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COMPREHENSIVE AGREEMENT

between the

DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT

and the

DES MOINES
EDUCATION ASSOCIATION

1990 — 1994

Des Moines, Iowa

X 924

BOARD OF DIRECTORS

1990 - 1991

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SUPERINTENDENT OF SCHOOLS

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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 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. Periods 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, 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, 1990, and shall continue in effect until midnight on July 31, 1994, except for Appendix 1, Salary; Appendix 2, Supplemental Pay; Appendix 3, Phase III Extended Career Opportunities; Article IX, Evaluation; Article XIII, Hours; Article XIV, Service Year; Article XVIII, Insurance; and Article XXIII, Phase III, which shall remain in effect until midnight on August 24, 1991.
- B.** Either party may give written notice to the other party to terminate or modify Appendix 1, Salary; Appendix 2, Supplemental

Pay; Appendix 3, Phase III Extended Career Opportunities; Article IX, Evaluation; Article XIII, Hours; Article XIV, Service Year; Article XVIII, Insurance; and Article XXIII, Phase III, of 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, 1991. 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. Either party may give written notice to 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, 1994. 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.

D. 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 16th day of January, 1990.

DES MOINES EDUCATION ASSOCIATION

By _____
Its President

By _____
Its Chief Negotiator

DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT

By _____
Its President

By _____
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 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

Section 1—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. 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 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.

Section 2—Criteria

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 which is appropriate.

B. Works cooperatively with staff.

1. Communicates in a professional manner with school personnel.
2. Shares methods, materials, and ideas with co-workers 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.

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 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 certificated employees 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 Human Resource 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 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 Human Resource Management, 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 Human Resource Management 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 Human Resource Management, with a copy to the employee's principal, requesting consideration for the transfer. Employees 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 Human Resource Management. 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 Human Resource Management.

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 employees' qualifications are considered equal, the 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 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 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 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 three 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 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 Human Resource 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: IN-SERVICE TRAINING

A. Definitions.

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

B. In-Service Day Steering Committee.

1. Makeup

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 Associate Superintendent for Teaching and Learning 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 Associate Superintendent for Teaching and Learning 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 Director of Human Resource Management. 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 45 minutes and shall include a scheduled duty-free lunch period as provided to employees under subsection 3 of this Article.

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, employees' 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 pupils' school day.

b. Elementary school employees shall be required to report to duty no earlier than 55 minutes before the opening of their pupils' 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 per-

mission 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 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 work day each semester.

ARTICLE XIV: SERVICE YEAR

A. Employees of the bargaining unit agree to a service year of 195 days. (New employees will agree to a service year of 197 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 Day (2 days)

Memorial Day

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

Spring Recess (5 days)

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

One day

E. A school calendar shall consist of 200 days, exclusive of paid holidays and vacation.

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.

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 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.

B. Bereavement leave.

1. In case of the death of spouse or (step) child of a regular full time employee, or 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 Human Resource Management 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 Human Resource Management for attendance at the funeral and for any other purposes directly arising out of said death, and no deduction of pay shall be made for the days of absence so granted.

2. In case of the death of 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 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 Human Resource 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.

C. Emergency leave.

All regular full time 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 appearance, and other circumstances recognized as emergencies by the principal and the office of the Director of Human Resource 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.

D. 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 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 Human Resource Management.

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 the employee are turned over to the 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 Human Resource Management before April 1st for the following year, or before October 1st for the second semester. An employee requesting sabbatical leave must have completed five (5) consecutive satisfactory full time years of service with the Employer following probation. The pay for an employee on sabbatical leave shall be 60% of that employee's salary at the time of the sabbatical. An employee on sabbatical leave shall be provided the opportunity to purchase insurance benefits described in Article XVIII at the Employer plan's premium cost. Not more than five (5) teachers may hold sabbatical leaves simultaneously. Selection of an employee for receipt of sabbatical leave shall be made by the office of the Director of Human Resource Management.

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 Human Resource 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.

H. Educational 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 Human Resource Management. 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 Human Resource Management at

least ten days prior to the first day of anticipated absence.

I. 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 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 Human Resource Management 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 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 Human Resource Management. The application shall be reviewed by that office and will be submitted to the Board of Directors for their consideration. Extended leaves of absence may be granted for health, professional study, or family responsibilities, which may include child nurturing. The employee's service will resume either at the beginning of the fall or spring semester in accordance with the leave of absence agreement. While on extended leave, the employee's interest in the retirement funds, accumulated sick leave and placement on the salary schedule shall be frozen. While no additional benefits will be provided by the Employer during the leave period, the employee may purchase such benefits. At the conclusion of the extended leave of absence, the salary of the employee shall be the salary stated on the salary schedule for the step and class for which that employee was appointed at the time of the commencement of the leave. A request for early termination of the leave agreement and reinstatement of position must be made in writing to the office of the Director of Human Resource Management at least thirty (30) days prior to the beginning of the new semester. The Employer shall reserve the right to delay reinstatement until the beginning of the school semester following the request. Early reinstatement before the beginning of the new semester would be contingent upon an available vacancy. An employee who is granted a leave of absence for a regular school year must indicate a desire to return at the time all other employees sign a contract for the new year.

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 Human Resource Management 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, Sections A, B, C, D, and 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 employees' 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, 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. 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 to perform 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 schedules contained in this Agreement shall take effect on August 22, 1990. 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.

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 of Human Resource Management. In order to protect the quality and efficiency of instruction in the schools, every teacher is required to report to the Human Resources 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 Human Resource Management 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 Human Resource 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 for approval prior to the beginning of course work. If approved by the Human Resources office, no other approval is required for this course of study.

Individual Course Approval. Employees may submit the appropriate form (Form 61) for approval prior to the beginning of the course. If no prior approval, the employee may submit the appropriate certified transcript with no assurance of approval by the Human Resource 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 Human Resources office 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 approved courses will be

accepted until 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 Human Resource 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 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 an increment or vertical step on the schedule for 1990-91 if service that meets performance standards has been provided by the employee during the 1989-90 service year and the 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. 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 1989-90 regular part time employees to determine initial placement on the 1990-91 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 14 and 28, 1990
October 12 and 26, 1990
November 9 and 23, 1990
December 7 and 21, 1990
January 4 and 18, 1991
February 1 and 15, 1991
March 1, 15, and 29, 1991
April 12 and 26, 1991
May 10 and 24, 1991
June 7 and 21, 1991
July 5 and 19, 1991
August 2, 16, and 30, 1991

H. Personal Property Damage.

The Employer shall establish a fund of \$2500 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 employ-

ment 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 Director of Human Resource Management, 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 and verification thereof. Reimbursement determinations shall be the sole prerogative of the office of the Director of Human Resource Management, 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

An employee must report the intention to be absent from duty to the designated Employer representative by at least one hour before the 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 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.

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.

Regular part time employees are subject to all practices granted in Article XVI 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.

ARTICLE XVIII: INSURANCE

A. Life Insurance and Disability Coverage

1. The Employer will pay the full insurance policy premium for each regular full time employee to provide \$25,000 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.

2. 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) 60 and under	Maximum Benefit Payment (following disability qualification period) Benefit disability as described by carrier Accident - to age 65 Illness - to age 65
61	To age 65, but not less than 5 yrs, 6 mos
62	3 yrs, 6 mos
63	3 yrs
64	2 yrs, 6 mos
65	2 yrs
66	1 yr, 9 mos
67	1 yr, 6 mos
68	1 yr, 3 mos
69	1 yr

This coverage shall become effective on September 1, 1990.

B. Health Benefits

The Employer shall contribute toward the 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 cost, the 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. Alliance Select 90/10 coinsurance and \$500 maximum out-of-pocket health care insurance plan policy
 - a. Single plan
 - b. Family plan
- B. Pharmaceutical Service(s)
A three dollar (\$3) per deductible prescription drug insurance plan for generic drugs. A five dollar (\$5) per deductible prescription drug insurance plan for brand name drugs

Plan 2

- A. HMO Iowa
 - a. Single plan
 - b. Family plan
- B. Pharmaceutical Service(s)
A three dollar (\$3) per deductible prescription drug insurance plan for generic drugs. A five dollar (\$5) per deductible prescription drug insurance plan for brand name drugs

Plan 3

- A. Blue Cross/Blue Shield 80/20 coinsurance and \$500 maximum out-of-pocket plan, A.S.O.
 - a. Single plan
 - b. Family plan
- B. Pharmaceutical Service(s)
A three dollar (\$3) per deductible prescription drug insurance plan for generic drugs. A five dollar (\$5) per deductible prescription drug insurance plan for brand name drugs

Plan 4

- A. Share HMO
 - 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 appropriate generic equivalent, the member pays the four dollars (\$4) copayment and the additional cost between the generic equivalent and the brand name.

The Employer shall contribute the full cost for Alliance Select. Employees selecting Share HMO shall pay \$10 per month with the Employer paying the balance. Employees selecting HMO Iowa shall pay \$14 per month with the Employer paying the balance. Employees selecting Blue Cross/Blue Shield 80/20 coinsurance and \$500 maximum out-of-pocket plan shall pay \$85 per month with the Employer paying the balance.

Section 125 of the Internal Revenue Code allows an employer the opportunity to set up a flexible premium for employees. Employees have the option under a flexible premium plan to pay their portion of group health insurance premiums with before-tax dollars. The Employer agrees to offer employees the flexible premium plan under the rules and regulations of Section 125 of the Internal Revenue Code.

This coverage shall become effective on July 1, 1990.

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 spouse's attainment of the age 65 by processing an enrollment card, must qualify under the rules and regulations of the respective carrier, and must enroll in the following plan:

a. Medicare Program under Social Security

The annual enrollment application card for health benefit plans will be available upon request from the Human Resources 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 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, 1990.

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. Workers' Compensation

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

1. The Employer shall pay the employee the employee's regular rate of pay for the number of days the employee has accumulated as medically related disability leave.

2. The 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 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 shall retain the Workers' Compensation payments for periods of time following exhaustion of accumulated medically related disability leave.

If an 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 of 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.

E. Auto Liability

The Employer shall pay the full insurance policy premium for each regular full time and part time employee to purchase an insurance benefit of (1) \$500,000 bodily injury liability, and (2) \$100,000 property damage liability. The insurance benefits provide additional coverage beyond an employee's 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.

F. 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, throughout the duration of the period of disability.

G. 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, for those employees who will be at least 60 years of age by the end of the 1990-91 academic year who have effected a voluntary resignation that terminates the employee's continuing contract at the conclusion of the final day of the 1990-91 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.

H. 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, 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, 1990. 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 reduction insurance. Premiums paid by an employee for benefits of the Health Benefits plan for months that follow the month of an employee's recall will be refunded.

I. Selection of Carriers

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

J. Part Time Employee Benefits

Regular part time employees shall be provided the opportunity to purchase benefits of one of the plans described in Article 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, 1990.

K. Description

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

L. 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 his/her 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 ten (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/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.

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 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 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, 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 of interest, and their designated or selected representatives heretofore referred to in this Article.

E. Availability of Forms.

Forms for filing a grievance shall be available at the office of the Association, the office of the Director of Human Resource Management, 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 of 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 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 1990-91 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 1990-91 academic year. Written acceptance of this benefit must be received by the office of the Director of Human Resource Management by March 1, 1991. 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 1990-91 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 1989-90 academic year may make application for early retirement benefits to the office of the Director of Human

Resource Management. Applications must be received by the office of the Director of Human Resource Management no later than March 1, 1991. Each application will be reviewed on an individual basis and will be subject to approval by the office of the Director of Human Resource 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 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 1990-91 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, 1989, based upon the 1990-91 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, 1991:

1. Age 60 — 100% of the difference between the salary associated with Class I—Step 4 and the employee's salary as of September 1, 1990, on the 1990-91 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, 1990, on the 1990-91 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, 1990, on the 1990-91 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, 1990, on the 1990-91 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, 1990, on the 1990-91 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, 1990, on the 1990-91 salary schedule.

F. ProRata 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 Human Resource Management. Such acceptance will provide a cash benefit on September 1, 1991, of 100% of the difference between the salary associated with Class I—Step 4 and the employee's salary as of September 1, 1990, on the 1990-91 salary schedule. This will be a one-time cash benefit accruing to the retiree as of September 1, 1991.

G. The provision of this article is available until March 1, 1991, unless specific action is taken by the office of the Director of Human Resource Management to extend the benefit beyond the March 1, 1991, deadline.

ARTICLE XXIII: PHASE III

A. Career Levels I and II

First year employees are automatically placed in Career Level I and remain there a second year upon meeting District standards on their last first-year evaluation. Employees completing two years of service and no longer on probation are automatically placed in Career Level II upon meeting District standards.

B. Career Level III-A

Employees who wish to be placed in Career Level III-A must meet the requirements as outlined and complete an application and file it with the principal or immediate supervisor, who will verify and forward to the central District office for final approval. Applications must be received by the principal or immediate supervisor by October 1, 1990.

C. Career Level IIIB Pilot Project Evaluation Procedure— Certificated Teachers

1. Application

Each employee who applies for the Career Level IIIB pilot must present the appropriate application form to the principal or supervisor.

2. Notification

Upon receipt of an application for the Career Level IIIB pilot, the building principal or appropriate administrator will acquaint the applicant with the established observation and evaluation procedure, and with the criteria upon which performance will be assessed.

3. Pre-observation Conference

A pre-observation conference is strongly recommended as a means of enhancing communication. During this conference, the employee to be observed should identify at least one priority criterion upon which a critique will be provided. A different criterion should be identified for each observation in the first year. In subsequent years, the previous year's criteria identified in Section 7 of this article will be the focus.

4. Observations

Each employee will conduct a self-assessment and will, under normal circumstances, receive additional observations from two peers and two administrators. Peer and administrative observations are for the purpose of providing a performance profile identifying existing strengths, or identifying areas where employees may choose to utilize various resources for professional growth. Observations will be concluded at least one work week prior to Winter Recess of each academic year.

5. Post-observation Conference

A post-observation conference is strongly recommended for the purpose of discussing the employee's performance of the priority criterion identified in the pre-observation conference.

6. Computer-generated Employee Observation Profile

Self assessment, peer, and administrative observations will be

transmitted to the Human Resource Office. The Human Resources Office will compile all ratings creating a District performance profile and an individual performance profile for each employee. All records retained shall be kept in an employee's Phase III file. The District performance profile and the individual's performance profile will be sent to each employee prior to the conclusion of the first semester.

7. Administrative Conference

During the third nine weeks of the academic year, a personal conference will be held between the employee and principal or appropriate administrator. During this conference, performance observations recorded on the employee's performance profile will be critiqued. Upon identification of at least two criteria on the evaluation instrument, objectives will be developed for future professional growth. Criteria identified as a focus for future growth will constitute the priority criteria upon which a critique will be provided in the subsequent observation cycle as described in Sections 3, 4, 5, 6 and 7 of this article.

D. Career Level IIIB Rating Scale and Evaluative Criteria— Certificated Teachers

A seven point scale will be used to evaluate each criterion, but each evaluator will not determine a composite rating. A profile will be computer-generated for comparison to a District profile.

The scale is described as:

N/O-not observed

1 - 2 - demonstrated moderate degree of effectiveness

3 - 4 - demonstrated effectiveness

5 - 6 - demonstrated high degree of effectiveness

7 - demonstrated mastery of criteria

1. Employs instructional methods and learning activities that are compatible with varied learning styles and student abilities.

a. Selects objectives at the current level of difficulty to assure successful learning experiences for each student.

b. Employs varied teaching methods in instructional presentation: lecture, discussion, small group instruction, seat work, cooperative learning, lab work

c. Plans instruction for individual differences: instruction at multiple levels, multisensory instruction, individual, cooperative work, remediation and enrichment

d. Adjusts instructional activities, demonstrates flexibility, and schedules to accommodate variation in the developmental level of students: time, materials, resources, adaptability

2. Challenges students through extended enrichment activities.

a. Develops supplemental and individualized materials according to student needs.

b. Provides opportunities for students to gain recognition for achievement and/or participation in activities outside the classroom.

3. Manages instructional period to maintain a high level of student time on task.

a. Uses an organized series of instructional events which includes a smooth transition from one activity to another.

b. Minimizes time spent on noninstructional tasks: discipline

. materials management. distribution. attendance. equipment set-up .

c. Uses voice control, cues, hand signals, eye contact, and/or other techniques to establish desired behavior.

d. Stops inappropriate behavior promptly and consistently, yet maintains the dignity of the student.

4. Uses techniques to generate/maintain student motivation.

a. Emphasizes academic achievement with the expectation that every student can achieve.

b. Gives precise directions for tasks which include standards for completion.

c. Displays enthusiasm for students and material through facial expression, voice inflection, energetic posture, and gesture.

d. Praises, rewards, recognizes, or displays appropriate student responses or products.

e. Demonstrates patience, empathy, understanding: language free of ridicule and derogatory references. treats learners courteously. patient with learning difficulty. listens to student concerns

f. Provides additional information, material, activities in response to student curiosity and interest.

5. Establishes a trusting environment.

a. Offers encouragement and low-risk opportunities for participation.

b. Dignifies inadequate responses with techniques such as providing prompts, rephrasing questions, and pointing out portions of performance which are adequate.

c. Interacts with students in a mutually respectful and friendly manner; expresses concern for student well-being: avoids sarcasm and negative criticism. establishes climate of courtesy and respect. encourages slow and reluctant students. provides praise for specific performance. establishes and maintains positive rapport with students

d. Acknowledges the rights of others to express different views or values.

6. Projects enthusiasm while teaching.

a. Communicates personal enthusiasm: eye contact or facial expression. voice inflection. energetic posture

b. Demonstrates warmth, friendliness, sense of humor: uses eye contact. uses pleasant tone of voice. uses students' names

7. Relates new information to previous knowledge, future learning or relevant life experience.

a. Uses examples and illustrations appropriate to content area.

b. Applies topics or activities to current world happenings.

c. Interrelates topics and/or activities that are taught.

d. Keeps abreast of new discoveries in his/her field and incorporates this information in current content.

e. Integrates concepts that require the use of skills learned in other areas.

f. Consistently relates content to student strengths, interest/experience.

g. Uses effective and unique strategies or techniques to emphasize the value and importance of the content field to society, and/or the student personally.

8. Exhibits skills in utilizing effective questioning techniques.

- a. Adjusts questions for different ability levels.
- b. Uses questions to promote understanding.
- c. Utilizes higher levels of questioning to elicit student responses.
- d. Uses multiple questioning strategies/techniques to spark student interest.
- e. Uses questioning that promotes freedom to respond, creates a supportive atmosphere and stimulates student interaction.
- f. Equitably distributes response opportunities.
- g. Motivates students by using a variety of verbal and nonverbal techniques when responding to questions or answers.

9. Engages students in higher level thinking processes: predicting, risk taking, application, analysis, synthesis, evaluation, problem solving, decision making, creative design and expression

10. Adjusts pace during the instructional period to maximize student involvement.

- a. Structures activities in such an order that students have the necessary background to follow instructions and complete assignments.
- b. Avoids meaningless digressions.
- c. Uses a variety of verbal and nonverbal techniques to help the lesson proceed smoothly.
- d. Conducts lesson of instructional activity at a brisk pace, slowing presentation when necessary for student understanding, but avoiding unnecessary slowdowns.
- e. Makes efficient and smooth transition between lessons and instructional activities within lessons.

11. Provides opportunities for students to interact with each other.

- a. Promotes dignity and worth of ethnic, cultural, linguistic, gender, and economic groups.
- b. Promotes positive self-concept.
- c. Models supportive interpersonal relationships.
- d. Uses multiple strategies and techniques to encourage/increase student participation.
- e. Equitably distributes response opportunities and promotes active participation.
- f. Provides opportunity for students to develop skills in effective communication.
- g. Recognizes and deals properly with the social/emotional needs of students.
- h. Acknowledges the rights of others to hold differing views or values.

12. Provides feedback to students through a variety of techniques.

- a. Uses positive reinforcement to shape behavior.
- b. Assesses student progress frequently.
- c. Exhibits a willingness to listen to replies while providing constructive feedback.
- d. Uses results from evaluation activities to modify instruction for group/individuals to ensure student progress.

E. Career Level III-B Pilot Project Evaluation Procedure—

Certificated Support Personnel

1. Application

Each employee who applies for Career Level III-B must present the appropriate application form to the principal or supervisor.

2. Notification

Upon receipt of an application for Career Level III-B, the Building Principal or appropriate administrator will acquaint the applicant with the established observation and evaluation procedure, and with the criteria upon which performance will be assessed.

3. Pre-observation Conference

A pre-observation conference is strongly recommended as a means of enhancing communication. During this conference, the employee to be observed should identify at least one priority criterion upon which a critique will be provided. A different criterion should be identified for each observation. In subsequent years, the previous year's criteria identified in Section 7 of this Article will be the focus.

4. Observations

Each employee will conduct a self-assessment and will, under normal circumstances, receive additional observations from two peers and two administrators. Peer and administrative observations are for the purpose of providing a performance profile identifying existing strengths, or identifying areas where employees may choose to utilize various resources for professional growth. Observations will be concluded at least one work week prior to Winter Recess of each academic year.

5. Post-observation Conference

A post-observation conference is strongly recommended for the purpose of discussing the employee's performance of the priority criterion identified in the pre-observation conference.

6. Computer-Generated Employee Observation Profile

Self assessment, peer, and administrative observations will be transmitted to the Personnel Office. The Personnel Office will compile all ratings creating a District performance profile and an individual performance profile for each employee. All records retained shall be kept in the employee's Phase III file. The District performance profile and the individual's performance profile will be sent to each employee prior to the conclusion of the first semester.

7. Administrative Conference

During the third nine weeks of the academic year, a personal conference will be held between the employee and principal or appropriate administrator. During this conference, performance observations recorded on the employee's performance profile will be critiqued. Upon identification of at least two criteria on the evaluation instrument, objectives will be developed for future professional growth. Criteria identified as a focus for future growth will constitute the priority criteria upon which a critique will be provided in the subsequent observation cycle as described in Sections 3, 4, 5, 6 and 7 of this article.

F. Career Level III-B Rating Scale and Evaluative Criteria—

Certificated Support Personnel

A seven point scale will be used to evaluate each criterion, but

each evaluator will not determine a composite rating. A profile will be computer-generated for comparison to a District profile. The scale is described as:

N/O = Not observed

1-2 = Demonstrated moderate degree of effectiveness

3-4 = Demonstrated effectiveness

5-6 = Demonstrated high degree of effectiveness

7 = Demonstrated mastery of criteria

1. Establishes a trusting environment.

a. Offers encouragement and low-risk opportunities for participation: Solicits the involvement of others. Praises participation. Provides opportunities for success

b. Dignifies inadequate responses: Provides prompts. Rephrases questions. Points out portions of performance which are adequate

c. Interacts with others in a respectful manner: Avoids sarcasm and negative criticism. Encourages reluctant participants. Provides feedback for specific performance. Establishes and maintains positive rapport

d. Accommodates individual differences and group diversity: Respects uniqueness of the individual. Continues to garner knowledge of individual and cultural differences

e. Advocates for individual and group rights: Protects rights and interests of individuals and groups. Promotes positive mental health and climate. Recommends changes in the system to maximize development of children

2. Demonstrates effective communication skills

a. Utilizes all communication channels with clarity: Verbal. Non-verbal. Written

b. Demonstrates active listening through appropriate responses

c. Utilizes negotiation techniques in problem solving: Demonstrates willingness to compromise. Offers or elicits alternatives

d. Uses sense of humor

e. Uses questioning techniques to promote understanding: Adjusts questions/responses. Promotes freedom to respond

3. Relates new information to previous knowledge, future learning, or relevant life experience

a. Uses examples and illustrations appropriate to area of expertise

b. Incorporates innovations into practices and methods

c. Integrates concepts learned in other areas. Interrelates topics and/or activities that are presented

d. Relates content/activity to student strengths, interests, or experience

4. Employs alternatives, activities, or interventions appropriate to learning styles, abilities, and situations

a. Participates in tasks through cooperation and collaboration. Shares responsibility in the division of tasks. Shares knowledge of system and community resources. Addresses others' contributions and points of view. Uses consultation skills to elicit involvement

b. Generates recommendations to solve problems:. Identifies needs not currently being met. Seeks solutions through existing programs. Devises new strategies. Promotes innovative programs. Implements innovative programs

c. Contributes to and/or identifies goals/objectives consistent with needs: Considers the input of support services, agencies, and/or families when developing goals. Utilizes a system for monitoring progress toward goals and objectives. Analyzes and updates goals and objectives periodically

5. Assesses individual and/or group needs in the learning environment

a. Recommends specific courses of action

b. Conducts observations in a variety of settings

c. Utilizes knowledge gained from assessment

d. Re-assesses as needed

e. Evaluates effectiveness of programs and activities: Assesses techniques used in program implementation. Assesses personal effectiveness. Seeks feedback from others. Responds to verbal and non-verbal cues. Reviews outcomes of objectives

6. Provides guidance and direction for students, staff, and families.

a. Provides inservice, modeling, instruction, and orientation to students, educators, and community: Applies effective teaching strategies. Applies principles of adult learning. Explains laws, rules, and regulations. Shares knowledge of available resources. Makes proper referrals. Models active participation. Mentors

b. Promotes positive public relations:. Makes presentations to community groups. Serves on boards and committees. Develops and distributes program information. Actively supports District programs and policies. Emphasizes the value and importance of support services

G. Supplemental Pay for Supplemental Job Assignments

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 3 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.

H. 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 Assistant Superintendent who supervises the administrator who originally denied the funds. The Assistant Superintendent has ten working days to hold a conference with the employee and must render a final decision in writing within five working days.

APPENDIX 1: SALARY SCHEDULE

Des Moines Public Schools - 1990-91 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	RN	RN + 30	Bachelor	Bachelor + 15	Master's	Master's + 15	Master's + 30
0	15,064	16,985	18,150 + 800 18,950	19,058	19,965	20,872	21,780
1	15,704	17,625	18,967 + 233 19,200	19,874	20,872	21,780	22,688
2	16,344	18,265	19,784	20,691	21,780	22,688	23,595
3	16,985	18,905	20,600	21,508	22,688	23,595	24,502
4	17,625	19,546	21,417	22,324	23,595	24,502	25,410
5	18,265	20,186	22,234	23,141	24,502	25,410	26,318
6	18,905	20,826	23,050	23,958	25,410	26,318	27,225
7	19,621	21,542	23,867	24,775	26,318	27,225	28,132
8	20,336	22,257	24,684	25,592	27,225	28,132	29,040
9	21,052	22,973	25,501	26,408	28,132	29,040	29,948
10		23,650	26,318*	27,225*	29,040*	29,948*	30,855*
			#	#	#	#	#
11			27,225	28,132	30,038	30,855	31,762
12			28,132	29,040	31,036	31,762	32,670
13			29,040	29,948	32,035	32,761	33,578
14			29,948	30,855	33,033	33,759	34,485
15					34,031	34,757	35,483
16							36,482

* Maximum starting salary for new employees.

Minimum starting salary for employees — \$18,950.
Teachers w/earned doctorate — \$775 additional. RN
+ 60 approved hrs — \$325 additional. Nurses' base
= 83% of teachers' base

Training increment. Not eligible to advance except
upon completion of 6 semester hrs of approved work
during preceeding 5 yrs

Those employees who have been at the maximum
of their salary column for more than 1 yr shall
receive additional annual salary computed on the %
of the base as follows:

RN	1
RN + 30	1
BA	1
BA + 15	1.5
MA	2
MA + 15	2.25
MA + 30	2.5

APPENDIX 2
1990-91 Supplemental Pay Schedule

Unless otherwise noted, all compensation is expressed as a % of \$18,150.

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, high school	10.0/year
Dean of students	10.0/year
Pupil service coordinator, middle school	6.8/year
Elementary unit or team leader	6.8/year
T.A. coordinator	6.8/year
G/T building coordinator	3.25/year

Assistant to the elementary principal —
 8% of teacher contract

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

1. Extended time	0.55/day
Secondary — counselor	
librarian	
office education coordinator	
marketing education coordinator	
vocational homemaking teacher	
school psychologist	
school social worker	
2. Middle schools	
instrumental music	5.1/year
vocal music	5.1/year
intramurals	5.1/year
3. Senior high schools	
band (including summer prep week)	17.0/year
assistant band	8.5/year
orchestra	7.0/year
dramatics	14.0/year
asst dramatics/tech director	7.0/year
forensics	14.0/year
asst forensics	7.0/year
academic decathlon	14.0/year
asst academic decathlon	7.0/year
vocal music	14.0/year
asst vocal music	7.0/year
student government	3.4/year
drill team	3.4/year
cheerleaders	3.4/year
pep club	3.4/year
Jr ROTC drill team	6.8/year

Summer Assignments

Curriculum development	.0895/hour
Teaching	.0895/hour

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
	eighth grade	5.0
Volleyball	head coach	13.0
	assistant	6.5
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

APPENDIX 3
1990-91 Extended Career Opportunities

Supplemental pay for high school supplemental pay positions

Curriculum specialist	\$2000/yr
Activities specialist	1500/yr
Computer specialist	1500/yr
Community specialist	1500/yr
Staff development specialist	1000/yr
Special programs specialist	1000/yr

Supplemental pay for middle school supplemental pay positions

Curriculum specialist	\$2000/yr
Special programs specialist	1000/yr
Community specialist	1000/yr
Activities specialist	1000/yr
Computer specialist	1000/yr
Staff development specialist	1000/yr

Supplemental pay for elementary school supplemental pay positions

Curriculum specialist	\$2000/yr
Testing specialist	1000/yr
Staff development specialist	1000/yr
Computer specialist	1000/yr
Community specialist	1000/yr

Supplemental pay for K-12 District Homework Specialists
 \$15/hr

Supplemental pay for K-12 District Staff Dev Consultant
 \$2000/yr

Supplemental pay for K-12 Staff Dev Course Developer
 \$1500/yr

Supplemental pay for supplemental job assignments

Summer assignments

Curriculum development	\$15/hr
Teaching	15/hr
Building activities	15/hr

Grants

Professional growth activities Determined by conditions in approved application

Staff Development

Training activities	\$15/hr
Teaching	\$450/course
Participation incentive	\$250 per each one-credit course

Performance

Career Level III-A	\$500/yr
Career Level III-B	\$250/yr— pilot participation

Developmental Activities

Committee participation	\$15/hr
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APPENDIX 4
CHART - PHASE III INCENTIVES (Voluntary Participation)

Activities	Career Level I	Career Level II	Career Level III	B	Pilot
District activities	Eligible	Eligible	Eligible	Eligible	
Building activities	Eligible	Eligible	Eligible	Eligible	
Developmental or Special activities	Eligible	Eligible	Eligible	Eligible	
Specialist positions	Not eligible for Phase III	Eligible for computer/ media and homework positions	Eligible for Career II positions and community, testing, activities and special programs specialist positions	Eligible for all positions with master's degree; most positions w/o a master's	
Grants for professional growth or special curriculum activities	Not eligible	Eligible	Eligible	Eligible	
Summer institutes	Not eligible	Eligible	Eligible	Eligible	
Conference expenses	Not eligible	Eligible	Eligible	Eligible	
Incentive payments for Effective Teaching staff development	Eligible for retroactive payments once in Level III-A or Level III-B	Eligible for retroactive payments once in Level III-A or Level III-B	\$250 per credit successfully completed	\$250 per credit successfully completed	
Staff development instructor	Not eligible	Not eligible	Eligible with a master's degree	Eligible with a master's degree	
Performance stipend	None	None	\$500	\$250	

NOTES



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