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same for 1987-1991
with exception
of changes
enclosed*

COMPREHENSIVE AGREEMENT

between the

**DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT**

and the

**DES MOINES
EDUCATION ASSOCIATION**

1986 - 1987

DES MOINES, IOWA

7/87

**DES MOINES BOARD OF DIRECTORS
1986 - 1987**

Gloria S. Hoffman	Betty Grundberg
Jonathan C. Wilson	William D. Keck
Barbara O. Buck	Sue Luthens
George "Pick" Wilson	

SUPERINTENDENT OF SCHOOLS
Dr. William A. Anderson

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ARTICLE 1: 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 certificated and regular part time certificated teachers, including librarians, counselors, nurses, dental hygienists, speech clinicians, school psychologists, school social workers, pupil service coordinators, truant officer and head social worker, Home Economic Outreach (home economist in Adult Education), school nurse practitioner, advisory specialists in Intercultural Programs, program assistants in Follow Through, consultant teachers, specialist in Spanish-speaking affairs, home-school workers, teacher team leaders, coordinator in Career Placement Center, placement specialist in Career Placement Center, naturalist at Science Center, media specialist, and assistants to principals in elementary schools

and excluding:

All other school district employees, 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 "probationary employee" as used in this Agreement, shall mean all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board who have not completed two (2) consecutive years of employment. The Employer may extend the probationary period for an additional year with the consent of the employee. Period of absence from work shall not be counted toward completion of the probationary period. A probationary employee shall have no seniority until completion of the probationary period.

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

ARTICLE IV: DUES DEDUCTION

Any 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 form authorizing payroll deduction shall be designed by the Association, subject to the approval of the Employer, 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 each two week pay period beginning in November and ending in June each year.

Such deduction authorization cards must be received by the Employer not later than October 15 for employees who begin their school year at normal times. Deduction authorization cards must be received by the Employer not later than February 15 for employees who begin their school year at the start of the second semester.

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: SAVINGS

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, and 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, 1986 and shall continue in effect until midnight on July 31, 1987.

B. Either party may give written notice on the other party to terminate or modify the Agreement not less than 180 calendar days prior to the District's budget certification date as established by the Code of Iowa, and appropriate for the year beginning August 1, 1987. If no such notice is given this Agreement shall remain in effect for one additional year and from year to year thereafter until the aforementioned notice is given by either party of its intention to terminate or modify.

C. 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 day of 19

DES MOINES EDUCATION ASSOCIATION

Association

By Wayne R. Bauman
Its President

By Walter L. Galvin
Its Chief Negotiator

DES MOINES INDEPENDENT COMMUNITY
SCHOOL DISTRICT

Board of Education

By Jonathan C. Wilson
Its President

By Ann Prine
Its Chief Negotiator

ARTICLE VIII: RIGHTS

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.

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 mail boxes 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 work day 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 PROCEDURES

A. Notification

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

B. Formal Observation

Each 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 second semester of employment, and at least once every year for the remaining period of probation. Each employee no longer on probation shall be observed by his/her principal or

appropriate supervisor at least once every three years for the purpose of formal evaluation.

C. Conference

Observation of an employee shall be followed by a personal conference between the employee and the Employer.

D. Written Evaluation

Evaluation shall then be reduced to writing and a copy given to the employee within fifteen (15) working days of the observation. If the employee disagrees with the written evaluation, the 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 shall be asked to sign the written evaluation; however, such signature shall be understood to indicate the 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 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 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 shall have, upon request, the right to review the evaluation documents contained in his/her personnel file. An employee has the right to respond in writing to any evaluation documents. Any complaints directed toward an employee which are placed in his/her personnel file shall be promptly called to the employee's attention in writing.

ARTICLE X: TRANSFER PROCEDURE

A. Definition

Transfer is defined as movement of an employee to a different building.

B. Employee-Initiated Transfer

1. Notification of Vacancies (Openings)

The Employer will announce in the weekly Bulletin, not later than the last Tuesday in January, 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, except those vacancies resulting from retirements when the teacher

retiring requests confidentiality. 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 August 28, known existing full time openings for certified employee identified by subject area or grade level and locations that will be available for the following school year will be maintained in the office of the Director of Personnel, 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 following school year will be posted in the office of the principal of each secondary school on the first Monday in August.

2. Request for Transfers

Immediately after an opening is made known, an employee desiring consideration shall submit a letter to the office of the Director of Personnel, with a copy to the employee's principal, requesting consideration for the transfer. All letters requesting either general transfers or transfers to previously published specific openings must be received in the office of the Director of Personnel by no later than April 1. An employee desiring transfer to an opening known after April 1 and prior to August 28 shall submit a letter to the Director of Personnel, with a copy to the employee's principal, requesting consideration for the transfer. Employee's who have filed a written request for transfer shall receive through school mail a written acknowledgement of the request from the office of the Director of Personnel. Should the request for transfer be filed during the summer recess and be accompanied by a stamped self-addressed envelope, the employee shall receive written acknowledgement through the U.S. mail within a reasonable number of days of the request reaching the office of the Director of Personnel.

3. Procedure for Transfer

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

C. Employer-Initiated Transfer

1. Notification

In the case of Employer-initiated transfers, the principal of the school in which the employee works shall inform the employee in writing of the

reasons for transfer. Employer-initiated transfers of an 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.

D. Return Rights

Any employee assigned to an administrative or supervisory position who 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

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 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 educational preparation and experience, and (c) the relative skill, ability and competence of the employee for which employment cannot be provided. When those employees for which employment cannot be provided in a particular building have qualifications considered equal, the employee with the least District seniority within the building 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.1. 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 with temporary or emergency certification, unless otherwise needed to maintain an existing program.
- c. From among regular 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, unless otherwise needed to maintain an existing program.
- e. From among regular part time employees with 3 or more years 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 have equal qualifications, the 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 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 personnel file.

C. Recall Rights

Any 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 shall be notified by certified mail of an appropriate vacancy, sent to the employee's address on file in the office of the Director of Personnel. An employee's failure to respond affirmatively in writing within five calendar days after the receipt of the Employer's letter shall cause loss of recall rights.

ARTICLE XII: IN-SERVICE TRAINING

A. Definition

In-service training is defined as training provided employees by the Employer during the service year.

B. In-Service Day Steering Committee

1. Make-up

One-half of the members of the In-service Day Steering Committee, exclusive of the chairperson, shall be teacher representatives appointed by the Employer from a list of nominations provided by the Association. The Assistant Superintendent for Education or his/her designee shall serve as chairperson.

2. Responsibility

The In-service Day Steering Committee shall be established to make recommendations to the office of the Assistant Superintendent for Instruction on the general plan for the District's In-service

Training Day.

3. Released Time

Members of the In-service Day steering Committee shall be granted released time to fulfill their responsibilities upon receipt of approval by the office of the Executive Director of Personnel. Attendance of employees at In-service Day Steering Committee meetings outside the parameters of the work day shall not be used in lieu of other employee obligations outside the parameters of the work day.

ARTICLE XIII: HOURS

A. Work Day

1. Length of day

The total work day shall consist of not more than 7 hours and 30 minutes and shall include a scheduled duty-free lunch period as provided to employees under subsection 3 of this section.

2. Arrival and Dismissal Time

The arrival and departure time for each employee shall be determined by the Employer. However, due to variations of the length of pupil school days, employee's arrival times shall be as follows:

a. Secondary school employees shall be required to report to duty no earlier than 30 minutes before the opening of their pupil's school day.

b. Elementary school employees shall be required to report to duty no earlier than 55 minutes before the opening of their pupil's school day.

c. Employees shall not be required to remain in the building after students have vacated the building on days preceding a holiday or vacation.

3. Lunch Period

Employees shall have a scheduled duty-free lunch period of at least 30 uninterrupted minutes. They shall not be required to be available during this scheduled lunch period for conferences with students or parents or for supervision unless an emergency situation arises involving the safety of students, or their presence is required by law.

4. Leaving the Building

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

B. Meetings/Activities

1. Faculty and Other

An employee may be required to remain after the end of the regular work day for the purpose of attending faculty meetings or activities no more than 4 times each month. Attendance at such

faculty meetings or activity shall not be required longer than one hour and 15 minutes beyond his/her pupil's 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 work day each semester.

ARTICLE XIV: SERVICE YEAR

A. Employees of the bargaining unit agree to a service year of 195 days, thus allowing a necessary two-day work orientation before the reporting of employees experienced in the District.

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

Labor Day

Thanksgiving (2 days)

Memorial Day

C. Paid vacations during the service year are as follows:

Spring vacation (5 days)

D. In-Service during the service year is as follows:

One day

E. 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.

ARTICLE XV: LEAVES OF ABSENCE

A. Prior Notice

1. Regular full-time 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 expects to return to the assignment, the 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 does not give the required notification of intent to return and 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 salary.

B. Bereavement Leave

1. In the case of the death of the wife, husband, or (step) child of a regular full-time employee, or of the employee's (or spouse's) (step) father, (step) mother, (step) brother, (step) sister, or legal dependent, the employee shall be granted permission to be absent from duty by the office of the Director of Personnel for as many days not to exceed five, during the individual employee's service year as may be necessary in the opinion of the office of the Director of Personnel for attendance at the funeral and for any other purposes directly arising out of said death, and no deduction of pay shall be made for the days of absence so granted.

2. In case of the death of any other relative or person of unusually close personal relationship, one-half day of absence shall be allowed during the individual's service year without loss of pay for attendance at the funeral if the funeral is being 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 Director of Personnel shall have the authority to extend the above provisions for any other purpose directly arising out of said death, and no deduction of pay shall be made for the days of absence required.

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.

C. Emergency Leave

Regular full-time employees shall be allowed a total of three days in any one school year, without loss of salary, for emergency leave, such as illness within the immediate family, disaster, court subpoena, or other necessary court appearance, and other circumstances recognized as emergencies by the principal and the office of the Director of Personnel. 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.

D. Special Leave

One day, or two half days, may be used per school year, without accumulation, for special leave chargeable to the regular full-time 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 Director of Personnel.

E. Jury Duty

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

F. Political Activity

A leave of absence may be granted for one semester or one year to an employee who desires to run for office or take part in political activity. This provision recognizes the rights and obligations of 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.

G. Sabbatical Leave

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 Director of Personnel 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 XVII at the Employer plan's premium cost. Not more than five (5) teachers may hold sabbatical leaves simultaneously. Selection of an employee for receipt of sabbatical leave shall be made by the office of the Director of Personnel. While on leave, an employee may not engage in full time employment except upon receipt of written permission from the office of the Director of Personnel. 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.

H. Education Purpose

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

I. Military Reserve Duty

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

J. 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 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 Director of Personnel within ninety (90) days after termination of military service, and that he/she submits an honorable or general discharge from the military service.

K. Extended Leaves of Absence 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 Director of Personnel. 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 Director of Personnel at least thirty (30) days prior to the beginning of the new semester. The Employer shall reserve the right to delay reinstatement until the beginning of the school semester following the request. Early reinstatement before the beginning of the new semester would be contingent upon an available vacancy. An employee who is granted a leave of absence for a regular school year must indicate a desire to return at the time all other employees sign a contract for the new year.

L. Summer School

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.

M. Religious Holidays

Employees whose religious affiliation requires the observance of holidays other than those regularly scheduled in the school calendar may be excused by the office of the Director of Personnel without loss of compensation.

N. 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, Section A.1, Section F.1, Section B.2, Section C, Section D and Section H at a ratio proportionate to the employee's part-time condition of employment.

ARTICLE XVI: COMPENSATION

A. Basic Salary of Employees

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

B. Supplemental Pay for Supplemental Job Assignments

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, pupil service coordinator, elementary unit or team leader, or elementary assistant to the principal. Said assignment shall be made by the Employer. No such assignment shall exceed a duration of one year.

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

D. Effective Date

The salary and supplemental pay schedule contained in this Agreement shall take effect on August 27, 1986. Deferred payment 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

Where 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 must receive approval by the office of the Director or Personnel. In order to protect the quality and efficiency of instruction in the schools, every teacher is required to report to the Personnel Office all study pursued in any school or college during the period for which the teacher is under contract with the school district. The Director of Personnel shall determine the number of hours of collegiate work and staff development credit which may be undertaken by any teacher off probation engaged in active teaching in the schools without leave of absence. In no case shall permission be granted for any such study the credit for which is greater than eight semester hours in any one semester, or twelve hours during the two semesters of any one school year. There shall be no limit upon the work taken during the summer vacation period.

During the first year of probation, a teacher shall not be eligible to take course work (other than staff development offered by the Des Moines school district) without special permission from the Director of Personnel.

Approval for Courses of Study

Degree Program Approval: Employees may submit their course of study approved by the degree-granting institution to the Personnel Office for approval prior to the beginning of course work. If approved by the Personnel Department, 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 Personnel Office for advancement on the salary schedule.

Staff Development:

Staff development courses offered by the Des Moines Public Schools may be taken without prior approval. Credit approval will be granted from the completed certificates provided to the Personnel Department by the coordinator of staff development. Staff development courses offered by agencies other than the Des Moines Public Schools must receive approval prior to the beginning of the course for acceptance to

advance on the salary schedule. Requests for reclassification based upon acceptable completion of approval courses will be accepted until September 1, to include work completed prior to September 1. A certified transcript from the training institution or completion of course work certificate for staff development must be submitted to the office of the Director of Personnel 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 tenth 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.

F. Advancement on Salary Schedule

Regular full time and part time employees on the regular salary schedule shall be granted on increment or vertical step on the schedule for 1986-87 if service that meets performance standards has been provided by the employee during the 1985-86 service year and the employee is not at the maximum step for his/her educational classification. Minimum service during the service year to be eligible for a vertical step on the schedule is 130 working days. 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 his/her educational classification. No more than one step advancement shall be granted to 1985-86 regular part time employees to determine initial placement on the 1986-87 regular salary schedule.

G. Schedule of Payment

An employee shall be paid at his/her assigned building or by mail in the following dates:

September 12 and 26, 1986

October 10 and 24, 1986

November 7 and 21, 1986

December 5 and 19, 1986

January 2, 16 and 30, 1987

February 13 and 27, 1987

March 13 and 27, 1987

April 10 and 24, 1987

May 8 and 22, 1987

June 5 and 19, 1987

July 3, 17 and 31, 1987

August 14 and 28, 1987

H. Personal Property Damage

The Employer shall establish a fund of \$2,500 for the purpose of reimbursing an employee for damage to the 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 is acting within the scope of his/her employment and pursuant to existing policy. An 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 per occurrence. Each request for reimbursement must be in writing to the Executive Director of Personnel, must describe the incident and the damage, must be approved by the employee's principal or appropriate supervisor and must state the amount of reimbursement sought and verification thereof. Reimbursement determinations shall be the sole prerogative of the office of the Executive Director of Personnel, and in the event the fund is exhausted during the duration of this Agreement, no additional requests by 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: MEDICALLY RELATED DISABILITY LEAVE

A. An employee must report the intention to be absent from duty to the designated Employer representative by 7:00 a.m. on the day of absence. If possible, notification should be given on the previous day or earlier.

B. If an employee expects to return to an assignment, the 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 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 salary.

C. Regular full time employees shall be allowed a medically related disability 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 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. 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 accumulated days. At the end of the year, any of the accumulated days which are unused shall be added to the regular allowance for the succeeding year. If an employee is unable to begin service under the contract on the date on which the contract is designated to begin, the employee shall nevertheless be entitled to draw compensation for any unused medically related disability 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 is unable to report for duty on the first day of the new contract, and had no accumulated medically related disability leave on which to draw, compensation for medically related disability leave will not be allowed under the new contract until the employee does report, whereupon it will become retroactive. All accumulated medically related disability leave is forfeited upon the termination of employment.

D. Regular Part Time Employees

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, section C, at a ratio proportionate to the employee's part time condition of employment.

ARTICLE XVIII: INSURANCE

A. Life Insurance and Disability Coverage

The Employer will pay the full insurance policy premium for each regular full time employee to provide \$15,000 individual life insurance. Further, each employee will be allowed to purchase, through payroll deduction, a maximum of three additional insurance increments of \$5,000 to a sum total of \$30,000. To be eligible for additional insurance, the 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.

The Employer will pay the full insurance policy premium for each regular full time 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 Period (following disability qualification period)
Age 60 and under	Benefit period as described by the carrier
	Accident - to age 65
	Illness - to age 65
61	To age 65, not less than 5 years, 6 months
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, 1986.

B. Health Benefits

The Employer shall contribute the full composite premium costs for health benefits for each full time employee deemed eligible. Participation in the health benefit is voluntary for each eligible employee.

In order to qualify for the Employer's share of the monthly premium, the employee must qualify under the rules and regulations of the respective carrier or health service plan and may enroll in the following plans according to the current Employer's procedure:

1. A 90/10% deductible and coinsurance health care insurance plan policy
 - a. Single Plan
 - b. Family Plan

2. **Pharmaceutical Service (s)**

A two dollar (\$2 per deductible prescription drug insurance plan comparable to 1985-1986 coverage)

Employees presently enrolled in Share may continue their enrollment in that plan. However, opportunity for additional enrollment in Share will not be provided.

This coverage shall become effective on September 1, 1986.

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

Upon an employee or an employee's spouse attaining the age of 65, an employee who wishes to qualify for the Employer's share of the monthly premium must notify the carrier of his/her 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 Personnel 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 the Controller, 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 regular full time employee deemed eligible. Participation in the dental benefit is voluntary for each eligible employee. In order to qualify for the Employer's share of the monthly premium, the 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 selected coverage shall become effective on September 1, 1986.

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

D. **Auto Liability**

The Employer shall pay the full insurance policy premium for each regular full time employee to purchase an insurance benefit (1) of \$500,000 bodily injury liability, and (2) \$100,000

property damage liability. The insurance benefits provide additional coverage beyond an employee's own policy. In order to qualify for benefits, the employee must qualify under the rules and regulations of the respective carrier, must be involved in an accident while driving the employee's own car on authorized school business, must be acting within the scope of the 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 is driving to or from work or during other personal use of the employee's automobile.

E. Continuation

In the event that a regular full time employee becomes the recipient of disability insurance benefits, the Employer will continue to pay the agreed upon monthly premium costs to retain purchased benefits of the health plan described in Article XVIII, Section B.1 or Section B.2, throughout the duration of the period of disability.

F. Early Retirement Insurance

The Employer shall continue to contribute the agreed upon monthly premium costs to retain purchased benefits of the health plan described in Article XVIII, Section B.1 or Section B.2, for those employees who will be at least 60 years of age by the end of the 1986-87 academic year who have effected a voluntary resignation that terminates the employee's continuing contract at the conclusion of the final day of the 1986-87 academic year, and who was covered by the health plan at the time of retirement. The Employer's contribution shall continue until the retiree attains the age of 65 or becomes eligible to receive benefits under any other plan.

G. Staff Reduction Insurance

Any 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, Section B.1, or Section B.2, throughout the duration of the time the employee has recall rights and contingent upon the 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, 1986. Absence of receipt of the employee's total monthly premium payment in compliance with the above designated time schedule will result in immediate termination of the employee's benefits of the health insurance plan.

The Association and each individual 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 reeducation insurance. Premiums paid by an employee for benefits of an employee's recall will be refunded.

H. Selection of Carriers

The Employer shall have the sole and exclusive right at any time to procure benefits referred to in Section A, B.1, B.2, C and D above from any other reputable health service provider.

I. 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.1, B.2 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, 1986.

J. Description

The Employer will provide a description of the benefits referred to in Sections A, B.1, B.2, C and D. of this Article to the Association and to individual employees upon request.

K. Health Benefit Advisory Committee

A Health benefit 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.

ARTICLE XIX: HEALTH PROCEDURES

A. Physical Fitness - New Employees

New 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 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 must have a physical examination every three years by a licensed physician of his/her choice. The employee agrees to submit to laboratory work as specified and paid for by the Employer and agrees to present evidence of physical fitness to perform duties assigned. Such evidence shall be a statement by a licensed physician on the Employer's physical examination form attesting to the employee's fitness.

ARTICLE XX: SAFETY PROCEDURES

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

Whenever the physical facilities of the building are deemed unoccupiable for students, the building shall be deemed unoccupiable for employees. However, employees shall fulfill those activities deemed necessary by the Employer to assure the continuing provision of instruction.

ARTICLE XXI: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A "grievance" is a claim made by an employee that there has been a violation of a specific provision of this Agreement.

2. Aggrieved Person

An "aggrieved person" is the person making the complaint.

3. Party in Interest

A "party in interest" is the person making the complaint and any person, including the Employer, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. Purpose

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

C. Procedure

1. Time Limits

Failure of an employee to initiate Level One on

any alleged grievance within ten (10) working days from time of the occurrence of the alleged violation shall act as a bar to any written appeal at any step under these procedures.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the 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.

3. Level One - Principal or Immediate Supervisor (Informal)

An employee with a grievance shall first discuss it with the principal or immediate supervisor, with the objective of resolving the matter informally.

4. Level Two - Principal or Immediate Supervisor (Formal)

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal or immediate supervisor. The form for filing the grievance shall be designed by the Association, and subject to the approval of the Employer. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fifteen (15) working days after the date of occurrence of the event giving rise to the grievance. The principal or immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee within ten (10) working days after receipt of the grievance.

5. 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 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 Superintendent's level or his/her designee shall file an answer within (10) working days of the third level grievance and communicate it in writing to the employee and the principal or immediate supervisor.

6. Level Four - Superintendent

In the event a grievance has not been satisfactorily resolved at the third level, the aggrieved employee shall file, within five (5) working days of the 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 designee shall meet to resolve the grievance. The Superintendent or his 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.

7. 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 (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 and the Association. The arbitrator shall hold hearings promptly and shall issue his decisions 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 finding of fact, reasoning and conclusion on the issues submitted. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator shall be submitted to the Employer, the employee, and the Association, and shall be binding on the parties.

(e) The costs for the services of the arbitrator, including per diem expenses, necessary travel, subsistence expenses and cost of the hearing room shall be borne equally by the Employer and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights Of Employees To Representation

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. Any aggrieved person may be represented at all formal and informal stages of the grievance procedures by himself or by the employee and a representative from the Association.

If any 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 hearings under this procedure shall be conducted in private and shall include

only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article.

E. Availability Of Forms

Forms for filing a grievance shall be available at the office of the Association, the office of the Director of Personnel, or the office of the principal of each building.

F. Discriminating Action Prohibited

The Employer shall not discriminate against an 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 XXII: VOLUNTARY EARLY RETIREMENT

A. Purpose

The purpose of this Voluntary Early Retirement article is to promote economy and efficiency in the school district by providing an orderly means whereby older employees may, without hardship or prejudice, be replaced by younger employees, and to provide a means of orderly attrition of employees in case there is a need for reduction in staff, and to that end to provide an early retirement system which will provide incentives for early retirement and will benefit the taxpayers by making use of tax dollars through savings on staff costs as well as to maintain a mixture of experienced employees along with less experienced employees, and which, by its provisions, will improve the services provided by the Employer, reduce excessive personnel turnover and offer suitable attraction to high grade people to accept employment from the Employer.

B. Eligibility and procedure-Age 60 to Age 65 Early Retirement

The Employer extends an offer of early retirement benefits to employees who have completed at least 10 years of continuous service and who will be 60 years of age through 65 years of age by the end of the 1986-87 academic year. This benefit is offered only to employees who will not be more than age 65 or less than age 60 by the end of the 1986-87 academic year. Written acceptance of this benefit must be received by the office of the Director of Personnel by March 1, 1987.

Acceptance of this benefit by an employee shall constitute a voluntary resignation and shall terminate the employee's continuing contract, said termination to be effective at the conclusion of the final day of the 1986-87 academic year.

C. Eligibility Procedure-Age 50 to Age 59 Early Retirement

Employees who will be 50 years of age through 59 years of age by the end of the 1986-87 academic year may make application for early retirement benefits to the office of the Director of Personnel. Applications must be received by the office of the Director of Personnel no later than March 1, 1987. Each application will be reviewed on an individual basis and will be subject to approval by the office of the Director of Personnel. An employee's application for early retirement benefits is, in itself, not a resignation of a contract with the Employer. However, acceptance by the Employer 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 1986-87 academic year. Should the Employer not accept the application, the employee will remain as a certified employee unless the employee otherwise resigns.

D. Benefit Computation

An eligible employee, upon early retirement, shall receive as early retirement benefits, a one-time amount based upon computations associated with the employee's salary as of September 1, 1986, based upon the 1986-87 Salary Schedule.

E. Pro Rata Schedule-Age 60 to Age 65 Early Retirement

An employee eligible for early retirement benefits, as defined and limited in Section B, will receive the following benefits on September 1, 1987:

1. Age 60 - 100% of the difference between the salary associated with Class I--Step 4 and employee's salary as of September 1, 1986, on the 1986-87 salary schedule.
2. Age 61 - 90% of the difference between the salary associated with Class I--Step 4 and the employee's salary as of September 1, 1986, on the 1986-87 salary schedule.
3. Age 62 - 80% of the difference between the salary associated with Class I--Step 4 and the

employee's salary as of September 1, 1986, on the 1986-87 salary schedule.

4. Age 63- 70% of the difference between the salary associated with Class I--Step 4 and the employee's salary as of September 1, 1986, on the 1986-87 salary schedule.

5. Age 64 - 60% of the difference between the salary associated with Class I--Step 4 and the employee's salary as of September 1, 1986, on the 1986-87 salary schedule.

6. Age 65 - 50% of the difference between the salary associated with Class I--Step 4 and the employee's salary as of September 1, 1986 on the 1986-87 salary schedule.

**F. Pro Rata Schedule-Age 50 to Age 59
Early Retirement**

Eligibility for early retirement benefits, as defined and limited in Section C, will be dependent upon acceptance of the employee's application for early retirement benefits by the office of the Director of Personnel. Such acceptance will provide a cash benefit on September 1, 1987 of 100% of the difference between the salary associated with Class I--Step 4 and the employee's salary as of September 1, 1986, on the 1986-87 salary schedule. This will be a one-time cash benefit accruing to the retiree as of September 1, 1987.

G.

The provisions of this article are available until March 1, 1987, unless specific action is taken by the office of the Director of Personnel to extend the benefit beyond the March 1, 1987 deadline.

**DES MOINES PUBLIC SCHOOLS
1986-87 Certified Teachers and Support Staff Salary Schedule**

Classes are based upon professional preparation; steps are based upon years of approved experience.

CLASS	I		II	III	IV	V	
STEP	R.N.	R.N. +30 hrs	Bachelor's Degree	Bachelor's +15 hrs	Master's Degree	Master's +15 hrs	Master's +30 hrs
0	12,533	14,131	15,100	15,855	16,610	17,365	18,120
1	13,066	14,664	15,780	16,534	17,365	18,120	18,875
2	13,598	15,196	16,459	17,214	18,120	18,875	19,630
3	14,131	15,729	17,138	17,894	18,875	19,630	20,385
4	14,664	16,262	17,818	18,573	19,630	20,385	21,140
5	15,196	16,794	18,498	19,252	20,385	21,140	21,895
6	15,729	17,327	19,177	19,932	21,140	21,895	22,650
7	16,324	17,922	19,856	20,612	21,895	22,650	23,405
8	16,920	18,518	20,536	21,291	22,650	23,405	24,160
9	17,515	19,113	21,216	21,970	23,405	24,160	24,915
10		19,677	21,895*	22,650*	24,160*	24,915	25,670
			#	#	#	#	#
11			22,650	23,405	24,990	25,670	26,425
12			23,405	24,160	25,821	26,425	27,180
13			24,160	24,915	26,652	27,256	27,935
14			24,915	25,670	27,482	28,086	28,690
15					28,312	28,916	29,520
16							30,351

*Maximum starting salaries for new employees.

Teachers with earned doctorate degree receive \$655 additional.

An additional \$300 will be paid for RN + 60 approved hours.

#Training increment. Not eligible to advance except upon the completion of six semester hours of approved work during the preceding five years.

Base on nurses' schedule is 83% of base on teachers' schedule.

Those employees who have been at the maximum of the RN + 30 or higher columns of the nurses' schedule or the MA Class IV or higher columns for more than one year shall receive \$100 additional annual salary.

1986-87 SUPPLEMENTAL PAY SCHEDULE

Unless otherwise noted, all compensation is expressed as a percentage of \$14,600

Supplemental Pay for Supplemental Job assignments

Consultant teacher.....	10.0/ year
School nurse practitioner.....	10.0/year
Elementary reading resource teacher....	10.0/year
Pupil service coordinator.....	6.8/year
Unit or team leader or T.A. coordinator....	6.8/year
G/T building coordinator.....	3.25/year

Assistant to the elementary principal

If principal has one building	6% of teacher contract
If principal has two buildings	8% of teacher contract, or 6% of teacher contract plus one-half released time

Elementary instrumental music assignment

Full time.....	1.9/year
Part time.....	1.15/year
Elementary vocal music/building.....	1.9/year

Supplemental Pay for Extra Duties

- Extended time 0.55/day
 - School psychologist
 - School social worker
 - Secondary: counselor
 - librarian
 - office education coordinator
 - vocational homemaking teacher
- Transitional Schools
 - Band..... 5.1/year
 - Vocal music..... 5.1/year
 - Intramurals..... 5.1/year
- Senior High Schools
 - Band (including summer prep week)..... 17.0/year
 - Assistant band 8.5/year
 - Dramatics 14.0/year
 - Assistant dramatics/technical director ... 7.0/year
 - Forensics 14.0/year
 - Assistant forensics 7.0/year
 - Vocal music 14.0/year
 - Assistant vocal music 7.0/year
 - Student government 3.4/year
 - Drill team 3.4/year
 - Cheer leaders..... 3.4/year
 - Pep club..... 3.4/year
 - Junior ROTC drill team..... 6.7/year
- Summer Assignments
 - Curriculum development..... .088/hour
 - Teaching..... .088/hour

Supplemental Pay for Extra Duties, 1986-87 (continued)

ATHLETICS

		Each Team/Season
Baseball/Softball	Head Coach	14.0
	Sophomore Coach	9.1
	Ninth Grade	6.2
Basketball	Head Coach	20.0
	Sophomore Coach	11.5
	Assistant	10.2
	Ninth Grade	9.0
Cross Country	Head Coach	8.0
Football	Head Coach	20.0
	Sophomore Coach	11.5
	Assistant	10.2
	Ninth Grade	9.0
Golf	Head Coach	8.0
Gymnastics	Head Coach	13.0
	Assistant	6.5
Soccer	Head Coach	11/0
	Assistant	7.1
Swimming	Head Coach	14.0
	Sophomore Coach	9.1
Tennis	Head Coach	8.0
Track	Head Coach	14.0
	Assistant	9.1
	Ninth Grade	6.2
Volleyball	Head Coach	8.0
	Assistant	5.3
Wrestling	Head coach	14.0
	Sophomore Coach	11.5
	Ninth Grade	6.2
		Each School
Athletic Manager		20.0
Assistant Athletic Manager		9.0
Equipment Manager		12.7

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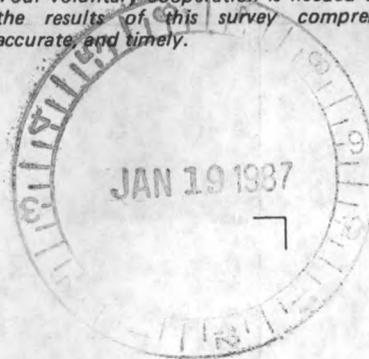


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DECEMBER 30, 1986

This report is authorized by law 29 U.S.C. 2. Your voluntary cooperation is needed to make the results of this survey comprehensive, accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87



MAR 31 1987

PERSONNEL OFFICER
CITY OF DES MOINES
CITY HALL
FIRST AND LOCUST STREETS
DES MOINES , IA. 50309

PREVIOUS AGREEMENT EXPIRED
JULY 31, 1986

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Des Moines Iowa Indep Community Sch Dist Prof Ees WITH EDUCATION ASSOCIATION; NATIONAL IOWA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved _____
2. Number and location of establishments covered by agreement _____
3. Product, service, or type of business _____
4. If your agreement has been extended, indicate new expiration date _____

Your Name and Position

Area Code/Telephone Number

Address

City/State/ZIP Code