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Comprehensive Agreement

between the

Des Moines Independent Community School District

and the

Des Moines Education Association

2003 – 2006

DesMoines PUBLIC SCHOOLS

Des Moines, Iowa

Comprehensive Agreement

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ARTICLE I: PREAMBLE

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

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

ARTICLE II: RECOGNITION

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

Regular full-time certified and regular part time certificated teachers, including librarians, counselors, nurses, speech clinicians, school psychologists, school social workers, pupil service coordinators, school nurse practitioner, consultant teachers, specialist in Spanish-speaking affairs, home-school workers, teacher team leaders, coordinator in Career Placement Center, media specialist, 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 us 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 November 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, 2003, and shall continue in effect until midnight on July 31, 2006, except for Appendix 1, Salary; Appendix 2, Supplemental Pay; Appendix 3, Phase III Extended Career Opportunities; Article IX, Evaluation; Article XVIII, Insurance; and Article XXIII, Phase III, which shall remain in effect until midnight on August 1, 2004. 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 the 24th day of April, 2003.

DES MOINES EDUCATION ASSOCIATION

By ...*Christopher Miller*.....
Its President

By...*Randy Richardson*.....
Its Chief Negotiator

DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT

By...*Marc Ward*.....
Its President

By...*Doug Willyard*.....
Its 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 Certificated Teachers
Interpersonal Relations

A. Expresses concern for students.
1. Demonstrates understanding and acceptance of differences among individuals and groups (i.e., racial, gender, ethnic, cultural, socio-economic, religious, and handicapped).
2. Listens to and responds appropriately to students' needs and concerns.
3. Provides criticism, which is constructive, praise that is appropriate.

B. Works cooperatively with staff.
1. Communicates in a professional manner with school personnel.
2. Shares methods, materials, and ideas with coworkers for the improvement of instruction.
3. Informs appropriate administrators of pertinent situations.

C. Communicates with parents concerning school-related matters.
1. Provides a climate, which promotes effective communication with parents.
2. Cooperates with parents in the best interest of students.
3. Provides timely information to parents regarding academic progress of students.

Professional Qualities

A. Exhibits professional growth.
1. Participates in activities aimed at professional growth and development.
2. Participates in activities aimed at improving classroom performance.

B. Exhibits professional behavior.
1. Complies with rules and regulations of the school system.
2. Exercises responsibility for student management throughout the building.
3. Follows established communication channels.
4. Attends required meetings.
5. Submits required reports promptly and accurately.

Instructional Techniques

A. Demonstrates the ability to plan appropriately.
1. Develops lessons, homework, and assignments, which are clear, meaningful, and consistent with the goals and objectives of course(s).
2. Prepares sufficient and appropriate written instructional plans for self/substitute designed to meet varied student needs, abilities, and backgrounds.
3. Has needed materials and equipment ready for use.
4. Arranges classroom appropriately for class activities.

B. Exhibits competent level of knowledge of subject matter.
1. Uses content appropriate to the subject area and to the students' interests and abilities.
2. Uses suitable resource materials, procedures, models, and personnel related to the instructional objectives.
3. Uses correct language appropriate to the subject area and to student interests and abilities.

C. Demonstrates the ability to utilize an appropriate instructional presentation.

1. Reviews previous lessons and prerequisite objectives needed for current instruction.
2. States instructional objectives clearly.
3. Provides explanations and directions that are clear, concise, and consistent with stated objective(s).
4. Exhibits a sense of timing and pacing that is suitable for the activity and the class.
5. Adapts lessons, questions, statements, and learning experiences to student needs, capabilities, and backgrounds.
6. Uses questioning techniques to bring about student learning.
7. Provides guided practice activities with corrective feedback.
8. Provides independent practice to determine success of instruction.
9. Employs varied teaching and learning strategies.
10. Provides alternative, advanced, or remedial instruction when appropriate.
11. Provides opportunities for students to apply critical thinking and problem-solving strategies.
12. Checks for student understanding.

D. Maintains a productive learning environment.

1. Provides an atmosphere in which students remain at task.
2. Demonstrates positive classroom management.
3. Maintains orderly classroom routines, yet remains flexible.
4. Moves among students during work period when appropriate.
5. Uses humor appropriately.
6. Communicates class rules and desired behavioral expectations.
7. Enforces rules consistently.
8. Uses verbal and non-verbal communication techniques to encourage appropriate behavior.
9. Shows enthusiasm when teaching.
10. Fosters mutual respect in classroom.

E. Prepares appropriate evaluation activities.

1. Uses evaluation activities, which reflect course objectives and varied student abilities.
2. Uses appropriate evaluation techniques to guide student progress.
3. Provides regular feedback to students on their progress.
4. Maintains a continuous record of student progress.
5. Uses a clear, reasonable, and fair grading system.
6. Makes provision for student participation in evaluation when appropriate.

Section 2B – 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, the known existing full time openings for certificated employees by the subject area or grade level and locations that will be available for the following school year. The Employer, on the third 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 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 Executive Director of Human Resources Management, and a list of such openings shall be provided to the employee upon his/her request.

Known existing full 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.des-moines.k12.ia.us. and on the call-in Job Line, 242-7799.

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. The Employer will announce, not later than the third Wednesday in November, the known existing full time openings for SUCCESS employees by job classification and locations that will be available for the following school year. The Employer, on the third Tuesday in March, will make a current listing for the following school year of openings existing as of that date. Following April 1st and prior to August 28th, known existing full time openings for SUCCESS employees identified by job classification and locations that will be available for the subsequent school year will be maintained in the office of the Executive Director of Human Resources Management, and a list of such openings shall be provided to the SUCCESS employee upon his/her request.

Known existing full time openings for SUCCESS employees identified by job classification and locations that will be available for the subsequent school year will be posted in the office of the principal of each secondary school on the first Monday in August.

1. Request for Transfers
   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 Executive Director 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 Executive Director of Human Resources Management by no later than April 1. An employee or SUCCESS employee desiring transfer to an opening known after April 1 and prior to the first contract day of the subsequent school year shall submit a letter to the Executive Director of Human Resources Management, with a copy to the employee's or SUCCESS employee's principal, requesting consideration for the transfer. 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 Executive Director of Human Resources Management. 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 Executive Director of Human Resources Management.

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

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

B. Notification of Layoffs. The Employer shall provide written notice to the Association and to the employee or SUCCESS employee 30 calendar days prior to the actual layoff. Such notice shall include written reasons for reduction and shall be kept in the individual employee's or SUCCESS employee's personnel file.

C. **Recall Rights.** Any employee or SUCCESS employee laid off pursuant to this practice shall have recall rights to any position for which he/she is or may become qualified for one year from the effective date of his/her layoff and shall be offered employment in such professional categories in inverse order of the layoff.

D. **Notification of Vacancies.** A laid-off employee or SUCCESS employee shall be notified by certified mail of an appropriate vacancy sent to the employee's or SUCCESS employee's address on file in the office of the Executive Director of Human Resources Management. An employee's failure to respond affirmatively in writing within five calendar days after receipt of the Employer's letter shall cause loss of recall rights.

ARTICLE XII: PROFESSIONAL DEVELOPMENT

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

B. **Professional Development Steering Committee.**

1. Makeup. 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 Executive Director of Human Resources Management. Attendance of employees at Professional Development Steering Committee meetings outside the parameters of the workday shall not be used in lieu of other employee obligations outside the parameters of the workday.

ARTICLE XIII: HOURS

A. **Work Day.**

1. Length of Day. The total workday shall consist of not more than 7 hours and 45 minutes and shall include a scheduled duty-free lunch period as provided to employees or SUCCESS employees under Subsection 3 of this Article.

2. Arrival and Dismissal Time. The Employer shall determine the arrival and departure time for each employee or SUCCESS employee. Employees or SUCCESS employees shall not be required to remain in the building after students have vacated the building 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' 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 of 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 year, 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. 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, or grandchildren the employee shall be granted permission to be absent from duty by the office of the Executive Director 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 Executive Director of Human Resources Management for attendance at the funeral and for any other purposes directly arising our of said death, and no deduction of pay shall be made for the days of absence so granted.
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 Executive Director of Human Resources Management shall have the authority to extend the above provisions for any other purpose directly arising out of said death, and no deduction of pay shall be made for the days of absence required.
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.

E. **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 Executive Director 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.

F. **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 Executive Director of Human Resources Management.

G. **Jury Duty.** In the absence of extraordinary circumstances, employees and SUCCESS employees may be excused for jury duty. In order that no employee or

(5) teachers may hold sabbatical leaves simultaneously. The office of the Executive Director 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 Executive Director 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.

J. **Educational/Professional Purpose.** Attendance at educational meetings or visiting other schools is permitted at full pay if the office of the Executive Director of Human Resources Management approves such absence. If any regular full time employee or SUCCESS employee wishes to be absent from duty for a brief period to attend a professional meeting, or to visit schools, a written request for approval of such absence on a form as provided by the Employer should be signed by the principal or supervisor and filed in the office of the Executive Director of Human Resources Management at least ten days prior to the first day of anticipated absence.

K. **Military Reserve Duty.** A leave of absence will be granted for military reservists for required training purposes, but not for a period exceeding a total of thirty (30) days in my 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 is session whenever possible.

L. **Military Service.** Leaves of absence are granted for military purposes, not to exceed the enlistment or draft period. On completion of the military service, the salary of the employee or SUCCESS employee shall be the salary stated on the Salary Schedule for the step and class for which the employee was appointed at the time of the commencement of the leave, but subject to the following conditions: That the position was not abolished, that he/she is physically and mentally capable of performing the duties of the position, that he/she makes written application for reinstatement to the Executive Director of Human Resources Management within ninety (90) days after termination of military service, and that he/she submits an honorable or general discharge from the military service.

M. Extended Leaves without Pay. Employees may request extended leaves absence without pay for a period of time to be terminated at the conclusion of t semester during which the leave commenced or for one additional semes following the conclusion of the semester in which the leave commenced. employee shall file an application in the office of the Executive Director of Hum Resources Management. The application shall be reviewed by that office and will submitted to the Board of Directors for their consideration. Extended leaves absence may be granted for health, professional study, or family responsibilitie which may include child nurturing. The employee's service will resume either at th beginning of the fall or spring semester in accordance with the leave of absenc 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 leav period, the employee may purchase such benefits. At the conclusion of th extended leave of absence, the salary of the employee shall be the salary stated o the salary schedule for the step and class for which that employee was appointed a the time of the commencement of the leave. A request for early termination of the leave agreement and reinstatement of position must be made in writing to the office of the Executive Director of Human Resources Management at least thirty (30) days prior to the beginning of the new semester. The Employer shall reserve the right to delay reinstatement until the beginning of the school semester following the request Early reinstatement before the beginning of the new semester would be contingen upon an available vacancy. An employee who is granted a leave of absence for a regular school year must indicate a desire to return at the time all other employees sign a contract for the new year.

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

O. Religious Holidays. Employees or SUCCESS employees whose religious affiliation requires the observance of holidays other than those regularly scheduled in the school calendar may be excused by the office of the Executive Director of Human Resources Management without loss of compensation.

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

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

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

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

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

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

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

D. **Effective Date.** The salary and supplemental pay schedules contained in this Agreement shall take effect on August 1, 2003. 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 Executive Director 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 Executive Director of Human Resources Management for evaluation by September 15 in order that the salary of the employee can be changed from one class to another when applicable. The salary increase as a result of reclassification will be retroactive to the effective date of the salary schedule. Credit up to the fourteenth step of any salary level on the employee salary schedule may be given for previous teaching experience or job-related work experience in a duly accredited school or place of employment.

Date Transcripts Submitted	Date Reclassification (new pay) Takes Effect
February 15, 2003	Fall of 2003
September 15, 2003	December (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 2002-2003 if service that meets performance standards has been provided by the employee or SUCCESS employee during the 2001-2002 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 2001-2002 regular part time employees to determine initial placement on the 2002-2003 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 12 and 26, 2003
October 10 and 24, 2003
November 7 and 21, 2003
December 5, 19, and 31, 2003
January 16 and 30, 2004
February 13 and 27, 2004
March 12 and 26, 2004
April 9 and 23, 2004
May 7 and 21, 2004
June 4 and 18, 2004
July 2, 16, and 30, 2004
August 13 and August 27, 2004

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

July 11 and 25, 2003
August 8 and 22, 2003
September 5 and 19, 2003
October 3, 17 and 31, 2003
November 14 and 26, 2003
December 12, and 24, 2003
January 9 and 23, 2004
February 6 and 20, 2004
March 5 and 19, 2004
April 2, 16 and 30, 2004
May 14 and 28, 2004
June 11, and 25, 2004

H. Personal Property Damage. The Employer shall establish a fund of $2500 fo purpose of reimbursing an employee or SUCCESS employee for damage t employee's or SUCCESS employee's personal wearing apparel or accoutern experienced as a result of the maintaining of discipline or of a violent act occu when the employee or SUCCESS employee is acting within the scope of hi employment and pursuant to existing policy. An employee or SUCCESS empl may request reimbursement only for the actual value of the damaged appar accouterments and only to the extent that such damages exceed the cove provided by any Homeowner, Personal Property Floaters, or similar valid collectible insurance and in no case shall reimbursement be granted that exce $150 per employee or SUCCESS employee per occurrence. Each request reimbursement must be in writing to the Executive Director of Human Resou Management, must describe the incident and the damage, must be approved by employee's or SUCCESS employee's principal or appropriate supervisor, and n state the amount of reimbursement and verification thereof. Reimbursem determinations shall be the sole prerogative of the office of the Executive Directo Human Resources Management, and in the event the fund is exhausted during duration of this Agreement, no additional requests by employees or SUCCE employees for reimbursement shall be paid. The school district, the Board, ea individual Board member, and all administrators shall be indemnified and h harmless against any and all claims, suits, or other forms of liability, and all co costs arising out of the provisions of this Agreement between the parties for dama 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 tin employee or SUCCESS employee to provide $30,000 individual life insuranc Further, each employee or SUCCESS employee will be allowed to purchas through payroll deduction a maximum of six additional insurance increments $5,000 to a sum total of $60,000. To be eligible for additional insurance, th employee or SUCCESS employee must qualify under the rules and regulatior of the respective carrier which includes both the provision of medical evidenc sufficient to assure insurability and enrollment in accord with a schedule of rate as provided by the carrier.
2. The Employer will pay the full insurance policy premium for each regular full tim employee or SUCCESS employee to provide an individual long-term disabilit program. Employee benefit payment period for disability due to accident o 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

This coverage shall become effective on September 1, 2003.

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 Blue Cross/Blue Shield Alliance Select with co-payments health care insurance plan policy

a. single plan b. family plan c. deductibles $200/$400

B. Blue Cross/Blue Shield Pharmaceutical Service(s)
A five-dollar ($5) per deductible prescription drug insurance plan for generic drugs. A twenty-five ($25) per deductible prescription drug insurance plan for brand name drugs.

Plan 2

A. Coventry Health Care "Comprehensive Plan"

a. single plan b. family plan

B. Blue Cross/Blue Shield Pharmaceutical Service(s)
A five-dollar ($5) per deductible prescription drug insurance plan for generic drugs. A twenty-five ($25) per deductible prescription drug insurance plan for brand name drugs.

Plan 3

A. Coventry Health Care "Classic Plan"

a. single plan b. family plan

B. Pharmaceutical Service(s)
A four-dollar ($4) per deductible prescription drug plan which fills prescriptions with generic equivalent or brand name drugs according to the Share Drug

Formulary. If a member requests a brand name for which there is an appropri generic equivalent, the member pays the four dollars ($4) co-payment and additional cost between the generic equivalent and the brand name.

For each full time employee deemed eligible and commencing employment on after July 1, 2003, the Employer shall contribute the full costs for the least cos alternative health service plan. Employees or SUCCESS employees who qualify und the rules and regulations of the respective carrier or health service plan will also provided opportunity to enroll in a more costly plan by paying the difference between t monthly premium of the least costly alternative plan and the plan in which they ha enrolled.

Section 125 of the Internal Revenue Code allows an employer the opportunity set up a flexible premium for employees or SUCCESS employees. The Employ agrees to offer employees or SUCCESS employees the flexible premium plan under t rules and regulations of Section 125 of the Internal Revenue Code, whereby employe or SUCCESS employees on a voluntary basis will be able to use pre-tax income to p out-of-pocket unreimbursed medical costs and dependent care costs in accord with t district's program restrictions.

This coverage shall become effective on July 1, 2003.

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

Upon an employee or SUCCESS employee or an employee's or SUCCES employee's spouse attaining the age of 65, an employee or SUCCESS employee wh wishes to qualify for the Employer's share of the monthly premium must notify th carrier or his/her spouse's attainment of the age 65 by processing an enrollment car must qualify under the rules and regulations of the respective carrier, and must enroll 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 pla will be allowed, provided the request for change is made on an appropriate applicatio card, transmitted to the office of Human Resources Management, and is in accord wit the rules and regulations of the respective carrier.

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

a. single plan b. family plan

The selected coverage shall become effective on September 1, 2003.

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

The coverage shall become effective on July 1, 2003, for those SUCCESS employees covered during the 2002-2003 service year. 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 e regular full time and part time employee or SUCCESS employee to purchase insurance benefit of (1) $500,000 bodily injury liability, and (2) $100,000 prop damage liability. The insurance benefits provide additional coverage beyond employee's or SUCCESS employee's own policy. In order to qualify for benefits employee or SUCCESS employee must qualify under the rules and regulation the respective carrier, must be involved in an accident while driving the employ or SUCCESS employee's own car on authorized school business, must be a within the scope of the employee's or SUCCESS employee's employment or du and may qualify only when the use of the personal car has been authorized recognized representative of the Employer. Insurance benefits do not apply whil employee or SUCCESS employee is driving to or from work or during other pers use of the employee's or SUCCESS employee's automobile.

G. **Continuation.** In the event that a regular full time employee or SUCC employee becomes the recipient of disability insurance benefits, the Employe continue to pay the agreed upon monthly premium costs to retain purch benefits of the health plan described in Article XVIII, Section B, throughou duration of the period of disability.

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 XVIII, Se 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 payme no later than the 5th day of each month, beginning on July 5, 2003. Absence of receipt of the employee's or SUCCESS employee's total monthly premium paym 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, individual Board member, and administrators against any and all claims, suits, o 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 employee or SUCCESS employee for benefits of the Health Benefits plan for mo 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 time to procure benefits referred to in Section A, C, and E above from any 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 XVIII, 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 by no later than September 1, 2003.

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.

B. Physical Procedures – Continuing Employees. An employee or SUCCE employee must have a physical examination every three years by a licens physician of his/her choice. The employee or SUCCESS employee agrees to sub to laboratory work as specified and paid for by the Employer and agrees to pres evidence of physical fitness to perform duties assigned. Such evidence shall b statement by a licensed physician on the Employer's physical examination f attesting to the employee's or SUCCESS employee's fitness.

ARTICLE XIX: SAFETY PROCEDURES

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

Whenever the physical facilities of the building are deemed unoccupiabl students, the building shall be deemed unoccupiable for employees or SUCC employees. However, employees or SUCCESS employees shall fulfill those acti deemed necessary by the Employer to assure the continuing provision of instructio

ARTICLE XX: GRIEVANCE PROCEDURE

A. Definitions.

1. Grievance. A *grievance* is a claim made by an employee, SUCCESS empl or the Association that there has been a violation of a specific provision o 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 an person, including the Employer, who might be required to take action, or a 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 equitable solutions to the problems affecting employees or SUCCESS emplo 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 emplo initiate Level One on any alleged grievance within ten (10) working days time of the occurrence of the alleged violation shall act as a bar to any

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 even 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.

Eligibility Procedure—Age 55 to Age 65 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 and not older than 65 years before the beginning of the subsequent academic year. Employees may make application for early retirement benefits to the office of the Executive Director of Human Resources Management no later than November 1, 2003. Applications will be reviewed and will be subject to approval by the office of the Executive Director 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 2003-2004 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 and not older than 65 years 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 2003-2004 academic year will receive the benefits and payment terms pursuant to Article IV of the Des Moines Independent Community School District *Unused Sick Leave and Early Retirement Benefits Plan* and as summarized in this subsection and Appendix 5. 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 as set forth in Appendix 5. [Note: The calculation of unused sick and emergency/special leave days is made at the date of retirement].

ARTICLE XXII: PHASE III

SUCCESS employees are not eligible for this Article.

A. Eligibility and Participation. All certificated staff members will actively participate in Comprehensive School Transformation. The process for creating the School Improvement Plan shall be through School-Based Management through Shared Decision-Making. No later than October each year, the principal or his/her designee will inform all eligible staff members of the Phase III school improvement funds allocated to the school. Staff members will collaboratively determine how Phase III funds will be utilized for the year. A report on all Phase III school improvement fund expenditures and account balances will be given to the staff on a quarterly basis.

B. Supplemental Pay for Phase III Opportunities. An employee who participates in Phase III opportunities will be paid on the schedule of Phase III Opportunities as set forth in Appendix 3 which is attached hereto and incorporated into this Agreement. As a condition for receipt of compensation for Phase III Opportunities, an employee

shall be expected to provide service necessary to fulfill all responsibilities associated with the Phase III opportunity.

C. Phase III Appeal Process. An employee denied Phase III funds may appeal that denial.

1. Within ten working days of the denial, the employee will contact the administrator who denied the funds and informally initiate the appeal.
2. If denied, within ten working days after that informal contact, the employee may file a written appeal with the Chief Academics Officer who supervises the administrator who originally denied the funds. The Chief Academics Officer has ten working days to hold a conference with the employee and must render a final decision in writing within five working days.

D. The Association shall appoint at least one-half of Phase III committee members.