48,819	50,447	52,076	53,076	54,076
2	31,051	34,497	44,830	46,458	47,761	48,819	50,447	52,076	53,076	54,076
3	32,199	35,646	44,830	46,458	47,761	48,819	50,447	52,076	53,076	54,076
4	33,348	36,795	46,295	47,923	49,226	50,447	52,076	53,704	54,704	55,704
5	34,565	38,011	47,761	49,389	50,691	52,076	53,704	55,332	56,332	57,332
6	35,849	39,295	49,226	50,854	52,157	53,704	55,332	56,960	57,960	58,960
7	37,132	40,579	50,691	52,320	53,622	55,332	56,960	58,589	59,589	60,589
8	40,139	41,829	52,157	53,785	55,169	56,960	58,589	60,217	61,217	62,217
9		44,937	53,704	55,332	56,798	58,670	60,217	61,845	62,845	63,845
10			55,332	56,960	58,426	60,461	61,845	63,474	64,474	65,474
			#	#	#	#	#	#	#	#
11			56,960	58,589	60,054	62,252	63,555	65,102	66,102	67,102
12			*58,589	*60,217	*60,868	64,044	65,346	66,730	67,730	68,730
13						*65,835	*67,137	*68,440	*69,440	*70,440

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

762 Generator Base **\$32,566**

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

764 Minimum salary for certificated teachers **\$44,830**

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

766 * Maximum step for lane

767 **Salaries include the **\$5,669** Teacher Compensation pay which is subject to change annually. You must be eligible to receive Teacher Compensation pay.

771 **ADDITIONS TO SALARY**

772 RN + 60 approved hrs.--

773 \$400 additionalMA+45-

774 \$1,000 additional to

775 MA+30 PHD--\$2,000

776 additional to MA+30

777 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	2,365	641	40,139
Steps 9 and above	RN+30	9.25	2,500	608	44,937
Steps 13 and above	BA	11.75	3,827	814	63,230
Steps 13 and above	BA+15	12.25	3,989	814	65,020
Steps 13 and above	BA+30	12.75	4,125	977	65,997
Steps 14 and above	MA	13.25	4,315	896	71,045
Steps 14 and above	MA+15	13.75	4,478	896	72,511
Steps 14 and above	MA+30	14.25	4,641	2,687	75,768

780 (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=**\$676**; and BA through MA+30=**\$814**. This amount should be added to the "Total Salary" listed in the above table.

781 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.

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**SUCCESS Employee Salary Schedule
2022-2023**

	BA	BA+15	BA+30
Step	Generator Base \$36,474		
1	41,124	42,948	44,772
2	41,900	43,723	45,547
3	43,450	45,273	47,097
4	45,000	46,823	48,647
5	46,641	48,465	50,289
6	48,374	50,197	52,021
*7	50,106	51,930	53,754

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

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Non-certificated SUCCESS employees' generator base = 112% of teachers' generator base. Teacher Generator Base \$32,566
*Highest step on schedule

ADDITIONS TO SALARY

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

STEP	LANE	%	LONGEVITY AMOUNT	LONGEVITY STEP	TOTAL SALARY
Steps 8 and 9	BA	8.75	3,191	864	54,163
Steps 8 and 9	BA+15	9.25	3,374	864	56,170
Steps 8 and 9	BA+30	9.75	3,556	864	58,176
Step 10 and Above	BA	9.25	3,374	864	54,346
Step 10 and Above	BA+15	9.75	3,556	864	56,352
Step 10 and Above	BA+30	10.25	3,739	864	58,359

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(2) In addition to the above longevity, those employees who have been at Step 20 of their salary column for more than one year (Steps 21 and above) shall receive additional salary/longevity at 2.5% of the generator base: SUCCESS=\$911. This amount should be added to the "Total Salary" listed in the above table.

Appendix 2: 2022-2023 Extra Duty Pay Schedule

Unless otherwise noted, all compensation is expressed as a % of \$32,566

Extra Duty Pay Schedule	%	YEAR	AMOUNT
Academic Decathlon Asst HS			
Academic Decathlon Head HS	14.8	Year	4,820
Adjunct Virtual Teacher HS		Sem	2,500
Agri Science HS	12.1	Year	3,940
Brother to Brother	10.6	Year	3,452
Cheerleading HS Asst	10.6	Year	3,452
Cheerleading HS Head	21.2	Year	6,904
Cheerleading MS	6.6	Year	2,149
Choreography HS	5.3	Year	1,726
Color Guard HS	10.6	Year	3,452
Culinary Arts HS			
Culture and Climate Lead			
Dance Team HS	10.6	Year	3,452
Drama Asst HS	10.6	Year	3,452
Dramatics HS Head	18	Year	5,862
Dream to Teach Mentor	6.2	Year	2,019
Dream to Teach Program Coord	12.1	Year	3,940
Drum Line HS	10.6	Year	3,452
Flex Academy Leader HS	3.2	Year	1,054
Forensics/Debate Asst HS			
Forensics/Debate Head HS	14.8	Year	4,820
G/T Building Advocate			
G/T Consultant	10.6	Year	3,452
Grief Response Team Leader	5.2	Year	1,693
GSA-Gender Sexuality Alliance HS	6.2	Year	2,019
GSA-Gender Sexuality Alliance MS	5.3	Year	1,726
Home Instruction Coord	10.6	Year	3,452
Intern Assistant Principal EL	10.6	Year	3,452
International Program District Wide	22.55	Year	7,344
Intramurals MS			
Journalism HS	10.6	Year	3,452
Jr ROTC Drill Team HS	10.6	Year	3,452
Marine Science HS	12.1	Year	3,940
Music - Elem Instrumental- Full	2	Year	651
Music - Elem Vocal Building Full	2	Year	651
Music - HS Band Assistant	10.6	Year	3,452
Music - HS Band Head	18	Year	5,862
Music - HS Jazz Band	10.6	Year	3,452

Extra Duty Pay Schedule	%	YEAR	AMOUNT
Music - HS Orchestra Asst	10.6	Year	3,452
Music - HS Orchestra Head	18	Year	5,862
Music - HS Show Choir	10.6	Year	3,452
Music - HS Vocal Accompanist	5.3	Year	1,726
Music - HS Vocal Asst	10.6	Year	3,452
Music - HS Vocal Head	18	Year	5,862
Music - MS Vocal	5.4	Year	1,759
Music- MS Instrumental	5.4	Year	1,759
Psychologist	10.6	Year	3,452
Pep Club HS			
Sisters for Success	10.6	Year	3,452
Social Worker	10.6	Year	3,452
Special Olympics HS	7.1	Year	2,312
SPED Behavior Strategist	10.6	Year	3,452
SPED Consultant Teacher	10.6	Year	3,452
SPED Curriculum Facilitator	10.6	Year	3,452
SPED Lead Support	10.6	Year	3,452
Speech Coach HS	9.6	Year	3,126
Student Government HS	5.3	Year	1,726
Technology Specialist Level 1 (0-349 Students)	3.2	Year	1,042
Technology Specialist Level 2 (350-699 Students)	6.3	Year	2,052
Technology Specialist Level 3 (700+ Students)	9.6	Year	3,126
Testing Specialist - EL	2.1	Year	684
Urban Art Site Coord HS	10.6	Year	3,452
Urban Leadership HS	12.1	Year	3,940
Wellness Champion		Year	500
Wild Card Activity HS	7.1	Year	2,312
Wild Card Activity MS	6.4	Year	2,084
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

Extra Duty Pay Schedule	%	YEAR	AMOUNT
School Leadership Team Leader		Year	1,000
TLC Coordinator		Year	7,000
Speech Language Pathologists	10.6	Year	3,370
Audiologists	10.6	Year	3,370
Autism Strategists	10.6	Year	3,370
Occupational Therapists	10.6	Year	3,370
Physical Therapists	10.6	Year	3,370
Athletics			
Baseball/Softball HS Asst Coach	12.7	Year	4,150
Baseball/Softball HS Head Coach	20.8	Year	6,759
Basketball HS Asst Coach	14.2	Year	4,617
Basketball HS Head Coach	25.0	Year	8,151
Basketball MS Asst Coach	5.3	Year	1,711
Basketball MS Head Coach	6.5	Year	2,130
Bowling HS Head Coach	11.3	Year	3,694
Cross Country HS Asst Coach	10.2	Year	3,336
Cross Country HS Head Coach	15.8	Year	5,147
Cross Country MS Head Coach	6.5	Year	2,130
Cross Country MS Asst Coach	5.3	Year	1,711
Football HS Asst Coach	14.3	Year	4,648
Football HS Head Coach	25.2	Year	8,208
Football MS Asst Coach	5.3	Year	1,711
Football MS Head Coach	6.5	Year	2,130
Golf HS Head Coach	14.3	Year	4,654
Golf HS Asst Coach			
Soccer HS Asst Coach	11.8	Year	3,836
Soccer HS Head Coach	18.0	Year	5,874
Soccer MS Asst Coach	5.3	Year	1,711
Soccer MS Head Coach	6.5	Year	2,130
Swimming HS Asst Coach	11.7	Year	3,802
Swimming HS Diving Coach	11.7	Year	3,802
Swimming HS Head Coach	20.5	Year	6,689
Swimming MS Head Coach			
Swimming MS Asst Coach			
Tennis HS Asst Coach		Year	
Tennis HS Head Coach	14.8	Year	4,804
Track HS Asst Coach	12.7	Year	4,139
Track HS Head Coach	19.9	Year	6,489
Track MS Asst Coach	5.3	Year	1,711
Track MS Head Coach	6.5	Year	2,130

Extra Duty Pay Schedule	%	YEAR	AMOUNT
Volleyball HS Asst Coach	12.3	Year	3,995
Volleyball HS Head Coach	20.2	Year	6,588
Volleyball MS Asst Coach	5.3	Year	1,711
Volleyball MS Head Coach	6.5	Year	2,130
Wrestling HS Asst Coach	13.8	Year	4,507
Wrestling HS Head Coach	23.3	Year	7,582
Wrestling MS Asst Coach	5.3	Year	1,711
Wrestling MS Head Coach	6.5	Year	2,130
Activities Department			
Activities Coordinator MS	26.5	Year	8,630
Assistant Activities Director HS	26.5	Year	8,630
Equipment Manager			
Weight Room			
Summer Assignments			
Curriculum Development - Voluntary w/Diminished Student Contact	0.00095	Hour	30.94
Teaching - Voluntary w/Student Contact	0.00095	Hour	30.94
Designated Day Assignments			
Staff Development - Voluntary Participation	0.00095	Hour	30.94
Teaching - Voluntary w/Student Contact	0.00095	Hour	30.94

810

811

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

813 The Steering Committee for the Alternative Contract will consist of 6 members (District: 1
814 chair + 2 employees on the alternative contract; DMEA: 1 representative + 2 employees on the
815 alternative contract.) This committee shall meet at least bi-monthly (every two months) during the
816 regular school year. The committee shall be responsible for identifying and communicating
817 ongoing leadership and learning experiences for participants.

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

821 Teachers who successfully complete the master's or specialist's degree will remain with
822 the district for the duration of the contract, serving as teachers, teacher-leaders, mentors, or in
823 other roles.

824 If a teacher successfully completes the six or eight year term of their contract and earns
825 their master's or specialist's degree, he/she will be renewed for the following year on the
826 traditional contract.

827 If a teacher leaves district employment prior to completing their required years of service
828 to the district, he/she will be required to reimburse the district for costs associated with the
829 teacher's coursework toward his/her master's or specialist's degree at a prorated rate depending
830 on the number of yearson the Alternative contract.

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

833

834 **Title: Alternative Contract Reimbursements**

835 For teachers working under the Alternative Contract provisions of the Comprehensive Agreement,
836 reimbursement is required if (1) costs of tuition, fees, and similar payments are incurred by the District for
837 payment of master's degree level courses and (2) the teacher voluntarily leaves the Alternative Contract prior to
838 completing eight years of service to the District. The reimbursement amount will be calculated on a pro rata
839 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

840

841

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

843

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

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

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

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

856

857 **Letter of Understanding – Collaboration Time**

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

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

864

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

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

871

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

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

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

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

889

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

891 Special Education teachers (school based special education teachers with a roster of 963
892 students) will be permitted up to 40 hours at the workshop hourly rate (currently \$30.94/hour) to
893 be used at their discretion for IEP reporting and documentation (not conducting IEP meetings)
894 outside of contract hours, with the following goals:

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

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

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

907 **Letter of Understanding – Peer Review**

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

911 **Definition**

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

914 **Process**

- 915 1. A peer group may be a group of two or more colleagues. The peer group will be
916 self-selected. Each teacher will have a peer group. If a peer group cannot be
917 found for a teacher, a peer group will be selected in consultation with the building
918 administrator.
- 919 2. Peer review will be based on professional dialogue that may or may not include
920 a classroom observation. The decision regarding classroom observation will be
921 made by the peer group.
- 922 3. The peer review process will be formative and will be focused on assisting
923 each peer group member in achieving the goals of the teacher's individual
924 professional development plan. Peer reviews shall be supportive and
925 collaborative and will be conducted in an informal manner.
- 926 4. The members of the peer group will complete the attached form after the review
927 process is completed.
- 928 5. Peer group reviews shall not be the basis for recommending the teacher
929 participate in an intensive assistance program and shall not be used to determine

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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, the peer 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:

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

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

982 1. Selection Committee

- 983 A. Each building site will appoint a selection committee for the TLS. The committee
984 shall be comprised of equal numbers of teachers and administrators and at least
985 one teacher will be appointed by the Des Moines Education Association.
- 986 B. The committee will accept and review application for a TLS position and will make
987 recommendations to the hiring administrator. In developing recommendations, the
988 committee will utilize measures of teacher effectiveness and professional growth,
989 consider the needs of the school district and review the performance and
990 professional development of the applicants. Teachers who are selected must meet
991 all of the qualification contained in the TLS grant and contained in the law.

992 2. Selection of Teacher Leaders

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

997 3. Assignment of Teacher Leaders

- 998 A. Teachers assigned to TLS positions shall retain their regular teaching contract
999 issued in accordance with Iowa Code Chapter 279 and shall be issued a
1000 supplemental contract for a one-year assignment relating to their leadership role.
1001 The supplemental contract shall not be subject to Iowa Code Chapter 279.
- 1002 B. The assignment of teachers to TLS positions shall not be subject to the transfer
1003 procedures contained in the collective bargaining agreement. No employee will be
1004 involuntarily assigned to a TLS position.
- 1005 C. Prior to the termination of a TLS supplemental contract by a teacher and no later
1006 than five (5) workdays, the teacher will give notice to the School District and will be
1007 advised if there is a vacant position for which the teacher possesses the necessary
1008 certification and endorsements. If there is a vacant position for which the teacher in
1009 a TLS position possesses the necessary certification and endorsements, then the
1010 teacher will be awarded the position. If there is no vacant position for which the
1011 teacher in a TLS position possesses the necessary certification and
1012 endorsements, then the teacher in a TLS position will be so notified within five (5)
1013 calendar days of submitting his/her notice to the District and the teacher may
1014 withdraw his/her notice of termination. A teacher in a TLS position must withdraw
1015 his/her notice of termination no later than March 2. If there is no vacant position for
1016 which the teacher in a TLS position possesses the necessary certification and
1017 endorsements and if the teacher does not wish to withdraw his/her notice of
1018 termination, then the teacher in a TLS position will be given an opportunity to apply
1019 for a voluntary transfer as provided by Article X for any positions which become

1020 available after the teacher has submitted notice of termination. If, after providing
1021 notice of termination, there is a vacant position for which the teacher in a TLS
1022 position possesses the necessary certification and endorsements, then the teacher
1023 will be awarded the position. If, after providing notice of termination, there is no
1024 vacant position for which the teacher in a TLS position possesses the necessary
1025 certification and endorsements, then the least senior teacher who fills a position
1026 which requires the certification and endorsements possessed by the teacher in the
1027 TLS position will be subject to layoff and the teacher in the TLS position will be
1028 assigned to that teacher's position.

1029 D. Prior to the termination of a TLS position by the School District and no later than five
1030 (5) workdays, the District will give notice to the teacher and the teacher will be
1031 advised if there is a vacant position for which the teacher possesses the necessary
1032 certification and endorsements. If there is a vacant position for which the teacher
1033 possesses the necessary certification and endorsements, then the teacher will be
1034 awarded the position. If there is no vacant position for which the teacher in a TLS
1035 position possesses the necessary certification and endorsements and if the teacher
1036 does not wish to withdraw his/her notice of termination, then the teacher in a TLS
1037 position will be given an opportunity to apply for a voluntary transfer as provided by
1038 Article X for any positions which become available after the teacher has submitted
1039 notice of termination. If, after providing notice of termination, there is a vacant
1040 position for which the teacher in a TLS position possesses the necessary
1041 certification and endorsements, then the teacher will be awarded the position. If,
1042 after providing notice of termination, there is no vacant position for which the
1043 teacher in a TLS position possesses the necessary certification and endorsements,
1044 then the least senior teacher who fills a position which requires the certification and
1045 endorsements possessed by the teacher in the TLS position will be subject to layoff
1046 and the teacher in the TLS position will be assigned to that teacher's position.

1047 4. Teacher Leadership Compensation

1048 A. The salary supplements received by the teachers assigned to TLS positions will be
1049 as specified in the District's approved Teacher Leadership grant application. The
1050 salary supplement is compensation to the teacher in the TLS position for the
1051 additional contract days and hours of work required of the teacher.

1052 5. Hours of Work

1053 A. Teachers in TLS positions will work the number of hours specified in Article XIII and
1054 as necessary to perform the duties of their teaching and TLS position. The
1055 expectations of the District with regard to hours of work of teacher in TLS positions
1056 will be contained in the job description for each TLS position. The description will
1057 include expectations for parent-teacher conferences, regular duty assignments,
1058 school events and other teaching-related duties.

1059 6. Work Year

1060 A. Teachers in TLS positions will work the number of days specified in the District's
1061 approved Teacher Leadership grant application and as provided by law.

1062 7. Seniority

1063 A. Teachers in TLS positions will be considered members of the bargaining unit and
1064 will continue to accrue seniority in the classification to which they were assigned at
1065 the time of their selection for a TLS position.

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8. Procedures for Staff Reduction

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

9. Assessment of Performance

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

10. Funding for Program

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

11. Separation from 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 2020-2021 would accrue vacation to take during 2021-2022.) 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

- 1110 paydays. An employee working less than the fiscal year will receive prorated pay for
 1111 vacation following the conclusion of service.
- 1112 3. *Vacation Periods.* Vacation schedules will be set by the employee’s immediate
 1113 supervisor(s) and sent to the Office of [Talent & Personnel](#) for approval. Employees
 1114 may request a particular period for vacation. Vacation days may not be taken in
 1115 advance of their accrual. Those employees who are on a 12-month teacher contract
 1116 are paid during Spring Break and Winter Recess, however, are not expected to be in
 1117 attendance or perform duties during those breaks.
- 1118 4. *Working During Vacation.* In order to work during vacation periods, pre- approval must
 1119 be received from the building administrator or immediate supervisor. Those days
 1120 worked would be available as vacation to be taken later during the same fiscal year.
- 1121 5. *Termination of Service.* Any employee on a 12-month teacher contract who is laid off,
 1122 discharged, retires, or resigns prior to taking his/her vacation will be compensated for
 1123 accrued vacation unused by the employee at the time of separation.
 1124 Those under 10.5-month teacher contracts do not earn or accrue vacation, however, are paid
 1125 during Spring Break and Winter Recess and are not expected to be in attendance or perform
 1126 duties during those breaks.
 1127

1128 **TLC Proposed Amendments**

1129 This letter constitutes an agreement between the Des Moines Public Schools and
 1130 Des Moines Education Association regarding TLC proposed amendments.

1131 Summary:

- 1132 • 1,512 stipends are projected for the 2022-2023 school year in the following
 1133 categories: Coaches: Transformational Leadership Coaches, Instructional Coaches
 1134 for All Content, Instruction Coaches for Reading; District Roles: Secondary District
 1135 PLC Facilitator, Extended Core PLC Facilitator; School Roles: School Leadership
 1136 Team Member, PLC Leader, ELL Leader, Mentor.
- 1137 • An additional 37 teachers will be funded from TLC as backfill positions to those who
 1138 left the classroom to serve in their coaching roles.
- 1139 • This year extended Core PLC Facilitator was reinstated to calibrate instruction,
 1140 promote collaboration, and retain extended core teacher.
- 1141 • We are projected to spend \$13,425,747 on TLC roles and positions. (*This number
 1142 was calculated using the 2021-2022 daily rate of \$150 and will be corrected with the
 1143 2022-2023 daily rate).
 1144

1145 **Summary of Changes:**

TLC Position	2022-23 Revisions
School Leadership Team	<ul style="list-style-type: none"> • Decreasing high school allocation from 14 to 12 positions. • Decreasing middle school allocation from 9 to 8. • Removing allocation for additional requests (-20) • 430 positions (\$1,000 stipend, up to 3 PD Days at approved rate)
District PLC Content Facilitators	<ul style="list-style-type: none"> • Decrease in stipend from \$1,300 to \$1,200 to account for a decrease in District PD hours in 2022-23. • 65 positions (\$1,200 stipend, up to 1 PD Day at approved rate)

TLC Position	2022-23 Revisions
Extended Core PLC Facilitators	<ul style="list-style-type: none"> • Reinstate this role with revised job responsibilities; 65 positions; \$1,800 and 2 additional days • 65 positions (\$1,800, up to 2 days of PD at approved rate)
PLC Leaders	<ul style="list-style-type: none"> • District-led professional development: ½ day in August & ½ day in second semester • 534 projected positions (\$1,000, up to 3 PD Days at approved rate)
ELL Team Leads	<ul style="list-style-type: none"> • Revised job description • 45 positions (\$1,800 stipend, up to 3 PD Days at approved rate)
Instructional Coaches	<ul style="list-style-type: none"> • Revised job description and stipend description • 118 positions (\$3,300 stipend, up to 7 PD Days at approved rate)
Mentors	<p>H. No change</p> <ul style="list-style-type: none"> • 1st Mentor: 225 positions (\$2,500, up to 2 days of PD at approved rate) • 2nd Mentor: 25 positions (\$1,500 stipend, up to 2 PD Days at approved rate)
Transformational Leadership Coaches	<ul style="list-style-type: none"> • Add one additional secondary • 3 projected positions (\$7,000 stipend, up to 30 PD Days at per diem)
TLC Coordinators	<ul style="list-style-type: none"> • 1 position (\$7,000 stipend, up to 30 PD Days at per diem)

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**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 (Sep 28, 2021 10:30 CDT)

Blake Hammond, DMEA Representative

Des Moines Independent Community School District


Dwana Bradley, Board Chair


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

Susan Tallman, Chief Talent & Personnel Officer