# Comprehensive Agreement

## between the

## Des Moines Independent Community School District

## and the

## Des Moines Education Association

## 2024-2029

## Des Moines, Iowa

# BOARD OF DIRECTORS

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## ARTICLE I: PREAMBLE

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

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

## ARTICLE II: RECOGNITION

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

> INCLUDED: Regular full-time certified and regular part-time certificated teachers, including librarians, counselors, nurses, speech clinicians, school psychologists, school social workers, pupil service coordinators, school nurse practitioners, consultant teachers, homeschool workers, media specialists, and intern associate principals.
>
> EXCLUDED: All other school district employees, including all supervisors and all other employees excluded by Section 4 of the Iowa Public Employment Relations Act of 1974. For purposes of this agreement, supervisors are defined as those who have the authority to hire, assign, transfer, promote, discharge, discipline, evaluate, or process grievances of other employees or have the responsibility to make recommendations thereon.

## ARTICLE III: DEFINITIONS

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

represented by the Association in the bargaining unit as defined and certified by PERB who are employed less than six (6) hours each workday.

F. The term probationary employee as used in this Agreement shall mean all employees represented by the Association in the bargaining unit as defined and certified by the PERB. Probationary employees are required to serve the probationary period delineated in Chapter 279 of Iowa Code. Periods of absence from work shall not be counted toward completion of the probationary period. A probationary employee shall have no seniority until completion of the probationary period.

G. Seniority shall be attained upon successful completion of the employee's probationary period and shall be defined as the number of consecutive years of employment in the district, including the probationary years. In cases where two (2) or more employees begin employment on the same date, the date of application shall establish the order of seniority. Extended leaves of absence shall not be credited to the determination of an employee's seniority status.

## ARTICLE IV: SEPARABILITY

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

## ARTICLE V: FINALITY AND EFFECT OF AGREEMENT

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

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

## ARTICLE VI: DURATION

A. This Agreement shall remain in full force and effect from August 1, 2024, and shall continue in effect until midnight on July 31, 2029. The parties agree to reopen Article XIII annually and may agree to open other issues during the duration of this contract by the mutual consent of the Employer and the Association.

1. 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 31, 2024.

| Des Moines Independent Community School District | | Des Moines Education Association | |
|---|---|---|---|
| 7/31/24 | | 7/30/2024 | |
| Board Chair | Date | President | Date |
| 7/31/2024 | | 7-30-2024 | |
| Chief Negotiator | Date | Chief Negotiator | Date |

## ARTICLE VII: RIGHTS

A. **Public Employer Rights**. Public employers shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:
   1. Direct the work of its public employees.
   2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency.
   3. Suspend or discharge public employees for proper cause.
   4. Maintain the efficiency of governmental operations.
   5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
   6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
   7. Take such actions as may be necessary to carry out the mission of the public employer.
   8. Initiate, prepare, certify, and administer its budget.
   9. Exercise all powers and duties granted to the public employer by law.

B. **Association Rights**. The Association and its members shall have the right to:
   1. Use school facilities for general Association meetings contingent upon receipt of approval from the office of the Superintendent.
   2. Hold Association building meetings in school buildings contingent upon receipt of approval from the office of the building principal.
   3. Distribute Association material through the school messenger service and building mailboxes with the annual approval from the office of the Superintendent.
   4. Post notices of activities and matters of Association concern on Association bulletin boards located in either faculty lounges or such other places as designated by the building principal.
   5. Direct duly authorized representatives of the Association and their respective affiliates to discuss Association matters in the school building during the workday with the approval of the building principal.
   6. Be furnished on request regularly and routinely prepared information concerning the financial condition of the district, including the annual financial report and adopted budget, but nothing herein shall require the Employer to research and assemble information.

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

## ARTICLE VIII: PROFESSIONAL DEVELOPMENT

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

B. **Educator Quality/Professional Development Committee**.
   1. Makeup. Pursuant to Iowa Code §284.4(1)(b), the Committee shall have equal representation of administrators and teachers. The teacher members shall be appointed by the certified employee organization. The administrator members shall be appointed by the Superintendent or their designee. The Superintendent or their designee shall serve as chairperson.
   2. Responsibility. The Educator Quality/Professional Development Committee shall be established to make recommendations to the Office of the Superintendent or their designee on the general plan for the Employer's professional development as well as the utilization of Educator Quality ("EQ") funds. The Employer and Association recognize that teachers are necessary contributors to student and school success. Therefore, the recommendations for Employer-provided or sponsored in-service/professional development training/activities shall be collaboratively developed by the Employer and the Association.
   3. Released Time. Members of the Educator Quality/Professional Development Committee shall be granted released time to fulfill their responsibilities upon receipt of approval by the Office of Talent and Personnel. Attendance of employees at Professional Development Steering Committee meetings that occur outside the employee's contract hours shall be paid at the regular workshop rate.

C. **Collaboration Time**. Pursuant to Iowa Code §284.6(8), the Employer will provide a minimum of thirty-six (36) hours of collaboration time during the school year. This time will be provided to teachers to allow them to collaborate with one another to deliver educational programs and assess student learning or to engage in peer review, as provided by Iowa Code §284.8(1). Individual preparation time will not be used to provide this collaboration time.

## ARTICLE IX: COLLABORATION

A. **Principal/DMEA Building Representation Relations**. In September, the Association Building Representative and each building representative will meet for the following purposes:
   1. Reviewing and discussing conditions in the school and any problems which may exist in the building. (non-contract issues).
   2. Review procedures within the building. (Such building procedures shall not be inconsistent with school board policy).
   3. Building Representatives will provide an agenda in advance. Should the Association consider the Employer not fulfilling its obligations they shall review that claim directly with the Superintendent or their designee.
   4. Additional meetings may be held at the request of either party. The Association or Talent and Personnel representative may attend the meeting.

B. **Professional Labor Management and Handbook Committee**. The Association and the Employer agree to establish a Professional Labor Relations Team. Meetings would be scheduled with the purpose of collaborative discussion and problem-solving regarding employment matters not referred to in the Comprehensive Agreement and other matters mutually agreed upon. Part of the Association's delegation will be made up of at least the chief negotiator and the Teacher Advisory Committee (TAC) chairs.

These meetings may be scheduled up to six (6) times per year. Likewise, the parties are not required to hold meetings should they agree otherwise.

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

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

## ARTICLE X: HOURS

A. **Work Day**.

1. Length of Day. The total workday shall consist of not more than 7 hours and 45 minutes and shall include a scheduled duty-free lunch period as provided to employees under Subsection 3 of this Article.
2. Arrival and Dismissal Time. The Employer shall determine the arrival and departure time for each employee. Employees shall not be required to remain in the building after students have vacated the building preceding a holiday or vacation, or designated parent-teacher conference flex day.
3. Lunch Period. Employees shall have a scheduled duty-free lunch period of at least 30 uninterrupted minutes. They shall not be required to be available during this scheduled lunch period for conferences with students or parents or for supervision unless an emergency situation arises involving the safety of students or their presence is required by law.
4. Leaving the Building. Employees may leave their building during the time encompassed by the employee's workday upon receipt of permission from their principal, their supervisor, or the Employer's appointed designee.
5. The following in-service time will change from building directed to teacher directed: the day before the first day of school will be a half day of building directed and a half day of teacher directed time. An additional half-day of teacher-directed time will be provided during the first two pre-service days; the day after the last day of school will be all teacher directed.
6. Every reasonable effort will be made to provide a teacher with their scheduled planning time. Time for team planning, data teams, or other meetings will be avoided when possible, during a teacher's individual scheduled planning time. When a teacher volunteers or is required to use their scheduled planning time to cover as a substitute teacher, they will be compensated for the designated day assignment rate for teaching found in Appendix 2. For elementary buildings, if the building administrator divides and assigns the students of an absent core classroom teacher into the classrooms of other core teacher(s) for a half-day or more, the core teacher(s) receiving the additional students shall equally divide the daily substitute

rate for each day this is utilized. Teachers will be paid in half day increments for class splits of up to half the school day, or full day increments for class splits of more than half the school day.

7. Special education teachers (school based special education teachers with a student roster) will be permitted up to 40 hours per school year at the workshop hourly rate as found in Appendix 2 to be used at their discretion for IEP reporting and documentation (not conducting IEP meetings) outside of contract hours, with the following goals:
   a) Ensure that IEPs are up to date according to federal law, state guidelines, and district requirements (evidenced by the number of incidents of violations).
   b) Provide additional support and compensation to teachers in the area of IEP development and progress monitoring outside of the contract day.
   c) Staff may work from home, but documentation must be kept at school and available upon request at school.

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

B. **Faculty Meetings and Student/Family Activities.**
   1. Faculty Meetings. An employee may be required to remain after the end of the regular workday for the purpose of attending faculty meetings no more than two (2) times each month that school is in session. A faculty meeting is defined as a meeting where all certified staff are expected to attend. Attendance at such faculty meetings shall not be required longer than sixty (60) minutes beyond their pupils' regular dismissal time.
   2. Student/Family Activities. Prior to the start of the school year, the Employer will compile a list of Student/Family Activities occurring outside of the employee contract hours for the school year. The Employer, in collaboration with the Association, shall assign a point value ranging from one (1) to four (4) points, based on the estimated time and/or effort required per activity. Each employee shall be expected to accumulate two (2) points per semester. In the event an employee accepts an activity worth three (3) or four (4) points, the employee shall only be required to accumulate four (4) points total for the school year.

## ARTICLE XI: SERVICE YEAR

A. Employees of the bargaining unit agree to a service year of 195 days. Teachers with previous teaching experience who are new to the District agree to a service year of 199 days.
   1. All teachers with an initial license agree to participate in a two-year induction program in the District. For initial license teachers in Year 1, the contract year will be 199 days. For initial license teachers in Year 2, the contract year will be 195 days.
   2. For new employees to the Student Services Department (SLP, social worker, school

psychologist, special education consultant, OT, PT, AT, and BCBA), the contract year will be 199 days. For initial license employees in Year 2, the contract year will be 195 days.

B. Paid holidays, which will be given to those employees who are contracted to work at the time of the holiday, are as follows:
   1. July 4th (230 and 260 day employees only)
   2. Labor Day
   3. Thanksgiving Day (2 days)
   4. Winter Break (230 and 260 day employees only)
   5. New Year's Day (230 and 260 day employees only)
   6. Spring Recess (5 days)
   7. Memorial Day
   8. Juneteenth (230 and 260 day employees only)

C. Professional development during the service year will be designated on employee calendars.

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

## ARTICLE XII: LEAVES OF ABSENCE

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

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

B. **Sick Leave.**
   1. An employee must report the intention to be absent from duty to the designated Employer representative by at least one (1) hour before the employee's regular contract time on the day of the absence. If possible, notification should be given on the previous day or earlier.
   2. Regular full-time employees shall be allowed a sick leave of fifteen (15) working days during their first year of employment and fifteen (15) working days each year thereafter without loss of pay. If an employee does not use the allotted days during the contract year, the unused days will be added to the allowance for the succeeding year.
   3. Effective with the 2024-2025 school year, employees may accumulate up to 145 days for use as sick leave. In case of absences for illness or injury in any one year exceeding the aggregate of days allotted for that year, the excess shall be deducted from the employee's accumulated days. At the end of the year, any of the accumulated days which are unused shall be added to the regular allowance for the

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

C. **Family Illness Leave.**
   1. In the event of illness in the immediate family, an employee shall be allowed to use up to a total of fifteen (15) days of sick leave in a contract year without loss of salary. The immediate family shall be construed to mean only the following: spouse, parent, child, or sibling (including biological, step, adoptive, and foster, and in-laws for parent and child only). A statement from a responsible person other than the employee may be required as proof of illness.

D. **Adoption, Placement, and Bonding Leave.**
   1. Up to fifteen (15) days of the employee's sick leave in a contract year may be utilized following the adoption or placement of a child in foster care in the employee's home, to be taken within the first twelve (12) months following such adoption or placement.

E. **Bereavement/Hospice/Funeral Leave.**
   1. In case of the death of an immediate family member, grandparent, or grandchild of the employee or their spouse, the employee shall be granted permission to be absent from duty for as many days, not to exceed five (5) during the individual employee's contract year as may be necessary for attendance at the funeral and for any other purposes directly arising out of said death without loss of salary. The immediate family shall be construed to mean only the following: spouse, parent, child, sibling (including biological, step, adoptive, foster, or legal dependent).
   2. Up to two (2) of the five (5) allowed bereavement days may be Hospice Leave.
   3. In case of the death of other relative or person of unusually close personal relationship, one day, or two half days, of absence shall be allowed during the individual's contract year without loss of pay. The Office of Talent and Personnel shall have the authority to extend the above provisions for any other purpose directly arising out of said death, and no deduction of pay shall be made for the days of absence required.
   4. An employee who is paid while on bereavement leave during their extended service year shall have the obligation to complete their extended work assignment at no additional pay.

F. **Personal Leave.**
   1. 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.
   2. An employee planning to use a personal day shall notify their supervisor at least five (5) working days in advance, except in cases of unforeseen emergency. An

emergency is defined as "an unexpected occurrence or set of circumstances which require the immediate attention and presence of the employee." Requests for personal leave must be made through the method determined by the Employer.

3. The Employer will accept requests for personal leave no earlier than July 1 for the period of July 1 through September 30. Personal leave requests for October 1 through the end of the contract year will be accepted no earlier than the first day of student contact for the school year.
4. No personal leave will be granted during conferences, provided that the dates of conferences are announced prior to the first day of student contact for the school year.
5. Such an absence may not be taken during the first five (5) days of student contact at the beginning of the school year and the last five (5) days of student contact at the end of the school year.
6. Such absence may not be taken on the last scheduled work day immediately before Spring Break.
7. Approval of personal leave shall not be rescinded by the Employer once approved.
8. Up to five (5) unused personal days will be carried over from year to year.
9. Up to two (2) unused personal days per contract year may be paid out to the employee on June 30 at the District's standard substitute rate.

G. **Vacation Accrual for 12- Month Teacher Contracts**.

1. Eligibility. Twelve (12)-month teacher contract employees will be granted an annual paid vacation period at the end of each fiscal year. The paid vacation period will be based upon the employment in that fiscal year and will be prorated for those employees who work less than the full fiscal year. The paid vacation period will be computed from the employee's total length of continuous service.

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

The service requirement during the first fiscal year of employment will be determined by the most recent day of hire. All yearly service requirements will be based on service during the complete fiscal years. More than eleven (11) months of employment in the first fiscal year of employment will count as one full fiscal year of employment. No vacation days may be taken in advance of their accrual. At least half of the month must be worked in order to receive credit for that month toward vacation. Vacation accrued during one fiscal year must be used before the end of the following fiscal year. Twelve (12) month teachers may carry a balance of up to twice their annual accrual into the following year.

Only exceptional reasons for variations from this procedure may be considered by the Chief of Talent and Personnel or their designee.

2. Vacation Pay. The rate will be the employee's regular straight time rate of pay.

Employees will receive pay for vacation at the time of their regularly scheduled paydays. An employee working less than the fiscal year will receive prorated pay for vacation following the conclusion of service.

3. Vacation Periods. Vacation schedules will be set by the employee's immediate supervisor(s) and sent to the Office of Talent and Personnel for approval. Employees may request a particular period for vacation. Vacation days may not be taken in advance of their accrual. Those employees who are on a twelve (12)- month teacher contract are paid during Spring Break and Winter Break; however, those employees are not expected to be in attendance or perform duties during those breaks.
4. Working During Vacation. In order to work during vacation periods, pre-approval must be received from the building administrator or immediate supervisor. Those days worked would be available as vacation to be taken later during the same fiscal year.
5. Termination of Service. Any employee on a twelve (12)- month teacher contract who is laid off, discharged, retires, or resigns prior to taking their vacation will be compensated for accrued vacation unused by the employee at the time of separation. Those under 230-day teacher contracts do not earn or accrue vacation; however, those employees are paid during Spring Break and Winter Break and are not expected to be in attendance or perform duties during those breaks.

H. **Sabbatical Leave**.

1. A sabbatical leave may be granted to a regular full-time employee for the purpose of study, travel, or other reasons involving probable advantage to the Employer. A sabbatical leave shall be for either one (1) or two (2) consecutive semesters. Written application must be made to the Chief of Talent and Personnel or their designee before the last day of the first semester for the following year, or by the last day of the second semester of the prior year for the second semester of the next year. An employee requesting sabbatical leave must have completed five (5) consecutive satisfactory full-time years of service with the Employer following probation. An employee on sabbatical leave shall be provided the opportunity to purchase insurance benefits at the Employer plan's premium cost. No more than five (5) teachers may hold sabbatical leaves simultaneously.

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

I. **Educational/Professional Purpose.**

1. Attendance at educational meetings or visiting other schools is permitted at full pay if the Office of Talent and Personnel approves such absence. If any regular full-time employee wishes to be absent from duty for a brief period to attend a professional meeting, or to visit schools, a written request for approval of such absence on a form

as provided by the Employer should be signed by the principal or supervisor and filed in the Office of Talent and Personnel at least ten (10) day prior to the first day of anticipated absence.

J. **Extended Leaves Without Pay.**

Extended leaves of absence may be granted for health, professional study, or family responsibilities, which may include child nurturing. Employees may request extended leaves of absence without pay for a period of time to be terminated at the conclusion of the semester during which leave commenced or for one additional semester following the conclusion of the semester in which the leave commenced. An employee shall file an application with the Office of Talent and Personnel. The application shall be reviewed by that Office and will be submitted to the Board of Directors for their consideration. The employee's service will resume either at the beginning of the fall or spring semester in accordance with the leave of absence agreement.

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

K. **Summer School.**

Employees engaged in teaching summer school shall be granted two (2) summer school days of absence in a single term for either sick leave or emergency leave, or a combination of both, non-accumulative.

L. **Jury Duty.**

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

M. **Religious Holidays.**

Employees whose religious affiliation requires the observance of holidays other than those regularly scheduled in the school calendar may be excused by the Office of Talent and Personnel without loss of compensation. Employees will be eligible to use personal leave as religious leave. If additional unpaid leave is requested, it will be granted in accordance with the law.

N. **Military Reserve Training**.

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

O. **Military Service.**

Leaves of absence are granted for military purposes, not to exceed the enlistment or draft period. On completion of military service, the salary of the employee is entitled to reinstatement at the same wages they would have received had they not taken such a leave, but subject to the following conditions: that the position was not abolished, that they are physically and mentally capable of performing the duties of the position, that they provide a written application for reinstatement to the Office of Talent and Personnel within ninety (90) days after termination of military service, that they submit an honorable or general discharge from the military service, and that they have the appropriate license(s) and certification(s).

P. **Regular Part-Time Employees**.

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

Q. **Kofu, Japan Teacher Exchange**.

1. Any DMPS teacher wishing to become an exchange teacher will fill out a leave of absence form following Employer procedures. The following will apply:
   a) A teacher who teaches one (1) year in Kofu, Japan, shall move one (1) step on the salary schedule upon their return to the District to teach.
   b) A teacher who chooses to teach a 2nd year in Kofu, Japan, shall move 1 step on the salary schedule from the time they left the District as a teacher and returns to the District to teach.
   c) If a teacher chooses to teach a 3rd year in Kofu, Japan, the teacher must resign from their District teaching contract within 21 days of being issued a District teaching contract for the next school year.
   d) Teachers will continue to have access to their District email while teaching in Kofu, Japan.
   e) Upon return to the District to teach after teaching 1 or 2 years in Kofu, Japan, the teacher shall be assigned a teaching position following procedures for excess teachers.

## ARTICLE XIII: COMPENSATION

A. **Basic Salary of Employees**.

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

B. **Extra Duty Pay for Supplemental Job Assignments**.

1. Assignments for which an employee may receive Extra Duty Pay will be made on an individual basis between the employee to perform the service and the Employer. Extra Duty Pay shall be granted to those employees assigned by the Employer to serve in any job classification established by the Employer and listed in Appendix 2. As a condition for receipt of Extra Duty Pay, an employee shall be expected to provide service necessary to fulfill all job responsibilities associated with the supplemental job assignment.
2. The Employer shall make said assignment. No such assignment shall exceed the duration of one (1) year.

C. **Extra Pay for Extra Duties**.

1. Extra activities for which an employee may receive extra pay will be assigned on an individual basis between the employee to perform the service and the Employer. No such assignment shall exceed the duration of one (1) year. An employee assigned extra duties will be paid on the schedule of Supplemental Pay for Extra Duties as set forth in Appendix 2 which is attached hereto and incorporated into this Agreement. As a condition for receipt of extra pay, an employee shall be expected to provide service to fulfill all job responsibilities associated with assigned extra duties.

D. **Effective Date**.

1. The salary and supplemental pay schedules contained in this Agreement shall take effect on August 1, 2024. Deferred payments to employees for work performed prior to this Comprehensive Agreement will be made with reference to the salary schedule in effect when the work was performed.

E. **Reclassification**.

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

   Credits and Courses that cannot be used for salary advancement include: mandatory reporter, mandatory employer-required trainings (e.g. Vector Solutions), IEPDP, universal precautions, hosting a student teacher, courses taken for instructional hours only, and courses that do not pertain to the staff member's current employment with DMPS or potential future employment with DMPS (including courses that would enable the Employee to seek employment in new areas of certification or advancement into leadership/administrative positions).

F. **Transcripts**.

1. Employees must provide the Office of Talent and Personnel with an official copy of their transcript. If the employee has earned a new degree, the conferred date and major need to be listed on the transcript. International transcripts need to be evaluated by NACES (National Association of Credential Evaluation Services). Obtaining proper documentation is at the cost of the employee.

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

1. **BA**- An employee has obtained a bachelor's degree.
2. **BA +15**- An employee has earned at least 15 semester hours of approved credits beyond the bachelor's degree.
3. **BA +30**- An employee has earned at least 30 semester hours of approved credits

beyond the bachelor's degree.

4. **MA**- An employee has obtained a master's degree specifically related to the field of education. Except for those master's degree programs which require 45 or more graduate credit hours, all master's degrees will be recognized for placement in this lane regardless of the number of credit hours required to obtain the master's degree.
5. **MA +15**- An employee has earned at least 15 semester hours of approved credits beyond the master's degree. 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.
6. **MA +30**- An employee has earned at least 30 semester hours of approved credits beyond the master's degree.
7. **MA +45**- An employee has earned at least 45 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.
8. **Ph.D./Ed.D**- An employee has obtained a Ph.D. or Ed.D. specifically related to the field of education.

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 requirements for and the conferring of the applicable degree.

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

Employees who earned their master's degree ON or BEFORE June 30, 2016, and 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.

H. **Approval for Courses of Study**.

1. Degree Program Approval. Employees may submit their course of study approved by the degree-granting institution to the Office of Talent and Personnel for approval *prior* to the beginning of course work. If approved by the Office of Talent and Personnel, no other approval is required for this course of study.
2. Individual Course Approval. Employees may submit the appropriate form 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 and Personnel for advancement on the salary schedule.
3. Professional Development. Credit approval will be granted from completed transcripts provided to the Office of Talent and Personnel. If no prior approval is obtained, the employee may submit the appropriate photocopy of the certified transcript to the Office of Talent and Personnel with no assurance of approval for advancement on the salary schedule. If the Office of Talent and 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 Superintendent, or their designee(s). 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 and Personnel for evaluation by September 15 and February 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.

| Date Transcripts Submitted | Date Reclassification (new pay) Takes Effect |
|---|---|
| September 15, 2024 | December 2024 |
| February 15, 2025 | Fall of 2025 |

4. 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 2024-25 if service that meets performance standards has been provided by the employee during the 2023-24 service year and the employee is not at the maximum step of their educational classification. To be eligible for step advancement for the next contract year, the employee must have started working under contract no later than the first student contact day of second semester of the current contract year. 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 their educational classification. No more than one step advancement shall be granted to 2023-24 regular part-time employees to determine initial placement on the 2024-25 regular salary schedule.

I. **2024-2025 Schedule of Payments**.

September 13 and 30, 2024
October 15 and 31, 2024
November 15 and 29, 2024
December 13 and 31, 2024
January 15 and 31, 2025
February 14 and 28, 2025
March 14 and 31, 2025
April 15 and 30, 2025
May 15 and 30, 2025
June 13 and 30, 2025
July 15 and 31, 2025

August 15 and 29, 2025

J. **2024-2025 Schedule of Payments for 230-day Employees**. Employees on a 230-day contract shall be given the option of being paid in accordance with the pay schedule above or receiving spread pay over 26 pay periods to receive paychecks in August 2024.

## ARTICLE XIV: HEALTH PROCEDURES

A. **Nursing Mothers**. It shall be the employee's responsibility to notify the employee's building administrator or direct supervisor of the need to express milk during the work day. The employee, school nurse, and building administrator/direct supervisor 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. The designated location for expressing breastmilk at each work site will be communicated to all staff at the beginning of each school year.

## ARTICLE XV: SAFETY PROCEDURES

Safety is a mutual concern of the Employer and employee. The Employer shall be alert to unsafe practices, equipment, or conditions and shall endeavor to provide a safe place of employment.

The employee, in the course of performing duties associated with the mission of the Employer, shall be alert to unsafe practices, equipment, or conditions and shall endeavor to report any unsafe practices, equipment, or conditions to their immediate supervisor.

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

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

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

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

## ARTICLE XVI: GRIEVANCE PROCEDURE

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

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

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

D. **Levels of Grievance Procedures**.
   1. Level One- Principal or Immediate Supervisor (Informal). An employee with a grievance shall first discuss it with the principal or immediate supervisor, with the objective of resolving the matter informally.
   2. Level Two- Principal or Immediate Supervisor (Formal). If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal or immediate supervisor. The form for filing the grievance shall be designed by the Association, and subject to the approval of the Employer. The written grievance shall state the nature of the grievance and shall state the remedy requested. The filing of the formal written grievance at the second step must be within fifteen (15) working days after the date of occurrence of the event giving rise to the grievance. The principal or immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee within ten (10) working days after receipt of the grievance.
   3. Level Three- Director of Personnel Responsible under the Superintendent's Level or their Designee. In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved employee shall file, within five (5) working days of the

principal's or immediate supervisor's written decision at the second level, a copy of the grievance with the Director of Personnel responsible under the Superintendent's level or their designee. Within ten (10) working days after such written grievance is filed, the aggrieved and the Director of Personnel responsible under the Superintendent's level or their designee shall meet to resolve the grievance. The Director of Personnel responsible under the Superintendent's level or their designee shall file an answer within ten (10) working days of the third level grievance and communicate it in writing to the employee and the principal or immediate supervisor.

4. Level Four- Superintendent. In the event a grievance has not been satisfactorily resolved at the third level, the aggrieved employee shall file, within five (5) working days of the Director of Personnel responsible under the Superintendent's level or their designee's written decision at the third level, a copy of the grievance with the Superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved and Superintendent or their designee shall meet to resolve the grievance. The Superintendent or their designee shall file an answer within ten (10) working days of the Level Four grievance meeting and communicate it in writing to the employee and the Director of Personnel responsible under the Superintendent's level.
5. Level Five- Binding Arbitration.
    a) If the aggrieved person is not satisfied with the disposition of the grievance by the Employer, the aggrieved person and the Association shall meet within five (5) working days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.
    b) If the Association determines that the grievance is meritorious, it may, with concurrence of the aggrieved, submit the grievance to arbitration within five (5) working days.
    c) Within ten (10) working days after written notice to the Employer of submission to arbitration, the Employer and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain said commitment within the specified period, a written request for a list of arbitrators shall be made to the Iowa Public Employment Relations Board (PERB). The parties, within five (5) days of receiving said list, shall attempt to mutually agree upon an arbitrator. If the parties have not so agreed within five (5) days, then, from the list of arbitrators provided by PERB, each of the parties (the moving party striking first) shall strike one (1) name at a time from the panel until only one (1) name remains. The person whose name remains shall be the arbitrator.
    d) The arbitrator so selected shall confer with the representatives of the Employer, the employee, and the Association. The arbitrator shall hold hearings promptly and shall issue their decision not later than fifteen (15) working days from the date of the close of the hearings. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning, and conclusions in the issues submitted. The arbitrator, in their opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. Their decision must be based

solely and only upon their interpretation of the meaning or application of the express, relevant language of the Agreement. The decision of the arbitrator shall be submitted to the Employer, the employee, and the Association, and shall be binding on the parties.

e) The costs for the services of the arbitrator, including per diem expenses, necessary travel, subsistence expenses, and cost of the hearing room shall be borne equally by the Employer and the Association.

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

F. **Availability of Forms**. Forms for filing a grievance shall be available at the office of the Association.

G. **Retaliation Prohibited**. The Employer shall not retaliate against an employee for filing a grievance.

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

# Appendix 1: 2024-2025 Salary Schedules

## Certified Teachers Salary Schedule

| Step * | RN ** | RN + 30 ** | BA | BA + 15 | BA + 30 | MA | MA + 15 | MA + 30 | MA + 45 | PhD/Ed.D |
|---|---|---|---|---|---|---|---|---|---|---|
| **Generator Base** | **$27,630** | | **$33,289** | | | | | | | |
| **1 *** ** | *No longer in use for New-to-Profession* | | | | | | | | | |
| **2 *** ** | *No longer in use for New-to-Profession* | | | | | | | | | |
| **A** | 38,899 | 42,422 | 47,500 | 48,179 | 49,011 | 50,093 | 51,757 | 53,422 | 54,422 | 55,422 |
| **B** | 40,074 | 43,596 | 48,013 | 49,177 | 50,509 | 51,757 | 53,422 | 55,086 | 56,086 | 57,086 |
| **C** | 41,317 | 44,840 | 49,011 | 50,675 | 52,007 | 53,422 | 55,086 | 56,751 | 57,751 | 58,751 |
| **D** | 42,629 | 46,152 | 50,509 | 52,173 | 53,505 | 55,086 | 56,751 | 58,415 | 59,415 | 60,415 |
| **E** | 43,942 | 47,465 | 52,007 | 53,671 | 55,003 | 56,751 | 58,415 | 60,080 | 61,080 | 62,080 |
| **F** | 47,016 | 48,742 | 53,505 | 55,169 | 56,584 | 58,415 | 60,080 | 61,744 | 62,744 | 63,744 |
| **G** | 47,516 | 51,920 | 55,086 | 56,751 | 58,249 | 60,163 | 61,744 | 63,409 | 64,409 | 65,409 |
| **H** | 47,516 | 52,420 | 56,751 | 58,415 | 59,913 | 61,994 | 63,409 | 65,073 | 66,073 | 67,073 |
| **I** | 47,516 | 52,420 | 58,415 | 60,080 | 61,578 | 63,825 | 65,156 | 66,737 | 67,737 | 68,737 |
| **J** | 47,516 | 52,420 | 60,080 | 61,744 | 62,410 | 65,656 | 66,987 | 68,402 | 69,402 | 70,402 |
| **K** | 47,516 | 52,420 | 64,823 | 66,654 | 67,653 | 68,486 | 68,818 | 70,150 | 71,150 | 72,150 |
| **L** | 47,516 | 52,420 | 65,323 | 67,154 | 68,153 | 72,813 | 74,310 | 77,640 | 78,640 | 79,640 |
| **M** | 47,516 | 52,420 | 65,323 | 67,154 | 68,153 | 73,313 | 74,810 | 78,140 | 79,140 | 80,140 |
| **N** | 47,516 | 52,420 | 65,323 | 67,154 | 68,153 | 73,313 | 74,810 | 78,140 | 79,140 | 80,140 |
| **O** | 47,516 | 52,420 | 65,323 | 67,154 | 68,153 | 73,313 | 74,810 | 78,140 | 79,140 | 80,140 |
| **P** | 47,516 | 52,420 | 65,323 | 67,154 | 68,153 | 73,313 | 74,810 | 78,140 | 79,140 | 80,140 |
| **Q** | 47,516 | 52,420 | 65,323 | 67,154 | 68,153 | 73,313 | 74,810 | 78,140 | 79,140 | 80,140 |
| **R** | 47,516 | 52,420 | 66,155 | 67,987 | 68,985 | 74,145 | 75,642 | 78,972 | 79,972 | 80,972 |
| **S** | 48,207 | 52,611 | 66,155 | 67,987 | 68,985 | 74,145 | 75,642 | 78,972 | 79,972 | 80,972 |
| **T** | 48,207 | 52,611 | 66,155 | 67,987 | 68,985 | 74,145 | 75,642 | 78,972 | 79,972 | 80,972 |
| **U** | 48,207 | 52,611 | 66,155 | 67,987 | 68,985 | 74,145 | 75,642 | 78,972 | 79,972 | 80,972 |
| **V** | 48,207 | 52,611 | 66,155 | 67,987 | 68,985 | 74,145 | 75,642 | 78,972 | 79,972 | 80,972 |
| **W** | 48,207 | 52,611 | 66,155 | 67,987 | 68,985 | 74,145 | 75,642 | 78,972 | 79,972 | 80,972 |
| **X** | 48,207 | 52,611 | 66,155 | 67,987 | 68,985 | 74,145 | 75,642 | 78,972 | 79,972 | 80,972 |
| **Y** | 48,898 | 53,302 | 66,987 | 68,819 | 69,817 | 74,977 | 76,474 | 79,804 | 80,804 | 81,804 |
| **Z** | 48,898 | 53,302 | 66,987 | 68,819 | 69,817 | 74,977 | 76,474 | 79,804 | 80,804 | 81,804 |

| | | | | |
|---|---|---|---|---|
| *210 Contract* | *CALCULATION: (({195 contract} - 5985) * 1.08) + 5985* | | **TSS** | **$ 5,985** |
| *230 Contract* | *CALCULATION: (({195 contract} - 5985) * 1.14) + 5985* | | **Wrkshp Rate** | **$ 31.62** |
| *260 Contract* | *CALCULATION: (({195 contract} - 5985) * 1.24) + 5985* | | | |

** Steps do not necessarily indicate years of experience or service*

*** RN and RN30 Lanes include the TSS of $5,985. A formal Statement of Professional Recognition must be on file to include TSS.*

**** No longer in use for New-to-Profession*

Generator Base **$33,289**

Non-degreed nurses' generator base = ____ % of teachers' generator base

Minimum salary for certified teachers **$47,500**

*Maximum step for lane

** Salaries include the $5,985 Teacher Compensation pay which is subject to change annually. You must be eligible to receive Teacher Compensation pay.

**ADDITIONS TO SALARY**

# Appendix 2: 2024-2025 Extra Duty Pay Schedule

*Unless otherwise noted, all compensation is expressed as a % of $33,289*

| Extra Duty Pay Schedule | % | YEAR | AMOUNT |
|---|---|---|---|
| Academic Decathlon Asst HS* | 9.6 | Year | 3,196 |
| Academic Decathlon Head HS | 14.8 | Year | 4,927 |
| Adjunct Virtual Teacher HS | | Sem | 2,500 |
| Brother to Brother | 10.6 | Year | 3,529 |
| Cheerleading HS Asst | 10.6 | Year | 3,529 |
| Cheerleading HS Head | 21.2 | Year | 7,057 |
| Cheerleading MS | 6.6 | Year | 2,197 |
| Choreography HS | 5.3 | Year | 1,764 |
| Color Guard HS | 10.6 | Year | 3,529 |
| Dance Team HS | 10.6 | Year | 3,529 |
| Drama Asst HS | 10.6 | Year | 3,529 |
| Dramatics HS Head | 18 | Year | 5,992 |
| Dream to Teach Mentor | 6.2 | Year | 2,064 |
| Drum Line HS | 10.6 | Year | 3,529 |
| Flex Academy Leader HS | 3.2 | Year | 1,065 |
| Forensics/Debate Asst HS* | 9.6 | Year | 3,196 |
| Forensics/Debate Head HS | 14.8 | Year | 4,927 |
| Grief Response Team Leader | 5.2 | Year | 1,731 |
| GSA-Gender Sexuality Alliance HS | 6.2 | Year | 2,064 |
| GSA-Gender Sexuality Alliance MS | 5.3 | Year | 1,764 |
| Intern Assistant Principal EL | 10.6 | Year | 3,529 |
| International Program District Wide | 22.55 | Year | 7,507 |
| Journalism HS | 10.6 | Year | 3,529 |
| Music - HS Jazz Band | 10.6 | Year | 3,529 |
| Music - HS Show Choir | 10.6 | Year | 3,529 |
| Music - HS Vocal Accompanist | 5.3 | Year | 1,764 |
| Sisters for Success | 10.6 | Year | 3,529 |
| Special Olympics HS/MS | 7.1 | Year | 2,364 |
| Speech Coach HS | 9.6 | Year | 3,196 |
| Student Government HS | 5.3 | Year | 1,764 |
| Technology Device Manager | | Hourly | 31.62 |
| Technology Specialist Level 1 (0-349 Students) | 3.2 | Year | 1,065 |
| Technology Specialist Level 2 (350-699 Students) | 6.3 | Year | 2,097 |
| Technology Specialist Level 3 (700+ Students) | 9.6 | Year | 3,196 |
| Testing Specialist – EL | 2.1 | Year | 699 |

| Extra Duty Pay Schedule | % | YEAR | AMOUNT |
|---|---|---|---|
| Urban Art Site Coord HS | 10.6 | Year | 3,529 |
| Urban Leadership HS | 12.1 | Year | 4,028 |
| Wellness Champion | | Year | 500 |
| Wild Card Activity HS | 7.1 | Year | 2,364 |
| Wild Card Activity MS | 6.4 | Year | 2,131 |
| | | | |
| **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 |
| New to District Mentor | | Year | 1,400 |
| 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 | 4.028 |
| Marine Science HS | 12.1 | Year | 4,028 |
| Music- Elem Vocal | 2 | Year | 658 |
| Music- HS Band Head | 18 | Year | 5,992 |
| Music - HS Band Assistant | 10.6 | Year | 3,529 |
| Music HS Orchestra Head | 18 | Year | 5,992 |
| Music- HS Orchestra Asst | 10.6 | Year | 3,529 |
| Music- HS Vocal Head | 18 | Year | 5,992 |
| Music - HS Vocal Asst | 10.6 | Year | 3,529 |
| Music- MS Vocal | 5.4 | Year | 1,798 |
| Music- MS Instrumental | 5.4 | Year | 1,798 |
| Dream to Teach Program Coord | 12.1 | Year | 4,028 |
| Jr ROTC Drill Team HS | 10.6 | Year | 3,529 |
| G/T Consultant | 10.6 | Year | 3,529 |
| Psychologist | 10.6 | Year | 3,529 |

| Extra Duty Pay Schedule | % | YEAR | AMOUNT |
|---|---|---|---|
| Social Worker | 10.6 | Year | 3,529 |
| Speech Language Pathologist | 10.6 | Year | 3,529 |
| SPED Behavior Strategist | 10.6 | Year | 3,529 |
| SPED Consultant Teacher | 10.6 | Year | 3,529 |
| SPED Curriculum Facilitator | 10.6 | Year | 3,529 |
| SPED Professional Learning Facilitator | 10.6 | Year | 3,529 |
| Home Instruction Coord | 10.6 | Year | 3,529 |
| | | | |
| **Athletics** | | | |
| Baseball/Softball HS Asst Coach | 12.7 | Year | 4,228 |
| Baseball/Softball HS Head Coach | 20.8 | Year | 6,924 |
| Basketball HS Asst Coach | 14.2 | Year | 4,727 |
| Basketball HS Head Coach | 25.0 | Year | 8,322 |
| Basketball MS Asst Coach | 5.3 | Year | 1,764 |
| Basketball MS Head Coach | 6.5 | Year | 2,164 |
| Bowling HS Head Coach | 11.3 | Year | 3,762 |
| Cross Country HS Asst Coach* | 10.2 | Year | 3,395 |
| Cross Country HS Head Coach | 15.8 | Year | 5,260 |
| Cross Country MS Head Coach | 6.5 | Year | 2,164 |
| Cross Country MS Asst Coach* | 5.3 | Year | 1,764 |
| Football HS Asst Coach | 14.3 | Year | 4,760 |
| Football HS Head Coach | 25.2 | Year | 8,389 |
| Football MS Asst Coach | 5.3 | Year | 1,764 |
| Football MS Head Coach | 6.5 | Year | 2,164 |
| Golf HS Head Coach | 14.3 | Year | 4,760 |
| Golf HS Asst Coach* | 6.4 | Year | 2,131 |
| Soccer HS Asst Coach | 11.8 | Year | 3,928 |
| Soccer HS Head Coach | 18.0 | Year | 5,992 |
| Soccer MS Asst Coach | 5.3 | Year | 1,764 |
| Soccer MS Head Coach | 6.5 | Year | 2,164 |
| Swimming HS Asst Coach | 11.7 | Year | 3,895 |
| Swimming HS Diving Coach | 11.7 | Year | 3,895 |
| Swimming HS Head Coach | 20.5 | Year | 6,824 |
| Tennis HS Asst Coach* | 9.8 | Year | 3,262 |
| Tennis HS Head Coach | 14.8 | Year | 4,927 |
| Track HS Asst Coach | 12.7 | Year | 4,228 |
| Track HS Head Coach | 19.9 | Year | 6,625 |

| Extra Duty Pay Schedule | % | YEAR | AMOUNT |
|---|---|---|---|
| Track MS Asst Coach | 5.3 | Year | 1,764 |
| Track MS Head Coach | 6.5 | Year | 2,164 |
| Volleyball HS Asst Coach | 12.3 | Year | 4,095 |
| Volleyball HS Head Coach | 20.2 | Year | 6,724 |
| Volleyball MS Asst Coach | 5.3 | Year | 1,764 |
| Volleyball MS Head Coach | 6.5 | Year | 2,164 |
| Wrestling HS Asst Coach | 13.8 | Year | 4,594 |
| Wrestling HS Head Coach | 23.3 | Year | 7,756 |
| Wrestling MS Asst Coach | 5.3 | Year | 1,764 |
| Wrestling MS Head Coach | 6.5 | Year | 2,164 |
| | | | |
| **Activities Department** | | | |
| Activities Coordinator MS | 26.5 | Year | 8,822 |
| Assistant Activities Director HS | 26.5 | Year | 8,822 |
| | | | |
| **Summer Assignments** | | | |
| Curriculum Development - Voluntary w/Diminished Student Contact | 0.00095 | Hour | 31.62 |
| Teaching - Voluntary w/Student Contact | 0.00095 | Hour | 31.62 |
| | | | |
| **Designated Day Assignments** | | | |
| Staff Development - Voluntary Participation | 0.00095 | Hour | 31.62 |
| Teaching - Voluntary w/Student Contact<br><br>** Only available as a Ratio Position based on participation numbers* | 0.00095 | Hour | 31.62 |

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## Appendix 3: Pathway Programs

If a teacher participating in a Pathway Program leaves district employment prior to completing their required years of service to the Employer, they will be required to reimburse the Employer for costs associated with the teacher's coursework toward their master's or specialist's degree at a prorated rate based on the number of years completed in their Pathway Program.

The cost of the Pathway Programs will not be costed against the Association during negotiations.

Title: Pathway Program Participant Reimbursements

For employees participating in Pathway Programs, reimbursement is required if (1) costs of tuition, fees, and similar payments are incurred by the Employer for payment of coursework and (2) the teacher voluntarily leaves the Pathway Program prior to completing the terms of service to the Employer. The reimbursement amount will be calculated on a pro rata basis as follows:

| Years Remaining | Percent of Expenses to be Reimbursed |
|---|---|
| 4 or more years | 100% |
| 3 years | 75% |
| 2 years | 50% |
| 1 year | 25% |

# Appendix: 4 Letters of Understanding 2024-2029

## Letter of Understanding-Teacher Leadership System

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

A. **Selection Committee**.
   1. An EQPD representative will be on the interview committees. The committee shall be comprised of equal numbers of teachers and administrators and at least one teacher will be appointed by the Association.
   2. The committee will accept and review applications for a TLS position and will make recommendations to the hiring administrator. In developing recommendations, the committee will utilize measures of teacher effectiveness and professional growth, consider the needs of the District, and review the performance and professional development of the applicants. Teachers who are selected must meet all of the qualifications contained in the TLS grant and contained in the law.

B. **Selection of Teacher Leaders**.
   The hiring administrator will review the committee's recommendations and shall appoint teachers to serve in TLS positions. In making appointments, the hiring administrator will consider the needs of the Employer and the performance and professional development of the applicants.

C. **Assignment of Teacher Leaders**.
   1. Teachers assigned to TLS positions shall retain their regular teaching contract issued in accordance with Iowa Code Chapter 279 and shall be issued a supplemental contract for a one-year assignment relating to their leadership role. The supplemental contract shall not be subject to Iowa Code Chapter 279.
   2. The assignment of teachers to TLS positions shall not be subject to the transfer procedures contained in the Comprehensive Agreement. No employee will be involuntarily assigned to a TLS position.
   3. Prior to the termination of a TLS supplemental contract by a teacher and no later than five (5) work days, the teacher will give notice to the Employer and will be advised if there is a vacant position for which the teacher possesses the necessary certification and endorsements. If there is a vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher in a TLS position will be so notified within five (5) calendar days of submitting their notice to the Employer and the teacher may withdraw their notice of resignation. A teacher in a TLS position must withdraw their notice of resignation no later than March 2. If there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements and if the teacher does not wish to withdraw their notice of resignation, then the teacher in a TLS

position will be given an opportunity to apply for a voluntary transfer to any positions which become available after the teacher has submitted notice of resignation. If, after providing notice of resignation, there is a vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If, after providing notice of resignation, there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the least senior teacher who fills a position which requires the certification and endorsements possessed by the teacher in the TLS position will be subject to layoff and the teacher in the TLS position will be assigned to that teacher's position.

4. Prior to the termination of a TLS position by the Employer and no later than five (5) workdays, the Employer will give notice to the teacher and the teacher will be advised if there is a vacant position for which the teacher possesses the necessary certification and endorsements. If there is a vacant position for which the teacher possesses the necessary certification and endorsements, then the teacher will be awarded the position. If there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements and if the teacher does not wish to withdraw their notice of termination, then the teacher in a TLS position will be given an opportunity to apply for a voluntary transfer to any positions which become available after the teacher has submitted notice of termination. If, after providing notice of termination, there is a vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If, after providing notice of termination, there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the least senior teacher who fills a position which requires the certification and endorsements possessed by the teacher in the TLS position will be subject to layoff and the teacher in the TLS position will be assigned to that teacher's position.

D. **Teacher Leadership Compensation**.

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

E. **Hours of Work**.

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

F. **Work Year**.

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

G. **Seniority**.

Teachers in TLS positions will be considered members of the bargaining unit and will continue to accrue seniority in the classification to which they were assigned at

the time of their selection for a TLS position.

H. **Assessment of Performance**.

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

I. **Funding for Program**.

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

J. **Separation from Teacher Evaluation**.

This LOU will establish a wall between the TLS system and the evaluation process for the performance of teaching duties. Teachers in TLS positions will not evaluate other teachers.

# MEMORANDUM OF UNDERSTANDING
# BETWEEN DES MOINES PUBLIC SCHOOLS AND DES MOINES EDUCATION ASSOCIATION
# REGARDING TLC PROPOSED AMENDMENTS

This Memorandum of Understanding ("MOU") is entered into between the Des Moines Independent Community School District (the "District") and the Des Moines Education Association. This MOU shall be in effect for the 2024-2025 contract year and shall automatically sunset on June 30, 2025:

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

Summary:

- 1,650 stipends are projected for the 2024-2025 school year in the following three levels: Coaches, District-Wide Teacher Leaders, and School-Based Teacher Leaders. Within each of these levels, multiple roles have been identified: **School-Based Teacher Leaders:** School Leadership Team Members, Mentors, PLC Leaders, English Learner (ELL) Team Leads, **Coaches:** Instructional Coaches, and **District-Wide Teacher Leaders:** District PLC Content Facilitator, TLC Coordinator, Transformational Coaches, System Improvement Coordinators.
- All extra days are now included in the stipends, this will not be turned in and paid for at the workshop rate. By folding the additional days into the salary supplement the budgeted dollars to TLC will more closely match year-to-year expenditures and is aligned with state guidance regarding TLC supplemental pay.
- We are projected to spend $12,456,693.00 on TLC roles and positions.

**Summary of Changes:**

| TLC Position | 2024-25 Revisions |
|---|---|
| School Leadership Team | • No changes |
| District PLC Content Facilitators | • No changes |
| Extended Core PLC Facilitators | • No changes |
| PLC Leaders | • No changes |
| ELL Team Leads | • No changes |
| Instructional Coaches | • No changes |
| Mentors | • No changes |
| System Improvement Coordinator | • No changes |
| TLC Coordinators | • No changes |
| New to District Mentor | • New role- 1 semester only<br>• Training- Asynchronous Online. New to District Support- ½ day |

Executed this 31st day of July 2024.

**Des Moines Education Association**

Anne Cross 7/30/2024

Anne Cross, DMEA President

Blake Hammond 7-30-2024

Blake Hammond, DMEA Representative

**Des Moines Independent School District**

7/31/24

Jackie Norris, Board Chair

Susan Tallman

Susan Tallman, Chief of Talent & Personnel

# MEMORANDUM OF UNDERSTANDING
# BETWEEN DES MOINES PUBLIC SCHOOLS AND DES MOINES EDUCATION ASSOCIATION
# REGARDING SAFETY PROVISIONS

This Memorandum of Understanding ("MOU") is entered into between the Des Moines Independent Community School District (the "District") and the Des Moines Education Association. This MOU shall be in effect for the 2024-2025 contract year and shall automatically sunset on June 30, 2025:

The District agrees to collect data, provide guidance, and support to establish protocols regarding communication and support of staff after an assault or other major disruption on school property. This work should include labor management, teacher advisory committees, and the district's safety committee. Article 15, Safety Procedures, will be an open language topic for the 2025-26 bargaining session.

Executed this 31st day of July 2024.

**Des Moines Education Association**

Anne Cross 7/30/2024
Anne Cross, DMEA President

Blake Hammond 7-30-2024
Blake Hammond, DMEA Representative

**Des Moines Independent School District**

Jackie Norris 7/31/24
Jackie Norris, Board Chair

Susan Tallman
Susan Tallman, Chief of Talent & Personnel