

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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SUPERINTENDENT OF SCHOOLS

Dr. Ian Roberts

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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, **interim associate principal**, and assistants to principals in elementary
22 schools.

23
24 Excluding: all other school district employees, including Way-to-Grow coordinator, and
25 secondary coordinator, and all supervisors and all other employees excluded by Section 4 of the
26 Iowa Public Employment Relations Act of 1974. For purposes of this agreement, supervisors are
27 defined as those who have the authority to hire, assign, transfer, promote, discharge, discipline,
28 evaluate, or process grievances of other employees or have the responsibility to make
29 recommendations thereon.

30

31 **ARTICLE III: DEFINITIONS**

- 32 A. The term Employer as used in this Agreement shall mean the Des Moines Independent
33 Community School District governed by a Board of Directors or its duly authorized
34 representatives.
- 35 B. The term Association as used in this Agreement shall mean the Des Moines Education
36 Association or its duly authorized representatives or agents.
- 37 C. The term Employee as used in this Agreement shall mean all employees represented
38 by the Association in the bargaining unit as defined and certified by the Public
39 Employment Relations Board (PERB).
- 40 D. The term regular full-time employee as used in this Agreement shall mean employees
41 represented by the Association in the bargaining unit as defined and certified by the
42 PERB who are employed six (6) hours or more each work day.
-

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

58 **ARTICLE IV: SEPARABILITY**

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

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

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

69 The parties acknowledge that during the negotiations which resulted in this Agreement,
70 each had the unlimited right and opportunity to make proposals with respect to any subject
71 identified as bargainable under Section 9 of the Public Employment Relations Act, and that the
72 understandings and agreements arrived at by the parties after the exercise of that right and
73 opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the
74 life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise
75 exist under law to negotiate over any matter during the term of this Agreement, and each agrees
76 that the other shall not be obligated to bargain collectively with respect to any subject or matter
77 referred to, or covered in this Agreement, or with respect to any subject or matter not specifically
78 referred to or covered in this Agreement, even though such subject or matter may not have been
79 within the knowledge or contemplation of either or both of the parties at the time that they
80 negotiated or signed this Agreement.

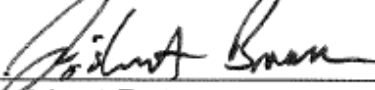
81 **ARTICLE VI: DURATION**

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

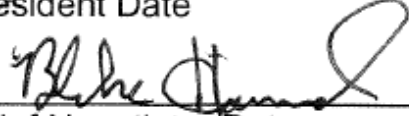
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A. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Chief Negotiators and their signatures placed thereon all on the date indicated July 18, 2019.

Des Moines Education Association

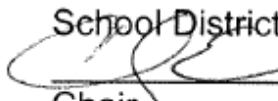
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President Date

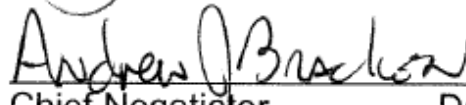
 7-18-19

Chief Negotiator Date

Des Moines Independent Community School District

 7/18/2019

Chair Date

 Andrew J. Brackson

Chief Negotiator Date

91

92 **ARTICLE VII: RIGHTS**

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

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

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

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

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

129 **ARTICLE VIII: PROFESSIONAL DEVELOPMENT**

130 **A. Definitions.** The Employer defines professional development training as training provided
131 employees during the service year.

132 B. Professional Development Steering Committee.

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

139

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

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

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

153 **ARTICLE IX: HOURS**

154 A. Work Day.

155 1. Length of Day. The total workday shall consist of not more than 7 hours and 45 minutes
156 and shall include a scheduled duty-free lunch period as provided to employees under
157 subsection 3 of this article. The total workday shall consist of not more than 7 hours and 30
158 minutes and shall include a scheduled duty-free lunch period as provided to employees
159 under subsection 3 of this article.

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

165 3. Lunch Period. Employees shall have a scheduled duty-free lunch period of at least 30
166 uninterrupted minutes. They shall not be required to be available during this scheduled
167 lunch period for conferences with students or parents or for supervision unless an
168 emergency situation arises involving the safety of students or their presence is required
169 by law.

170 4. Leaving the Building. Employees may leave their building during the time encompassed
171 by the employee’s workday upon receipt of permission from their principal, their
172 supervisor, or the Employer’s appointed designee.

173 5. The following in-service time will change from building directed to teacher directed: the
174 day before the first day of school will be a half day of building directed and a half day of
175 teacher directed time. An additional half-day of teacher-directed time will be provided

176 during the first two pre-service; the day after the last day of school will be all teacher
177 directed.

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

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

183 a) Comp time must be pre-approved by the supervisor.
184 b) Comp time must be recorded in NOVAtime for approval by the supervisor.
185 c) Comp time will be accumulated by day.
186 d) Comp time can be used for a late start/early out.
187 e) All comp time earned Jul 1-Dec 31 each school year must be used by Dec 31st.
188 f) All comp time earned Jan 1-Jun 30 each school year must be used by June 30th.
189 g) Unused comp time will not be paid out at the end of the semester or school year.
190 h) Comp time will be monitored for appropriate earning, accumulation, and usage.

191 8. Special education teachers (school based special education teachers with a roster of
192 students) will be permitted up to 40 hours at the workshop hourly rate (currently
193 **\$31.25/hour**) to be used at their discretion for IEP reporting and documentation (not
194 conducting IEP meetings) outside of contract hours, with the following goals:

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

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

206 **B. Meetings/ Activities.**

- 207 1. Faculty and Other. An employee may be required to remain after the end of the regular
208 workday for the purpose of attending faculty meetings or activities no more than 2 times
209 each month. Attendance at such faculty meetings or activities shall not be required longer
210 than one hour and 15 minutes beyond his/her pupils' regular dismissal time.
- 211 2. Morning/Evening Meetings or Activities. No employee shall be required to attend more
212 than two (2) morning/evening meetings or activities outside his/her regular workday each
213 semester.

214 **ARTICLE X: SERVICE YEAR**

- 215 A. Employees of the bargaining unit agree to a service year of 195 days. Teachers with
216 previous teaching experience who are new to Des Moines agree to a service year of 197

217 days. New employees who are not part of the alternative teacher contract agree to a service
218 year of 199 days. New employees who are part of the Alternative Teacher Contract agree to
219 a service year as set forth in [Appendix 3](#).

- 220 1. All teachers with an initial license agree to participate in a two-year induction program in
221 the District. For initial license teachers in Year 1, the contract year will be 199 days. Initial
222 license Year 2 agree to a 196-day contract year.
- 223 2. New employees to the student services department (SLP, social worker, school
224 psychologist, special education consultant, OT, PT AT and BCBA) agree to a service year
225 of 199 days. Initial license Year 2 agree to a 196-day contract year.

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

- 227 • Labor Day (certified teachers)
- 228 • Fall Conference Comp Day - Day before Thanksgiving
- 229 • Spring Conference Comp Day
- 230 • Five (5) days of Spring Recess
- 231 • Memorial Day (certified teachers)
- 232 • Independence Day

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

- 234 • Spring Recess (5 days) (certified teachers)
- 235 • Winter Break as scheduled

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

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

243 **ARTICLE XI: LEAVES OF ABSENCE**

244 A. Prior Notice

- 245 1. Regular full-time employees must complete a [Certified Staff - Leave of Absence](#)
246 [Request](#) on such form as provided by the Employer for all absences except illness,
247 bereavement leave, personal leave or funeral leave. This form must be completed at
248 least ten (10) days prior to the date of absence whenever possible.
249 How to navigate to the form: [@DMPS Resource Center](#) / [Human Resources](#) / [Forms &](#)
250 [Processes button](#) / Group By: Leave Requests
- 251
- 252 2. If an employee expects to return to the assignment, the employee must notify the
253 immediate Employer representative of such intention by no later than 45 minutes prior
254 to normal student dismissal time on the previous day. If the employee does not give
255 the required notification of intent to return and the substitute subsequently reports for
256 duty the following morning, the substitute will be paid for an additional half day, and
257 the pay for this will be deducted from the employee's salary.

258 B. Sick Leave

- 259 1. An employee must report the intention to be absent from duty to the designated
260 Employer representative by at least one hour before the employee's regular starting
261 time, but in no case later than 7:00 a.m. on the day of the absence. If possible,
262 notification should be given on the previous day or earlier.
- 263 2. If an employee expects to return to an assignment, the employee must notify the
264 immediate supervisor of such intention no later than 45 minutes prior to normal
265 student dismissal time on the previous day. If the employee does not give the
266 required notification of intent to return, and the substitute subsequently reports for duty
267 the following morning, the substitute will be paid for an additional half day, and the
268 pay for this will be deducted from the employee's salary.
- 269 3. Regular full-time employees shall be allowed a sick leave of 15 working days during
270 their first year of employment and 15 working days each year thereafter without loss of
271 pay. If an employee does not need to use the allotted days during the contract year,
272 the unused days will be added to the allowance for the succeeding year.
- 273 4. Effective with the 2013-14 school years, employees may accumulate up to 115 days
274 for use as sick leave. In case of absences for illness or injury in any one year
275 exceeding the aggregate of days allotted for that year, the excess shall be deducted
276 from the employee's accumulated days. At the end of the year, any of the
277 accumulated days which are unused shall be added to the regular allowance for the
278 succeeding year. If an employee is unable to begin service under the contract on the
279 date on which the contract is designated to begin, the employee shall nevertheless be
280 entitled to draw compensation for any unused sick leave accumulated from prior years
281 of service with the district, pursuant to its regulations thereto, payable at the time
282 regular installments are due under this contract, notwithstanding the fact that actual
283 service did not commence under this contract for the school year covered therein. If an
284 employee is unable to report for duty on the first day of the new contract and had no
285 accumulated sick leave from which to draw, compensation for sick leave will not be
286 allowed under the new contract until the employee does report, whereupon it will
287 become retroactive. Except for employees approved for early retirement effective in
288 the 2003 school year and thereafter, all accumulated sick leave is forfeited upon
289 termination of employment.

290 C. Family Illness Leave

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

296 D. Adoption

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

298 E. Bereavement/ Hospital Leave

- 299 1. In case of the death of spouse or (step) child of a regular full-time employee, or the
300 employee or employee's spouse's (step) father, (step) mother, (step) brother, (step) sister,
301 legal dependent, grandparent or (step) grandchildren the employee shall be granted
302 permission to be absent from duty for as many days, not to exceed five, during the
303 individual employee's service year as may be necessary for attendance at the funeral and
304 for any other purposes directly arising out of said death, and no deduction of pay shall be

305 made for the days of absence so granted.

- 306 2. Up to 2 of the 5 allowed bereavement days (per the comprehensive agreement) may be
307 Funeral Leave.
- 308 3. In case of the death of other relative or person of unusually close personal relationship,
309 one day, or two half days, of absence shall be allowed during the individual's service year
310 without loss of pay for attendance at the funeral if the funeral is held within a 50-mile
311 radius of Des Moines. If the funeral is being held outside the 50-mile radius of Des
312 Moines, one day of absence shall be allowed. The Office of Talent & Personnel shall have
313 the authority to extend the above provisions for any other purpose directly arising out of
314 said death, and no deduction of pay shall be made for the days of absence required.
- 315 4. An employee who is paid while on bereavement leave during his/her extended service
316 year shall have the obligation to complete his/her extended work assignment at no
317 additional pay.

318 ~~F. Personal Leave~~ **See Personal Leave MOU page 37**

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

- 321 ~~a. An employee planning to use a personal day shall notify his/her supervisor at least two~~
322 ~~(2) working days in advance, except in cases of unforeseen emergency. Requests for~~
323 ~~personal leave must be made through the method determined by the employer.~~
- 324 ~~b. The employer will accept requests for personal leave no earlier than July 1 for the~~
325 ~~following year.~~
- 326 ~~c. No personal leave will be granted during parent teacher conferences.~~
- 327 ~~d. Such absence may not be taken during the first or last student contact week of the~~
328 ~~semester or immediately before or after holidays or vacation periods.~~
- 329 ~~e. Prior approval for the use of personal days will be waived by the Director of Human~~
330 ~~Resources for Certified Staff in an emergency. An emergency is defined as "an~~
331 ~~unexpected occurrence or set of circumstances which require the immediate attention and~~
332 ~~presence of the employee."~~
- 333 ~~f. Up to 5 unused personal days will be carried over from year to year.~~
- 334 ~~g. Up to two (2) unused personal days per year may be paid out to the employee on June~~
335 ~~30 at the District's substitute rate.~~

336 G. Jury Duty

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

341 H. Sabbatical Leave

342 A sabbatical leave may be granted to a regular full-time employee for the purpose of study,
343 travel, or other reasons involving probable advantage to the school system. A sabbatical
344 leave shall be for either one or two consecutive semesters. Written application must be
345 made to the office of the Chief of [Talent & Personnel](#) Officer before the last day of the first
346 semester for the following year, or by the last day of the second semester of the prior year
347 for the second semester of the next year. An employee requesting sabbatical leave must
348 have completed five (5) consecutive satisfactory full-time years of service with the Employer
349 following probation. An employee on sabbatical leave shall be provided the opportunity to

350 purchase insurance benefits at the Employer plan's premium cost. Not more than five (5)
351 teachers may hold sabbatical leaves simultaneously.

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

361 I. Educational/Professional Purpose

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

368 J. Military Reserve Training

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

374 K. Military Service

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

384 L. Extended Leaves without Pay

385 Employees may request extended leaves of absence without pay for a period of time to be
386 terminated at the conclusion of the semester during which leave commenced or for one
387 additional semester following the conclusion of the semester in which the leave
388 commenced. An employee shall file an application in the Office of Talent & Personnel.
389 The application shall be reviewed by that office and will be submitted to the Board of
390 Directors for their consideration. Extended leaves of absence may be granted for health,
391 professional study, or family responsibilities, which may include child nurturing. The
392 employee's service will resume either at the beginning of the fall or spring semester in
393 accordance with the leave of absence agreement.
394 While on extended leave, the employee's interest in the retirement funds, accumulated sick
395 leave and placement on the salary schedule shall be frozen. While no additional benefits will
396 be provided by the Employer during the leave period, the employee may purchase such
397 benefits. At the conclusion of the extended leave of absence, the salary of the employee shall

398 be the salary stated on the salary schedule for the step and class for which that employee
399 was appointed at the time of the commencement of the leave. A request for early termination
400 of the leave agreement and reinstatement of position must be made in writing to the Office
401 of Talent & Personnel at least thirty (30) days prior to the beginning of the new semester.
402 The Employer shall reserve the right to delay reinstatement until the beginning of the school
403 semester following the request. Early reinstatement before the beginning of the new
404 semester would be contingent upon an available vacancy. An employee who is granted a
405 leave of absence for a regular school year must indicate a desire to return at the time all
406 other employees sign a contract for the New Year.

407 M. Summer School

408 Employees engaged in teaching summer school shall be granted two summer school days of
409 absence in a single term for either sick leave or emergency leave, or a combination of both,
410 non- accumulative.

411 N. Religious Holidays

412 Employees whose religious affiliation requires the observance of holidays other than those
413 regularly scheduled in the school calendar may be excused by the Office of Talent &
414 Personnel without loss of compensation (current contract).

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

417 O. Regular Part Time Employees

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

423 P. Kofu, Japan Teacher Exchange

- 424 – Any DMPS teacher wishing to become an exchange teacher will fill out a leave of
425 absence form following district procedures. The following will apply:
- 426 – A teacher who teaches 1 year in Kofu, Japan shall move 1 step on the salary
427 schedule upon his/her return to DMPS to teach.
- 428 – A teacher who chooses to teach a 2nd year in Kofu, Japan shall move 1 step on the
429 salary schedule from the time he/she left DMPS as a teacher and returns to DMPS to
430 teach.
- 431 – If a teacher chooses to teach a 3rd year in Kofu, Japan, the teacher must resign from
432 his/her DMPS teaching contract within 21 days of being issued a DMPS teaching
433 contract for the next school year.
- 434 – DMPS teachers will continue to have access to their DMPS email while teaching in
435 Kofu, Japan.
- 436 – Upon return to DMPS to teach after teaching 1 or 2 years in Kofu, Japan, the teacher
437 shall be assigned a teaching position following procedures for excess teachers.

438 **ARTICLE XII: COMPENSATION**

439 A. Basic Salary of Employees.

440 The basic salary of regular full-time employees covered by this Agreement is set forth in

441 Appendix 1, which is attached to and incorporated into this Agreement. The basic salary of
442 regular part time employees shall be at a ratio proportionate to the employees' part time
443 condition of employment.

444 B. Extra Duty Pay for Supplemental Job Assignments.

445 1. Assignments for which an employee may receive Extra Duty pay will be made on an
446 individual basis between the employee to perform the service and the Employer. Extra Duty
447 pay shall be granted those employees assigned by the Employer to serve as a consultant
448 teacher, school nurse practitioner, elementary reading resource teacher, pupil service
449 coordinator, elementary unit or team leader, TA coordinator, G/T building coordinator,
450 elementary assistant to the principal, elementary instrumental music, or elementary vocal
451 music, or in any other job classification established by the Employer and listed in
452 [Appendix 2](#).

453 2. The Employer shall make said assignment. No such assignment shall exceed duration of
454 one year.

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

460 C. Extra Pay for Extra Duties.

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

466
467 As a condition for receipt of extra pay, an employee shall be expected to provide service to
468 fulfill all job responsibilities associated with assigned extra duties.

469 D. Effective Date.

470 The salary and supplemental pay schedules contained in this Agreement shall take effect
471 on August 1, 2023. Deferred payments to employees for work performed prior to this
472 collective bargaining agreement will be made with reference to the salary schedule in effect
473 when the work was performed.

474 E. Reclassification.

475 When a college course credit or other acceptable credit is to be used for the purpose of
476 advancement on the salary schedule (or to maintain eligibility for employment), such credit,
477 when appropriate, must receive approval by the Office of [Talent & Personnel](#).

478
479 Employees shall be assigned to a salary lane in Appendix 1 as follows:

- 480 • BA – An employee has obtained a bachelor's degree.
- 481 • BA + 15 – An employee has earned at least 15 semester hours of approved credits
482 beyond the bachelor's degree.
- 483 • BA + 30 – An employee has earned at least 30 semester hours of approved credits
484 beyond the bachelor's degree.
- 485 • MA – An employee has obtained a master's degree specifically related to the field of
486 education. Except for those master's degree programs which require 45 or more

graduate credit hours, all master's degrees will be recognized for placement in this lane regardless of the number of credit hours required to obtain the master's degree.

- MA + 15 – An employee has earned at least 15 semester hours of approved credits beyond the master's degree.
- MA + 15 – A Master's Degree obtained through a program which requires 45-59 graduate credit hours for certification/licensure will be recognized for placement in this lane for the following positions: school psychologists, social workers, speech and language pathologists and other similar positions as determined by the employer.
- MA + 30 – An employee has earned at least 30 semester hours of approved credits beyond the master's degree. A master's degree obtained through a program which requires 60 or more graduate credit hours will be recognized for placement in this lane.

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

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

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

APPROVAL FOR COURSES OF STUDY

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

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

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

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a duly accredited school or place of employment.

Date Transcripts Submitted	Date Reclassification (new pay) Takes Effect
September 15, 2023	December 2023
February 15, 2024	Fall of 2024

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Advancement on Salary Schedule. Regular full time and part time employees 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 during the 2015-16 service year and the employee 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. 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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2023-2024 Schedule of Payments

- September 15 and 29, 2023
- October 13 and 31, 2023
- November 15 and 30, 2023
- December 15 and 29, 2023
- January 12 and 31, 2024
- February 15 and 29, 2024
- March 15 and 29, 2024
- April 15 and 30, 2024
- May 15 and 31, 2024
- June 14 and 28, 2024
- July 15 and 31, 2024
- August 15 and 30, 2024

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

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ARTICLE XIV: SAFETY PROCEDURES

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

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

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

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

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

588 **ARTICLE XV: GRIEVANCE PROCEDURE**

589 A. Definitions.

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

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

599 C. Procedure.

- 600 1. **Time Limits and Waiver.** Failure of an employee to initiate Level One on any alleged
601 grievance within ten (10) working days from time of the occurrence of the alleged violation
602 shall act as a bar to any written appeal at any step under these procedures. The parties
603 by mutual agreement may waive either the time limits or the steps for processing on a
604 case-by-case basis. Such waivers shall be in writing.
- 605 2. **Association Grievance.** An Association grievance filed on behalf of a group of employees
606 will begin the grievance process at Level Three within ten (10) working days from time of
607 the occurrence of the alleged violation.
- 608 3. **Year-End Grievance.** In the event a grievance is filed at such time that it cannot be
609 processed through all steps in this grievance procedure by the end of the school year
610 and, if left unresolved until the beginning of the following school year, could result in
611 irreparable harm to a party in interest, the time limits set forth herein shall be reduced so
612 that the grievance procedure may be exhausted prior to the end of the school year or
613 within a maximum of 30 days thereafter. Reduction of the time limit shall be with mutual
614 consent.

- 615 4. Level One Principal or Immediate Supervisor (Informal). An employee with a grievance
616 shall first discuss it with the principal or immediate supervisor, with the objective of
617 resolving the matter informally.
- 618 5. Level Two Principal or Immediate Supervisor (Formal). If the grievance cannot be
619 resolved informally, the aggrieved employee shall file the grievance in writing and, at
620 mutually agreeable time, discuss the matter with the principal or immediate supervisor.
621 The form for filing the grievance shall be designed by the Association, and subject to the
622 approval of the Employer. The written grievance shall state the nature of the grievance
623 and shall state the remedy requested. The filing of the formal, written grievance at the
624 second step must be within fifteen (15) working days after the date of occurrence of the
625 event giving rise to the grievance. The principal or immediate supervisor shall make a
626 decision on the grievance and communicate it in writing to the employee within ten (10)
627 working days after receipt of the grievance.
- 628 6. Level Three Director of Personnel responsible under the superintendent's level or his/her
629 designee. In the event a grievance has not been satisfactorily resolved at the second
630 level, the aggrieved employee shall file, within five (5) working days of the principal's or
631 immediate supervisor's written decision at the second level, a copy of the grievance with
632 the Director of Personnel responsible under the superintendent's level or his/her
633 designee. Within ten (10) working days after such written grievance is filed the aggrieved
634 and the Director of Personnel responsible under the superintendent's level or his/her
635 designee shall meet to resolve the grievance. Director of Personnel responsible under the
636 Administrator responsible under the superintendent's level or his/her designee shall file
637 an answer within ten (10) working days of the third level grievance and communicate it in
638 writing to the employee and the principal or immediate supervisor.
- 639 7. Level Four Superintendent. In the event a grievance has not been satisfactorily resolved
640 at the third level, the aggrieved employee shall file, within five (5) working days of the
641 Director of Personnel responsible under the superintendent's level or his/her designee's
642 written decision at the third level, a copy of the grievance with the superintendent. Within
643 ten (10) working days after such written grievance is filed, the aggrieved and
644 superintendent or his/her designee shall meet to resolve the grievance. The
645 superintendent shall file an answer within ten (10) working days of the Level Four
646 grievance meeting and communicate it in writing to the employee and the Director of
647 Personnel responsible under the superintendent's level.
- 648 8. Level Five Binding Arbitration. (a) If the aggrieved person is not satisfied with the
649 disposition of the grievance by the Employer, the aggrieved person and the Association
650 shall meet within five (5) working days of disposition of the grievance to discuss the merits
651 of submitting the grievance to arbitration. (b) If the Association determines that the
652 grievance is meritorious, it may, with concurrence of the aggrieved, submit the grievance
653 to arbitration within five (5) working days. (c) Within ten (10) working days after written
654 notice to the Employer of submission to arbitration, the Employer and the Association
655 shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a
656 commitment from said arbitrator to serve. If the parties are unable to agree upon an
657 arbitrator or to obtain said commitment within the specified period, a written request for a
658 list of arbitrators shall be made to the Iowa Public Employment Relations Board (PERB).
659 The parties, within five (5) days of receiving said list, shall attempt to mutually agree upon
660 an arbitrator. If the parties have not so agreed within five (5) days, then, from the list of
661 arbitrators provided by (PERB), each of the parties (the moving party striking first) shall
662 strike one (1) name at a time from the panel until only one (1) name remains. The person
663 whose name remains shall be the arbitrator. (d) The arbitrator so selected shall confer

664 with the representatives of the Employer, the employee and the Association. The
665 arbitrator shall hold hearings promptly and shall issue his/her decision not later than
666 fifteen (15) working days from the date of the close of the hearings. The arbitrator's
667 decision shall be in writing and shall set forth his/her findings of fact, reasoning, and
668 conclusions in the issues submitted. The arbitrator, in his/her opinion, shall not amend,
669 modify, nullify, ignore, or add to the provisions of the Agreement. His/her decision must
670 be based solely and only upon his/her interpretation of the meaning or application of the
671 express relevant language of the Agreement. The decision of the arbitrator shall be
672 submitted to the Employer, the employee, and the Association, and shall be binding on
673 the parties. (e) The costs for the services of the arbitrator, including per diem expenses,
674 necessary travel, subsistence expenses, and cost of the hearing room shall be borne
675 equally by the Employer and the Association. The party incurring same shall pay any
676 other expenses incurred.

- 677 D. Rights of Employees to Representation. Every employee covered by this Agreement shall
678 have the right to present grievances in accordance with these procedures. Any aggrieved
679 person may be represented at all formal and informal stages of the grievance procedures by
680 himself or by the employee and a representative from the Association. If any employee files
681 any claim or complaint other than under the grievance procedure of this Agreement, then the
682 school district shall not be required to process the same claimed set of facts through the
683 grievance procedures. All meetings and hearing under this procedure shall be conducted in
684 private and shall include only witnesses, the parties of interest, and their designated or
685 selected representatives heretofore referred to in this Article.
- 686 E. Availability of Forms. Forms for filing a grievance shall be available at the office of the
687 Association, the office of [Talent & Personnel](#), or the office of the principal of each building or
688 online.
- 689 F. Discriminating Action Prohibited. The Employer shall not discriminate against an employee
690 for filing a grievance.
- 691 G. Separate Grievance File. All documents, communications, and records dealing with the
692 processing of the grievance shall be filed in a separate grievance file and shall not be kept in
693 the personnel file of any of the participants.

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Appendix 1: 2023-2024 Salary Schedules

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Certificated Teachers Salary Schedule

Step*	RN**	RN + 30**	RN + 60**	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	PhD/Ed. D
Generator Base	\$27,300			\$32,892							
1	Step has been retired										
2	Step has been retired										
3	38,360	41,841	42,241	45,392	47,036	48,352	49,421	51,066	52,710	53,710	54,710
4	39,520	43,001	43,401	46,872	48,516	49,832	51,066	52,710	54,355	55,355	56,355
5	40,749	44,230	44,630	48,352	49,997	51,312	52,710	54,355	55,999	56,999	57,999
6	42,046	45,526	45,926	49,832	51,477	52,792	54,355	55,999	57,644	58,644	59,644
7	43,342	46,823	47,223	51,312	52,957	54,272	55,999	57,644	59,289	60,289	61,289
8	46,448	48,086	48,486	52,792	54,437	55,835	57,644	59,289	60,933	61,933	62,933
9	46,448	51,225	51,625	54,355	55,999	57,479	59,371	60,933	62,578	63,578	64,578
10	46,448	51,225	51,625	55,999	57,644	59,124	61,180	62,578	64,222	65,222	66,222
11	46,448	51,225	51,625	57,644	59,289	60,769	62,989	64,305	65,867	66,867	67,867
12	46,448	51,225	51,625	59,289	60,933	61,591	64,798	66,114	67,512	68,512	69,512
13	46,448	51,225	51,625	63,976	65,785	66,771	66,607	67,923	69,238	70,238	71,238
14	46,448	51,225	51,625	63,976	65,785	66,771	71,870	73,350	76,639	77,639	78,639
15	46,448	51,225	51,625	63,976	65,785	66,771	71,870	73,350	76,639	77,639	78,639
16	46,448	51,225	51,625	63,976	65,785	66,771	71,870	73,350	76,639	77,639	78,639
17	46,448	51,225	51,625	63,976	65,785	66,771	71,870	73,350	76,639	77,639	78,639
18	46,448	51,225	51,625	63,976	65,785	66,771	71,870	73,350	76,639	77,639	78,639
19	46,448	51,225	51,625	63,976	65,785	66,771	71,870	73,350	76,639	77,639	78,639
20	46,448	51,225	51,625	64,798	66,607	67,594	72,692	74,172	77,461	78,461	79,461
21	46,448	51,225	51,625	64,798	66,607	67,594	72,692	74,172	77,461	78,461	79,461
22	46,448	51,225	51,625	64,798	66,607	67,594	72,692	74,172	77,461	78,461	79,461
23	46,448	51,225	51,625	64,798	66,607	67,594	72,692	74,172	77,461	78,461	79,461
24	46,448	51,225	51,625	64,798	66,607	67,594	72,692	74,172	77,461	78,461	79,461
25	46,448	51,225	51,625	64,798	66,607	67,594	72,692	74,172	77,461	78,461	79,461
26	46,448	51,225	51,625	64,798	66,607	67,594	72,692	74,172	77,461	78,461	79,461
27	46,448	51,225	51,625	65,620	67,429	68,416	73,514	74,994	78,284	79,284	80,284
28+	46,448	51,225	51,625	65,620	67,429	68,416	73,514	74,994	78,284	79,284	80,284

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210 Contract	CALCULATION: (({195 contract} - 5839) * 1.08) + 5839			TSS	\$ 5,839
230 Contract	CALCULATION: (({195 contract} - 5839) * 1.14) + 5839			Wrkshp Rate	\$ 31.25
260 Contract	CALCULATION: (({195 contract} - 5839) * 1.24) + 5839				

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* Steps do not necessarily indicate years of experience.

** RN, RN30, RN60 Lanes include the TSS of \$5,839. A formal Statement of Professional Recognition must be on file to include TSS.

Generator Base **\$32,892**

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

Minimum salary for certificated teachers **\$45,392**

* Maximum step for lane

Salaries include the **\$5,839 Teacher Compensation pay which is subject to change annually. You must be eligible to receive Teacher Compensation pay.

ADDITIONS TO SALARY

RN + 60 approved hrs.--

\$400 additional to

RN+30 MA+45-\$1,000

additional to MA+30

PHD--\$2,000 additional

to MA+30

LONGEVITY: (1) Those employees who have been at the maximum of their salary column for more than 1 year shall receive additional salary computed at 2.5% of the generator base. **This additional % is added to the Calculation Indexes.**

(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=**\$683**; and BA through MA+30=**\$822**.

(3) In addition to the above longevity, those employees who have been at Step 26 of their salary column for more than one year (steps 27 and above) shall receive a second additional salary/longevity at 2.5% of the generator base: RN=**\$683**; and BA through MA+30=**\$822**.

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Calculation Indexes DMEA Certified Employees

Step	RN	RN + 30	RN + 60	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	PhD/Ed. D
1	<i>Step has been retired</i>										
2	<i>Step has been retired</i>										
3	1.1913	1.3188	1.3188	1.2025	1.2525	1.2925	1.3250	1.3750	1.4250	1.4250	1.4250
4	1.2338	1.3613	1.3613	1.2475	1.2975	1.3375	1.3750	1.4250	1.4750	1.4750	1.4750
5	1.2788	1.4063	1.4063	1.2925	1.3425	1.3825	1.4250	1.4750	1.5250	1.5250	1.5250
6	1.3263	1.4538	1.4538	1.3375	1.3875	1.4275	1.4750	1.5250	1.5750	1.5750	1.5750
7	1.3738	1.5013	1.5013	1.3825	1.4325	1.4725	1.5250	1.5750	1.6250	1.6250	1.6250
8	1.3975	1.5475	1.5475	1.4275	1.4775	1.5200	1.5750	1.6250	1.6750	1.6750	1.6750
9	1.3975	1.5700	1.5700	1.4750	1.5250	1.5700	1.6275	1.6750	1.7250	1.7250	1.7250
10	1.3975	1.5700	1.5700	1.5250	1.5750	1.6200	1.6825	1.7250	1.7750	1.7750	1.7750
11	1.3975	1.5700	1.5700	1.5750	1.6250	1.6700	1.7375	1.7775	1.8250	1.8250	1.8250
12	1.3975	1.5700	1.5700	1.6250	1.6750	1.6950	1.7925	1.8325	1.8750	1.8750	1.8750
13	1.3975	1.5700	1.5700	1.7675	1.8225	1.8525	1.8475	1.8875	1.9275	1.9275	1.9275
14	1.3975	1.5700	1.5700	1.7675	1.8225	1.8525	2.0075	2.0525	2.1525	2.1525	2.1525
15	1.3975	1.5700	1.5700	1.7675	1.8225	1.8525	2.0075	2.0525	2.1525	2.1525	2.1525
16	1.3975	1.5700	1.5700	1.7675	1.8225	1.8525	2.0075	2.0525	2.1525	2.1525	2.1525
17	1.3975	1.5700	1.5700	1.7675	1.8225	1.8525	2.0075	2.0525	2.1525	2.1525	2.1525
18	1.3975	1.5700	1.5700	1.7675	1.8225	1.8525	2.0075	2.0525	2.1525	2.1525	2.1525
19	1.3975	1.5700	1.5700	1.7675	1.8225	1.8525	2.0075	2.0525	2.1525	2.1525	2.1525
20	1.3975	1.5700	1.5700	1.7925	1.8475	1.8775	2.0325	2.0775	2.1775	2.1775	2.1775
21	1.3975	1.5700	1.5700	1.7925	1.8475	1.8775	2.0325	2.0775	2.1775	2.1775	2.1775
22	1.3975	1.5700	1.5700	1.7925	1.8475	1.8775	2.0325	2.0775	2.1775	2.1775	2.1775
23	1.3975	1.5700	1.5700	1.7925	1.8475	1.8775	2.0325	2.0775	2.1775	2.1775	2.1775
24	1.3975	1.5700	1.5700	1.7925	1.8475	1.8775	2.0325	2.0775	2.1775	2.1775	2.1775
25	1.3975	1.5700	1.5700	1.7925	1.8475	1.8775	2.0325	2.0775	2.1775	2.1775	2.1775
26	1.3975	1.5700	1.5700	1.7925	1.8475	1.8775	2.0325	2.0775	2.1775	2.1775	2.1775
27	1.3975	1.5700	1.5700	1.8175	1.8725	1.9025	2.0575	2.1025	2.2025	2.2025	2.2025
28+	1.3975	1.5700	1.5700	1.8175	1.8725	1.9025	2.0575	2.1025	2.2025	2.2025	2.2025

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ADDITIONS TO SALARY BASED ON 1.0 FTE

RN+ 60 approved hours- \$400 additional from RN+30
 MA+45 approved hours- \$1,000 additional from MA+30
 PhD/EdD- \$2,000 additional from MA+30

Appendix 2: 2023-2024 Extra Duty Pay Schedule

Unless otherwise noted, all compensation is expressed as a % of \$32,892

Extra Duty Pay Schedule	%	YEAR	AMOUNT
Academic Decathlon Asst HS*	9.6	Year	3,158
Academic Decathlon Head HS	14.8	Year	4,868
Adjunct Virtual Teacher HS		Sem	2,500
Brother to Brother	10.6	Year	3,487
Cheerleading HS Asst	10.6	Year	3,487
Cheerleading HS Head	21.2	Year	6,973
Cheerleading MS	6.6	Year	2,171
Choreography HS	5.3	Year	1,743
Color Guard HS	10.6	Year	3,487
Dance Team HS	10.6	Year	3,487
Drama Asst HS	10.6	Year	3,487
Dramatics HS Head	18	Year	5,921
Dream to Teach Mentor	6.2	Year	2,034
Drum Line HS	10.6	Year	3,487
Flex Academy Leader HS	3.2	Year	1,053
Forensics/Debate Asst HS*	9.6	Year	3,158
Forensics/Debate Head HS	14.8	Year	4,868
Grief Response Team Leader	5.2	Year	1,710
GSA-Gender Sexuality Alliance HS	6.2	Year	2,039
GSA-Gender Sexuality Alliance MS	5.3	Year	1,743
Intern Assistant Principal EL	10.6	Year	3,487
International Program District Wide	22.55	Year	7,417
Journalism HS	10.6	Year	3,487
Music - HS Jazz Band	10.6	Year	3,487
Music - HS Show Choir	10.6	Year	3,487
Music - HS Vocal Accompanist	5.3	Year	1,743
Sisters for Success	10.6	Year	3,487
Special Olympics HS	7.1	Year	2,335
Speech Coach HS	9.6	Year	3,158
Student Government HS	5.3	Year	1,743
Technology Device Manager		Hourly	31.25
Technology Specialist Level 1 (0-349 Students)	3.2	Year	1,053
Technology Specialist Level 2 (350-699 Students)	6.3	Year	2,072
Technology Specialist Level 3 (700+ Students)	9.6	Year	3,158
Testing Specialist – EL	2.1	Year	691
Urban Art Site Coord HS	10.6	Year	3,487
Urban Leadership HS	12.1	Year	3,980
Wellness Champion		Year	500

Extra Duty Pay Schedule	%	YEAR	AMOUNT
Wild Card Activity HS	7.1	Year	2,335
Wild Card Activity MS	6.4	Year	2,105
Teacher Leadership Compensation			
Behavior Strategist PLC Facilitator		Year	1,350
Counselor PLC Facilitator		Year	1,350
District Wide PLC Facilitator		Year	1,350
ELL Team Leader		Year	1,950
System Improvement Coordinator		Year	5,000
Extended Core PLC Leader		Year	2,100
TLC Coordinator		Year	7,000
Mentor		Year	2,800
Mentor 2nd Mentee		Year	1,500
PLC Leader		Year	1,950
School Leadership Team Leader		Year	1,300
Assigned Supplemental Pay			
Instructional Coach		Year	4,050
Agri Science HS	12.1	Year	3,980
Marine Science HS	12.1	Year	3,980
Music- Elem Instrumental	2	Year	658
Music- Elem Vocal	2	Year	658
Music- HS Band Head	18	Year	5,921
Music - HS Band Assistant	10.6	Year	3,487
Music HS Orchestra Head	18	Year	5,921
Music- HS Orchestra Asst	10.6	Year	3,487
Music- HS Vocal Head	18	Year	5,921
Music - HS Vocal Asst	10.6	Year	3,487
Music- MS Vocal	5.4	Year	1,776
Music- MS Instrumental	5.4	Year	1,776
Dream to Teach Program Coord	12.1	Year	3,980
Jr ROTC Drill Team HS	10.6	Year	3,487
G/T Consultant	10.6	Year	3,487
Psychologist	10.6	Year	3,487
Social Worker	10.6	Year	3,487
Speech Language Pathologist	10.6	Year	3,487
SPED Behavior Strategist	10.6	Year	3,487
SPED Consultant Teacher	10.6	Year	3,487
SPED Curriculum Facilitator	10.6	Year	3,487
SPED Professional Learning Facilitator	10.6	Year	3,487

Extra Duty Pay Schedule	%	YEAR	AMOUNT
Home Instruction Coord	10.6	Year	3,487
Athletics			
Baseball/Softball HS Asst Coach	12.7	Year	4,177
Baseball/Softball HS Head Coach	20.8	Year	6,842
Basketball HS Asst Coach	14.2	Year	4,671
Basketball HS Head Coach	25.0	Year	8,223
Basketball MS Asst Coach	5.3	Year	1,743
Basketball MS Head Coach	6.5	Year	2,138
Bowling HS Head Coach	11.3	Year	3,717
Cross Country HS Asst Coach*	10.2	Year	3,355
Cross Country HS Head Coach	15.8	Year	5,197
Cross Country MS Head Coach	6.5	Year	2,138
Cross Country MS Asst Coach*	5.3	Year	1,743
Football HS Asst Coach	14.3	Year	4,704
Football HS Head Coach	25.2	Year	8,289
Football MS Asst Coach	5.3	Year	1,743
Football MS Head Coach	6.5	Year	2,138
Golf HS Head Coach	14.3	Year	4,704
Golf HS Asst Coach*	6.4	Year	2,105
Soccer HS Asst Coach	11.8	Year	3,881
Soccer HS Head Coach	18.0	Year	5,921
Soccer MS Asst Coach	5.3	Year	1,743
Soccer MS Head Coach	6.5	Year	2,138
Swimming HS Asst Coach	11.7	Year	3,848
Swimming HS Diving Coach	11.7	Year	3,848
Swimming HS Head Coach	20.5	Year	6,743
Tennis HS Asst Coach*	9.8	Year	3,223
Tennis HS Head Coach	14.8	Year	4,868
Track HS Asst Coach	12.7	Year	4,177
Track HS Head Coach	19.9	Year	6,546
Track MS Asst Coach	5.3	Year	1,743
Track MS Head Coach	6.5	Year	2,138
Volleyball HS Asst Coach	12.3	Year	4,046
Volleyball HS Head Coach	20.2	Year	6,644
Volleyball MS Asst Coach	5.3	Year	1,743
Volleyball MS Head Coach	6.5	Year	2,138
Wrestling HS Asst Coach	13.8	Year	4,539
Wrestling HS Head Coach	23.3	Year	7,664
Wrestling MS Asst Coach	5.3	Year	1,743
Wrestling MS Head Coach	6.5	Year	2,138

Extra Duty Pay Schedule	%	YEAR	AMOUNT
Activities Department			
Activities Coordinator MS	26.5	Year	8,716
Assistant Activities Director HS	26.5	Year	8,716
Summer Assignments			
Curriculum Development - Voluntary w/Diminished Student Contact	0.00095	Hour	31.25
Teaching - Voluntary w/Student Contact	0.00095	Hour	31.25
Designated Day Assignments			
Staff Development - Voluntary Participation	0.00095	Hour	31.25
Teaching - Voluntary w/Student Contact	0.00095	Hour	31.25
<i>*Only available as a Ratio Position based on participation numbers</i>			

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738

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

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

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

748 Teachers who successfully complete the master’s or specialist’s degree will remain with
749 the district for the duration of the contract, serving as teachers, teacher-leaders, mentors, or in
750 other roles.

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

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

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

760

761 **Title: Alternative Contract Reimbursements**

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

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

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

770

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

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

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

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

783

784 **Letter of Understanding – Collaboration Time**

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

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

791

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

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

798

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

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

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

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

816

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

818 Special Education teachers (school based special education teachers with a roster of 963
819 students) will be permitted up to 40 hours at the workshop hourly rate (currently \$31.25/hour) to
820 be used at their discretion for IEP reporting and documentation (not conducting IEP meetings)
821 outside of contract hours, with the following goals:

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

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

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

834 **Letter of Understanding – Peer Review**

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

838 **Definition**

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

841 **Process**

- 842 1. A peer group may be a group of two or more colleagues. The peer group will be
843 self-selected. Each teacher will have a peer group. If a peer group cannot be
844 found for a teacher, a peer group will be selected in consultation with the building
845 administrator.
- 846 2. Peer review will be based on professional dialogue that may or may not include
847 a classroom observation. The decision regarding classroom observation will be
848 made by the peer group.
- 849 3. The peer review process will be formative and will be focused on assisting
850 each peer group member in achieving the goals of the teacher's individual
851 professional development plan. Peer reviews shall be supportive and
852 collaborative and will be conducted in an informal manner.
- 853 4. The members of the peer group will complete the attached form after the review
854 process is completed.
- 855 5. Peer group reviews shall not be the basis for recommending the teacher
856 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:

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

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

909 1. Selection Committee

- 910 A. Each building site will appoint a selection committee for the TLS. The committee
911 shall be comprised of equal numbers of teachers and administrators and at least
912 one teacher will be appointed by the Des Moines Education Association.
- 913 B. The committee will accept and review application for a TLS position and will make
914 recommendations to the hiring administrator. In developing recommendations, the
915 committee will utilize measures of teacher effectiveness and professional growth,
916 consider the needs of the school district and review the performance and
917 professional development of the applicants. Teachers who are selected must meet
918 all of the qualification contained in the TLS grant and contained in the law.

919 2. Selection of Teacher Leaders

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

924 3. Assignment of Teacher Leaders

- 925 A. Teachers assigned to TLS positions shall retain their regular teaching contract
926 issued in accordance with Iowa Code Chapter 279 and shall be issued a
927 supplemental contract for a one-year assignment relating to their leadership role.
928 The supplemental contract shall not be subject to Iowa Code Chapter 279.
- 929 B. The assignment of teachers to TLS positions shall not be subject to the transfer
930 procedures contained in the collective bargaining agreement. No employee will be
931 involuntarily assigned to a TLS position.
- 932 C. Prior to the termination of a TLS supplemental contract by a teacher and no later
933 than five (5) workdays, the teacher will give notice to the School District and will be
934 advised if there is a vacant position for which the teacher possesses the necessary
935 certification and endorsements. If there is a vacant position for which the teacher in
936 a TLS position possesses the necessary certification and endorsements, then the
937 teacher will be awarded the position. If there is no vacant position for which the
938 teacher in a TLS position possesses the necessary certification and
939 endorsements, then the teacher in a TLS position will be so notified within five (5)
940 calendar days of submitting his/her notice to the District and the teacher may
941 withdraw his/her notice of termination. A teacher in a TLS position must withdraw
942 his/her notice of termination no later than March 2. If there is no vacant position for
943 which the teacher in a TLS position possesses the necessary certification and
944 endorsements and if the teacher does not wish to withdraw his/her notice of
945 termination, then the teacher in a TLS position will be given an opportunity to apply
946 for a voluntary transfer as provided by Article X for any positions which become

947 available after the teacher has submitted notice of termination. If, after providing
948 notice of termination, there is a vacant position for which the teacher in a TLS
949 position possesses the necessary certification and endorsements, then the teacher
950 will be awarded the position. If, after providing notice of termination, there is no
951 vacant position for which the teacher in a TLS position possesses the necessary
952 certification and endorsements, then the least senior teacher who fills a position
953 which requires the certification and endorsements possessed by the teacher in the
954 TLS position will be subject to layoff and the teacher in the TLS position will be
955 assigned to that teacher's position.

956 D. Prior to the termination of a TLS position by the School District and no later than five
957 (5) workdays, the District will give notice to the teacher and the teacher will be
958 advised if there is a vacant position for which the teacher possesses the necessary
959 certification and endorsements. If there is a vacant position for which the teacher
960 possesses the necessary certification and endorsements, then the teacher will be
961 awarded the position. If there is no vacant position for which the teacher in a TLS
962 position possesses the necessary certification and endorsements and if the teacher
963 does not wish to withdraw his/her notice of termination, then the teacher in a TLS
964 position will be given an opportunity to apply for a voluntary transfer as provided by
965 Article X for any positions which become available after the teacher has submitted
966 notice of termination. If, after providing notice of termination, there is a vacant
967 position for which the teacher in a TLS position possesses the necessary
968 certification and endorsements, then the teacher will be awarded the position. If,
969 after providing notice of termination, there is no vacant position for which the
970 teacher in a TLS position possesses the necessary certification and endorsements,
971 then the least senior teacher who fills a position which requires the certification and
972 endorsements possessed by the teacher in the TLS position will be subject to layoff
973 and the teacher in the TLS position will be assigned to that teacher's position.

974 4. Teacher Leadership Compensation

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

979 5. Hours of Work

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

986 6. Work Year

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

989 7. Seniority

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

993 8. Procedures for Staff Reduction

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

997 9. Assessment of Performance

998 The assignment of a teacher to a TLS position will be subject to review by the school district’s
999 administration at least annually. The first review must be completed no later than five (5)
1000 workdays before the beginning of the transfer process. The review shall include peer feedback
1001 on the effectiveness of the teacher’s performance of duty specific to the teacher’s TLS position.
1002 A teacher who completes an assignment in a TLS position may apply for assignment to anew TLS
1003 position.

1004 10. Funding for Program

1005 Teacher leadership supplement foundation aid from the state shall be required to sustain the
1006 TLS program. THE TLs salary will not be included in the salary schedule. Any reduction or
1007 elimination of this support will result in a corresponding reduction or elimination of the assignment
1008 and compensation described in the Memorandum of Understanding. “In addition, the total amount
1009 ofTSS for teachers hired to replace the Teacher leaders, will be deducted from theTLS grant.”

1010 11. Separation from Teacher Evaluation

1011 This memorandum of understanding will establish a wall between the TLS systemand the
1012 evaluation process for the performance of teaching duties. Teachers in TLS positions will not
1013 evaluate other teachers.
1014

1015 **Letter of Understanding – Vacation Accrual for 12-month Teacher Contracts**

1016 1. *Eligibility.* 12-month teacher contract employees will be granted an annual paid
1017 vacation period at the end of each fiscal year. The paid vacation period will be based
1018 upon the employment in that fiscal year and will be prorated for those employees who
1019 work less than the full fiscal year. The paid vacation period willbe computed from the
1020 employee’s total length of continuous service.
1021

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

1022 The service requirement during the first fiscal year of employment will be determined by the
1023 most recent day of hire. All yearly service requirements will be based on serviceduring
1024 complete fiscal years. More than 11 months’ employment in the first fiscal year of
1025 employment will count as one full fiscal year of employment. No vacation days may be taken
1026 in advance of their accrual. At least half of the month must be worked in order to receive
1027 credit for that month toward vacation. (*Those employees working on 12- month teacher
1028 contracts during 2021-2022 would accrue vacation to take during 2022-2023.) Vacation
1029 accrued during one fiscal year must be used before the end of the following fiscal year.
1030 Twelve-month teachers may carry a balance of up to two years ofaccruals with a 20-day
1031 maximum.

1032 Only exceptional reasons for variations from this procedure may be considered by theChief
1033 of [Talent & Personnel](#) or designee.
1034

1035 2. *Vacation Pay.* The rate will be the employee’s regular straight time rate of pay.
1036 Employees will receive pay for vacation at the time of their regularly scheduled

1037 paydays. An employee working less than the fiscal year will receive prorated pay for
1038 vacation following the conclusion of service.

- 1039 3. *Vacation Periods.* Vacation schedules will be set by the employee’s immediate
1040 supervisor(s) and sent to the Office of [Talent & Personnel](#) for approval. Employees
1041 may request a particular period for vacation. Vacation days may not be taken in
1042 advance of their accrual. Those employees who are on a 12-month teacher contract
1043 are paid during Spring Break and Winter Recess, however, are not expected to be in
1044 attendance or perform duties during those breaks.
- 1045 4. *Working During Vacation.* In order to work during vacation periods, pre- approval must
1046 be received from the building administrator or immediate supervisor. Those days
1047 worked would be available as vacation to be taken later during the same fiscal year.
- 1048 5. *Termination of Service.* Any employee on a 12-month teacher contract who is laid off,
1049 discharged, retires, or resigns prior to taking his/her vacation will be compensated for
1050 accrued vacation unused by the employee at the time of separation.
1051 Those under 10.5-month teacher contracts do not earn or accrue vacation, however, are paid
1052 during Spring Break and Winter Recess and are not expected to be in attendance or perform
1053 duties during those breaks.
1054

1055 **TLC Proposed Amendments**

1056 This letter constitutes an agreement between the Des Moines Public Schools and
1057 Des Moines Education Association regarding TLC proposed amendments.

1058 Summary:

- 1059 • 1,525 stipends are projected for the 2023-2024 school year in the following
1060 categories: Coaches: Transformational Leadership Coaches, Instructional Coaches
1061 for All Content, Instruction Coaches for Reading; District Roles: Secondary District
1062 PLC Facilitator, Extended Core PLC Facilitator; School Roles: School Leadership
1063 Team Member, PLC Leader, ELL Leader, Mentor.
- 1064 • All extra days are now included in the stipends, this will not be turned in and paid for
1065 at the workshop rate. By folding the additional days into the salary supplement the
1066 budgeted dollars to TLC will more closely match year-to-year expenditures and is
1067 aligned with state guidance regarding TLC supplemental pay.
- 1068 • We are projected to spend \$11,872,042.09 on TLC roles and positions.
1069

1070 **Summary of Changes:**

TLC Position	2023-24 Revisions
School Leadership Team	<ul style="list-style-type: none">• Increasing 1 position at each high school for Student Voices Teacher• 3 additional days eligible changed to 2 days eligible• Additional day pay included in salary supplement
District PLC Content Facilitators	<ul style="list-style-type: none">• Additional day pay included in salary supplement
Extended Core PLC Facilitators	<ul style="list-style-type: none">• Additional day pay included in salary supplement
PLC Leaders	<ul style="list-style-type: none">• 3 additional days eligible changed to 1 day required• Additional day pay included in salary supplement
ELL Team Leads	<ul style="list-style-type: none">• 3 additional days eligible changed to 1 day required

TLC Position	2023-24 Revisions
	<ul style="list-style-type: none"> • Additional day pay included in salary supplement
Instructional Coaches	<ul style="list-style-type: none"> • 7 additional days eligible changed to 5 days required • Additional day pay included in salary supplement • Remove line 4 in Instructional Coach supplement job description • Remove line 6 in Reading Instructional Coach supplement job description
Mentors	<ul style="list-style-type: none"> • 3 additional days eligible changed to 2 days required • Additional day pay included in salary supplement • Additional days are carried with 1st mentee
System Improvement Coordinator	<ul style="list-style-type: none"> • 4 with salary and supplement (Transformational Leadership Coaches) • 15 supplement only (Curriculum/ELL Coordinators) • 230-day contract
TLC Coordinators	<ul style="list-style-type: none"> • Allocation decreases from 2 to 1 • 230-day contract

1071

1072



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

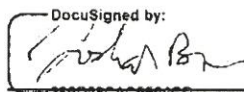
This Memorandum of Understanding ("MOU") is entered into between the Des Moines Independent Community School District (the "District") and Des Moines Education Association (the "Association"). This MOU shall be effective through June 30, 2024.

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. Prior approval for the use of personal days will be waived by the Director of Human Resources 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."
7. Up to 5 unused personal days will be carried over from year to year.
8. 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 29th day of June 2023.

Des Moines Education Association

DocuSigned by:

 389D58C4C3F04C0
 Josh Brown, DMEA President

 6-30-2023
 Blake Hammond, DMEA Representative

Des Moines Independent School District


 Tere Caldwell-Johnson, Board Chair


 Susan Tallman, Chief Talent & Personnel Officer



**COME HERE.
BECOME HERE.**

**Amendment to Memorandum of Understanding
Supplemental pay for Building Technology Specialists for Cyber Incident
Remediation**

This Addendum to the Memorandum of Understanding is made to this MOU dated May 17, 2023.

The first paragraph is hereby replaced in its entirety as follows:

DMPS and DMEA agree to a \$4 dollar payment device for the anticipated additional time spent by Building Technology Specialists (BTS) for a one-time reimage of all active student devices. This work is in direct response to the cyber attack from January 2023 and is imperative to the forward progress of rebuilding and reconnecting our secure network, district-wide.

MOU Language Intent: the intent of the MOU is to recognize the additional time being asked of Building Technology Specialist (BTS) that will carry over after teacher contract ends June 2, 2023.

- The additional work required of the BTS is strictly due to the cyber incident response and is extremely urgent in nature.
- BTSs will be equipped with high-speed USB sticks and the anticipated time to reimage a single device is 10-15 minutes. BTSs will limit their scope of work to reimaging only and exclude the additional steps of device enrollment.
- The rate of pay at \$4 per device is based on the precedent set from the last special engagement and documented in an MOU dated February 7, 2022.
- The number of devices relates to student enrollment at each school. A BTS would be allowed to complete their school and offer to travel to another school to help them complete their inventory.
- The number of devices has been limited, as technology is pulling back 10,000 older devices and removing them from inventory, thus eliminating the need to reimage. This leaves 31,000 to be reimaged.

In all other respects, the May 17, 2023, MOU shall remain in full force and effect.

The parties have agreed to this MOU, on this day of May 17, 2023 by having this signed by their respective leaders and negotiators.

**DES MOINES EDUCATION
ASSOCIATION**

By: *Joshua Brown* 5-17-2023
Joshua Brown, President

By: *Blake Hammond* 5-17-2023
Blake Hammond, Chief Negotiator

**DES MOINES INDEPENDENT COMMUNITY
SCHOOL DISTRICT**

By: *Teree Caldwell-Johnson*
Teree Caldwell-Johnson, Board Chair

By: *Susan Tallman*
Susan Tallman, Chief of Talent & Personnel



Memorandum of Understanding

between the
Des Moines Education Association (DMEA)
and the
Des Moines Independent Community School District (DMPS)

DMPS and DMEA agree to amend the *Leaves of Absence* article in the Certified Comprehensive Agreement, specifically relating to *Sick Leave*, on pages 11 and 12, increasing the carryover from 115 to 130 Sick Leave days effective the 2023-24 school year.

Proposed Changes:

Article XI: Leaves of Absence

B. Sick Leave

4. Effective with the 2013-14 ~~2023-24~~ school years, employees ~~(other than SUCCESS employees)~~ may accumulate up to ~~115~~ 130 days for use as sick leave. ~~For SUCCESS employees, there is no limit on the total number of days that may be accumulated.~~

**From pages 11 & 12 of the DMEA Certified Collective Bargaining Agreement*

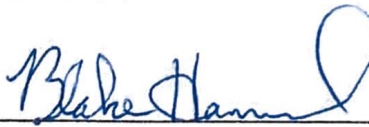
***SUCCESS language was struck through because they are moving from the Certified Contract to the ESP Contract for 2023-24 contract year.*

MoU Intent:

- This agreement increases the ceiling for sick leave carryover from 115 days to 130 days.

The parties have caused this agreement to be signed by their respective leaders and negotiators on the 1st day of May 2023.


ASSOCIATION

By 
Blake Hammond, Chief Negotiator

By 
Joshua Brown, President

SCHOOL DISTRICT

By 
Tere Caldwell-Johnson, Board Chair

By 
Susan Tallman, Chief of Talent & Personnel

5-24-2023
Date

May 24, 2023
Date