

# **Comprehensive Agreement**

**between the**

**Des Moines Independent Community School District**

**and the**

**Des Moines Education Association**

**2024-2029**



**Des Moines, Iowa**

# **BOARD OF DIRECTORS**

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## Table of Contents

ARTICLE I: PREAMBLE .....	4
<b>ARTICLE II: RECOGNITION</b> .....	4
ARTICLE III: DEFINITIONS .....	4
ARTICLE IV: SEPARABILITY .....	5
ARTICLE V: FINALITY AND EFFECT OF AGREEMENT .....	5
<b>ARTICLE VI: DURATION</b> .....	6
ARTICLE VII: RIGHTS .....	7
<b>ARTICLE VIII: PROFESSIONAL DEVELOPMENT</b> .....	7
<b>ARTICLE IX: COLLABORATION</b> .....	8
<b>ARTICLE X: HOURS</b> .....	9
<b>ARTICLE XI: SERVICE YEAR</b> .....	10
<b>ARTICLE XII: LEAVES OF ABSENCE</b> .....	11
<b>ARTICLE XIII: COMPENSATION</b> .....	16
<b>ARTICLE XIV: HEALTH PROCEDURES</b> .....	20
ARTICLE XV: SAFETY PROCEDURES .....	20
ARTICLE XVI: GRIEVANCE PROCEDURE .....	21
<b>Appendix 1: 2024-2025 Salary Schedules</b> .....	24
<b>Appendix 2: 2024-2025 Extra Duty Pay Schedule</b> .....	25
<b>Appendix 3: Pathway Programs</b> .....	29
Appendix: 4 Letters of Understanding 2024-2029 .....	30
Letter of Understanding-Teacher Leadership System .....	30

1 **ARTICLE I: PREAMBLE**

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

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

10 **ARTICLE II: RECOGNITION**

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

16 INCLUDED: Regular full-time certified and regular part-time certificated teachers,  
17 including librarians, counselors, nurses, speech clinicians, school psychologists,  
18 school social workers, pupil service coordinators, school nurse practitioners,  
19 consultant teachers, homeschool workers, media specialists, and **intern associate**  
20 **principals**.

21  
22 EXCLUDED: All other school district employees, including all supervisors and all other  
23 employees excluded by Section 4 of the Iowa Public Employment Relations Act of  
24 1974. For purposes of this agreement, supervisors are defined as those who have the  
25 authority to hire, assign, transfer, promote, discharge, discipline, evaluate, or process  
26 grievances of other employees or have the responsibility to make recommendations  
27 thereon.

28 **ARTICLE III: DEFINITIONS**

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

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

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

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

#### 55 **ARTICLE IV: SEPARABILITY**

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

#### 61 **ARTICLE V: FINALITY AND EFFECT OF AGREEMENT**

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

66  
67 The parties acknowledge that during the negotiations which resulted in this Agreement,  
68 each had the unlimited right and opportunity to make proposals with respect to any subject  
69 identified as bargainable under Section 9 of the Public Employment Relations Act, and that  
70 the understandings and agreements arrived at by the parties after the exercise of that right  
71 and opportunity are set forth in this Agreement. Therefore, the Employer and the  
72 Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any  
73 right which might otherwise exist under law to negotiate over any matter during the term  
74 of this Agreement, and each agrees that the other shall not be obligated to bargain  
75 collectively with respect to any subject or matter referred to, or covered in this Agreement,  
76 or with respect to any subject or matter not specifically referred to or covered in this  
77 Agreement, even though such subject or matter may not have been within the knowledge  
78 or contemplation of either or both of the parties at the time that they negotiated or signed  
79 this Agreement.



80  
81  
82

83 **ARTICLE VI: DURATION**

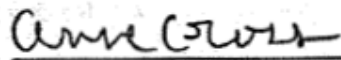
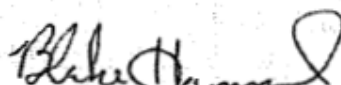
84 A. This Agreement shall remain in full force and effect from **August 1, 2024, and** shall  
85 **continue in effect until midnight on July 31, 2029.** The parties agree to reopen Article  
86 XIII annually and may agree to open other issues during the duration of this contract by  
87 the mutual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

88 1. In witness whereof, the parties hereto have caused this Agreement to be signed by  
89 their respective Chief Negotiators and their signatures placed thereon all on the  
90 date indicated July 31, 2024.  
91  
92  
93

94 **Des Moines Independent Community**  
95 **School District**

96  
97  7/31/24  
98 Board Chair Date  
99  
100  
101  7/31/2024  
102 Chief Negotiator Date  
103  
104  
105  
106  
107  
108  
109  
110

**Des Moines Education**  
**Association**

 7/30/2024  
President Date  
 7-30-2024  
Chief Negotiator Date

111 **ARTICLE VII: RIGHTS**

- 112 A. **Public Employer Rights.** Public employers shall have, in addition to all powers, duties,  
113 and rights established by constitutional provision, statute, ordinance, charter, or special  
114 act, the exclusive power, duty, and the right to:
- 115 1. Direct the work of its public employees.
  - 116 2. Hire, promote, demote, transfer, assign, and retain public employees in positions  
117 within the public agency.
  - 118 3. Suspend or discharge public employees for proper cause.
  - 119 4. Maintain the efficiency of governmental operations.
  - 120 5. Relieve public employees from duties because of lack of work or for other legitimate  
121 reasons.
  - 122 6. Determine and implement methods, means, assignments and personnel by which  
123 the public employer’s operations are to be conducted.
  - 124 7. Take such actions as may be necessary to carry out the mission of the public  
125 employer.
  - 126 8. Initiate, prepare, certify, and administer its budget.
  - 127 9. Exercise all powers and duties granted to the public employer by law.
- 128 B. **Association Rights.** The Association and its members shall have the right to:
- 129 1. Use school facilities for general Association meetings contingent upon receipt of  
130 approval from the office of the Superintendent.
  - 131 2. Hold Association building meetings in school buildings contingent upon receipt of  
132 approval from the office of the building principal.
  - 133 3. Distribute Association material through the school messenger service and building  
134 mailboxes with the annual approval from the office of the Superintendent.
  - 135 4. Post notices of activities and matters of Association concern on Association bulletin  
136 boards located in either faculty lounges or such other places as designated by the  
137 building principal.
  - 138 5. Direct duly authorized representatives of the Association and their respective  
139 affiliates to discuss Association matters in the school building during the workday  
140 with the approval of the building principal.
  - 141 6. Be furnished on request regularly and routinely prepared information concerning  
142 the financial condition of the district, including the annual financial report and  
143 adopted budget, but nothing herein shall require the Employer to research and  
144 assemble information.
- 145 C. **Employees’ Rights.** In addition to those rights protected under the law and elsewhere  
146 in this Agreement, each employee shall have upon request, the right to review the  
147 evaluation documents contained in their personnel file. An employee has the right to  
148 respond in writing to any evaluation documents. Any complaints directed toward an  
149 employee which are placed in their personnel file shall be promptly called to the  
150 employee’s attention in writing.

151 **ARTICLE VIII: PROFESSIONAL DEVELOPMENT**

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

- 154 **B. Educator Quality/Professional Development Committee.**  
155 1. Makeup. Pursuant to Iowa Code §284.4(1)(b), the Committee shall have equal  
156 representation of administrators and teachers. The teacher members shall be  
157 appointed by the certified employee organization. The administrator members shall  
158 be appointed by the Superintendent or their designee. The Superintendent or their  
159 designee shall serve as chairperson.  
160 2. Responsibility. The Educator Quality/Professional Development Committee shall be  
161 established to make recommendations to the Office of the Superintendent or their  
162 designee on the general plan for the Employer's professional development as well as  
163 the utilization of Educator Quality ("EQ") funds. The Employer and Association  
164 recognize that teachers are necessary contributors to student and school success.  
165 Therefore, the recommendations for Employer-provided or sponsored in-  
166 service/professional development training/activities shall be collaboratively  
167 developed by the Employer and the Association.  
168 3. Released Time. Members of the Educator Quality/Professional Development  
169 Committee shall be granted released time to fulfill their responsibilities upon  
170 receipt of approval by the Office of Talent and Personnel. Attendance of employees  
171 at Professional Development Steering Committee meetings that occur outside the  
172 employee's contract hours shall be paid at the regular workshop rate.
- 173 C. **Collaboration Time.** Pursuant to Iowa Code §284.6(8), the Employer will provide a  
174 minimum of thirty-six (36) hours of collaboration time during the school year. This time  
175 will be provided to teachers to allow them to collaborate with one another to deliver  
176 educational programs and assess student learning or to engage in peer review, as  
177 provided by Iowa Code §284.8(1). Individual preparation time will not be used to  
178 provide this collaboration time.

## 179 **ARTICLE IX: COLLABORATION**

- 180 A. **Principal/DMEA Building Representation Relations.** In September, the Association  
181 Building Representative and each building representative will meet for the following  
182 purposes:  
183 1. Reviewing and discussing conditions in the school and any problems which may  
184 exist in the building. (non-contract issues).  
185 2. Review procedures within the building. (Such building procedures shall not be  
186 inconsistent with school board policy).  
187 3. Building Representatives will provide an agenda in advance. Should the Association  
188 consider the Employer not fulfilling its obligations they shall review that claim  
189 directly with the Superintendent or their designee.  
190 4. Additional meetings may be held at the request of either party. The Association or  
191 Talent and Personnel representative may attend the meeting.
- 192 B. **Professional Labor Management and Handbook Committee.** The Association and  
193 the Employer agree to establish a Professional Labor Relations Team. Meetings would  
194 be scheduled with the purpose of collaborative discussion and problem-solving  
195 regarding employment matters not referred to in the Comprehensive Agreement and  
196 other matters mutually agreed upon. Part of the Association's delegation will be made  
197 up of at least the chief negotiator and the Teacher Advisory Committee (TAC) chairs.



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

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

207  
208 The Association and the Employer will commit to active participation in a Health  
209 Benefits Advisory Committee initiative to review and recommend cost effective changes  
210 in plan design related to the prescription drug and major medical benefits.

## 211 **ARTICLE X: HOURS**

### 212 A. **Work Day.**

- 213 1. Length of Day. The total workday shall consist of not more than 7 hours and 45  
214 minutes and shall include a scheduled duty-free lunch period as provided to  
215 employees under Subsection 3 of this Article.
- 216 2. **Arrival and Dismissal Time.** The Employer shall determine the arrival and departure  
217 time for each employee. Employees shall not be required to remain in the building  
218 after students have vacated the building preceding a holiday or vacation, or  
219 designated parent-teacher conference flex day.
- 220 3. Lunch Period. Employees shall have a scheduled duty-free lunch period of at least  
221 30 uninterrupted minutes. They shall not be required to be available during this  
222 scheduled lunch period for conferences with students or parents or for supervision  
223 unless an emergency situation arises involving the safety of students or their  
224 presence is required by law.
- 225 4. Leaving the Building. Employees may leave their building during the time  
226 encompassed by the employee's workday upon receipt of permission from their  
227 principal, their supervisor, or the Employer's appointed designee.
- 228 5. The following in-service time will change from building directed to teacher directed:  
229 the day before the first day of school will be a half day of building directed and a half  
230 day of teacher directed time. An additional half-day of teacher-directed time will be  
231 provided during the first two pre-service days; the day after the last day of school  
232 will be all teacher directed.
- 233 6. Every reasonable effort will be made to provide a teacher with their scheduled  
234 planning time. Time for team planning, data teams, or other meetings will be  
235 avoided when possible, during a teacher's individual scheduled planning time. **When**  
236 **a teacher volunteers or is required to use their scheduled planning time to cover as**  
237 **a substitute teacher, they will be compensated for the designated day assignment**  
238 **rate for teaching found in Appendix 2. For elementary buildings, if the building**  
239 **administrator divides and assigns the students of an absent core classroom teacher**  
240 **into the classrooms of other core teacher(s) for a half-day or more, the core**  
241 **teacher(s) receiving the additional students shall equally divide the daily substitute**

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

245 7. Special education teachers (school based special education teachers with a student  
246 roster) will be permitted up to 40 hours per school year at the workshop hourly rate  
247 as found in Appendix 2 to be used at their discretion for IEP reporting and  
248 documentation (not conducting IEP meetings) outside of contract hours, with the  
249 following goals:

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

256  
257 Hours shall be submitted to the individual teacher's principal electronically  
258 through the use of the District's time-keeping system (e.g. NOVAtime) for  
259 approval. Blocks of time will be no less than one-hour increments per session.  
260 Teachers may choose to work independently, in groups, or with a facilitator  
261 when available. Any teacher found to have deficiencies will be required to have  
262 at least one session with facilitated support.

263 **B. Faculty Meetings and Student/Family Activities.**

264 1. **Faculty Meetings.** An employee may be required to remain after the end of the  
265 regular workday for the purpose of attending faculty meetings no more than two (2)  
266 times each month that school is in session. A faculty meeting is defined as a meeting  
267 where all certified staff are expected to attend. Attendance at such faculty meetings  
268 shall not be required longer than **sixty (60) minutes** beyond their pupils' regular  
269 dismissal time.

270 2. **Student/Family Activities.** Prior to the start of the school year, the Employer will  
271 compile a list of Student/Family Activities occurring outside of the employee  
272 contract hours for the school year. The Employer, in collaboration with the  
273 Association, shall assign a point value ranging from one (1) to four (4) points, based  
274 on the estimated time and/or effort required per activity. Each employee shall be  
275 expected to accumulate two (2) points per semester. In the event an employee  
276 accepts an activity worth three (3) or four (4) points, the employee shall only be  
277 required to accumulate four (4) points total for the school year.

278 **ARTICLE XI: SERVICE YEAR**

279 A. Employees of the bargaining unit agree to a service year of 195 days. Teachers with  
280 previous teaching experience who are new to the District agree to a service year of **199**  
281 **days.**

- 282 1. All teachers with an initial license agree to participate in a two-year induction  
283 program in the District. For initial license teachers in Year 1, the contract year will  
284 be 199 days. For initial license teachers in Year 2, the contract year will be **195** days.
- 285 2. For new employees to the Student Services Department (SLP, social worker, school

286 psychologist, special education consultant, OT, PT, AT, and BCBA), the contract year  
287 will be 199 days. For initial license employees in Year 2, the contract year will be  
288 195 days.

289 B. Paid holidays, which will be given to those employees who are contracted to work at  
290 the time of the holiday, are as follows:

- 291 1. July 4<sup>th</sup> (230 and 260 day employees only)
- 292 2. Labor Day
- 293 3. Thanksgiving Day (2 days)
- 294 4. Winter Break (230 and 260 day employees only)
- 295 5. New Year's Day (230 and 260 day employees only)
- 296 6. Spring Recess (5 days)
- 297 7. Memorial Day
- 298 8. Juneteenth (230 and 260 day employees only)

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

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

## 306 **ARTICLE XII: LEAVES OF ABSENCE**

307 A. **Prior Notice.**

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

312  
313 How to navigate to the form: @DMPS Resource Center / Human Resources / [Forms](#)  
314 [& Processes](#) button / Group By: Leave Requests

315 B. **Sick Leave.**

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

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

341 **C. Family Illness Leave.**

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

348 **D. Adoption, Placement, and Bonding Leave.**

- 349 1. Up to fifteen (15) days of the employee's sick leave in a contract year may be utilized  
350 following the adoption or placement of a child in foster care in the employee's home,  
351 to be taken within the first twelve (12) months following such adoption or  
352 placement.

353 **E. Bereavement/Hospice/Funeral Leave.**

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

371 **F. Personal Leave.**

- 372 1. At the beginning of each work year, each full-time employee shall be credited with  
373 two (2) days, or four (4) half-days, to be used for the employee's personal business.
- 374 2. An employee planning to use a personal day shall notify their supervisor at least five  
375 (5) working days in advance, except in cases of unforeseen emergency. An

- 376 emergency is defined as “an unexpected occurrence or set of circumstances which  
 377 require the immediate attention and presence of the employee.” Requests for  
 378 personal leave must be made through the method determined by the Employer.  
 379 3. The Employer will accept requests for personal leave no earlier than July 1 for the  
 380 period of July 1 through September 30. Personal leave requests for October 1  
 381 through the end of the contract year will be accepted no earlier than the first day of  
 382 student contact for the school year.  
 383 4. No personal leave will be granted during conferences, provided that the dates of  
 384 conferences are announced prior to the first day of student contact for the school  
 385 year.  
 386 5. Such an absence may not be taken during the first five (5) days of student contact at  
 387 the beginning of the school year and the last five (5) days of student contact at the  
 388 end of the school year.  
 389 6. Such absence may not be taken on the last scheduled work day immediately before  
 390 Spring Break.  
 391 7. Approval of personal leave shall not be rescinded by the Employer once approved.  
 392 8. Up to five (5) unused personal days will be carried over from year to year.  
 393 9. Up to two (2) unused personal days per contract year may be paid out to the  
 394 employee on June 30 at the District’s standard substitute rate.

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

- 396 1. Eligibility. Twelve (12)-month teacher contract employees will be granted an annual  
 397 paid vacation period at the end of each fiscal year. The paid vacation period will be  
 398 based upon the employment in that fiscal year and will be prorated for those  
 399 employees who work less than the full fiscal year. The paid vacation period will be  
 400 computed from the employee’s total length of continuous service.  
 401

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

402  
 403  
 404 The service requirement during the first fiscal year of employment will be  
 405 determined by the most recent day of hire. All yearly service requirements will be  
 406 based on service during the complete fiscal years. More than eleven (11) months of  
 407 employment in the first fiscal year of employment will count as one full fiscal year of  
 408 employment. No vacation days may be taken in advance of their accrual. At least half  
 409 of the month must be worked in order to receive credit for that month toward  
 410 vacation. Vacation accrued during one fiscal year must be used before the end of the  
 411 following fiscal year. Twelve (12) month teachers may carry a balance of up to twice  
 412 their annual accrual into the following year.

413  
 414 Only exceptional reasons for variations from this procedure may be considered by  
 415 the Chief of Talent and Personnel or their designee.

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

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

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

#### 436 H. **Sabbatical Leave.**

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

448  
449 The Office of Talent and Personnel shall make the selection of an employee for  
450 receipt of sabbatical leave. While on leave, an employee may not engage in full-time  
451 employment except upon receipt of written permission from the Chief of Talent and  
452 Personnel or their designee. This does not preclude acceptance of fellowships or  
453 other grants or gifts. Regular full-time employees who have been granted sabbatical  
454 leave will agree to return to the service of the Employer for a period equal to two (2)  
455 times the length of the sabbatical leave. If an employee does not fulfill this obligation  
456 to return to regular service at the expiration of the leave, all pay received during the  
457 leave will become immediately due and payable to the Employer.

#### 458 I. **Educational/Professional Purpose.**

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

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

466 **J. Extended Leaves Without Pay.**

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

477  
478 While on extended leave, the employee's interest in the retirement funds,  
479 accumulated sick leave and placement on the salary schedule shall be frozen. While  
480 no additional benefits will be provided by the Employer during the leave period, the  
481 employee may purchase such benefits. At the conclusion of the extended leave of  
482 absence, the salary of the employee shall be the salary stated on the salary schedule  
483 for the step and class for which that employee was appointed at the time of the  
484 commencement of the leave. A request for early termination of the leave agreement  
485 and reinstatement of position must be made in writing to the Office of Talent and  
486 Personnel at least thirty (30) days prior to the beginning of the new semester. The  
487 Employer shall reserve the right to delay reinstatement until the beginning of the  
488 school semester following the request. Early reinstatement before the beginning of  
489 the new semester would be contingent upon an available vacancy. An employee who  
490 is granted a leave of absence for a regular school year must indicate a desire to  
491 return at the time all other employees sign a contract for the upcoming school year.

492 **K. Summer School.**

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

496 **L. Jury Duty.**

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

502 **M. Religious Holidays.**

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

508 **N. Military Reserve Training.**

509 A leave of absence will be granted for employees subject to Iowa Code §  
510 29A.28(1)(a) for required training purposes, but not for a period exceeding a total  
511 of thirty (30) days in any calendar year. Leaves for training purposes are granted  
512 without loss of pay, but employees are expected to take such training during the  
513 times when school is not in session whenever possible.

514 **O. Military Service.**

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

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

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

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

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

546 **ARTICLE XIII: COMPENSATION**

547 **A. Basic Salary of Employees.**

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

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



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

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

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

570 **D. Effective Date.**

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

575 **E. Reclassification.**

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

580  
581 Credits and Courses that cannot be used for salary advancement include: mandatory  
582 reporter, mandatory employer-required trainings (e.g. Vector Solutions), IEPDP,  
583 universal precautions, hosting a student teacher, courses taken for instructional  
584 hours only, and courses that do not pertain to the staff member's current  
585 employment with DMPS or potential future employment with DMPS (including  
586 courses that would enable the Employee to seek employment in new areas of  
587 certification or advancement into leadership/administrative positions).

588 **F. Transcripts.**

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

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

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

- 599 beyond the bachelor's degree.
- 600 4. **MA**- An employee has obtained a master's degree specifically related to the field of
- 601 education. Except for those master's degree programs which require 45 or more
- 602 graduate credit hours, all master's degrees will be recognized for placement in this
- 603 lane regardless of the number of credit hours required to obtain the master's
- 604 degree.
- 605 5. **MA +15**- An employee has earned at least 15 semester hours of approved credits
- 606 beyond the master's degree. A master's degree obtained through a program which
- 607 requires 45-59 graduate credit hours for certification/licensure will be recognized
- 608 for placement in this lane for the following positions: school psychologists, social
- 609 workers, speech and language pathologists, and other similar positions as
- 610 determined by the Employer.
- 611 6. **MA +30**- An employee has earned at least 30 semester hours of approved credits
- 612 beyond the master's degree.
- 613 7. **MA +45**- An employee has earned at least 45 semester hours of approved credits
- 614 beyond the master's degree. A master's degree obtained through a program which
- 615 requires 60 or more graduate credit hours will be recognized for placement in this
- 616 lane.
- 617 8. **Ph.D./Ed.D**- An employee has obtained a Ph.D. or Ed.D. specifically related to the
- 618 field of education.

619

620 It is understood that the phrase "hours beyond" as used in this provision means

621 college, university, or other approved credit earned after the completion of

622 requirements for and the conferring of the applicable degree.

623

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

625

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

627 were placed on the salary schedule at MA+15 or MA+30 in accordance with the "old

628 method", shall not be stripped of those designations by retroactively applying

629 language that went into effect after June 30, 2016.

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

- 631 1. Degree Program Approval. Employees may submit their course of study approved
- 632 by the degree-granting institution to the Office of Talent and Personnel for approval
- 633 *prior* to the beginning of course work. If approved by the Office of Talent and
- 634 Personnel, no other approval is required for this course of study.
- 635 2. Individual Course Approval. Employees may submit the appropriate form for
- 636 approval prior to the beginning of the course. If no prior approval, the employee
- 637 may submit the appropriate photocopy of the certified transcript with no assurance
- 638 of approval by the Office of Talent and Personnel for advancement on the salary
- 639 schedule.
- 640 3. Professional Development. Credit approval will be granted from completed
- 641 transcripts provided to the Office of Talent and Personnel. If no prior approval is
- 642 obtained, the employee may submit the appropriate photocopy of the certified
- 643 transcript to the Office of Talent and Personnel with no assurance of approval for
- 644 advancement on the salary schedule. If the Office of Talent and Personnel does not

645 accept a requested course, the individual(s) may appeal to a review committee  
 646 within five (5) business days. The review committee shall consist of the Association  
 647 President, curriculum coordinator, and Superintendent, or their designee(s).  
 648 Decisions of the review committee will not be subject to the grievance procedure. A  
 649 photocopy of the certified transcript from the training institution or completion of  
 650 course work certificate for staff development must be submitted to the Office of  
 651 Talent and Personnel for evaluation by September 15 and February 15 in order that  
 652 the salary of the employee can be changed from one class to another when  
 653 applicable. The salary increase as a result of reclassification will be retroactive to  
 654 the effective date of the salary schedule.  
 655

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

656  
 657 4. **Advancement on Salary Schedule.** Regular full-time and part-time employees on the  
 658 regular salary schedule shall be granted an increment or vertical step on the  
 659 schedule for 2024-25 if service that meets performance standards has been  
 660 provided by the employee during the 2023-24 service year and the employee is not  
 661 at the maximum step of their educational classification. **To be eligible for step**  
 662 **advancement for the next contract year, the employee must have started working**  
 663 **under contract no later than the first student contact day of second semester of the**  
 664 **current contract year.** In the event that a regular part-time employee is assigned to  
 665 full-time employment, the employee’s placement on the salary schedule shall be  
 666 computed by granting one year of experience on the salary schedule for each  
 667 consecutive year of prior full time service that meets performance standards and  
 668 one year of experience on the salary schedule for each consecutive two year period  
 669 of part-time service that meets performance standards if this placement does not  
 670 exceed the maximum step for their educational classification. No more than one step  
 671 advancement shall be granted to 2023-24 regular part-time employees to determine  
 672 initial placement on the 2024-25 regular salary schedule.  
 673

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

- 675 September 13 and 30, 2024
- 676 October 15 and 31, 2024
- 677 November 15 and 29, 2024
- 678 December 13 and 31, 2024
- 679 January 15 and 31, 2025
- 680 February 14 and 28, 2025
- 681 March 14 and 31, 2025
- 682 April 15 and 30, 2025
- 683 May 15 and 30, 2025
- 684 June 13 and 30, 2025
- 685 July 15 and 31, 2025

686 August 15 and 29, 2025

687

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

691 **ARTICLE XIV: HEALTH PROCEDURES**

692 A. **Nursing Mothers.** It shall be the employee’s responsibility to notify the employee’s  
693 building administrator or direct supervisor of the need to express milk during the work  
694 day. The employee, school nurse, and building administrator/direct supervisor shall  
695 meet and make arrangements that include the following: a designated location, an  
696 agreed upon number of expression times per day, and the length of time per expression.  
697 The designated location shall be a room or location that is within the school building  
698 and will provide the employee with privacy and sanitary conditions. **The designated**  
699 **location for expressing breastmilk at each work site will be communicated to all staff at**  
700 **the beginning of each school year.**

701 **ARTICLE XV: SAFETY PROCEDURES**

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

705  
706 The employee, in the course of performing duties associated with the mission of the  
707 Employer, shall be alert to unsafe practices, equipment, or conditions and shall endeavor to  
708 report any unsafe practices, equipment, or conditions to their immediate supervisor.

709  
710 Whenever the physical facilities of the building are deemed unoccupiable for students, the  
711 building shall be deemed unoccupiable for employees. However, employees shall fulfill  
712 those activities deemed necessary by the Employer to assure the continuing provision of  
713 instruction. All employees will be made aware of the building safety procedures and  
714 participate in required drills.

715  
716 No employee shall be required to search for a bomb in case of a bomb threat.

717  
718 Employees will need to inform administration immediately of a disturbance and within  
719 their best efforts, keep other students safe. If an employee is unable to continue normal  
720 duties, they may use their sick or personal leave.

721  
722 Employees shall immediately report cases of threat or assault suffered by the employee in  
723 connection with their employment to their principal or designee and the Association. The  
724 principal or designee, employee, or the Association may report the assault to the police.

725 **ARTICLE XVI: GRIEVANCE PROCEDURE**

726 **A. Definitions.**

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

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

736 **C. Procedure.**

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

752 **D. Levels of Grievance Procedures.**

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

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

779 4. Level Four- Superintendent. In the event a grievance has not been satisfactorily  
780 resolved at the third level, the aggrieved employee shall file, within five (5) working  
781 days of the Director of Personnel responsible under the Superintendent's level or  
782 their designee's written decision at the third level, a copy of the grievance with the  
783 Superintendent. Within ten (10) working days after such written grievance is filed,  
784 the aggrieved and Superintendent or their designee shall meet to resolve the  
785 grievance. The Superintendent or their designee shall file an answer within ten (10)  
786 working days of the Level Four grievance meeting and communicate it in writing to  
787 the employee and the Director of Personnel responsible under the Superintendent's  
788 level.

789 5. Level Five- Binding Arbitration.

790 a) If the aggrieved person is not satisfied with the disposition of the grievance by  
791 the Employer, the aggrieved person and the Association shall meet within five  
792 (5) working days of disposition of the grievance to discuss the merits of  
793 submitting the grievance to arbitration.

794 b) If the Association determines that the grievance is meritorious, it may, with  
795 concurrence of the aggrieved, submit the grievance to arbitration within five (5)  
796 working days.

797 c) Within ten (10) working days after written notice to the Employer of submission  
798 to arbitration, the Employer and the Association shall attempt to agree upon a  
799 mutually acceptable arbitrator and shall obtain a commitment from said  
800 arbitrator to serve. If the parties are unable to agree upon an arbitrator or to  
801 obtain said commitment within the specified period, a written request for a list  
802 of arbitrators shall be made to the Iowa Public Employment Relations Board  
803 (PERB). The parties, within five (5) days of receiving said list, shall attempt to  
804 mutually agree upon an arbitrator. If the parties have not so agreed within five  
805 (5) days, then, from the list of arbitrators provided by PERB, each of the parties  
806 (the moving party striking first) shall strike one (1) name at a time from the  
807 panel until only one (1) name remains. The person whose name remains shall be  
808 the arbitrator.

809 d) The arbitrator so selected shall confer with the representatives of the Employer,  
810 the employee, and the Association. The arbitrator shall hold hearings promptly  
811 and shall issue their decision not later than fifteen (15) working days from the  
812 date of the close of the hearings. The arbitrator's decision shall be in writing and  
813 shall set forth their findings of fact, reasoning, and conclusions in the issues  
814 submitted. The arbitrator, in their opinion, shall not amend, modify, nullify,  
815 ignore, or add to the provisions of the Agreement. Their decision must be based

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

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

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

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

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

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

840

841 **Appendix 1: 2024-2025 Salary Schedules**

842 **Certified Teachers Salary Schedule**

843

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

210 Contract	CALCULATION: $((\{195 \text{ contract}\} - 5985) * 1.08) + 5985$		<b>TSS</b>	<b>\$</b>	<b>5,985</b>
230 Contract	CALCULATION: $((\{195 \text{ contract}\} - 5985) * 1.14) + 5985$		<b>Wrkshp Rate</b>	<b>\$</b>	<b>31.62</b>
260 Contract	CALCULATION: $((\{195 \text{ contract}\} - 5985) * 1.24) + 5985$				

845

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

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

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

846

847 Generator Base **\$33,289**

848 Non-degreeed nurses' generator base = \_\_\_ % of teachers' generator base

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

850 \*Maximum step for lane

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

853

**ADDITIONS TO SALARY**

854

855

856

857

858



859

**Appendix 2: 2024-2025 Extra Duty Pay Schedule**

860

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

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

<b>Extra Duty Pay Schedule</b>	<b>%</b>	<b>YEAR</b>	<b>AMOUNT</b>
Urban Art Site Coord HS	10.6	Year	3,529
Urban Leadership HS	12.1	Year	4,028
Wellness Champion		Year	500
Wild Card Activity HS	7.1	Year	2,364
Wild Card Activity MS	6.4	Year	2,131
<b>Teacher Leadership Compensation</b>			
Behavior Strategist PLC Facilitator		Year	1,350
Counselor PLC Facilitator		Year	1,350
District Wide PLC Facilitator		Year	1,350
ELL Team Leader		Year	1,950
System Improvement Coordinator		Year	5,000
Extended Core PLC Leader		Year	2,100
TLC Coordinator		Year	7,000
Mentor		Year	2,800
Mentor 2nd Mentee		Year	1,500
New to District Mentor		Year	1,400
PLC Leader		Year	1,950
School Leadership Team Leader		Year	1,300
<b>Assigned Supplemental Pay</b>			
Instructional Coach		Year	4,050
Agri Science HS	12.1	Year	4,028
Marine Science HS	12.1	Year	4,028
Music- Elem Vocal	2	Year	658
Music- HS Band Head	18	Year	5,992
Music - HS Band Assistant	10.6	Year	3,529
Music HS Orchestra Head	18	Year	5,992
Music- HS Orchestra Asst	10.6	Year	3,529
Music- HS Vocal Head	18	Year	5,992
Music - HS Vocal Asst	10.6	Year	3,529
Music- MS Vocal	5.4	Year	1,798
Music- MS Instrumental	5.4	Year	1,798
Dream to Teach Program Coord	12.1	Year	4,028
Jr ROTC Drill Team HS	10.6	Year	3,529
G/T Consultant	10.6	Year	3,529
Psychologist	10.6	Year	3,529

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

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

861

862 **Appendix 3: Pathway Programs**

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

868  
869 The cost of the Pathway Programs will not be costed against the Association during  
870 negotiations.

871  
872 Title: Pathway Program Participant Reimbursements

873  
874 For employees participating in Pathway Programs, reimbursement is required if (1) costs  
875 of tuition, fees, and similar payments are incurred by the Employer for payment of  
876 coursework and (2) the teacher voluntarily leaves the Pathway Program prior to  
877 completing the terms of service to the Employer. The reimbursement amount will be  
878 calculated on a pro rata basis as follows:  
879

<b>Years Remaining</b>	<b>Percent of Expenses to be Reimbursed</b>
4 or more years	100%
3 years	75%
2 years	50%
1 year	25%

880

881 **Appendix: 4 Letters of Understanding 2024-2029**

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

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

890 **A. Selection Committee.**

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

900 **B. Selection of Teacher Leaders.**

901 The hiring administrator will review the committee’s recommendations and shall  
902 appoint teachers to serve in TLS positions. In making appointments, the hiring  
903 administrator will consider the needs of the Employer and the performance and  
904 professional development of the applicants.

905 **C. Assignment of Teacher Leaders.**

- 906 1. Teachers assigned to TLS positions shall retain their regular teaching contract  
907 issued in accordance with Iowa Code Chapter 279 and shall be issued a  
908 supplemental contract for a one-year assignment relating to their leadership role.  
909 The supplemental contract shall not be subject to Iowa Code Chapter 279.
- 910 2. The assignment of teachers to TLS positions shall not be subject to the transfer  
911 procedures contained in the Comprehensive Agreement. No employee will be  
912 involuntarily assigned to a TLS position.
- 913 3. Prior to the termination of a TLS supplemental contract by a teacher and no later  
914 than five (5) work days, the teacher will give notice to the Employer and will be  
915 advised if there is a vacant position for which the teacher possesses the necessary  
916 certification and endorsements. If there is a vacant position for which the teacher in  
917 a TLS position possesses the necessary certification and endorsements, then the  
918 teacher will be awarded the position. If there is no vacant position for which the  
919 teacher in a TLS position possesses the necessary certification and endorsements,  
920 then the teacher in a TLS position will be so notified within five (5) calendar days of  
921 submitting their notice to the Employer and the teacher may withdraw their notice  
922 of resignation. A teacher in a TLS position must withdraw their notice of resignation  
923 no later than March 2. If there is no vacant position for which the teacher in a TLS  
924 position possesses the necessary certification and endorsements and if the teacher  
925 does not wish to withdraw their notice of resignation, then the teacher in a TLS

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

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

954 **D. Teacher Leadership Compensation.**

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

959 **E. Hours of Work.**

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

966 **F. Work Year.**

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

969 **G. Seniority.**

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

972 the time of their selection for a TLS position.

973 **H. Assessment of Performance.**

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

980 **I. Funding for Program.**

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

987 **J. Separation from Teacher Evaluation.**

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





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

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

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

Summary:

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

**Summary of Changes:**

TLC Position	2024-25 Revisions
School Leadership Team	<ul style="list-style-type: none"> <li>No changes</li> </ul>
District PLC Content Facilitators	<ul style="list-style-type: none"> <li>No changes</li> </ul>
Extended Core PLC Facilitators	<ul style="list-style-type: none"> <li>No changes</li> </ul>
PLC Leaders	<ul style="list-style-type: none"> <li>No changes</li> </ul>
ELL Team Leads	<ul style="list-style-type: none"> <li>No changes</li> </ul>
Instructional Coaches	<ul style="list-style-type: none"> <li>No changes</li> </ul>
Mentors	<ul style="list-style-type: none"> <li>No changes</li> </ul>
System Improvement Coordinator	<ul style="list-style-type: none"> <li>No changes</li> </ul>
TLC Coordinators	<ul style="list-style-type: none"> <li>No changes</li> </ul>
New to District Mentor	<ul style="list-style-type: none"> <li>New role- 1 semester only</li> <li>Training- Asynchronous Online. New to District Support- ½ day</li> </ul>

Executed this 31st day of July 2024.

**Des Moines Education Association**

**Des Moines Independent School District**

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

*Janelle Norris* 7/31/24  
 Janelle Norris, Board Chair

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

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



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

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

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

Executed this 31st day of July 2024.

**Des Moines Education Association**

**Des Moines Independent School District**

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

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

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

Susan Tallman  
Susan Tallman, Chief of Talent & Personnel