Des Moines Independent Community School District, No. 77-1737 and Des Moines Education Association (1991)

Follow this and additional works at: https://digitalcommons.ilr.cornell.edu/blscontracts2

Thank you for downloading an article from DigitalCommons@ILR.
Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.
Des Moines Independent Community School District, No. 77-1737 and Des Moines Education Association (1991)

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

This article is available at DigitalCommons@ILR: https://digitalcommons.ilr.cornell.edu/blscontracts2/645
COMPREHENSIVE AGREEMENT AMENDMENTS

between the

DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT

and the

DES MOINES EDUCATION ASSOCIATION

1991-1995
DES MOINES
BOARD OF EDUCATION
1991-1992

Barbara Buck
Jacquie Easley
Gloria Hoffmann
Suzette Jensen
Sue Luthens
John Phoenix
Jonathan Wilson

SUPERINTENDENT OF SCHOOLS
Dr. Gary Wegenke
ARTICLE VII: DURATION

A. This Agreement shall remain in full force and effect from August 1, 1991, and shall continue in effect until midnight on July 31, 1995, except for Appendix 1, Salary; Appendix 2, Supplemental Pay; Appendix 3, Phase III Extended Career Opportunities; Appendix 4, Phase III Incentives; Article XIII, Hours; Article XIV, Service Year; Article XVIII, Insurance; and Article XXIII, Phase III, which shall remain in effect until midnight on August 22, 1992.

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; Appendix 4, Phase III Incentives; 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, 1992. 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, 1995. 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 5th day of January, 1991.
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 $30,000 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 $45,000. 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.

<table>
<thead>
<tr>
<th>Age (at disability)</th>
<th>Maximum Benefit Payment (following disability qualification period)</th>
</tr>
</thead>
<tbody>
<tr>
<td>60 and under</td>
<td>Benefit disability as described by carrier</td>
</tr>
<tr>
<td>61</td>
<td>Accident - to age 65, Illness - to age 65</td>
</tr>
<tr>
<td>62</td>
<td>To age 65, but not less than 5 yrs, 6 mos</td>
</tr>
<tr>
<td>63</td>
<td>3 yrs, 6 mos</td>
</tr>
<tr>
<td>64</td>
<td>2 yrs, 6 mos</td>
</tr>
<tr>
<td>65</td>
<td>2 yrs</td>
</tr>
<tr>
<td>66</td>
<td>1 yr, 9 mos</td>
</tr>
<tr>
<td>67</td>
<td>1 yr, 6 mos</td>
</tr>
<tr>
<td>68</td>
<td>1 yr, 3 mos</td>
</tr>
<tr>
<td>69</td>
<td>1 yr</td>
</tr>
</tbody>
</table>

This coverage shall become effective on September 1, 1991.

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 five dollar ($5) per deductible prescription drug insurance plan for generic drugs. A seven dollars
and fifty cents ($7.50) 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 five dollar ($5) per deductible prescription drug insurance plan for generic drugs. A seven dollars and fifty cents ($7.50) 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 five dollar ($5) per deductible prescription drug insurance plan for generic drugs. A seven dollars and fifty cents ($7.50) per deductible prescription drug insurance plan for brand name drugs

Plan 4
A. Share HMO (Plan design to include $5 co-payment.)
   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 costs for Alliance Select, HMO Iowa, or Share HMO. Employees selecting Blue Cross/Blue Shield 80/20 coinsurance and $500 maximum out-of-pocket plan shall pay $95.39 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 plan 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, 1991. 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, and 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, 1991.

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'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 1991-92 academic year who have effected a voluntary resignation that terminates the employee’s continuing contract at the conclusion of the final day of the 1991-92 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, 1991. 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 Sections 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, 1991.

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.

The Health Benefit Advisory Committee will explore and, if feasible, recommend implementation of a Des Moines Public School preferred provider organization to provide employees and dependents with high quality cost-efficient health care. Other health care purchasers in central Iowa may be contacted to investigate and, if feasible, recommend development of a coalition of health care purchasers to implement a preferred provider organization.
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 of 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, 1991.

C. Career Level III-B Pilot Project Evaluation Procedure — Certificated Teachers

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

2. Notification
Upon receipt of an application for the Career Level III-B 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 obser-
vations will be transmitted to the Human Resources
Office. The Human Resources Office will compile all
ratings creating a District performance profile and an
individual performance profile for each employee. The
District performance profile and the individual's
performance profile will be sent to each employee prior to
the conclusion for 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 a 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 III-B 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 students 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 non-instructional 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 learner 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 non-verbal 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-B Pilot Project Evaluation Procedure
   – Certified 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 and 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 Resources Office. The Human Resource Office will
compile all ratings creating a District 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-B Rating Scale and Evaluative Criteria—Certified 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*  
**1991-92 Certified Teachers and Support Staff Salary Schedule**

Levels are based upon professional preparation  
Steps are based upon years of approved experience

<table>
<thead>
<tr>
<th>STEP</th>
<th>RN</th>
<th>RN + 30</th>
<th>BA</th>
<th>BA + 15</th>
<th>MA</th>
<th>MA + 15</th>
<th>MA + 30</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>15,438</td>
<td>17,406</td>
<td>19,175</td>
<td>19,530</td>
<td>20,460</td>
<td>21,390</td>
<td>22,320</td>
</tr>
<tr>
<td>1</td>
<td>16,094</td>
<td>18,062</td>
<td>19,437</td>
<td>20,367</td>
<td>21,948</td>
<td>22,878</td>
<td>23,715</td>
</tr>
<tr>
<td>2</td>
<td>16,750</td>
<td>18,719</td>
<td>20,274</td>
<td>21,204</td>
<td>22,785</td>
<td>23,715</td>
<td>24,640</td>
</tr>
<tr>
<td>3</td>
<td>17,406</td>
<td>19,375</td>
<td>21,111</td>
<td>22,041</td>
<td>23,622</td>
<td>24,552</td>
<td>25,483</td>
</tr>
<tr>
<td>4</td>
<td>18,062</td>
<td>20,031</td>
<td>21,948</td>
<td>22,878</td>
<td>24,459</td>
<td>25,389</td>
<td>26,320</td>
</tr>
<tr>
<td>5</td>
<td>18,719</td>
<td>20,687</td>
<td>22,256</td>
<td>23,187</td>
<td>24,841</td>
<td>25,771</td>
<td>26,703</td>
</tr>
<tr>
<td>6</td>
<td>19,375</td>
<td>21,343</td>
<td>23,012</td>
<td>23,943</td>
<td>25,595</td>
<td>26,525</td>
<td>27,456</td>
</tr>
<tr>
<td>7</td>
<td>20,108</td>
<td>22,076</td>
<td>23,784</td>
<td>24,715</td>
<td>26,379</td>
<td>27,310</td>
<td>28,241</td>
</tr>
<tr>
<td>8</td>
<td>20,841</td>
<td>22,810</td>
<td>25,296</td>
<td>26,226</td>
<td>27,900</td>
<td>28,830</td>
<td>29,760</td>
</tr>
<tr>
<td>9</td>
<td>21,575</td>
<td>23,543</td>
<td>26,133</td>
<td>27,063</td>
<td>28,830</td>
<td>29,760</td>
<td>30,690</td>
</tr>
<tr>
<td>10</td>
<td>24,238</td>
<td>26,206</td>
<td>27,900</td>
<td>28,830</td>
<td>30,690</td>
<td>31,620</td>
<td>32,550</td>
</tr>
<tr>
<td>11</td>
<td>27,900</td>
<td>29,830</td>
<td>30,783</td>
<td>31,715</td>
<td>33,563</td>
<td>34,496</td>
<td>35,428</td>
</tr>
<tr>
<td>12</td>
<td>28,830</td>
<td>30,760</td>
<td>31,706</td>
<td>32,638</td>
<td>34,496</td>
<td>35,428</td>
<td>36,363</td>
</tr>
<tr>
<td>13</td>
<td>29,760</td>
<td>31,690</td>
<td>32,638</td>
<td>33,573</td>
<td>35,410</td>
<td>36,342</td>
<td>37,275</td>
</tr>
<tr>
<td>14</td>
<td>30,690</td>
<td>31,620</td>
<td>32,629</td>
<td>33,563</td>
<td>35,406</td>
<td>36,342</td>
<td>37,275</td>
</tr>
<tr>
<td>15</td>
<td>34,875</td>
<td>35,819</td>
<td>36,763</td>
<td>37,707</td>
<td>39,651</td>
<td>40,595</td>
<td>41,540</td>
</tr>
<tr>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>37,386</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Maximum starting salary for new employees.  
* Minimum starting salary for employees – $19,175  
* Teachers w/earned doctorate – $900 additional  
* RN + 60 approved hrs – $400 additional  
* Nurses' base = 83% of teachers' base  
* Training increment. Not eligible to advance except upon completion of 6 semester hrs of approved work during preceding 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 1.25  
  - RN + 30 1.75  
  - BA 2.25  
  - BA + 15 2.75  
  - MA 3.25  
  - MA + 15 3.75  
  - MA + 30 4.25
1991-92 Supplemental Pay Schedule

Unless otherwise noted, all compensation is expressed as a % of $18,600.

**Supplemental Pay for Supplemental Job Assignments**

- Consultant teacher 10.0/year
- School nurse practitioner 10.0/year
- Elementary reading resource teacher 10.0/year
- Pupil service coordinator, 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
- Secondary Minority Achievement Program Coordinator
  - Full time 3.25/year
  - Part time 1.62/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
     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 work) 17.0/year
   - assistant band 8.5/year
   - orchestra 14.0/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: $0.0895/hour
- Teaching: $0.0895/hour

### Athletics

<table>
<thead>
<tr>
<th>Sport</th>
<th>head coach</th>
<th>sophomore coach</th>
<th>ninth grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baseball/softball</td>
<td>14.0</td>
<td>9.1</td>
<td>6.2</td>
</tr>
<tr>
<td>Basketball</td>
<td>20.0</td>
<td>11.5</td>
<td>10.2</td>
</tr>
<tr>
<td>Cross country</td>
<td>8.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Football</td>
<td>20.0</td>
<td>11.5</td>
<td>10.2</td>
</tr>
<tr>
<td>Golf</td>
<td>8.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gymnastics</td>
<td>13.0</td>
<td>6.5</td>
<td></td>
</tr>
<tr>
<td>Soccer</td>
<td>11.0</td>
<td>7.1</td>
<td></td>
</tr>
<tr>
<td>Swimming</td>
<td>14.0</td>
<td>9.1</td>
<td></td>
</tr>
<tr>
<td>Tennis</td>
<td>8.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Track</td>
<td>14.0</td>
<td>9.1</td>
<td>6.2</td>
</tr>
<tr>
<td>Volleyball</td>
<td>13.0</td>
<td>6.5</td>
<td></td>
</tr>
<tr>
<td>Wrestling</td>
<td>14.0</td>
<td>11.5</td>
<td>6.2</td>
</tr>
</tbody>
</table>

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
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 $16/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 $16/hr
  - Teaching 16/hr
  - Building activities 16/hr
- Grants
  - Professional growth activities Determined by conditions in approved application
- Staff Development
  - Training activities $16/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 $16/hr
# APPENDIX 4  
**PHASE III INCENTIVES**

(Voluntary Participation)

<table>
<thead>
<tr>
<th>ACTIVITIES</th>
<th>CAREER LEVEL I</th>
<th>CAREER LEVEL II</th>
<th>CAREER LEVEL III A</th>
<th>CAREER LEVEL III B</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Activities</td>
<td>Eligible</td>
<td>Eligible</td>
<td>Eligible</td>
<td>Eligible</td>
</tr>
<tr>
<td>Building Activities</td>
<td>Eligible</td>
<td>Eligible</td>
<td>Eligible</td>
<td>Eligible</td>
</tr>
<tr>
<td>Developmental or Special Activities</td>
<td>Not eligible for Phase III positions</td>
<td>Eligible for computer specialist position</td>
<td>Eligible for all positions with master's degree, most positions without a masters</td>
<td>Eligible for all positions with master's degree, most positions without a masters</td>
</tr>
<tr>
<td>Specialists Positions</td>
<td>Not eligible for Phase III positions</td>
<td>Eligible for computer specialist position</td>
<td>Eligible for all positions with master's degree, most positions without a masters</td>
<td>Eligible for all positions with master's degree, most positions without a masters</td>
</tr>
<tr>
<td>Grants for professional growth or special curriculum activities</td>
<td>Not eligible</td>
<td>Eligible</td>
<td>Eligible</td>
<td>Eligible</td>
</tr>
<tr>
<td>Summer Institutes</td>
<td>Not eligible</td>
<td>Eligible</td>
<td>Eligible</td>
<td>Eligible</td>
</tr>
<tr>
<td>Conference Expenses</td>
<td>Not eligible</td>
<td>Eligible</td>
<td>Eligible</td>
<td>Eligible</td>
</tr>
<tr>
<td>Incentive payments for Effective Teaching staff development</td>
<td>Eligible for retroactive payments once in Level III</td>
<td>$250 per year for one credit successfully completed</td>
<td>$250 per year for one credit successfully completed</td>
<td></td>
</tr>
<tr>
<td>Staff Development Instructor</td>
<td>Not eligible</td>
<td>Not eligible</td>
<td>Eligible with a master's degree</td>
<td>Eligible with a master's degree</td>
</tr>
<tr>
<td>Performance Stipend</td>
<td>None</td>
<td>None</td>
<td>$500</td>
<td>$250</td>
</tr>
</tbody>
</table>