

# **Comprehensive Agreement**

**between the**

***Des Moines Independent  
Community School District***

**and the**

***Des Moines Education  
Association***

**2016-2018**



**Des Moines, Iowa**

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## **ARTICLE I: PREAMBLE**

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

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

## **ARTICLE II: RECOGNITION**

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

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

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

## **ARTICLE III: DEFINITIONS**

- A.** The term *Employer* as used in this Agreement shall mean the Des Moines Independent Community School District governed by a Board of Directors or its duly authorized representatives.
- B.** The term *Association* as used in this Agreement shall mean the Des Moines Education Association or its duly authorized representatives or agents.

- C. The term *Employee* as used in this Agreement shall mean all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB).
- D. The term *regular full time employee* as used in this Agreement shall mean employees represented by the Association in the bargaining unit as defined and certified by the PERB who are employed six (6) hours or more each work day.
- E. The term *regular part time employee* as used in this Agreement shall mean employees represented by the Association in the bargaining unit as defined and certified by the PERB who are employed less than six (6) hours each work day.
- F. The term *SUCCESS employee* as used in this Agreement shall mean employees represented by the Association in the bargaining unit as defined and certified by the PERB who are employed six (6) hours or more each work day as a twelve (12) month non-certificated degreed professional employed by the SUCCESS Program.
- G. The term *probationary employee* as used in this Agreement shall mean all employees or SUCCESS employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board. Probationary employees are required to serve the probationary period delineated in Section 279 of Iowa Code. Periods of absence from work shall not be counted toward completion of the probationary period. A probationary employee or SUCCESS employee shall have no seniority until completion of the probationary period.
- H. *Seniority* shall be attained upon successful completion of the employee's or SUCCESS 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 or more employees or SUCCESS 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 or SUCCESS employee's seniority status.

#### **ARTICLE IV: DUES DEDUCTION**

Any employee or SUCCESS employee in the Association's certified bargaining unit, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing payroll deduction of Association dues and political action contributions. The Association, subject to the approval of the Employer shall design the form authorizing payroll deduction, and the expense for producing and distributing said form shall be borne by the Association.

Pursuant to the deduction authorization, the Employer will deduct equal portions of the total amount from the regular pay check of each employee or SUCCESS employee each semi-monthly pay period beginning in October and ending in June each year.

The Employer must receive such deduction authorization cards not later than October 15 for employees who begin their school year at normal times. The Employer not later than February 15 must receive deduction authorization cards for employees or SUCCESS employees who begin their school year at the start of the second semester.

Employees or SUCCESS employees may terminate deduction on 30 days' notification to the Employer, and the Employer will notify the Association of such termination. The Employer will transmit to the Association the total deduction within a reasonable time after the pay period.

The Association agrees to indemnify and hold harmless the school district, the Board, each individual Board member, and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions of this Agreement between the parties for deduction.

#### **ARTICLE V: 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 VI: 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 VII: DURATION**

- A. This Agreement shall remain in full force and effect from **August 1, 2016** and shall continue in effect until midnight on **July 31, 2018**. The parties may agree to open other issues during the duration of this contract by the mutual consent of the district and the Association.
- B. 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 **February 12, 2016**.

**Des Moines Education Association**

**Des Moines Independent Community School District**

By \_\_\_\_\_  
*Andrew Rasmussen, President, Dept of Associates*

By \_\_\_\_\_  
*Rob Barron, President*

By \_\_\_\_\_  
*Greg Harris, Chief Negotiator*

By \_\_\_\_\_  
*Teree Caldwell-Johnson, Vice President*

By \_\_\_\_\_  
*Thomas Harper, CFO*

**ARTICLE VIII: 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.

## **ARTICLE IX: EVALUATION**

### **Section 1—Procedures**

**A. Notification.** Within four weeks after the employee or SUCCESS employee reports to his/her assignment, the building principal or his/her appropriate supervisor shall acquaint each employee or SUCCESS employee under his/her supervision with the formal evaluation procedures as may be used and advise each employee or SUCCESS employee as to the designated person or persons who will observe and evaluate the employee's or SUCCESS employee's performance. No formal evaluation shall take place until such orientation has been completed.

- B. Formal Observation.** Each employee or SUCCESS employee shall be formally observed by his/her employer for the purpose of evaluation at least two times during his/her first semester of employment, at least one time during the employee's or SUCCESS employee's second semester of employment, and at least once every year for the remaining period of probation. His/her principal or appropriate supervisor shall observe each employee or SUCCESS employee no longer on probation at least once every three years for the purpose of formal evaluation. Observations made for Career Level III-B employees may be substituted for this formal observation at the discretion of the Employer.
- C. Conference.** Observation of an employee or SUCCESS employee shall be followed by a personal conference between the employee or SUCCESS employee and the Employer.
- D. Written Evaluation.** Evaluation shall then be reduced to writing and a copy given to the employee or SUCCESS employee within fifteen (15) working days of the observation. If the employee or SUCCESS employee disagrees with the written evaluation, the employee or SUCCESS employee may submit a signed and dated written position to the building principal or his/her appropriate supervisor, and then the written position shall be attached to the file copy of the evaluation in question. The employee or SUCCESS employee shall be asked to sign the written evaluation, however, such signature shall be understood to indicate the employee's or SUCCESS employee's awareness of the evaluation, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- E. Informal Observation.** Additional evaluation of employees or SUCCESS employees may occur through informal observations by the Employer. It may not be deemed necessary to reduce such evaluations to writing and a verbal discussion between the Employer and the employee or SUCCESS employee concerning the informal observations may suffice. Where an informal observation reflects areas of needed improvement and that a plan of assistance is warranted, the administration shall, in a timely manner, provide the employee with written feedback regarding the informal observation. If a written evaluation is deemed necessary, Procedures C and D as outlined above shall be followed.
- F. Personnel File.** Each employee or SUCCESS employee shall have, upon request, the right to review the evaluation documents contained in his/her personnel file. An employee or SUCCESS employee has the right to respond in writing to any evaluation documents. Any complaints directed toward an employee or SUCCESS employee which are placed in his/her personnel file shall be promptly called to the employee's or SUCCESS employee's attention in writing.

**Section 2A-Performance Standards for SUCCESS Employees.**  
**Performance Area I: Collaboration and Coordination**

- A. Works collaboratively with representatives of social service agencies, schools, and advisory committees to meet the needs of program participants.
- B. Functions as a member of the interdisciplinary team.
- C. Provides prompt and ongoing follow up to school and agency staff regarding client status.

**Performance Area II: Effectiveness with Youth and Families**

- A. Assesses the comprehensive needs of children/youth and families and assist them in identifying their current and potential strengths and needs.
- B. Assists children/youth and families in linking them to services available and in overcoming barriers to utilize those services.
- C. Develops an effective relationship with children/youth and families.

**Performance Area III: Professional Qualities**

- A. Adapts work schedule to meet family and program needs and work(s) within building guidelines.
- B. Maintains a caseload that is consistent with program objectives to provide long-term support for selected families.
- C. Maintains accurate records and completes required reports.
- D. Provides for confidentiality of all program services as it relates to both written and verbal communications.

**Performance Area IV: School Performance/Outcomes**

- A. Collaborates with all stakeholders to support academic achievement.
- B. Collaborates with all stakeholders to support improvement of student behavior.
- C. Collaborates with all stakeholders to support improvement of student attendance.

**ARTICLE X: TRANSFER PROCEDURE**

*For administration of this Article, SUCCESS employees are treated as a separate and independent group, provided transfer procedure rights only within that group.*

**A. Definition.** Transfer is defined as movement of an employee or SUCCESS employee to a different building.

**B. Employee-Initiated Transfer**

1(a). Known existing full time and /or part-time openings for certificated employees identified by subject area or grade level and locations that will be available for the subsequent school year will be posted on the district's web page, [www.dmschools.org](http://www.dmschools.org) and Teachlowa.gov.

1(b). Notification of Vacancies (Openings) for SUCCESS Employees.

SUCCESS employees will only be eligible to transfer to vacant SUCCESS Program job classifications, e.g. case manager, family development specialist, and center coordinator.

SUCCESS Case Managers are notified via email of known existing openings. They have 12 calendar days to request a transfer. If more than one case manager requests to transfer into the vacancy and the employees have qualifications that are considered equal, the SUCCESS case manager with the greatest district seniority shall have priority.

1(c). Transfer Procedure. Employees who may/will be reassigned within the building will be notified prior to the transfer process beginning so that they may apply for a transfer. Dates for the 2016-2017 to be determined.

1. Open positions will be posted (1<sup>st</sup> Round) for 5 days: February 22, 2016 (8:00am) to February 26, 2016 (5:00pm).
2. Transfer Fair for 1<sup>st</sup> Round: W ed., February 24, 2016; 4:30-6:30pm; East High School Cafeteria.
3. Building principals review teacher requests to transfer to an open position in their building following the master contract in the selection of applicant for position. This process will take place Feb. 29, 2016 to March 11, 2016. All employees who receive a transfer in the first round will be notified by March 16, 2016. All other employees will receive notification the posting has been filled.
4. Open positions will be posted (2<sup>nd</sup> Round) for 5 days: March 21, 2016 (8:00am) to March 25, 2016 (5:00pm).
5. Transfer Fair for 2<sup>nd</sup> Round: W ed., March 23, 2016; 3:30-5:30pm, East High School Cafeteria

6. Building principals review teacher requests to transfer to an open position in their building following the master contract in the selection of applicant for position. This process will take place March 28, 2016 to April 8, 2016. All employees who receive a transfer in the second round will be notified by April 13, 2016. All other employees will receive notification the posting has been filled.
7. After April 8, 2016, teachers who have been hired, but not placed will be given their assignment.
8. After April 8, 2016, open positions will be posted for which both internal candidates and external candidates may apply. Open positions will be posted for 5 days beginning at 8:00am on day 1 and ending at 5:00pm on day 5.

**C. Employer-Initiated Transfer.**

Notification. In the case of Employer-initiated transfers, the principal of the school in which the employee or SUCCESS employee works shall inform the employee or SUCCESS employee in writing of the reasons for transfer. Employer-initiated transfers of an employee or SUCCESS employee after the beginning of an academic year will not be effective until a personal conference has been held between the Employer and the employee or SUCCESS employee.

**D. Return Rights.** Any employee or SUCCESS employee assigned to an administrative or supervisory position that subsequently becomes a member of the bargaining unit shall be entitled to retain such rights as may have accrued under this Agreement.

**ARTICLE XI: PROCEDURE FOR STAFF REDUCTION**

*For administration of this Article, SUCCESS employees are treated as a separate and independent group provided staff reduction rights only within that group.*

**A. Attrition.** In the event it is necessary to have a reduction in staff, the Employer shall attempt to accomplish such reduction by attrition. In the event necessary reduction of staff cannot be accomplished by attrition, the Employer shall determine which employees or SUCCESS employees are to be retained according to the following procedure:

1. Staff Reduction within a Building. When employment cannot be provided in a particular building, the reduction in staff shall be based upon (a) the needs of the school system as determined by the Employer, (b) the affected employee's or SUCCESS employee's educational preparation and experience, and (c) the relative skill, ability, and competence of the employee or SUCCESS employee for which employment cannot be provided. When those employees or SUCCESS employees for which employment cannot be provided in a particular building have qualifications considered equal, the employee or SUCCESS employee with the least district seniority within the building shall be declared excess and shall be transferred first. Employer-initiated transfers that result from this practice shall be conducted in accordance with the contract provisions expressly associated with Employer-initiated transfers contained in Section C of Article X: Transfer Procedure.

2. Staff Reduction within the District. When in the judgment of the Employer, it is necessary to have a reduction in staff within the district, such reductions will be accomplished in the following order:
  - a. Through attrition.
  - b. From among employees or SUCCESS employees with temporary or emergency certification, unless otherwise needed to maintain an existing program.
  - c. From among part time employees with less than 3 years full time equivalent employment in the district, unless otherwise needed to maintain an existing program.
  - d. From among probationary employees or probationary SUCCESS employees, unless otherwise needed to maintain an existing program.
  - e. From among regular part time employees with 3 or more years of full time equivalent employment in the district, unless otherwise needed to maintain an existing program.

Should further reductions be necessary and when the remaining employees or SUCCESS employees have equal qualifications; the employees or SUCCESS employees with the least district seniority shall be laid off first.

- B. Notification of Layoffs.** The Employer shall provide written notice to the Association and to the employee or SUCCESS employee 30 calendar days prior to the actual layoff. Such notice shall include written reasons for reduction and shall be kept in the individual employee's or SUCCESS employee's personnel file.
- C. Recall Rights.** Any employee or SUCCESS employee laid off pursuant to this practice shall have recall rights to any position for which he/she is or may become qualified for one year from the effective date of his/her layoff and shall be offered employment in such professional categories in inverse order of the layoff.
- D. Notification of Vacancies.** A laid-off employee or SUCCESS employee shall be notified by certified mail of an appropriate vacancy sent to the employee's or SUCCESS employee's address on file in the office of the Executive Director of Human Resources Management. An employee's failure to respond affirmatively in writing within five calendar days after receipt of the Employer's letter shall cause loss of recall rights.

## **ARTICLE XII: PROFESSIONAL DEVELOPMENT**

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

## **B. Professional Development Steering Committee.**

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

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

2. Responsibility. The Professional Development Steering Committee shall be established to make recommendations to the office of the Superintendent or his/her designee on the general plan for the district's professional development as well as the utilization of Educator Quality ("EQ") funds. The District and Association recognize that teachers are necessary contributors to student and school success. Therefore, the recommendations for District-provided or sponsored in-service/professional development training/activities shall be collaboratively developed by the District and the Association.
3. Released Time. Members of the Professional Development Steering Committee shall be granted released time to fulfill their responsibilities upon receipt of approval by the office of the Executive Director of Human Resources Management. Attendance of employees at Professional Development Steering Committee meetings outside the parameters of the workday shall not be used in lieu of other employee obligations outside the parameters of the workday.

## **ARTICLE XIII: HOURS**

### **A. Work Day**

1. Length of Day. The total workday shall consist of not more than 7 hours and 45 minutes and shall include a scheduled duty-free lunch period as provided to employees or SUCCESS employees under Subsection 3 of this Article.
2. Arrival and Dismissal Time. The Employer shall determine the arrival and departure time for each employee or SUCCESS employee. Employees or SUCCESS employees shall not be required to remain in the building after students have vacated the building or 90 minutes thereafter on professional development adjusted-dismissal Wednesdays preceding a holiday or vacation, or designated parent-teacher conference flex day.

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

3. Lunch Period. Employees or SUCCESS 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 or SUCCESS employees may leave their building during the time encompassed by the employee's or SUCCESS employee's work day upon receipt of permission from their principal, their supervisor, or the Employer's appointed designee.

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

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

#### **ARTICLE XIV: SERVICE YEAR**

**A.** Employees of the bargaining unit agree to a service year of 195 days. Teachers with previous teaching experience who are new to Des Moines agree to a service year of 197 days. New employees who are not part of the alternative teacher contract (Appendix 4) agree to a service year of 199 days. New employees who are part of the Alternative Teacher Contract (Appendix 4) agree to a service year as set forth in Appendix 4. SUCCESS employees of the bargaining unit agree to a service year of 260 days.

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

- Labor Day
- Thanksgiving Day (2 days)
- Memorial Day

**C.** Paid holidays for SUCCESS employees shall be given those employees who are working regularly at the time of the holiday. The following are recognized as paid holidays for regular full time employees:

- Independence Day
- Labor Day
- Thanksgiving (Day before and day after)
- Memorial Day

- D. Paid vacations during the service year are as follows:  
Spring Recess (5 days)
- E. Professional development during the service year are as follows:  
Adjusted dismissals/starts, pre-service, in-service
- F. 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 his/her designee regarding the organization of the district's calendar. The Committee will develop a calendar that stipulates that the final day of student attendance will be one-half student day.
- G. Paid vacations for SUCCESS Employees:  
Spring Recess (5 days)  
Winter Break (as scheduled)

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

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

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

## **ARTICLE XV: LEAVES OF ABSENCE**

### **A. Prior Notice.**

1. Regular full time employees and SUCCESS employees must complete a Request for Approval of Absence from School Duties on such form as provided by the Employer for all absences except illness. This form must be completed at least ten (10) days prior to the date of absence whenever possible.

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

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

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

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

Effective with the 2013-14 school years, employees (other than SUCCESS employees) may accumulate up to 115 days for use as sick leave. For SUCCESS employees, there is no limit on the total number of days that may be accumulated. In case of absences for illness or injury in any one year exceeding the aggregate of days allotted for that year, the excess shall be deducted from the employee's or SUCCESS 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 or SUCCESS employee is unable to begin service under the contract on the date on which the contract is designated to begin, the employee or SUCCESS employee shall nevertheless be entitled to draw compensation for any unused sick leave accumulated from prior years of service with the district, pursuant to its regulations thereto, payable at the time regular installments are due under this contract, notwithstanding the fact that actual service did not commence under this contract for the school year covered therein. If an employee or SUCCESS 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 or SUCCESS employee does

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

Regular part time employees are subject to all practices granted in Article XVII with the stipulation that regular part time employees shall engage in practices granted in Article XVII, third paragraph, at a ratio proportionate to the employee's part time condition of employment.

**C. Family Illness Leave.** In the event of illness in the immediate family, an employee shall be granted up to three (3) days of absence without loss of salary to be deducted from sick leave. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, mother-in-law, father-in-law, son-in-law, or daughter-in-law. A statement from a responsible person-other than the employee may be required as proof of illness.

**D. Adoption.** Up to five (5) days of sick days may be utilized for adoption.

**E. Bereavement/ Hospital Leave.**

1. In case of the death of spouse or (step) child of a regular full time employee or SUCCESS employee, or the employee's or SUCCESS employee's or spouse's (step) father, (step) mother, (step) brother, (step) sister, legal dependent, grandparent or (step) grandchildren the employee shall be granted permission to be absent from duty by the Director of Human Resources for as many days, not to exceed five, during the individual employee's or SUCCESS employee's service year as may be necessary in the opinion of the office of the Executive Director of Human Resources Management for attendance at the funeral and for any other purposes directly arising out of said death, and no deduction of pay shall be made for the days of absence so granted.
2. Up to 2 of the 5 allowed bereavement days (per the comprehensive agreement) may be used for hospice visitation.

**Funeral Leave.**

3. In case of the death of other relative or person of unusually close personal relationship, one day, or two half days, of absence shall be allowed during the individual's service year without loss of pay for attendance at the funeral if the funeral is held within a 50-mile radius of Des Moines. If the funeral is being held outside the 50-mile radius of Des Moines, one day of absence shall be allowed. The office of the Executive Director of Human Resources Management shall have the authority to extend the above provisions for any other purpose directly arising out of said death, and no deduction of pay shall be made for the days of absence required.
4. An employee who is paid while on bereavement leave during his/her extended service year shall have the obligation to complete his/her extended work assignment at no additional pay.

**F. Personal Leave.** At the beginning of each work year, each employee shall be credited with two (2) days (or four (4) half-days) to be used for the employee's personal business, with the exception of the 2015-2016 school year. For that school year only, staff will receive three (3) days (or six (6) half-days) of personal leave. Beginning with the 2016-2017 school year and beyond, staff will get 2 personal days.

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

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

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

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

e. Prior approval for the use of personal days will be waived by the Director of Human Resources for Certified Staff in an emergency. An emergency is defined as "an unexpected occurrence or set of circumstances which require the immediate attention and presence of the employee."

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

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

**H. Political Activity.** A leave of absence may be granted for one semester or one year to an employee or SUCCESS employee who desires to run for office or take part in political activity. This provision recognizes the rights and obligations of employees or SUCCESS employees to be participating citizens in such activities as voting, discussing political issues, campaigning for candidates, or running for and serving in public office. Such a leave would be granted without pay.

**I. Sabbatical Leave.** *SUCCESS employees are not eligible for this provision.*

A sabbatical leave may be granted to a regular full time employee for the purpose of study, travel, or other reasons involving probable advantage to the school system. A sabbatical leave shall be for either one or two consecutive semesters. Written application must be made to the office of the Chief Human Resources Officer before

last day of 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 described in Article XVIII at the Employer plan's premium cost. Not more than five (5) teachers may hold sabbatical leaves simultaneously.

The office of the Chief Human Resources Officer shall make selection of an employee for receipt of sabbatical leave.

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

- J. Educational/Professional Purpose.** Attendance at educational meetings or visiting other schools is permitted at full pay if the office of the Executive Director of Human Resources Management approves such absence. If any regular full time employee or SUCCESS 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 the Executive Director of Human Resources Management at least ten days prior to the first day of anticipated absence.
- K. 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 or SUCCESS employees are expected to take such training during the times when school is not in session whenever possible.
- L. Military Service.** Leaves of absence are granted for military purposes, not to exceed the enlistment or draft period. On completion of the military service, the salary of the employee or SUCCESS employee is entitled to reinstatement at the same wages he/she would have received had he/she not taken such a leave, but subject to the following conditions: That the position was not abolished, that he/she is physically and mentally capable of performing the duties of the position, that he/she makes written application for reinstatement to the Executive Director of Human Resources Management within ninety (90) days after termination of military service, that he/she submits an honorable or general discharge from the military service, and that he/she has the appropriate license(s) and certifications(s).
- M. Extended Leaves without Pay.** 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 in the office of the Director of Human Resources Management.

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

While on extended leave, the employee's interest in the retirement funds, accumulated sick leave and placement on the salary schedule shall be frozen. While no additional benefits will be provided by the Employer during the leave period, the employee may purchase such benefits. At the conclusion of the extended leave of absence, the salary of the employee shall be the salary stated on the salary schedule for the step and class for which that employee was appointed at the time of the commencement of the leave. A request for early termination of the leave agreement and reinstatement of position must be made in writing to the office of the Executive Director of Human Resources Management 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 new year.

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

**O. Religious Holidays.** Employees or SUCCESS 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 the Director of Human Resources without loss of compensation (current contract).

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.

**P. Regular Part Time Employees.** Regular part time employees are subject to all practices granted in Article XV, with the stipulation that regular part time employees shall engage in practices granted in Article XV, Sections A, B, C, D and H at a ratio proportionate to the employee's part time condition of employment.

**ARTICLE XVI: COMPENSATION** (*SUCCESS employees are not eligible for this provision*)

**A. Basic Salary of Employees.** The basic salary of regular full time employees and SUCCESS 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. Supplemental Pay for Supplemental Job Assignments.** *SUCCESS employees are not eligible for this provision.* Assignments for which an employee may receive supplemental pay will be made on an individual basis between the employee to perform the service and the Employer. Supplemental pay shall be granted those employees assigned by the Employer to serve as a consultant teacher, school nurse practitioner, elementary reading resource teacher, pupil service coordinator, elementary unit or team leader, TA coordinator, G/T building coordinator, elementary assistant to the principal, elementary instrumental music, or elementary vocal music, or in any other job classification established by the Employer and listed in Appendix 2. The Employer shall make said assignment. No such assignment shall exceed duration of one year.

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

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

**C. Supplemental Pay for Extra Duties.** Extra activities for which an employee or SUCCESS employee may receive supplemental pay will be assigned on an individual basis between the employee or SUCCESS employee to perform the service and the Employer. No such assignment shall exceed duration of one year. An employee or SUCCESS 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 supplemental pay, an employee or SUCCESS employee shall be expected to provide service to fulfill all job responsibilities associated with assigned extra duties.

**D. Effective Date.** The salary and supplemental pay schedules contained in this Agreement shall take effect on August 1, 2015. Deferred payments to employees for work performed prior to this collective bargaining agreement will be made with reference to the salary schedule in effect when the work was performed.

**E. Reclassification.** When a college course credit or other acceptable credit is to be used 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 the Executive Director of Human Resources Management.

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

BA – An employee has obtained a bachelor's degree.

BA + 15 – An employee has earned at least 15 semester hours of approved credits beyond the bachelor's degree.

BA + 30 – An employee has earned at least 30 semester hours of approved credits beyond the bachelor's degree.

MA – An employee has obtained a master's degree specifically related to the field of education. Except for those master's degree programs which require 45 or more graduate credit hours, all master's degrees will be recognized for placement in this 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. 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. Examples of such certifications/licensure employees are school psychologists, social workers, and speech and language pathologists.

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.

### **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 Human Resources for approval *prior* to the beginning of course work. If approved by the Human Resources 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 Human Resources for advancement on the salary schedule.

**Professional Development.** Credit approval will be granted from completed transcripts provided to the Human Resources Management office. Professional development courses offered by the Des Moines Public Schools/Heartland AEA 11 and accredited universities must receive approval from the Human Resources Department prior to the beginning of the course for acceptance to advance on the salary schedule. If the Human Resources Department 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 the Executive Director of Human Resources Management for evaluation by September 15 in order that the salary of the employee can be changed from one class to another when applicable. The salary increase as a result of reclassification will be retroactive to the effective date of the salary schedule. Credit up to the fourteenth step of any salary level on the employee salary schedule may be given for previous teaching experience or job-related work experience in a duly accredited school or place of employment.

<b>Date Transcripts Submitted</b>	<b>Date Reclassification (new pay) Takes Effect</b>
September 15, 2016	December 2016-17 (retroactive to first pay)
February 15, 2017	Fall of 2017-18

**Advancement on Salary Schedule.** Regular full time and part time employees or SUCCESS 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 or SUCCESS employee during the 2015-16 service year and the employee or SUCCESS 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 (173 days for

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

**A. Schedule of Payment.** An employee shall be paid at his/her assigned building or by mail on the following dates:

September 15 and 30, 2016	September 15 and 30, 2017
October 15 and 30, 2016	October 14 and 31, 2017
November 13 and 30, 2016	November 15 and 30, 2017
December 15 and 31, 2016	December 15 and 31, 2017
January 15 and 29, 2017	January 13 and 31, 2018
February 15 and 29, 2017	February 15 and 28, 2018
March 15 and 31, 2017	March 15 and 31, 2018
April 15 and 29, 2017	April 14 and 28, 2018
May 13 and 31, 2017	May 15 and 31, 2018
June 15 and 30, 2017	June 15 and 30, 2018
July 15 and 29, 2017	July 14 and 31, 2018
August 15 and 31, 2017	August 15 and 31, 2018

A SUCCESS employee shall be paid at his/her assigned building or by mail on the following dates:

July 15 and 31, 2016	July 15 and 29, 2017
August 14 and 31, 2016	August 15 and 31, 2017
September 15 and 30, 2016	September 15 and 30, 2017
October 15 and 30, 2016	October 14 and 31, 2017
November 13 and 30, 2016	November 15 and 30, 2017
December 15 and 31, 2016	December 15 and 30, 2017
January 15 and 29, 2017	January 13 and 31, 2018
February 15 and 29, 2017	February 15 and 28, 2018
March 15 and 31, 2017	March 15 and 31, 2018
April 15 and 29, 2017	April 14 and 28, 2018
May 13 and 31, 2017	May 15 and 31, 2018
June 15 and 30, 2017	June 15 and 30, 2018

## **ARTICLE XVII: INSURANCE**

### **A. Life and Disability Insurance.**

1. The Employer will pay the full insurance policy premium for each regular full time employee or SUCCESS employee to provide \$30,000 individual life insurance. Further, each employee or SUCCESS employee will be allowed to purchase through payroll deduction a maximum of \$100,000 additional insurance. To be

eligible for additional insurance, the employee or SUCCESS employee must qualify under the rules and regulations of the respective carrier which includes both the provision of medical evidence sufficient to assure insurability and enrollment in accord with a schedule of rates as provided by the carrier.

2. The Employer will pay the full insurance policy premium for each regular full time employee or SUCCESS employee to provide an individual long-term disability program. Employee benefit payment period for disability due to accident or illness will in no case extend beyond the benefit payment period stated below:

Age (at disability)	Maximum Benefit Payment
60 and under	Benefit disability as described by carrier Accident to age 65 Illness to age 65
61	To age 65, but not less than 5 years
62	3 years, 6 months
63	3 years
64	2 years, 6 months
65	2 years
66	1 year, 9 months
67	1 year, 6 months
68	1 year, 3 months
69	1 year

**B.Health Insurance.** The Employer shall contribute toward the costs for health benefits for each full time employee or SUCCESS employee deemed eligible. Participation in the health benefit is voluntary for each eligible employee or SUCCESS employee. In order to qualify for the Employer's share of the monthly cost, the employee or SUCCESS employee must qualify under the rules and regulations of the respective carrier or health plan and may enroll in one of the following plans according to the Employer's current procedures. The employee must complete an application for health insurance within 30 days of date of hire. Provided the application is submitted to the Benefits office of Human Resources within 30 days, coverage will be effective the first of the month following submission of the application. Within fifteen days after hire, the district will communicate individually with all newly hired employees and inform them of the deadline to enroll and their options.

Plan 1

A. Wellmark Alliance Select

- a. single plan                      b. employee + 1 plan                      c. family plan
- d. deductibles \$1,000/\$2,000
- Out of pocket max. \$2500/5000

B. Blue Cross/Blue Shield Pharmaceutical Service(s)

**Non-Specialty**

Tier one (1) ten-dollar (\$10) co-pay per generic prescription.

Tier two (2) thirty-dollar (\$30) co-pay per brand name prescription.  
Tier three (3) fifty-dollar (\$50) co-pay per non-preferred prescription.  
Tier four (4) one hundred dollar (\$100) co-pay per limited value prescription.

**Specialty**

Tier one (1) \$50 for preferred

Tier two (2) \$100 for non-preferred

Out of pocket max \$3500/7000

Plan 2

A. Wellmark Blue Access

- a. single plan                      b. employee + 1 plan                      c. family plan
- d. deductibles \$500/\$1,000

Out of pocket max \$1500/3000

B. Blue Cross/Blue Shield Pharmaceutical Service(s)

**Non-Specialty**

Tier one (1) ten-dollar (\$10) co-pay per generic prescription.

Tier two (2) thirty-dollar (\$30) co-pay per brand name prescription.

Tier three (3) fifty-dollar (\$50) co-pay per non-preferred prescription.

Tier four (4) one hundred dollar (\$100) co-pay per limited value prescription.

**Specialty**

Tier one (1) \$50 for preferred

Tier two (2) \$100 for non-preferred

Out of pocket max \$3500/7000

Insurance Incentive

Beginning July 1, **2015** employees who have elected single, employee + 1 or no medical coverage as spouse of DMPS employee will be paid an insurance incentive. This incentive will be paid as income to the employee and be taxable. Employees will have the option to elect to defer this money into a tax sheltered annuity (TSA). The incentive is as follows:

Employees electing single coverage	\$1,000/year
Employees opting out of medical coverage as spouse	\$1,000/year
Employees electing employee + 1 coverage	\$500/year

Part-time employees will be paid a pro-rata share of the insurance incentive.

For each full time employee deemed eligible and hired, or initially enrolling in insurance, the Employer shall contribute the full costs for health for the **2016-2017** year. Beginning **2016-2017** employees will have the opportunity to participate in the District's wellness program. (See Wellness Appendix.) Through participation in wellness employees can earn up to **\$600** annually. These wellness incentive dollars will be used toward the health insurance premiums in the following year.

Beginning **2016-17**

Annual premium for health insurance

	Without participation in wellness	With full participation in wellness
Single	\$600 per year	Fully paid by the District
Employee + 1	\$600 per year	Fully paid by the District
Family	\$600 per year	Fully paid by the District

Section 125 of the Internal Revenue Code allows an employer the opportunity to set up a flexible premium for employees or SUCCESS employees. The Employer agrees to pay employee premiums under the rules and regulations of Section 125 of the Internal Revenue Code. Employees or SUCCESS employees on a voluntary basis will be able to use pre-tax income to pay out-of-pocket unreimbursed medical costs and dependent care costs in accord with the district's program restrictions. The medical reimbursement plan runs on the fiscal year. Medical reimbursement enrollment will be held in conjunction with annual open enrollment in May of each year. Dependent reimbursement plan runs on the calendar year. Dependent reimbursement enrollment will be held in November of each year.

For new employees or SUCCESS employees, coverage shall become effective the first day of the month following submission of a completed application for health insurance to the Benefits office. All applications must be submitted within 30 days of the employee's date of hire.

Upon an employee or SUCCESS employee or an employee's or SUCCESS employee's spouse attaining the age of 65, an employee or SUCCESS employee who wishes to qualify for the Employer's share of the monthly premium must notify the carrier or his/her spouse's attainment of the age 65, must qualify under the rules and regulations of the respective carrier, and must enroll in the following plan:

a. Medicare Program under Social Security

The annual enrollment information for health benefit plans will be available from the Benefits office. Open enrollment occurs each year in May. Changes within any plan will be allowed, provided the request for change is made on an appropriate application, transmitted to the Benefits office, and is in accord with the rules and regulations of the respective carrier.

**C. Dental Insurance.** The Employer shall contribute the full premium cost for a dental insurance plan policy premium for each full time employee or SUCCESS employee deemed eligible. Participation in the dental benefit is voluntary for each eligible employee or SUCCESS employee. In order to qualify for the Employer's share of the monthly premium, the employee or SUCCESS employee must qualify under the rules and regulations of the respective carrier and may enroll in one of the following plans:

- a. single plan      b. family plan

The employee must complete an application for dental insurance within 30 days of date of hire. Provided the application is submitted to the Benefits office of Human Resources within 30 days, coverage will be effective the first of the month following submission of the application.

For new employees or new SUCCESS employees, coverage shall become effective the first day of the month following submission of a completed application for dental insurance to the Benefits office. All application must be submitted within 30 days of hire.

**D. Optical Insurance.** The Employer shall contribute the full composite premium cost for an optical insurance plan policy premium for each SUCCESS employee deemed eligible (e.g. Vision Service Plan). Participation in the optical insurance benefit is voluntary for each eligible SUCCESS employee. In order to qualify for the Employer's share of the monthly premium, the SUCCESS employee must qualify under the rules and regulations of the respective carrier and may enroll in one of the following plans:

- a. single plan
- b. family plan

The employee must complete an application for optical insurance within 30 days of date of hire. Provided the application is submitted to the Benefits office of Human Resources within 30 days, coverage will be effective the first of the month following submission of the application.

For new SUCCESS employees, coverage shall become effective the first day of the month following submission of a completed application for optical insurance to the Benefits office. All applications must be submitted within 30 days of hire.

**E. Workers' Compensation.** If an employee or SUCCESS employee qualifies for Workers' Compensation benefits, and the employee or SUCCESS employee elects to have the Employer supplement the benefits, the following procedures shall apply:

1. The Employer shall pay the employee or SUCCESS employee the employee's or SUCCESS employee's regular rate of pay for the number of days the employee or SUCCESS employee has accumulated as medically related disability leave.
2. The employee or SUCCESS employee shall retain the Workers' Compensation payments for the time period supplemented with medically-related disability leave. The employer will deduct the amount of the Workers; Compensation payments from the employee's district paycheck, leaving the employee at full pay for the said time period.
3. Employees supplementing Workers' Compensation with medical-related disability leave will be charged one-third of a day of accumulated medically related disability leave for each full day of absence under Workers' Compensation.

4. The employee or SUCCESS employee shall retain the Workers' Compensation payments for periods of time following exhaustion of accumulated medically related disability leave. If any employee qualifies for Workers' Compensation benefits, and the employee elects not to have the Employer supplement the benefit, the employee shall retain the Workers' Compensation benefits, and the Employer shall make no deduction from the employee's accumulated medically related disability leave. The employee shall notify the Employer or his/her option within three days of receipt of the Employer's notice to elect such option. Failure to report within such time limit shall be treated as an election not to have the Employer supplement the benefits.

**F. Auto Liability.** The Employer shall pay the full insurance policy premium for each regular full time and part time employee or SUCCESS employee to purchase an insurance benefit of (1) \$500,000 bodily injury liability, and (2) \$100,000 property damage liability. The insurance benefits provide additional coverage beyond an employee's or SUCCESS employee's own policy. In order to qualify for benefits, the employee or SUCCESS employee must qualify under the rules and regulations of the respective carrier, must be involved in an accident while driving the employee's or SUCCESS employee's own car on authorized school business, must be acting within the scope of the employee's or SUCCESS employee's employment or duties, and may qualify only when the use of the personal car has been authorized by a recognized representative of the Employer. Insurance benefits do not apply while an employee or SUCCESS employee is driving to or from work or during other personal use of the employee's or SUCCESS employee's automobile.

**G. Continuation.** For all employees who have qualified for disability insurance benefits on or before June 30, 2008, the Employer will continue to pay the agreed-upon monthly premium costs to retain purchased benefits of the health plan described in Article XVII, Section B, throughout the duration of the period of disability. Thereafter, in the event that a regular full-time employee or a SUCCESS employee become eligible for disability benefits the Employer agrees to continue to pay the agreed-upon monthly premium costs to retain purchased benefits of the health plan described in Article XVII, Section B, for the lesser of the time to qualify for Social Security disability or one year.

**H. Staff Reduction Insurance.** Any employee or SUCCESS employee laid off pursuant to Article XI: Procedure for Staff Reduction, shall be provided the opportunity to purchase benefits of the health plan described in Article XVII, Section B, throughout the duration of the time the employee or SUCCESS employee has recall rights and contingent upon the employee's or SUCCESS employee's transmittal to the office of the Controller of his/her total monthly premium payment by no later than the 5<sup>th</sup> day of each month, beginning on July 5, 2010. Absence of receipt of the employee's or SUCCESS employee's total monthly premium payment in compliance with the above designated time schedule will result in immediate termination of the employee's or SUCCESS employee's benefits of the health insurance plan.

The Association and each individual employee or SUCCESS employee agrees to indemnify and hold harmless the school district, the Board, each individual Board member, and administrators against any and all claims, suits, or other forms of liability and all court costs arising out of the provisions of this Agreement between the parties for staff reduction insurance. Premiums paid by an employee or SUCCESS employee for benefits of the Health Benefits plan for months that follow the month of an employee's or SUCCESS employee's recall will be refunded.

- I. Selection of Carriers.** The Employer shall have the sole and exclusive right at any time to procure benefits referred to in Section A, C, and E above from any other reputable health service provider.
- J. Part Time Employee Benefits.** Regular part time employees shall be provided the opportunity to purchase benefits of one of the plans described in Article XVII, Sections B and C at the Employer plan's premium cost. The Employer will pay the Employer's monthly share of the premium cost at a ratio proportionate to the employee's part time condition of employment contingent upon receipt of the employee's yearly share of the employee's premium.
- K. Description.** The Employer will provide a description of the benefits referred to in Sections A, B, C, D, and E of this Article to the Association and to individual employees or SUCCESS employees upon request.
- L. Health Benefits Advisory Committee.** A Health Benefits Advisory Committee with representatives appointed by the Employer from a list of nominations from the Association, shall be established to make recommendations to the superintendent or his/her designee regarding the composition and provision of employee health benefit plans that will allow purchase of high quality health services and will reduce or slow the rate of growth in medical costs. In no way shall any recommendation of this committee be construed as the position of the Association.

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

The Des Moines Education Association and the Employer will commit to active participation in a Health Benefits Advisory Committee initiative to review and recommend cost effective changes in plan design related to the prescription drug and major medical benefits. Areas for consideration will include, but not be limited to:

- Exploring employee contribution
- Increase co-pays/deductibles

- Increase maximum out-of-pocket expenditure
- Increase managed care strategy

Wellness participation is voluntary. The District shall provide each employee the opportunity to receive a biometric health screening at no cost to the employee. The District will set aside one adjusted-dismissal Wednesday for wellness education, including time for employees to complete an online personal health assessment.

## **ARTICLE XVIII: HEALTH PROCEDURES**

**A. Physical Fitness – New Employees.** New employees or SUCCESS employees are required to file a medical examination report with the Director of Health Services before reporting for duty in the Des Moines schools. The employee or SUCCESS employee must pay the cost of this examination given by a physician of his/her choice and reported on the form provided by the Employer.

**B. Nursing Mother:** 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.

## **ARTICLE XIX: SAFETY PROCEDURES**

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

Whenever the physical facilities of the building are deemed unoccupiable for students, the building shall be deemed unoccupiable for employees or SUCCESS employees. However, employees or SUCCESS 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.

## **ARTICLE XX: GRIEVANCE PROCEDURE**

### **A. Definitions.**

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

**C. Procedure.**

1. Time Limits and Waiver. Failure of an employee or SUCCESS 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 time of the occurrence of the alleged violation.
3. Year-End Grievance. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter. Reduction of the time limit shall be with mutual consent.
4. **Level One** Principal or Immediate Supervisor (Informal). An employee or SUCCESS employee with a grievance shall first discuss it with the principal or immediate supervisor, with the objective of resolving the matter informally.
5. **Level Two** Principal or Immediate Supervisor (Formal). If the grievance cannot be resolved informally, the aggrieved employee or SUCCESS employee shall file the grievance in writing and, at mutually agreeable time, discuss the matter with the principal or immediate supervisor. The form for filing the grievance shall be designed by the Association, and subject to the approval of the Employer. The written grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fifteen (15) working days after the date of occurrence of the event giving rise to the grievance. The principal or immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee or SUCCESS employee within ten (10) working days after receipt of the grievance.

6. **Level Three** Executive Director of Elementary or Secondary Education of the Administrator responsible under the superintendent's level or his/her designee. In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved employee or SUCCESS 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 Executive Director of Elementary or Secondary Education of the Administrator responsible under the superintendent's level or his/her designee. Within ten (10) working days after such written grievance is filed the aggrieved and the Executive Director of Elementary or Secondary Education or the Administrator responsible under the superintendent's level or his/her designee shall meet to resolve the grievance. The Executive Director of Elementary or Secondary Education or the Administrator responsible under the Administrator responsible under the superintendent's level or his/her designee shall file an answer within ten (10) working days of the third level grievance and communicate it in writing to the employee or SUCCESS employee and the principal or immediate supervisor.
7. **Level Four** Superintendent. In the event a grievance has not been satisfactorily resolved at the third level, the aggrieved employee or SUCCESS employee shall file, within five (5) working days of the Executive Director of Elementary or Secondary Education of the Administrator responsible under the superintendent's level or his/her designee's written decision at the third level, a copy of the grievance with the superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved and superintendent or his/her designee shall meet to resolve the grievance. The superintendent or his/her 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 Executive Director of Elementary or Secondary Education of the Administrator responsible under the superintendent's level or his/her designee.
8. **Level Five Binding Arbitration.** (a) If the aggrieved person is not satisfied with the disposition of the grievance by the Employer, the aggrieved person and the Association shall meet within five (5) working days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration. (b) If the Association determines that the grievance is meritorious, it may, with concurrence of the aggrieved, submit the grievance to arbitration within five (5) working days. (c) Within ten (10) working days after written notice to the Employer of submission to arbitration, the Employer and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain said commitment within the specified period, a written request for a list of arbitrators shall be made to the Iowa Public Employment Relations Board (PERB). The parties, within five (5) days of receiving said list, shall attempt to mutually agree upon an arbitrator. If the parties have not so agreed within five (5) days, then, from the list of arbitrators provided by (PERB), each of the parties (the moving party striking first) shall strike one (1) name at a time from the panel until only one (1) name remains. The person whose name remains shall be the arbitrator. (d) The arbitrator so selected shall confer with the representatives of the Employer, the employee or SUCCESS employee and the Association. The arbitrator shall hold hearings promptly and shall issue his/her decision not later than fifteen (15) working days from the date of the close of the hearings. The arbitrator's decision shall be in writing and shall set

forth his/her findings of fact, reasoning, and conclusions in the issues submitted. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator shall be submitted to the Employer, the employee or SUCCESS 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. The party incurring same shall pay any other expenses incurred.

**D. Rights of Employees to Representation.** Every employee or SUCCESS 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 himself or by the employee or SUCCESS employee and a representative from the Association. If any employee or SUCCESS employee files any claim or complaint other than under the grievance procedure of this Agreement, then the school district shall not be required to process the same claimed set of facts through the grievance procedures. All meetings and hearing under this procedure shall be conducted in private and shall include only witnesses, the parties of interest, and their designated or selected representatives heretofore referred to in this Article.

**E. Availability of Forms.** Forms for filing a grievance shall be available at the office of the Association, the office of the Director of Human Resources Management, or the office of the principal of each building or online.

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

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

#### **ARTICLE XXI: VOLUNTARY EARLY RETIREMENT**

*SUCCESS employees are not eligible for provisions of this Article.*

**Plan Approval and Authorization.** The *Unused Sick Leave and Early Retirement Benefits Plan* of the Des Moines Independent Community School District may be approved on an annual basis by the Board of Directors of the Des Moines Independent Community School District. Any changes in the Plan that are mutually agreed to by the district and the Association will supersede the language in this Article.

## Appendix1: Salary Schedules

### Des Moines Public Schools 2016-17 Certificated Teachers Salary Schedule

Step	RN	RN + 30	**BA	**BA + 15	**BA + 30	**MA	**MA + 15	**MA + 30
	<b>Generator Base \$25,660</b>		<b>Generator Base \$30,916</b>					
1	28,932	32,203	40,160	41,705	42,246	43,715	45,261	46,807
2	29,477	32,749	40,855	42,401	43,638	44,488	46,034	47,580
3	30,567	33,839	42,246	43,792	45,029	46,034	47,580	49,125
4	31,658	34,930	43,638	45,184	46,420	47,580	49,125	50,671
5	32,813	36,084	45,029	46,575	47,811	49,125	50,671	52,217
6	34,032	37,303	46,420	47,966	49,203	50,671	52,217	53,763
7	35,250	38,522	47,811	49,357	50,594	52,217	53,763	55,309
8		39,709	49,203	50,748	52,062	53,763	55,309	56,854
9			50,671	52,217	53,608	55,386	56,854	58,400
10			52,217	53,763	55,154	57,086	58,400	59,946
			#	#	#	#	#	#
11			53,763	55,309	56,700	58,787	60,023	61,492
12			55,309	56,854	57,473	60,487	61,724	63,038
13						62,187	63,424	64,661

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

Generator Base **\$30,916**

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

Minimum salary for certificated teachers **\$40,160**

Maximum starting salary for new certificated teachers - Step 13.

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

\* =Maximum step for lane

\*\*Salaries include additional \$5,070 Teacher Compensation pay which is subject to change annually. You must be eligible to receive Teacher Compensation pay.

#### ADDITIONS TO SALARY

RN + 80 approved hrs.--\$400 additional

MA+45--\$500 additional

PHD--\$1,500 additional

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

Step	Lane	%	Longevity Amount	Longevity Step	Total Salary
Steps 8 and above	RN	8.75	2,245	609	38,105
Steps 9 and above	RN+30	9.25	2,374	577	42,660
Steps 13 and above	BA	9.75	3,014	773	59,096
Steps 13 and above	BA+15	10.25	3,169	773	60,796
Steps 13 and above	BA+30	10.75	3,323	927	61,724
Steps 14 and above	MA	11.25	3,478	850	66,516
Steps 14 and above	MA+15	11.75	3,633	850	67,907
Steps 14 and above	MA+30	12.25	3,787	2,551	70,998

(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=\$642; and BA through MA+30=\$773. This amount should be added to the "Total Salary" listed in the above table.

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

Des Moines Public Schools  
2016-17 Success Salary Schedule

STEPS	BA	BA+15	BA+30
	Generator Base \$33,389		
1	37,646	39,316	40,985
2	38,356	40,025	41,695
3	39,775	41,444	43,114
4	41,194	42,863	44,533
5	42,696	44,366	46,035
6	44,282	45,952	47,621
*7	45,868	47,538	49,207

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

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

Teacher Generator Base \$30,916

\*Highest step on schedule

**ADDITIONS TO SALARY**

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

STEP	LANE	%	LONGEVITY AMOUNT	LONGEVITY STEP	TOTAL SALARY
Steps 8 and 9	BA	8.75	\$2,922	\$793	\$49,583
Steps 8 and 9	BA+15	9.25	\$3,088	\$793	\$51,419
Steps 8 and 9	BA+30	9.75	\$3,255	\$793	\$53,255
Step 10 and Above	BA	9.25	\$3,088	\$793	\$49,749
Step 10 and Above	BA+15	9.75	\$3,255	\$793	\$51,586
Step 10 and Above	BA+30	10.25	\$3,422	\$793	\$53,422

(2) In addition to the above longevity, those employees who have been at Step 20 of their salary column for more than one year (Steps 21 and above) shall receive additional salary/longevity at 2.5% of the generator base: SUCCESS=\$835. This amount should be added to the "Total Salary" listed in the above table

## Appendix 2: Supplemental Salary Schedule

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Appendix 2: 2016-17 Supplemental Salary Schedule			
Unless otherwise noted, all compensation is expressed as a % of \$30,916			
Supplemental Pay for Extra Duties	%		
Academic Decathlon <u>Asst</u> HS	9.6	Year	2,968
Academic Decathlon Head HS	14.8	Year	4,576
<u>Agri</u> Science HS	12.1	Year	3,741
Assistant to the Principal - 8% of teacher contract			-
Brother to Brother HS	10.6	Year	3,277
Cheerleaders HS <u>Asst</u>	10.6	Year	3,277
Cheerleaders HS Head	21.2	Year	6,554
Cheerleading MS	6.6	Year	2,040
Choreography HS	5.3	Year	1,639
Color Guard HS	10.6	Year	3,277
Consultant Teacher	10.6	Year	3,277
Culinary Arts HS	12.1	Year	3,741
Curriculum Facilitator	10.6	Year	3,277
Dean of Students	10.6	Year	3,277
Debate <u>Asst</u> HS	9.6	Year	2,968
Debate Head HS	14.8	Year	4,576
Debate MS	5.3	Year	1,639
Dramatics <u>Asst</u> /Tech Director HS	9.6	Year	2,968
Dramatics HS Head	14.8	Year	4,576
Dramatics MS	5.3	Year	1,639
Dream to Mentor HS	6.2	Year	1,917
Dream to Teach Site <u>Coord</u> HS	6.2	Year	1,917
Drill team Head (Dance) HS	21.2	Year	6,554
Drum Line HS	10.6	Year	3,277
Elementary Intern EL	10.6	Year	3,277
G/T Building Coordinator	5.3	Year	1,639
Grief Counselor	5.2	Year	1,608
International Program EL	5.2	Year	1,608
International Program HS	7.0	Year	2,164
Intramurals MS	13.1	Year	4,050
Journalism HS	10.6	Year	3,277
Journalism MS	5.3	Year	1,639
Jr ROTC Drill Team HS	10.6	Year	3,277
Marine Science HS	12.1	Year	3,741
Minority Achievement <u>Prgm Coord</u> Full HS	3.4	Year	1,051
Minority Achievement <u>Prgm Coord</u> Part HS	1.7	Year	526
Music - Instrumental EL Full	2.0	Year	618
Music - Instrumental EL Part	1.2	Year	371
Music - Vocal EL Building Full	2.0	Year	618
Music - Vocal EL Building Part	1.2	Year	371
Music HS Vocal Head	18	Year	5,565
Music HS Vocal <u>Asst</u>	10.6	Year	3,277

Music HS Band Head	18.0	Year	5,565
Music HS Band Assistant	10.6	Year	3,277
Music HS Jazz Band	10.6	Year	3,277
Music HS Orchestra	14.8	Year	4,576
Music HS Show Choir	10.6	Year	3,277
Music HS Vocal Accompanist	5.3	Year	1,639
Music- MS Instrumental	5.4	Year	1,669
Music-Vocal MS	5.4	Year	1,669
Pep club HS	5.3	Year	1,639
Psychologist	4.2	Year	1,298
Reading Resource Teacher EL	10.6	Year	3,277
School Nurse Practitioner	10.6	Year	3,277
Sisters for Success	10.6	Year	3,277
Speech Coach HS	9.6	Year	2,968
Student Government HS	5.3	Year	1,639
Student Government MS	5.3	Year	1,639
Student Service Coordinator HS	21.2	Year	6,554
Student Service Coordinator MS	15.9	Year	4,916
T.A. Coordinator MS	7.2	Year	2,226
Technology Specialist EL	2.1	Year	649
Technology Specialist HS	6.4	Year	1,979
Technology Specialist MS	4.2	Year	1,298
Testing Specialist - EL	2.1	Year	649
Unit or team leader EL	7.2	Year	2,226
Urban Art HS	10.6	Year	3,277
Urban Leadership HS	12.1	Year	3,741
Wild Card Activity HS	7.1	Year	2,195
Wild Card Activity MS	6.4	Year	1,979
<b>Extended Time-Directed w/Diminished Student Contact</b>			
Secondary	0.58	Day	179
Counselor	0.58	Day	179
Librarian	0.58	Day	179
Office Education Coordinator	0.58	Day	179
Marketing Education Coordinator	0.58	Day	179
Vocational Homemaking Teacher	0.58	Day	179
School Psychologist	0.58	Day	179
School Social Worker	0.58	Day	179
<b>Commensurate Teaching</b>			
Special Assignment/ Minority Teacher Recruiter	10.6	Year	3,277
SUCCESS Employees - After School Recreation and Family Programming	0.58	Day	179
<b>Summer Assignments</b>			
Curriculum Development - Voluntary w/Diminished Student Contact	0.095		29.37
Teaching - Voluntary w/Student Contact	0.095		29.37
<b>Designated Day Assignments</b>			
Staff Development - Voluntary Participation	0.095		29.37

Teaching - Voluntary w/Student Contact	0.095		29.37
<b>Athletics</b>			
Baseball/Softball HS <u>Asst</u> Coach		Year	5,828
Baseball/Softball HS Head Coach		Year	3,451
Basketball HS <u>Asst</u> Coach		Year	3,994
Basketball HS Head Coach		Year	7,453
Basketball MS <u>Asst</u> Coach	5.3	Year	1,639
Basketball MS Head Coach	6.6	Year	2,040
Bowling HS Head Coach		Year	3,383
Cross Country HS <u>Asst</u> Coach		Year	2,574
Cross Country HS Head Coach		Year	4,082
Cross Country MS Head Coach	6.6	Year	2,040
Football HS <u>Asst</u> Coach		Year	4,009
Football HS Head Coach		Year	7,480
Football MS <u>Asst</u> Coach	5.3	Year	1,639
Football MS Head Coach	6.6	Year	2,040
Golf HS <u>Asst</u> Coach	6.4	Year	1,979
Golf HS Head Coach		Year	3,845
Gymnastics HS <u>Asst</u> Coach	6.4	Year	1,979
Gymnastics HS Head Coach	15.9	Year	4,916
Soccer HS <u>Asst</u> Coach		Year	3,300
Soccer HS Head Coach		Year	5,402
Soccer MS <u>Asst</u> Coach	5.3	Year	1,639
Soccer MS Head Coach	6.6	Year	2,040
Swimming HS <u>Asst</u> Coach		Year	3,298
Swimming HS Diving Coach		Year	3,298
Swimming HS Head Coach		Year	5,794
Swimming MS Head Coach	6.6	Year	2,040
Tennis HS <u>Asst</u> Coach		Year	2,498
Tennis HS Head Coach		Year	3,917
Track HS <u>Asst</u> Coach		Year	3,401
Track HS Head Coach		Year	5,698
Track MS <u>Asst</u> Coach	5.3	Year	1,639
Track MS Head Coach	6.6	Year	2,040

Volleyball HS <u>Asst</u> Coach		Year	3,377
Volleyball HS Head Coach		Year	5,745
Volleyball MS <u>Asst</u> Coach	5.3	Year	1,639
Volleyball MS Head Coach	6.6	Year	2,040
Wrestling HS <u>Asst</u> Coach		Year	3,623
Wrestling HS Head Coach		Year	6,223
Wrestling MS <u>Asst</u> Coach	5.3	Year	1,639
Wrestling MS Head Coach	6.6	Year	2,040
<b>Activities Department</b>			
Activities Coordinator MS	26.5	Year	8,193
Assistant Activities Director HS	26.5	Year	8,193
Equipment Manager	13.5	Year	4,174
Weight Room Coordinator	26.5	Year	8,193

### Appendix 3: 2016-18 Extended Career Opportunities

Staff Development Instructor (15 hour course)	\$600/course
Incentive Payment for Successful Completion of Professional Staff Development courses	\$300/course *
Performance Stipend as Defined in Comprehensive School Transformation Plan	\$400/year
Hourly Rate for Participation in School Improvement Activities	.095/hr \$29.09
Hourly Rate for Participation of New Employees in Two Days of Work Orientation	.095/hr \$29.09

\* Successful completion of Professional Staff Development courses refers to attending 15 hours of instruction and completion of an approved classroom application plan. The \$300 stipend will be reduced proportionally for any absences.

#### **APPENDIX 4: DMPS Alternative Teacher Contract Terms**

The District and Association mutually agree to the following Alternative Teacher Contract terms in order to meet the changing needs of our students, the changing needs of the teaching profession and to fulfill the requirements of the PLAS Transformation Model memorandum agreed to by the DMEA and the District. The District and Association recognize that the students served by the DMPS staff are increasingly diverse in terms of ethnicity, native language, and socio-economic status and that the demands placed on teachers require a higher level of focused support, especially for teachers new to the profession. The District and Association also recognize that teachers are necessary contributors to our students' and schools' success. Teachers need to have a voice in the leadership process of school improvement efforts, especially in our most challenged schools.

These Alternative Teacher Contract terms provide for comprehensive support for teachers in their first four years. To successfully provide this support, District staff needs more time with those new to the profession. While this Contract is designed to help the district better serve its students by providing professional development and coaching in those areas where teachers are most in need of support, it is also designed to compensate teachers at a higher salary to recognize the additional demands on teacher time, attract top talent, and keep these new teachers in the profession for the long-term; there are no throw-away teachers.

At the end of six years, teachers will have earned a master's degree through curriculum developed collaboratively among the district, the DMEA, and an accredited institution of higher learning. Courses will be taught primarily by DMPS teachers and administrators with a focus on developing teacher efficacy. Upon completing the program, teachers will be uniquely positioned for career success as an educator in an urban setting and be very well-equipped to meet the needs of the increasingly diverse student body. Further, the support structures and professional development opportunities provided by the district will provide more opportunities for District teachers and administrators to collaborate in the interest of building social capital and organizational effectiveness. The District will allow any first year teacher in 2015-2017 and future years to opt into these Alternative Teacher Contract terms. Teachers choosing these Alternative Teacher Contract terms shall continue under these terms through their first eight years of employment as a teacher with the District. If after four years in the program, teachers wish to opt out, they may do so by submitting written notification to the DMEA president and to the Executive Director of Human Resources by April 1 of their fourth year. Additional requests to opt out will be considered on a case-by-case basis.

<b>Article</b>	<b>Summary of changes from current contract applicable to participants</b>
I.	Current Contract
II.	Current Contract
III.	Current Contract

IV.	Current Contract
V.	Current Contract
VI.	Current Contract
VII.	Current Contract
VIII.	Current Contract
IX.	<p><b>Current Contract, except substitute the following provisions in place of Section 1, Paragraph B:</b></p> <p>Teachers in their first three years in the District will be evaluated each year by a team consisting of three of the following: Principal, SIL, District curriculum coordinator, vice-principal, principal from another building, or a District executive director, with the principal serving as the evaluator of record. All members of the evaluation team should be certified as evaluators.</p> <p>Each teacher shall be formally observed by his/her employer for the purpose of evaluation at least two times during the first semester of each year and at least one time during the second semester of each year.</p> <p>Teachers in their first three years in the District will be assigned a support team consisting of at least three persons who will not serve as evaluators for the teacher. The team will consist of an administrator, one teacher in the same content area or grade level, and one mentor teacher in the same building, determined by the building principal. The purpose of this support team is to provide mentorship and non-evaluative support. A teacher or the teacher's support or evaluation team may request a fourth year of support. Extending the support is not equivalent to an extension of the probation period in Iowa Code 279.19.</p> <p>(Note: A support team could theoretically mentor several teachers in their first three years in the district, as long as care is taken to ensure that team members are not over-burdened, mentees have access to quality mentorship, and the membership of the team is consistent with the above-mentioned stipulations.)</p> <p>Teachers in years four through eight in the District will be evaluated each year by their principal or vice-principal.</p>
X.	<p>It is the expectation that teachers in their first eight years in the district do not transfer. Teachers may be allowed one transfer in their first eight years. To initiate a transfer, teacher must contact a representative from the Human Resources Department to determine the reason for the transfer. The teacher may also request an interview with the DMEA. The transfer decision will be made by the Human Resources Department after the teacher interviews with the requested school's leadership team. Additional transfer requests will be considered by the Employer on a case-by-case basis and will be based on the</p>

	<p>needs of the teacher and the needs of the school system as determined by the Employer.</p> <p>It is the intent of the District to keep teachers in their original assignment. During times of reduction in force, teachers may be transferred by the Employer.</p>
XI.	Current Contract
XII.	<p><b>The PD Steering Committee for the Alternative Contract</b> will consist of 6 members (District: 1 chair + 2 employees on the alternative contract; DMEA: 1 representative + 2 employees on the alternative contract.) This committee shall meet at least bi-monthly (every two months) during the regular school year. The committee shall be responsible for executing the professional development required under this article.</p> <p>Teachers in their first four years in the district shall participate in a series of district provided professional development courses developed collaboratively between the district and the DMEA, to include, but not be limited to: working with students in poverty, working with ELL students, data teams, writing to learn, standards-based assessment, gradual-release instructional model, and classroom management. Starting in the second semester of year four, teachers will begin coursework that counts toward their master's degree as outlined below.</p> <p>Successful completion of this collaboratively-established curriculum will fulfill the prerequisites and a portion of the course requirements for a master's degree in effective teaching or the other area of need as identified by the District offered through DMPS in cooperation with an accredited institution of higher education.</p> <p>If a teacher successfully completes four years of teaching and completes the district professional development program, he/she will be renewed under this alternative agreement for year five on the alternative contract. If the teacher does not successfully complete four years on the alternative contract, he/she will revert to the traditional contract.</p> <p>Teachers in years five through six in the district shall participate in a series of graduate courses developed collaboratively among the district, the DMEA and an accredited institution of higher education, to include, but not be limited to: utilizing technology to engage students in and improve student learning, content-specific instructional strategies, performance-based assessments, assessment literacy, utilizing data to guide/modify instruction, collaborative evaluation of student work, providing constructive feedback to students, peer collaboration/feedback strategies.</p> <p>Successful completion of this collaboratively-established curriculum will fulfill the requirements for a master's degree in effective teaching offered through DMPS in cooperation with an accredited institution of higher education.</p> <p>Teachers who successfully complete the master's degree will remain with the district for at least an additional two years, serving as teachers, teacher-leaders,</p>

	<p>mentors, or in other roles, with at least 50% of their time spent in direct contact with students.</p> <p>If a teacher successfully completes eight years of teaching and completes the district professional development program, earning a master's degree, he/she will be renewed for year nine on the traditional contract.</p> <p>If a teacher leaves district employment prior to completing eight years of service to the district, he/she will be required to reimburse the district for costs associated with the teacher's coursework toward his/her master's degree, per DMPS Board policy.</p> <p>If after three years in the program, teachers wish to opt out, they may do so by submitting written notification to the DMEA president and to the Director of Human Resources by December 1 of their fourth year.</p> <p>Teachers opting out of the ATC do so without loss of rights under the regular contract and will do so without a change in their salary until they begin the following school year on the regular contract salary schedule.</p> <p>Salary: Changes in TSS funds will be reflected in final salary for years where it is applicable.</p> <p>ATC salary schedule will be recalculated for each new cohort using that year's current generator base x 1.41 + TSS.</p> <p>ATC salary schedule in year 5 will be recalculated using that year's current generator base x 1.60 + TSS.</p>
XIII.	<p><b>Current Contract, except the following provision is added to Section A Work Day, Paragraph 1. Length of Day.</b></p> <p>Teachers in years one through eight in the district shall have a work week equivalent of 90 minutes longer than the current contract, as directed by the district, to participate in requisite professional development activities.</p>
XIV.	<p><b>Current Contract, except the following provisions are added to Section A</b></p> <p>Teachers in years one through four shall have two additional days of service for the purpose of participation in the collaboratively-established professional development.</p> <p>Teachers in years five through eight shall have one additional day of service for the purpose of participation in the collaboratively-established professional development.</p>
XV.	Current Contract

XVI.	<p><b>Replace Sections A Basic Salary of Employees, D. Effective Date, E. Reclassification, and F. Advancement on Salary Schedule, with the following provisions:</b></p> <p>Teachers in years one through four will receive an increase of pay equivalent to 1% of their base pay for successfully completing a year’s service and, if making adequate progress in the collaboratively-established professional development program, will receive another 0.5% increase.</p> <p>Teachers in years five through eight will receive an increase of pay equivalent to 1% of their base pay for successfully completing a year’s service and making adequate progress in the collaboratively-established professional development and master’s program.</p> <p>Teachers in years five through eight will have the option of earning another 0.5% increase on their base salary by meeting student learning growth targets. Growth targets and how they are assessed shall be mutually agreed upon by the teacher and the building administration and may vary from teacher to teacher, team to team, and building to building. Growth targets shall be based on the needs of the students and shall clearly demonstrate meaningful student learning – respectful of multiple intelligences, varied needs of students, and different</p>
	<p>learning modalities, - which can be demonstrated through a variety of measures, including - but not limited to - portfolios, presentations, written work samples, essays, projects, performances, and tests. Growth targets must be based on the curriculum being taught and the District Graduate Ends and shall never be based solely on nationally-available, norm referenced tests. If the student growth targets are met, the teacher shall receive the additional financial compensation, which represents additional pay above and beyond the contractual salary, not a bonus. If student growth targets are not met, there will be no evaluative repercussions; however, teachers are encouraged, with support from their team, to reflect on the results and consider if adjustments in the teacher’s practice and/or assessment method should be adjusted for the subsequent year.</p> <p>Teachers in year nine will have an earned master’s degree in teacher effectiveness through the district program from an accredited university and will be compensated per the already existing salary schedule on the appropriate cell for their experience and education.</p> <p><b>Current Contract Sections B. Supplemental Job Assignments, C. Extra Duties, G. Schedule of Payment, and H. Personal Property Damage, will remain in force.</b></p>
XVII.	Current Contract
XVIII.	Current Contract
XIX.	Current Contract
XX.	Current Contract
XXI.	Current Contract

**Des Moines Public Schools**  
2016-17  
Alternative Teacher Salary Schedule

Year	Base Salary	Teacher Salary Supplement	Lane I	Base Salary	Teacher Salary Supplement	Lane II
Group 1						
	2012/13 Base	\$28,725	1.41			1.41
1	35,906	4,626	40,532	35,906	4,626	40,532
	1%			1.5%		
2	36,265	4,719	40,984	36,445	4,719	41,164
3	36,628	4,908	41,536	36,991	4,908	41,899
4	36,994	4,970	41,964	37,546	4,970	42,516
Base recalculated per 2016/17 Negotiations						
	2016/17 Base	\$30,916	1.60			1.60
5	44,519	5,070	49,589	44,519	5,070	49,589
6	44,964	5,171	50,135	45,187	5,171	50,358
7	45,414	5,274	50,688	45,865	5,274	51,139
8	45,868	5,379	51,247	46,553	5,379	51,932
Group 2						
	2013/14 Base	\$29,165	1.41			1.41
1	36,404	4,719	41,123	36,404	4,719	41,123
	1%			1.5%		
2	36,768	4,908	41,676	36,950	4,908	41,858
3	37,136	4,970	42,106	37,504	4,970	42,474
4	37,507	5,070	42,577	38,067	5,070	43,137
Year 5- Estimate - Base to be recalculated per 2017/18 Negotiations						
	2017/18 Base-estimate	\$31,016	1.61			1.61
5	44,663	5,171	49,834	44,663	5,171	49,834
Group 3						
	2014/15 Base	\$29,957	1.41			1.41
1	37,331	4,908	42,239	37,331	4,908	42,239
	1%			1.5%		
2	37,704	4,970	42,674	37,891	4,970	42,861
3	38,081	5,070	43,151	38,459	5,070	43,529
4	38,462	5,171	43,633	39,036	5,171	44,207
base to be recalculated in year 5						
Group 4						
	2015/16 Base	\$30,616	1.41			1.41
1	38,270	4,970	43,240	38,270	4,970	43,240
	1%			1.5%		
2	38,653	5,070	43,723	38,844	5,070	43,914
3	39,039	5,171	44,210	39,427	5,171	44,598
4	39,430	5,274	44,704	40,018	5,274	45,292
base to be recalculated in year 5						
Group 5						
	2016/17 Base	\$30,916	1.41			1.41
1	38,645	5,070	43,715	38,645	5,070	43,715
	1%			1.5%		
2	39,031	5,171	44,202	39,225	5,171	44,396
3	39,422	5,274	44,696	39,813	5,274	45,087
4	39,816	5,379	45,195	40,410	5,379	45,789
base to be recalculated in year 5						

Future years Teacher Salary Supplement is an estimate

Note: Teachers are 'locked in' to their step ranges for four years, and then the recalculation in the fifth year will realign their subsequent four years to remove step disparities that may have developed between their Group and subsequent Groups that have been hired under the contract.

**Appendix 5: Wellness Appendix**

The District will provide all employees a wellness program to benefit the health and wellness of all employees.

- The wellness program shall be voluntary on the part of the individual employee
- The District will not receive individual personal health information from the program pertaining to individual employees.

The 2015-16, 2016-17 and 2017-18 Wellness plan will consist of the following components:

1. A comprehensive wellness program offered to DMPS employees
2. Employees will be eligible to earn an incentive for completing specified wellness actions/activities in the school year as follows:

Employees eligible to earn Incentive in 2015-2016	Employees eligible to earn incentive in 2016-17 and 2017-18
Up to \$200.00	Up to \$600.00
<b>Incentive breakdown for 2015-16</b>	<b>Incentive breakdown for 2016-2017 and 2017-18</b>
<ul style="list-style-type: none"> <li>• \$50 for completing the biometric screening Step 1 (automatically reported for completion)</li> <li>• \$50 for completing the online wellness assessment (health risk assessment) Step 2 (automatically reported for completion)</li> <li>• \$100 for completing and self-reporting 6 wellness activities in Step 3 as defined by the Healthy U Program in the Healthy U Incentive Guide located on the DMPS website.</li> <li>• To qualify for the incentive dollars, completion of all wellness activities from Step 3 must be entered by the employee into the Wellmark Wellness Center Rewards page by the program deadlines</li> </ul>	<ul style="list-style-type: none"> <li>• \$100 for completing the biometric screening Step 1 (automatically reported for completion)</li> <li>• \$100 for completing the online wellness assessment (health risk assessment) Step 2 (automatically reported for completion)</li> <li>• \$400 for completing and self-reporting 2 Wellness activities every 6 months               <ul style="list-style-type: none"> <li>- Complete and self-report 2 activities per semi-annual period online, per the Wellmark WebMD Wellness Center. Each activity is valued at \$100 per semi-annual period. For a max of \$200 per semi-annual period.</li> </ul> </li> </ul>

3. Incentives earned in the Healthy U Program on the DMPS website in the 2016-17 school year will be applied towards premiums for the 2017-18 school year. The same methodology will apply in subsequent years.
  - a. Should an employee fail to fully participate in the school year he/she will be individually responsible for the annual employee contribution to the health insurance.

- b. The contribution applies to all policy types; employee +1, and family
4. Individuals not enrolled in the DMPS health plan will be eligible for a \$100.00 incentive (taxable) for completion and self-reporting of 4 wellness activities from Step 3; and must report 2 activities per semi-annual period. In order to self-report completion the employee will need to register on the Wellmark website using a Wellmark ID number assigned to them.
  5. DMPS will have a full time Wellness Program Manager on staff who will be responsible for overseeing the program.
  6. The Health Benefits Advisory Committee will serve an integral role in development and implementation of programs.
  7. Each building will have a wellness champion assigned to assist in communication and plan support.

#### Wellness Incentive

1. The Wellness incentive that is set forth above in paragraph 2 is offered to all teachers in the following form:
  - Family insurance recipient – credit to be applied to premium in subsequent year
  - Employee + 1 Insurance recipient – credit to be applied to premium in subsequent year
  - Single Insurance recipients – credit to be applied to premium in subsequent years

The district will allocate \$500 from the Wellness funds for each building to be expended on Wellness activities pursuant to the district's guidelines and will provide a stipend of \$500 each year to each bargaining unit member who is a Wellness Champion

If the terms of this pilot provision are not continued after June 30, 2018, the terms of the Wellness program provisions will revert to the terms that were in effect for July 1, 2015 – June 30, 2016.

#### **Letter of Understanding-Alternative Teaching Contract (2016-2018)**

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

### **Letter of Understanding—Teacher Directed Time (2016-2018)**

This letter constitutes an agreement between the Des Moines Independent Community School District and the Des Moines Education Association on the allocation of in-service days for use by teachers.

The following half days of in-service time will change from building directed to teacher directed:

- The day before the first day of school will be a half day of building directed and a half day of teacher directed time. An additional half-day of teacher-directed time will be provided during the first two pre-service
- The day after the last day of school will be all teacher directed (currently it is half building directed and half teacher directed).
- One district directed professional development adjusted dismissal day (Wednesday) will be changed to teacher directed time for total of 12 days during the 2015-2016 and 2016-2017 school year.

### **Letter of Understanding – Principal/DMEA Building Representation Relations (2016-2018)**

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 Reps will provide agenda in advance. Should the DMEA consider the district not fulfilling its obligations in this side letter they shall review that claim directly with the Chief of Schools.

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

### **Letter of Understanding-Teacher Leader Compensation Grant (TLC) Positions (2016-2018)**

This letter constitutes an agreement between the Des Moines Independent Community school District and Des Moines Education Association regarding the addition of teacher leadership roles effective the 2015-2016 school year:

1. PLC Facilitators: \$1,000 salary supplement; Additional contract days for training up to \$450 funded by the TLC grant.
2. Demonstration Classroom Teachers: \$2,500 salary supplement; Additional contract days for training up to \$450 funded by the TLC grant.
3. TLC Coordinators: \$7,000 salary supplement; Additional contract days for training up to \$3,300 funded by the TLC grant.
4. School Based Teacher Leaders: \$1,000 salary supplement; Additional contract days for training up to \$450 funded by the TLC grant.

5.TLC Coaches: \$3,300 salary supplement; Additional contract days for training up to \$900 funded by the TLC grant.

### **Letter of Understanding-Teacher Leader & Mentor (2016-2018)**

This letter constitutes an agreement between the Des Moines Independent Community school District and Des Moines Education Association regarding the addition of 7 teacher leader and mentor roles effective the 2015-2016/2016-2017 school years. The teacher leader and mentors will be paid \$5,000 for 10 additional 7.75 hour days of service.

### **Letter of Understanding – Peer Review (2016-2018)**

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

#### **Definition**

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

#### **Process**

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

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Teachers in Peer Review Group:

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

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General Topics Discussed:

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Signatures of Peer Group Teachers:

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### **Letter of Understanding – Collaboration Time (2016-2018)**

The following is a letter of Understanding regarding collaboration time. This agreement will be an addendum to the 2015-17 Master Contract and will sunset after the 2015-17 contract year, unless renewed in collective bargaining for a subsequent year.

As provided by Iowa Code Section 284.6(8), the School District will provide a minimum of thirty-six (36) hours of collaboration time during the 2013-2015 school year. This time will be 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 Section 284.8(1).

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

### **Letter of Understanding-Kofu, Japan Teacher Exchange (2016-2018)**

This letter constitutes an agreement between the Des Moines Public School District and Des Moines Education Association regarding the teacher exchange with Kofu, Japan, effective the 2015-2016 and 2016-2017 school years.

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

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

## **Letter of Understanding-Teacher Leadership System (2016-2018)**

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 Master Contract articles that will be affected by and other issues related to the implementation of a local Teacher Leadership System (TLS). This memorandum of Understanding (MOU) shall be in effect for the 2015-2016 and 2016-2017 school years and shall be reviewed and/or amended on an annual basis thereafter.

### **1. Selection Committee**

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

### **2. Selection of Teacher Leaders**

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

### **3. Assignment of Teacher Leaders**

- A. Teachers assigned to TLS positions shall retain their regular teaching contract issued in accordance with Iowa Code Chapter 279 and shall be issued a supplemental contract for a one-year assignment relating to their leadership role. The supplemental contract shall not be subject to Iowa Code Chapter 279.
- B. The assignment of teachers to TLS positions shall not be subject to the transfer procedures contained in the collective bargaining agreement. No employee will be involuntarily assigned to a TLS position.
- C. Prior to the termination of a TLS supplemental contract by a teacher and no later than five (5) workdays, the teacher will give notice to the School District and will be advised if there is a vacant position for which the teacher possesses the necessary certification and endorsements. If there is a vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher in a TLS position will be so notified within five (5) calendar days of submitting his/her notice to the District and the teacher may withdraw his/her notice of termination. A teacher in a TLS position must withdraw his/her notice of termination no later than March 2.

If there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements and if the teacher does not wish to withdraw his/her notice of termination, then the teacher in a TLS position will be given an opportunity to apply for a voluntary transfer as provided by Article X for any positions which become available after the teacher has submitted notice of termination. If, after providing notice of termination, there is a vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If, after providing notice of termination, there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then 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. Prior to the termination of a TLS position by the School District and no later than five (5) workdays, the District will give notice to the teacher and the teacher will be advised if there is a vacant position for which the teacher possesses the necessary certification and endorsements. If there is a vacant position for which the teacher possesses the necessary 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 his/her notice of termination, then the teacher in a TLS position will be given an opportunity to apply for a voluntary transfer as provided by Article X for any positions which become available after the teacher has submitted notice of termination. If, after providing notice of termination, there is a vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If, after providing notice of termination, there is no vacant position for which the teacher in a TLS position possesses the necessary certification and endorsements, then 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. Teacher Leadership Compensation

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

5. Hours of Work

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

6. Work Year

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

7. Seniority

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.

8. Procedures for Staff Reduction

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

9. Assessment of Performance

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

10. Funding for Program

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

11. Separation from Teacher Evaluation

This memorandum of understanding 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.

This letter constitutes an agreement between the Des Moines Independent Community School District and Des Moines Education Association regarding the addition of teacher leadership roles effective the 2015-2016 school year.

a) PLC Facilitators: \$1,000 salary supplement; Additional contract days for training up to \$450 funded by TLC grant.

b) Demonstration Classroom Teachers: \$2,500.00 salary supplement; Additional contract days for training up to \$450 funded by the TLC grant.

c) TLC Coordinators: \$7,000 salary supplement; Additional contract days for training up to \$3,300 funded by the TLC grant.

d) School Based Teacher Leaders: \$1,000 salary supplement; Additional contract days for training up to \$450 funded by the TLC grant.

e) TLC Coaches: \$3,300 salary supplement; Additional contract days for training up to \$900 funded by the TLS grant.

### **Letter of Understanding-Compensation (2016-2018)**

The following definitions will apply to current employees until June 30, 2016:

- MA Any employee holding a Bachelor' degree from an accredited college or university who has earned a Master's degree consisting of at least 30 credit hours from an accredited college or university.
- MA + 15 Any employee holding a Master's degree from an accredited college or university who has earned 45-59 credit hours from an accredited college, university or AEA. This may include credit hours earned before or after granting of the Master's degree.
- MA + 30 Any Employee holding a Master's degree from an accredited university who has earned at least 60 credit hours from an accredited college, university or AEA. This may include credit hours earned before or after granting of the Master's degree.

These provisions will apply only to those employees who complete their master's degree program by June 30, 2016. The phrase "complete their masters degree program" is defined to mean that the employee has completed all requirements of the master's degree program, both academic coursework and thesis, if applicable. Provided the required coursework is completed by June 30, 2016, the employee may submit the transcript for the coursework by September 15, 2016.

The provisions of this side letter will end on June 30, 2016. Beginning July 1, 2016, horizontal advancement for all employees, regardless of date of hire, will be governed by Article XVI of the Comprehensive Agreement.

### **Letter of Understanding– Hours (2016-2018)**

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

### **Letter of Understanding – Compensatory Time (2016-2018)**

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

- Comp time must be pre-approved by the supervisor.
- Comp time must be recorded in NovaTime for approval by the supervisor.
- Comp time will be accumulated by day.
- Comp time can be used for a late start/early out.
- All comp time earned July1-Dec 31 each school year must be used by Dec 31<sup>st</sup>.

- All comp time earned Jan1-June 30 each school year must be used by June 30<sup>th</sup>.
- Unused comp time will not be paid out at the end of the semester or school year.
- Comp time will be monitored for appropriate earning, accumulation and usage.

#### **Letter of Understanding-Special Education Teachers (2016-2018)**

Special Education teachers will be permitted up to 40 hours at the workshop hourly rate (currently \$29.09) to be used at their discretion for IEP reporting and documentation. Hours shall be reported to their assigned Special Education Consultant for approval.

#### **Letter of Understanding-Excess Placement and Transfer Process (2016-2018)**

This letter is to clarify the process of transfers for staff who are declared excess and placed under the certified, associate and clerical contracts between the DMEA and DMPS.

This letter confirms that DMPS employees who are declared excess are given priority placements before general transfer requests are considered, if qualified and properly licensed. This will happen prior to the first round of transfers or as positions open that they are qualified/licensed for after the transfer process has begun.

This letter also confirms that staff that was declared excess and placed is not eligible for a transfer until after the first and second rounds of general transfers are completed.

Excess employees who are placed are allowed to submit a transfer request for what is known as the late and/or summer transfer process. (This round of transfers is not limited to current employees, as outside potential employees are able to apply for these same positions.)

**Letter of Understanding-Special Education Additional Compensation  
(2016-2018)**

Special education teachers (school based special education teachers with a roster of students) and speech language pathologists will be permitted up to 40 hours at the workshop hourly rate (currently 29.09) to be used at their discretion for IEP reporting and documentation (not conducting IEP meetings) outside of contract hours, with the following goals:

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

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



# DMPS & DMEA GRIEVANCE REPORT



## LEVEL ONE

\_\_\_\_\_   
Aggrieved Party

\_\_\_\_\_   
Article/Section of Agreement

\_\_\_\_\_   
Building

\_\_\_\_\_   
Date of Violation

\_\_\_\_\_   
Principal/Supervisor

\_\_\_\_\_   
Date of Conference

*(Level Two must be filed within fifteen working days after the date of occurrence of the event.)*

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**LEVEL TWO**

Date Filed: \_\_\_\_\_

State of Grievance: \_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_   
Signature of Aggrieved

\_\_\_\_\_   
Date Filed

*(Must be filed within fifteen working days after the date of occurrence of the event.)*

**LEVEL THREE**

Aggrieved Employee's Response

\_\_\_\_\_ I agree with the decision at Two

\_\_\_\_\_ I appeal the Level Two decision to Level Three

\_\_\_\_\_

\_\_\_\_\_

Signature of Aggrieved

Date of Response

*(Must be filed within ten working days after receiving Level Two Response.)*

**LEVEL FOUR**

Aggrieved Employee's Response

\_\_\_\_\_ I agree with the decision at Three

\_\_\_\_\_ I appeal the Level Three decision to Level Four

\_\_\_\_\_

\_\_\_\_\_

Signature of Aggrieved

Date of Response

*(Must be filed within ten working days after receiving Level Three Response.)*

**LEVEL FIVE**

Aggrieved Employee's Response

\_\_\_\_\_ I agree with the decision at Four

\_\_\_\_\_ I appeal the Level Four decision to Arbitration

\_\_\_\_\_

\_\_\_\_\_

Signature of Aggrieved

Date of Response

*(Must be filed within ten working days after receiving Level Four Response.)*

Grievance Procedures may be located on the following pages of the Comprehensive Agreements:

- Certified Employees (Teachers) Contract, Page 29
- Department of Associates Contract, Page \_\_\_\_\_
- Department of Secretaries Contract, Page \_\_\_\_\_

Comprehensive Agreements may also be found online at [www.dmschools.org](http://www.dmschools.org).  
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