

Comprehensive Agreement

between the

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

and the

***Des Moines Education
Association***

2011-12



Des Moines, Iowa

BOARD OF DIRECTORS

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Table of Contents

Article I	Preamble	1
Article II	Recognition	1
Article III	Definitions	2
Article IV	Dues Deduction	3
Article V	Separability	3
Article VI	Finality and Effect of Agreement	3
Article VII	Duration	4
Article VIII	Rights	5
Article IX	Evaluation	6
Article X	Transfer Procedure	8
Article XI	Procedure for Staff Reduction	10
Article XII	Professional Development	11
Article XIII	Hours	12
Article XIV	Service Year	13
Article XV	Leaves of Absence	14
Article XVI	Compensation	19
Article XVII	Insurance	23
Article XVIII	Health Procedures	28
Article XIX	Safety Procedures	28
Article XX	Grievance Procedure	28
Article XXI	Voluntary Early Retirement	31
Appendix 1	2011-12 Salary Schedule	32
Appendix 2	2011-12 Supplemental Pay Schedule	33
Appendix 3	2011-12 Extended Career Opportunities	35
	Letter of Understanding—Voluntary Early Retirement	36
	Letter of Understanding—In-Service	38

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, 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, Way-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 two week 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, 2011 and shall continue in effect until midnight on July 31, 2012, except for Appendix 1, Salary; Appendix 2, Supplemental Pay; and Appendix 3, Extended Career Opportunities, which shall remain in effect until midnight on July 31, 2012. These appendices shall remain in effect until midnight on July 31, 2012. 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 August 1, 2011.

**DES MOINES EDUCATION
ASSOCIATION**

By ...*Melissa Spencer*.....
President

By...*Greg Harris*.....
Chief Negotiator

**DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT**

By ...*Connie Boesen*.....
President

By ...*Patty Link*.....
Vice President

By ...*Patricia Lantz*.....
Chief Negotiator

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. 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– Criteria for SUCCESS Employees
Collaboration and Coordination**

- A.** Works collaboratively with representatives of social service agencies, schools, and advisory committees to meet the needs of program participants.
- B.** Provides human services within the structure of the Des Moines Public Schools.
- C.** Functions as a member of an interdisciplinary school team.
- D.** Provides prompt and on-going follow-up to school and agency staff regarding client status.

Professional Qualities

- A.** Adapts work schedule to meet family and program needs and works within building guidelines.
- B.** Maintains a caseload that is consistent with program objective to provide long-term support to selected families.
- C.** Maintains accurate records and completes required reports.
- D.** Tolerates ambiguity, exhibits orientation to continuous problem solving, displays positive life outlook, and high degree of empathy towards high-risk families.

Effectiveness with Families

- A.** Displays commitment to help program children, youth, and their families identify their strengths.
- B.** Assesses the comprehensive needs of children/youth and families, as well as their current and potential strengths and weaknesses.
- C.** Provides for the confidentiality of all program services as it relates to both written and verbal communication.

- D. Assists children/youth and families in linking them to the services and entitlements available and in overcoming barriers to utilize those services.
- E. Develops an individual family plan with each child/youth/family and continuously monitors services provided and progress towards meeting the goals of their individual family plans.

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). Notification of Vacancies (Openings) for Certificated Employees.

The Employer will announce on the district's web site and on Job Line, not later than the third Wednesday in November, a list of known retirements and resignations for certificated employees by the subject area or grade level and locations that might be available for the following school year. This list does not necessarily reflect openings. The Employer, on the second Tuesday in March, will make a current listing for the following school year of openings existing as of that date. Following April 1 and prior to the first contract day of the subsequent school year, 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 maintained in the office of the Chief of Staff & Student Affairs of Human Resources Management, and a list of such openings shall be provided to the employee upon his/her request.

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.dmps.k12.ia.us.

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. Request for Transfers

Regular transfer request

Immediately after an opening is made known, an employee or SUCCESS employee desiring consideration shall submit the appropriate transfer request form to the office of the Chief of Staff & Student Affairs of Human Resources Management. All transfer requests requesting either general transfers or transfers to previously published specific openings must be received in the office of the Chief of Staff & Student Affairs of Human Resources Management by no later than April 1. Transfer requests received after April 1 but before June 1 will be considered only after transfer requests received by April 1 are processed. Regular or late transfer requests cannot serve in lieu of a summer transfer request.

Summer transfer request

An employee or SUCCESS employees desiring a transfer to an opening that becomes known during the summer shall submit the appropriate transfer request form to the office of Chief of Staff and Student Affairs after May 31.

Summer vacancies are filled as they occur, by first considering summer transfer requests on file. If no candidate is found then the position is opened for non-district applications.

Employees or SUCCESS employees who have filed a written request for transfer shall receive a written acknowledgement of the request from the office of the Chief of Staff and Student Affairs. Should the request for transfer be filed during the summer recess and be accompanied by a stamped self-addressed envelope, the employee or SUCCESS employee shall receive written acknowledgement through the U.S. mail within a reasonable number of days of the request reaching the office of the Chief of Staff and Student Affairs.

2. Procedure for Transfer

If more than one employee or SUCCESS employee applies for the same opening under the above conditions, and in the sole, exclusive, and final judgment of the Employer the employees' or SUCCESS employees' qualifications are considered equal, the employee or SUCCESS employee with the greatest district seniority shall have priority.

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 Chief of Staff & Student Affairs 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. One-half of the members of the Professional Development Steering Committee, exclusive of the chairperson, shall be teacher representatives appointed by the Employer from a list of nominations provided by the Association.

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.
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 Chief of Staff & Student Affairs 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 on days preceding a holiday or vacation.

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 will agree to a service year of 199 days.) 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 (2 days)
 - 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:
 - Early outs, pre-service, in-service, Martin Luther King Day, Drake Relays
- 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 2001-02 school years, employees (other than SUCCESS employees) may accumulate up to 100 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 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 grandchildren the employee shall be granted permission to be absent from duty by the office of the Chief of Staff & Student Affairs of Human

Resources Management 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 Chief of Staff & Student Affairs 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.

Funeral Leave.

2. 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 in the area of Greater Des Moines. If the funeral is being held outside the area of Greater Des Moines, one day of absence shall be allowed. The office of the Chief of Staff & Student Affairs 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.
3. 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. Emergency Leave. All regular full time employees or SUCCESS employees shall be allowed a total of three days in any one fiscal year, without loss of salary, for emergency leave such as serious illness within the immediate family, disaster, court subpoena, or necessary court appearances, and other circumstances recognized as emergencies by the principal and the office of the Chief of Staff & Student Affairs of Human Resources Management. An employee who is paid while on emergency leave during his/her extended service year shall have the obligation to complete his/her extended work assignment at no additional pay.

G. Special Leave. One work day, or two half days, may be used per school year, without accumulation, for special leave chargeable to the regular full time employee's or SUCCESS employee's current emergency leave. 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. Requests for special leave must be made on a form provided by the Employer (such form not requiring specific reasons, but understood to be bona fide personal or business activities that cannot reasonably be accomplished outside the normal work day) prior to the absence with permission to be granted by the office of the Chief of Staff & Student Affairs of Human Resources Management.

H. 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.

I. 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.

J. 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 of Staff & Student Affairs of Human Resources Management before April 1st for the following year, or before October 1st for the second semester. An employee requesting sabbatical leave must have completed five (5) consecutive satisfactory full time years of service with the Employer following probation. The pay for an employee on sabbatical leave shall be 60% of that employee's salary at the time of the sabbatical. 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 of Staff & Student Affairs of Human Resources Management 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 of Staff & Student Affairs of Human Resources Management. 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.

K. Educational/Professional Purpose. Attendance at educational meetings or visiting other schools is permitted at full pay if the office of the Chief of Staff & Student Affairs 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 Chief of Staff & Student Affairs of Human Resources Management at least ten days prior to the first day of anticipated absence.

L. 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.

M. 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 Chief of Staff & Student Affairs 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).

N. 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 the 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 Chief of Staff & Student Affairs 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 Chief of Staff & Student Affairs 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.

O. 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.

P. 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 Chief of Staff & Student Affairs of Human Resources Management without loss of compensation.

Q. 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 associate with assigned extra duties.

D. Effective Date. The salary and supplemental pay schedules contained in this Agreement shall take effect on August 1, 2011. For the second year of the contract, the parties shall issue new schedules in accordance with the previously negotiated formula. 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. SUCCESS employees are not eligible for this provision. 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 Chief of Staff & Student Affairs of Human Resources Management.

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 Management for approval *prior* to the beginning of course work. If approved by the Human Resources Management 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 certified transcript with no assurance of approval by the Human Resources Management office for advancement on the salary schedule.

Professional Development. Professional development courses offered by the Des Moines Public Schools/Heartland AEA 11, and graduate credit courses from an accredited university may be taken without prior approval. Credit approval will be granted from the completed certificates provided to the Human Resources Management office. *Professional development courses offered by agencies other than the Des Moines Public Schools/Heartland AEA 11 and accredited universities must receive approval prior to the beginning of the course for acceptance to advance on the salary schedule.* A certified transcript from the training institution or completion of course work certificate for staff development must be submitted to the office of the Chief of Staff & Student Affairs 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.

Date Transcripts Submitted	Date Reclassification (new pay) Takes Effect
February 15, 2011	Fall of 2011
September 15, 2011	December 2011 (retroactive to first pay)

F. 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 2011-12 if service that meets performance standards has been provided by the employee or SUCCESS employee during the 2010-11 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 2010-11 regular part time employees to determine initial placement on the 2011-12 regular salary schedule.

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

September 2, 16, and 30, 2011	March 2, 16, and 30, 2012
October 14 and 28, 2011	April 13 and 27, 2012
November 11 and 25, 2011	May 11 and 25, 2012
December 09 and 23, 2011	June 08 and 22, 2012
January 6 and 20, 2012	July 6 and 20, 2012
February 3 and 17, 2012	August 3 and 17, 2012

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

July 1, 15 and 29, 2011	January 13 and 27, 2012
August 12 and 26, 2011	February 10 and 24, 2012
September 09 and 23, 2011	March 09 and 23, 2012
October 07 and 21, 2011	April 4 and 20, 2012
November 4 and 18, 2011	May 4 and 18, 2012
December 2, 16 and 30, 2011	June 1 and 15, 2012

H. Personal Property Damage. The Employer shall establish a fund of \$2500 for the purpose of reimbursing an employee or SUCCESS employee for damage to the employee's or SUCCESS employee's personal wearing apparel or accouterments experienced as a result of the maintaining of discipline or of a violent act occurring when the employee or SUCCESS employee is acting within the scope of his/her employment and pursuant to existing policy. An employee or SUCCESS employee may request reimbursement only for the actual value of the damaged apparel or accouterments and only to the extent that such damages exceed the coverage provided by any Homeowner, Personal Property Floaters, or similar valid and collectible insurance and in no case shall reimbursement be granted that exceeds \$150 per employee or SUCCESS employee per occurrence. Each request for reimbursement must be in writing to the Chief of Staff & Student Affairs of Human Resources Management, must describe the incident and the damage, must be approved by the employee's or SUCCESS employee's principal or appropriate supervisor, and must state the amount of reimbursement and verification thereof. Reimbursement determinations shall be the sole prerogative of the office of the Chief of Staff & Student Affairs of Human Resources Management, and in the event the fund is exhausted during the duration of this Agreement, no additional requests by employees or SUCCESS employees for reimbursement shall be paid. The school district, the Board, each individual Board member, and all administrators shall be indemnified and held harmless 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 damage to personal wearing apparel or accouterments.

ARTICLE XVII: INSURANCE

A. Life Insurance and Disability Coverage.

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 Benefits.** 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 service plan and may enroll in one of the following plans according to the Employer's current procedures.

Plan 1

- A. Wellmark Alliance Select with co-payments health care insurance plan policy
 - a. single plan
 - b. family plan
 - c. deductibles \$1,000/\$2,000
- B. Blue Cross/Blue Shield Pharmaceutical Service(s)

A ten-dollar (\$10) co-pay per generic prescription. A thirty (\$30) co-pay per brand name prescription. A fifty-dollar (\$50) co-pay per non-preferred prescription.

Plan 2

A. Wellmark Blue Access with co-payments health care insurance plan policy
a. single plan b. family plan c. deductibles \$500/\$1,000

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

A ten-dollar (\$10) co-pay per generic prescription. A thirty-dollar (\$30) co-pay per brand name prescription. A fifty-dollar (\$50) co-pay per non-preferred prescription.

For each full time employee deemed eligible and hired, or initially enrolling in insurance, the Employer shall contribute the full costs for the least costly alternative health service plan.

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 offer employees or SUCCESS employees the flexible premium plan under the rules and regulations of Section 125 of the Internal Revenue Code, whereby 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.

For new employees or SUCCESS employees, coverage shall become effective within no more than 45 days from the date on which the employee or SUCCESS employee begins service under his/her individual contract and upon approval of the employee's application by the carrier.

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 by processing an enrollment card, 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 application card for health benefit plans will be available upon request from the Human Resources Management office. Changes within any plan will be allowed, provided the request for change is made on an appropriate application card, transmitted to the office of Human Resources Management, 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

For new employees or new SUCCESS employees, coverage shall become effective within no more than 45 days from the date on which the employee or SUCCESS employee begins service under his/her individual contract and upon approval of the employee's or SUCCESS employee's application by the carrier.

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

For new SUCCESS employees, coverage shall become effective within no more than 45 days from the date on which the SUCCESS employee begins service, and upon approval of the SUCCESS employee's application by the carrier.

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 endorse and assign the Workers' Compensation payments to the Employer for that period of time.

3. Should the Workers' Compensation benefits be one-third or less the employee's or SUCCESS employee's regular rate of pay, a full day of accumulated medically related disability leave shall be deducted for each day of absence; should the benefits be more than one-third but less than two-thirds the regular rate of pay, one-half day of accumulated medically related disability leave shall be deducted for each day of absence; should the benefits be two-thirds or more of the regular rate of pay, no accumulated medically related disability leave shall be deducted for each day of absence.
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 5th 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 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

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.

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.

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.
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 or 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 or 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 or 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 or 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 Federal Mediation and Conciliation Service (FMCS). 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 FMCS, 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 Executive Director of Human Resources Management, or the office of the principal of each building.

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.

Appendix 1: Salary Schedule

Des Moines Public Schools 2011-2012 Certificated Teachers Salary Schedule

				I	II	III	IV	V
	RN	RN + 30	SUCCESS	**BA	**BA + 15	**MA	**MA + 15	**MA + 30
Step	Generator Base \$23,697		Generator Base \$30,834	Generator Base \$28,550				
1	26,718	29,740	34,765	36,834	38,262	40,118	41,545	42,973
2	27,222	30,243	35,421	37,477	38,904	40,831	42,259	43,686
3	28,229	31,250	36,731	38,761	40,189	42,259	43,686	45,114
4	29,236	32,258	38,041	40,046	41,474	43,686	45,114	46,541
5	30,303	33,324	39,429	41,331	42,758	45,114	46,541	47,969
6	31,428	34,450	40,894	42,616	44,043	46,541	47,969	49,396
7	*32,554	35,575	*42,358	43,900	45,328	47,969	49,396	50,824
8		*36,671		45,185	46,613	49,396	50,824	52,251
9				46,541	47,969	50,895	52,251	53,679
10				47,969	49,396	52,465	53,679	55,106
				#	#	#	#	#
11				49,396	50,824	54,036	55,178	56,534
12				*50,824	*52,251	55,606	56,748	57,961
13						*57,176	*58,318	59,460
14								*61,030

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

Generator Base **\$28,550**

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

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

Minimum salary for certificated teachers **\$36,834**

Maximum starting salary for new certificated teachers-Step 14.

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 \$4,430 Teacher Compensation pay which is subject to change annually. You must be eligible to receive Teacher Compensation pay.

ADDITIONS TO SALARY

RN + 60 approved hrs.--\$400 additional

PHD--\$1,000 additional

LONGEVITY: (1)Those employees who have been at the maximum of their salary column for more than 1 yr and are no longer receiving step increases shall receive additional salary computed on the % of the generator base as follows:

Step	Lane	%	Amount of Longevity	Total Salary= Max Step + Longevity
Step 8	SUCCESS	2.75	\$848	\$43,939
Steps 10 and above	SUCCESS	3.75	\$1,156	\$44,247
Steps 8 and above	RN	7.75	\$1,837	\$34,954
Steps 9 and above	RN+30	8.25	\$1,955	\$39,159
Steps 13 and above	BA	8.75	\$2,498	\$54,036
Steps 13 and above	BA+15	9.25	\$2,641	\$55,606
Steps 14 and above	MA	9.75	\$2,784	\$60,745
Steps 14 and above	MA+15	10.25	\$2,926	\$62,029
Steps 15 and above	MA+30	10.75	\$3,069	\$64,885

(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 .25% of the generator base: RN=\$592; SUCCESS=\$771; and BA through MA+30=\$714. 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. 78 bi-weekly payments.

Appendix 2: 2011-12 Supplemental Pay Schedule

Unless otherwise noted, all compensation is expressed as a % of \$28,550.

Supplemental Pay for Supplemental Job Assignments	%		Rate
Curriculum facilitator	10.0	Year	\$2,855
Consultant teacher	10.0	Year	\$2,855
School nurse practitioner	10.0	Year	\$2,855
Elementary reading resource teacher	10.0	Year	\$2,855
Student service coordinator, high school	20.0	Year	\$5,710
Dean of students	10.0	Year	\$2,855
Elementary intern	10.0	Year	\$2,855
Student service coordinator, middle school	15.0	Year	\$4,283
Elementary unit or team leader	6.8	Year	\$1,942
T.A. coordinator	6.8	Year	\$1,942
G/T building coordinator	5.0	Year	\$1,428
Secondary Minority Achievement Program coordinator			
Full-time	3.25	Year	\$928
Part-time	1.62	Year	\$463
Assistant to the principal	8% of teacher contract		
Elementary instrumental music assignment			
Full-time	1.9	Year	\$543
Part-time	1.15	Year	\$328
Elementary vocal music/building			
Full-time	1.9	Year	\$543
Part-time	1.15	Year	\$328
Technology specialist			
High school	6.0	Year	\$1,713
Middle school	4.0	Year	\$1,142
Elementary school	2.0	Year	\$571
Elementary testing specialist	2.0	Year	\$571
Mentor* (amount paid per mentee)	\$500/ Semester		\$1,000.00
*Subject to continued funding by Teacher Quality Act			
Supplemental Pay for Extra Duties			
1. Extended time – directed w/diminished student contact	0.55	Day	\$157
Secondary			
Counselor			
Librarian			
Office education coordinator			
Marketing education coordinator			
Vocational homemaking teacher			
School psychologist			
School social worker			
2. Middle Schools			
Instrumental music	5.1	Year	\$1,457
Vocal music	5.1	Year	\$1,457
Intramurals	5.1	Year	\$1,457

3. Senior High Schools			
Band (including summer prep week)	17.0	Year	\$4,854
Assistant band	10.0	Year	\$2,855
Orchestra	14.0	Year	\$3,997
Dramatics	14.0	Year	\$3,997
Asst dramatics/tech director	9.1	Year	\$2,599
Forensics	14.0	Year	\$3,997
Asst forensics	9.1	Year	\$2,599
Academic decathlon	14.0	Year	\$3,997
Asst academic decathlon	9.1	Year	\$2,599
Vocal music	17.0	Year	\$4,854
Asst vocal music	10.0	Year	\$2,855
Student government	5.0	Year	\$1,428
Drill team	10.0	Year	\$2,855
Cheerleaders	20.0	Year	\$5,710
Asst cheerleaders	10.0	Year	\$2,855
Pep Club	5.0	Year	\$1,428
Jr ROTC drill team	10.0	Year	\$2,855
Journalism	10.0	Year	\$2,855
4. Commensurate Teaching Directed w/commensurate duties	Per diem/day		
5. Special Assignment Minority teacher recruiter	10.0	Year	\$2,855
6. SUCCESS Employees After school recreation and family programming	Per diem/day		
Summer Assignments			
Curriculum development – voluntary w/diminished student contact	.0895	Hour	\$25.55
Teaching – voluntary w/student contact	.0895	Hour	\$25.55
Designated Day Assignments			
Staff development – voluntary participation	.0895	Hour	\$25.55
Teaching – voluntary with student contact	Per diem/day		
Athletics			
Baseball/Softball			
Head coach	16.0	Year	\$4,568
Assistant	9.1	Year	\$2,599
Basketball			
Head coach	22.0	Year	\$6,281
Assistant	11.5	Year	\$3,284
Eighth grade	5.0	Year	\$1,428
Bowling			
Head	10.0	Year	\$2,855
Cross Country			
Head coach	10.0	Year	\$2,855
Assistant	6.0	Year	\$1,713
Football			
Head coach	22.0	Year	\$6,281
Assistant	11.5	Year	\$3,284
Golf			
Head coach	10.0	Year	\$2,855
Assistant	6.0	Year	\$1,713
Gymnastics			
Head coach	15.0	Year	\$4,282
Assistant	6.5	Year	\$1,855
Soccer			
Head coach	16.0	Year	\$4,568
Assistant	9.1	Year	\$2,599
Swimming			
Head coach	16.0	Year	\$4,568
Assistant	9.1	Year	\$2,599
Tennis			
Head coach	10.0	Year	\$2,855
Assistant	6.0	Year	\$1,713
Track			
Head coach	16.0	Year	\$4,568
Assistant	9.1	Year	\$2,599
Eighth grade	5.0	Year	\$1,428

Volleyball			
Head coach	16.0	Year	\$4,568
Assistant	9.1	Year	\$2,599
Eighth grade	5.0	Year	\$1,428
Wrestling			
Head coach	16.0	Year	\$4,568
Assistant	9.1	Year	\$2,599
		Each School	
Activities director	25.0	Year	\$7,137
Assistant activities director	9.0	Year	\$2,570
Equipment manager	12.7	Year	\$3,626

Appendix 3: 2011-12 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	.0895/hr \$25.55
Hourly Rate for Participation of New Employees in Two Days of Work Orientation	.0895/hr \$25.55

* 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.

Letter of Understanding—Voluntary Early Retirement

SUCCESS employees are not eligible for provisions of this Letter of Understanding.

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.

Eligibility Procedure—Age 55 Early Retirement. The Plan contains an offer of early retirement benefits to employees who have completed at least 10 years of continuous service and the teacher must be 55 years old before the beginning of the subsequent academic year. Employees may make application for early retirement benefits to the office of the Chief of Staff & Student Affairs of Human Resources Management no later than November 1, 2011. Applications will be reviewed and will be subject to approval by the office of the Chief of Staff & Student Affairs of Human Resources Management. An employee's application for early retirement benefits is in itself not a resignation of a contract with the Employer; however, acceptance by the Board of an employee's application for early retirement will be considered a voluntary resignation and termination of the employee's continuing contract, said termination to be effective at the conclusion of the final day of the academic year. Should the Employer not accept the application, the employee will remain as a certified employee unless the employee otherwise resigns.

Effective for retirements at the end of the 2011-12 academic year, early retirement benefits are for teachers identified in the Des Moines Independent Community School District *Unused Sick Leave and Early Retirement Benefits Plan* as qualified retirees; early benefits will not be available to non-qualified retirees. A qualified retiree is defined as follows:

- (a) A minimum of 10 consecutive years teaching in the Des Moines Public Schools prior to retirement;
- (b) The teacher must be 55 years old before the beginning of the subsequent academic year;*
- (c) The teacher must be in "good standing" at the time of retirement.
- (d) The teacher must have worked a minimum of 100 days during their last year before retirement.

In addition, this Plan requires:

- (a) The retirement must occur at the end of the school year;
- (b) So that vacancies can be filled, there will be *no confidential retirements*;
- (c) A request to retire must be received no later than November 1 of the year of retirement;
- (d) The employee must apply for retirement benefits under Iowa Code, Chapter 97B or Iowa Code 294 as appropriate;
- (e) The Board of Directors must approve the request for retirement.

Benefits

Employees taking early retirement effective at the end of the 2011-12 academic year will receive the benefits and payment terms as summarized in this subsection. Plan benefits are based on a \$200 credit for each unused sick leave day accumulated prior to June 30, 2001, and any other benefits accumulated prior to and during the actual year of retirement. [Note: The calculation of unused sick and emergency/special leave days is made at the date of retirement].

Annual Allocation Schedule			
15 Sick Leave Days		3 Emergency/ Special Leave Days	
Days Remaining	Benefit \$	Days Remaining	Bonus \$
15.0	3,100	3.0	900
14.5	2,600	2.5	500
14.0	2,400	2.0	400
13.5	2,300	1.5	300
13.0	2,100	1.0 or less	000
12.5	2,000		
12.0	1,800		
11.5	1,700		
11.0	1,500		
10.5	1,400		
10.0	1,200		
9.5 or less	0000		

For this annual calculation, unpaid or “deduct days” shall be treated as a “used” sick leave and emergency/special leave days.

Letter of Understanding—In-Service

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 District agrees to the following half day of in-service as determined by the teacher:

August	During opening year in-service week
October	Early dismissal during the week of fall conferences (90 min.)
January	Morning of Martin Luther King Day
March	Early dismissal during the week of spring conferences (90 min.)
April	Drake Relays (am/pm—bldg. decision)—High School
May	Early dismissal (90 min.)
June	End of school year—Elementary and Middle School