

**AGREEMENT**

**BETWEEN**

**BRANDYWINE SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND**

**BRANDYWINE EDUCATION ASSOCIATION,  
AFFILIATE OF DSEA/NEA**

**JULY 1, 2011 – AUGUST 31, 2014**

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## PREAMBLE

This Agreement is entered into this 26<sup>th</sup> day of March 2012, by and between the Brandywine School District Board of Education (the "Board") and the Brandywine Education Association, Affiliate of DSEA/NEA, (the "Association").

## WITNESSETH:

WHEREAS, The Board has an obligation, pursuant to Title 14, Chapter 40 of the Delaware Code, to negotiate on certain items with the Association, the representative of employees hereinafter designated, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, it is agreed as follows:

## ARTICLE 1

### RECOGNITION AND DEFINITIONS

- 1.1 The Board recognizes the Association as the exclusive negotiating representative of the certificated and/or professionally licensed non-administrative employees, not including substitutes, certified and non-certified administrative personnel, or non-certified support staff (secretaries, para-educators, etc.) of the District, in all matters specified in Title 14, Chapter 40 of the Delaware Code, unless another provision of the Delaware Code supersedes this section.
- 1.2 Definitions
- 1.2.1 "Board" as used in this Agreement shall mean the Brandywine Board of Education.
- 1.2.2 "Employee" as used in this Agreement shall mean any certificated and/or professionally licensed non-administrative employee, not including substitutes, certified and non-certified administrative personnel, or non-certified support staff (secretaries, paraeducators, etc.); and reference to "employee" shall be deemed to include both the male and female and both singular and plural.
- 1.2.3 "Regular employee" as used in this Agreement is an employee who has a contract that automatically continues unless terminated by the Board according to State law.
- 1.2.4 "Temporary employee" as used in this Agreement is an employee who has a contract that has a definite starting and ending date. A temporary contract shall be given to:
- (a) an employee who is filling a position resulting from a leave of absence during or for the school year;
  - (b) an employee who is filling a position that is vacant between April 1 and the close of the work year; or
  - (c) an employee who lacks certification.

- 1.2.5 "Elementary employee" as used in this Agreement shall include those employees working in pre-K up to and including grade 5.
- 1.2.6 "Secondary employee" as used in this Agreement shall include those employees working in grades 6 through 12 or assigned to the 18 to 21 year old program.
- 1.2.7 "Association" as used in this Agreement shall mean the Brandywine Education Association, Affiliate of DSEA/NEA.
- 1.2.8 "District" as used in this Agreement shall mean the Brandywine School District.
- 1.2.9 "Work days" as used in this Agreement shall mean those days on which employees are scheduled to report for work according to the official District calendar as approved by the Board.
- 1.2.10 "Substitutes" as used in this Agreement shall mean employees not covered by temporary or regular contracts of employment.
- 1.2.11 "Emergency" as used in this Agreement shall mean a sudden, unexpected happening; an unforeseen occurrence or condition; a complication of circumstances as a result of events not regularly scheduled or planned.
- 1.2.12 All references to Superintendent, Assistant Superintendent, Executive Director, Director, Supervisor, principal, immediate supervisor, administrator, or Association President shall include the designee, if any.

## ARTICLE 2

### NEGOTIATION OF AGREEMENTS

- 2.1 This Agreement incorporates the entire understanding of the parties upon all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement except as stated in 9.1.7, 21.2.6, 27.3, and 27.5.
- 2.2 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.
- 2.3 Negotiations over a successor Agreement shall begin no earlier than January 15, 2014, unless the parties mutually agree to another date.

## ARTICLE 3

### GRIEVANCE RESOLUTION PROCEDURE

#### 3.1 Definitions

- 3.1.1 A "grievance" shall be defined as a written claim by an employee or the Association that the terms of this Agreement have been violated, misinterpreted, or misapplied resulting in the abridgment of rights granted to the employee or the Association by this Agreement.
- 3.1.2 "Days" as used in this procedure shall refer to work days except when a grievance is submitted after May 1 but before the start of the next school year in which event the "days" shall be defined as calendar days.
- 3.1.3 "Grievant" as used in this Agreement is the employee, employees, or Association that files a grievance as provided for under this Agreement.
- 3.1.4 A "class action grievance" is a grievance filed by the Association which asserts an effect on a group or class of employees.
- 3.1.5 "Immediate Supervisor" shall refer to building principal except in those situations where the person responsible for the employee's work performance is a different person in the supervisory chain of command.
- 3.1.6 "Time Limits" – A grievance to be considered to have been asserted in a timely fashion must have been brought to the attention of the immediate supervisor, the person responsible for making the decision which led to the grievance, or the Director of Human Resources (in the case of the Association's grievance) within ten (10) days from the time when the employee or Association knew or should have reasonably known of the occurrence of the situation which is the subject of the grievance.
- 3.1.7 "PERB" as used in this Agreement means the Public Employment Relations Board as denoted in Title 14 of the Delaware Code.

#### 3.2 Representation

- 3.2.1 Grievants may, at their option, have an Association representative to represent them during all stages of this process, choose to represent themselves during all stages of this process, or select a third person to represent them. In no case shall the grievant be represented by an employee organization other than the Association.
- 3.2.2 If the grievant chooses to proceed without Association representation or elects to proceed through representation by a party other than the Association, the Association shall be notified of the place and time of the hearing and shall have a right to be present and to state its views at all levels of this procedure. However, the Association shall not have the right to be present and state its views if the grievance involves matters of personal, embarrassing, and confidential nature, and the grievant specifically requests, in writing to the Association and the District, that the Association not be present.

3.2.3 If the employee elects to be represented, the employee must still be present at any level of the grievance procedure where the employee's grievance is to be addressed. In a class action grievance, at least one (1) member of the class or group that is bringing the grievance must be present at any hearing for that grievance.

3.3 Association and Class Action Grievances

3.3.1 If the Association files a grievance, it shall first be presented to the Director of Human Resources within the time limits designated in 3.1.6. The Director of Human Resources shall inform the Association as to the person and level at which the grievance shall first be heard. The hearing officer shall not be the person responsible for making the decision which led to the grievance. Unless the Director of Human Resources responds to the Association within two (2) days after receipt of the grievance, the matter shall be scheduled at Level Two.

3.3.2 All employees in the group or class that will be affected by the grievance filed by the Association shall be bound by any resolution which is accepted by the Association.

3.4 Informal Meeting with Immediate Supervisor or Person Responsible for Making the Decision which Led to the Grievance

3.4.1 An employee with a grievance must attempt to resolve the grievance by informally discussing the matter with the employee's immediate supervisor or the person responsible for making the decision which led to the grievance. The employee must request an informal meeting within ten (10) days from the time when the employee knew or should have reasonably known of the occurrence of the situation which is the subject of the grievance. There is no need to put the grievance in writing for the informal meeting.

3.4.2 The informal meeting must take place within five (5) days after the employee requested the meeting. If the immediate supervisor or the person responsible for making the decision which led to the grievance does not hold the meeting within five (5) days, the employee may file the grievance at Level One. The employee may bring a representative to the informal meeting.

3.4.3 The immediate supervisor or the person responsible for making the decision which led to the grievance shall provide the employee with written documentation of the meeting within three (3) days after the conclusion of the informal meeting. The documentation shall include the date, time, and outcome of the informal meeting. If the employee does not receive the written documentation within three (3) days after the conclusion of the informal meeting, the employee may file the grievance at Level One.

3.4.4 If the situation which is the subject of the grievance becomes an issue again within the same school year, regardless of whether the situation is with the same employee or a different employee, the employee experiencing the situation may file the grievance at Level One instead of requesting another informal meeting.



- 3.5 To be considered beyond the informal meeting with the immediate supervisor or the person responsible for making the decision which led to the grievance, a grievance must be reduced to writing on a form which shall be available on the District Website.

### Grievance Procedure

#### Level One

- 3.6 The written grievance must be filed with the Director of Human Resources within five (5) days after the employee's receipt of the written documentation of the informal meeting or within five (5) days after the employee should have received the written documentation. A copy of the written documentation of the informal meeting shall be attached to the grievance form unless the written documentation was not received by the employee within three (3) days after the conclusion of the informal meeting or the informal meeting was not held. The Director of Human Resources will provide a copy of the grievance to the employee's immediate supervisor or the person responsible for making the decision which led to the grievance.
- 3.7 The Director of Human Resources shall assign a hearing officer. The hearing officer shall not be the immediate supervisor if he/she is named in the grievance or the person responsible for making the decision which led to the grievance. The hearing officer shall provide a hearing within six (6) days after the grievance was filed with the Director of Human Resources.
- 3.8 The hearing officer shall provide the decision in writing to the Director of Human Resources who will provide the decision to the grievant and the Association President within three (3) days after the conclusion of the Level One hearing.

#### Level Two

- 3.9 If the response at Level One is not acceptable, the grievant may, not later than five (5) days after receipt of the written decision at Level One, appeal the matter to the Superintendent by sending the appeal to the Director of Human Resources.
- 3.10 The Superintendent shall hear the grievance within six (6) days after receiving the grievance.
- 3.11 The decision of the Superintendent shall be rendered within four (4) days after conclusion of the hearing(s) on the matter. The decision shall be sent to the grievant, the Association President, and the Director of Human Resources.

#### Level Three (Binding Arbitration)

- 3.12 The decision of the Superintendent shall finally determine the matter unless the Association, within ten (10) days after receipt of the Superintendent's decision, submits a demand for binding arbitration to the PERB. The Association shall send a copy of the demand to the Superintendent.
- 3.13 The demand for binding arbitration shall also state in reasonable detail the nature of the grievance and the remedy requested. The parties shall be bound by the rules and regulations of the PERB.

### Arbitrability

- 3.14 If the parties disagree as to whether a matter is subject to arbitration, either party may request a conference with the other party to discuss the issue of arbitrability and to seek to resolve their differences.
- 3.15 If the disagreement over arbitrability persists, the arbitrator shall rule upon the question of arbitrability prior to hearing the merits of the grievance. The arbitrator shall then proceed to hear the dispute on its merits if both parties agree. If either party is not prepared to proceed, the arbitrator shall promptly schedule a second meeting to hear the dispute on its merits.

### Arbitrator's Authority

- 3.16 The arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The opinion must be based solely and only upon the interpretation or application of the express relevant language of this Agreement.

### Cost of Arbitration

- 3.17 The arbitrator's fees and expenses incurred in determining whether a dispute is arbitrable shall be paid by the losing party. The arbitrator's fees and expenses incurred in deciding the merits of a dispute shall be paid equally by the Board and the Association. If an arbitration hearing is cancelled, the party cancelling the arbitration shall pay any cancellation fee. When an arbitration hearing is cancelled because the case is settled, the cancellation fee shall be paid equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the expenses.

### Scheduling and Witnesses

- 3.18 Where grievance proceedings are mutually scheduled by the parties during school time, persons who must attend to present evidence shall suffer no loss of pay. The Association shall have the right to call any witnesses it deems appropriate to testify at the grievance proceedings.
- 3.19 The Association agrees that when a grievance requires either multiple witnesses or grievants, the Association shall arrange for the scheduling of such people in such a manner as to avoid cumulative testimony and to minimize disruption and expense to the Board.

### Miscellaneous

- 3.20 Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall constitute authority for the employee or the Association to proceed to the next level. Failure by the employee or the Association to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- 3.21 All documents, communications, and records dealing with a grievance shall be filed in a separate grievance file in the Department of Human Resources. However, all documents, communications, and records normally kept in the

employee's personnel file shall be retained in the personnel file. The grievance form shall not be kept in the personnel file.

- 3.22 A copy of the decision at each level shall be sent to the Association President at the time the decision is sent to the grievant.
- 3.23 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the employer until such grievance and any effect thereof shall have been fully determined.
- 3.24 Forms for filing grievances shall be created jointly by the employer and the Association.
- 3.25 Hearings at any level of this procedure may be waived by mutual agreement of the parties. Time limits may be extended by mutual agreement.
- 3.26 No reprisals of any kind shall be taken by any party to this Agreement against an employee for his/her participation in or use of the grievance procedure.

#### ARTICLE 4

##### COMPLAINT PROCEDURE

- 4.1 Definitions and General Provisions
  - 4.1.1 A "complaint" shall be defined as a written claim stating a disagreement between an employee or the Association and the employer concerning any aspect of the employment relationship that cannot be resolved informally.
  - 4.1.2 A "class action complaint" is a complaint filed by the Association which asserts an effect on a group or class of employees.
  - 4.1.3 "Complainant" as used in this Agreement is the employee, employees, or Association that files a complaint as provided for under this Agreement.
  - 4.1.4 "Time Limits" – A complaint to be considered to have been asserted in a timely fashion must have been brought to the attention of the immediate supervisor, the person responsible for making the decision which led to the complaint, or the Director of Human Resources (in the case of the Association's complaint) within ten (10) days from the time when the employee or Association knew or should have reasonably known of the occurrence of the situation which is the subject of the complaint.
  - 4.1.5 "Days" as used in this procedure shall refer to work days except when a complaint is submitted after May 1 but before the start of the next school year in which event the "days" shall be defined as calendar days.
  - 4.1.6 Complaints shall indicate that one of the following has been violated by an administrator of the District as it concerns an employee's employment with the District:
    - (a) State or federal law; or

- (b) State or federal rule or regulation; or
- (c) An approved Board policy; or
- (d) A written regulation or practice of the District; or
- (e) A written procedure or practice of a specific department of the District; or
- (f) A written procedure or practice of a specific school in the District; or
- (g) Any aspect of the employment relationship between the employee and the District that is not subject to the terms and conditions of this Agreement;  
or
- (h) The content of or conclusions reached in employee observations and evaluations.

#### 4.2 Representation

4.2.1 Complainants may, at their option, have an Association representative to represent them during all stages of this process, choose to represent themselves during all stages of this process, or select a third person to represent them. In no case shall the complainant be represented by an employee organization other than the Association.

4.2.2 If the complainant chooses to proceed without Association representation or elects to proceed through representation by a party other than the Association, the Association shall be notified of the place and time of the informal meeting or hearing and shall have a right to be present and to state its views at all stages of this procedure. However, the Association shall not have the right to be present and state its views if the complaint involves matters of personal, embarrassing, and confidential nature, and the complainant specifically requests, in writing to the Association and the District, that the Association not be present.

4.2.3 If the employee elects to be represented, the employee must still be present at any stage of the complaint procedure where the employee's complaint is to be addressed. In a class action complaint, at least one (1) member of the class or group that is bringing the complaint must be present at any hearing for that complaint.

#### 4.3 Association and Class Action Complaints

4.3.1 If the Association files a complaint, it shall first be presented to the Director of Human Resources within the time limits designated in 4.1.4. The complaint shall then be processed at the formal stage. All employees in the group or class that will be affected by the complaint filed by the Association shall be bound by any resolution which is accepted by the Association.

#### 4.4 Informal Stage

4.4.1 An employee who believes that there has been a violation of any of the above shall, within ten (10) days of the incident, request a meeting with his/her

immediate supervisor or the person responsible for making the decision which led to the complaint in an effort to resolve the matter. There is no need to put the complaint in writing for the informal stage.

- 4.4.2 The immediate supervisor or the person responsible for making the decision which led to the complaint shall hold an informal meeting with the employee within three (3) days of the request for a meeting. If the meeting is not held within three (3) days, the employee may file the complaint at the formal stage. The employee may bring a representative to the informal meeting.
- 4.4.3 Within three (3) days after the conclusion of the meeting, the immediate supervisor or the person responsible for making the decision which led to the complaint shall provide written documentation of the informal stage. The documentation shall include the date, time, and outcome of the meeting. A copy of the documentation shall be given to the complainant and the Association President, and a copy shall be sent to the Department of Human Resources.
- 4.4.4 If the employee's problem is unresolved at the informal stage or if the written documentation of the informal stage is not received by the complainant within three (3) days after the conclusion of the meeting, the matter may proceed through the formal stage.
- 4.4.5 If the situation which is the subject of the complaint becomes an issue again within the same school year, regardless of whether the situation is with the same employee or a different employee, the employee experiencing the situation may file the complaint at the formal stage instead of requesting another informal meeting.

#### 4.5 Formal Stage

##### Filing

- 4.5.1 Within five (5) days after the employee's receipt of the documentation of the informal meeting or within five (5) days after the employee should have received the written documentation, the employee shall set forth the complaint in writing on a form created jointly by the employer and the Association and available on the District Website. The Association shall file the written complaint within the time limits set forth in 4.1.4. The form shall be dated and signed by the employee or the Association President and sent to the Director of Human Resources.

##### Hearing

- 4.5.2 The Superintendent shall hear all complaints at the formal stage within ten (10) days of receipt of the written claim by the Director of Human Resources. The time period can be extended by mutual consent of the parties.
- 4.5.3 The Superintendent shall render his/her decision within five (5) days of the completion of the hearing. A copy of the decision shall be sent to the complainant, the immediate supervisor or the person responsible for making the decision which led to the complaint, the Association President, and the Director of Human Resources. If the complainant is not satisfied with the decision of the Superintendent, the decision can be appealed to the Board within ten (10) days after receipt of the Superintendent's decision. The Board shall render its decision at the next regularly scheduled Board meeting for

which legally required notice can be provided. The Board at its option shall ask the complainant to appear in Executive Session or determine the matter on the basis of the written record. A copy of the decision shall be sent to the complainant, the immediate supervisor or the person responsible for making the decision which led to the complaint, the Association President, and the Director of Human Resources. The Board's decision shall be final.

4.6 Miscellaneous

- 4.6.1 Failure at any stage of this procedure to communicate the decision on a complaint within the specified time limits shall constitute authority for the employee or the Association to proceed to the next stage. Failure by the employee or the Association to appeal a complaint to the next stage within the specified time limits shall be deemed to be acceptance of the decision rendered at that stage.
- 4.6.2 No reprisals of any kind shall be taken by any party to this Agreement against an employee for his/her participation in or use of the complaint procedure.
- 4.6.3 All documents, communications, and records dealing with a complaint shall be filed in a separate complaint file in the Department of Human Resources. However, all documents, communications, and records normally kept in the employee's personnel file shall be retained in the personnel file. The complaint form shall not be kept in the personnel file.

ARTICLE 5

NO STRIKE, NO LOCK-OUT PROVISION

- 5.1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement.
- 5.2 The Association agrees that during the term of this Agreement, it will not, nor will any person acting on its behalf, overtly cause, authorize, or support a strike or any other concerted disruption of normal school district activities as a result of disputes over interpretation of this Agreement, or any matter over which the Board has jurisdiction, or as a result of any disagreement with the State of Delaware. (Title 14, Chapter 40, Section 4016 of the Delaware Code)
- 5.3 The District agrees that during the term of this Agreement, it will not, nor will any person acting on its behalf, authorize, overtly cause, or support an offensive lock-out of any employee covered by this Agreement as a result of a labor dispute between the District and the employees covered by this Agreement.

## ARTICLE 6

### PROTECTION OF EMPLOYEES AND THEIR PROPERTY

- 6.1 The Board and the Association agree that effective means for the protection of employees and property are essential to the smooth functioning of the District. All buildings shall be maintained to provide an environment that is conducive to learning even when repairs and renovations are being done.
- 6.2 Employees shall not be required to work under unsafe or hazardous conditions. Employees shall report all unsafe or hazardous conditions to the administrator in charge.
- 6.3 If an employee's report of an unsafe or hazardous working condition is made in writing, the administrator shall provide a written response as soon as practicable, but in any event within two (2) work days, as to whether the administrator agrees with the employee's description of the work condition and what steps can and will be taken, if any, to remedy the condition. If the condition is not resolved, a grievance may be initiated at Level Two.
- 6.4 Temperature
- 6.4.1 Instruction shall not continue in a classroom when the temperature within the room is below sixty (60) degrees, remains below sixty (60) degrees for one and one-half (1½) continuous hours after the student day begins, and the problem causing the low temperature has not been corrected. Where feasible and acceptable alternative on-site facilities exist and upon request of an employee, instruction shall not continue in a classroom when there are unreasonably high temperature conditions. The District shall make every effort to maintain reasonable temperatures within climate controlled buildings. Absent mechanical problems, building temperature levels maintained during the school day shall be attained by the start of the employee's scheduled work day and shall continue at those approximate levels until the end of the employee's scheduled work day.
- 6.4.2 When any temperature problem is reported by an employee, the employee will be informed as to the steps taken to remedy the situation.
- 6.5 Employees shall immediately report cases of injuries suffered by them in connection with their employment by filling out a Preliminary Report for Workers' Compensation Claim and submitting it to their principal or other immediate supervisor. The report form shall be available on the District Website.
- 6.6 An employee who suffers a work-related, disabling injury and qualifies for worker's compensation benefits shall continue to receive all Board-paid employee benefits as long as the employee is receiving worker's compensation benefits. This shall not apply to employees who are placed on disability pension unless permitted by the insurance carrier(s).
- 6.7 The District shall take reasonable precautions to provide protection for an employee's vehicle while parked on school property but shall not assume liability for loss or damage.

- 6.8 Employees, exclusive of nurses, shall not be required to perform nursing duties except in an emergency. In such a case, a nurse or qualified medical person shall be brought on the scene as soon as possible, and the employee who rendered nursing services shall be held harmless from liability by the Board. Employees, exclusive of school nurses, shall not be required to administer medicines.
- 6.9 A special education teacher (if toileting is referenced in the student IEP) and/or the school nurse may be required to perform diapering/toileting responsibilities if the paraprofessional needs assistance or is not available. However, this is not a primary responsibility of a special education teacher or the school nurse.
- 6.10 Employees, exclusive of nurses, shall not be required to assist with the tube feeding of any student.
- 6.11 Employees hired prior to September 1, 1997, shall not be required to transport student(s) in personal vehicles. Employees hired after this date, except for those areas listed below, shall not be required to transport student(s) in their personal vehicles. Visiting teachers and social workers may be required to transport student(s) in their personal vehicles. This requirement shall be listed on the job posting and explained to the employee prior to his/her hire. Pursuant to Title 14, Chapter 10, Section 1095 of the Delaware Code, the Board shall be responsible for issues concerning liability arising out of and in the course of the performance of duties as an employee.

## ARTICLE 7

### LEAVES AND ABSENCES

- 7.1 General Provisions
- 7.1.1 Employees are entitled to the following leaves pursuant to Title 14, Chapter 13 of the Delaware Code or Title 29, Chapter 51 of the Delaware Code:
- (a) Sick leave [14 Del. C. § 1318(a)];
  - (b) Leave due to the death in the immediate family of the employee [14 Del. C. § 1318(b)];
  - (c) Sick leave for a serious illness of a member of the employee's immediate family [14 Del. C. § 1318(c)];
  - (d) Leave due to the death of a near relative [14 Del. C. § 1318(d)];
  - (e) Sick leave for the observance of religious holidays [14 Del. C. § 1318(e)];
  - (f) Sick leave for personal reasons [14 Del. C. § 1318(f)];
  - (g) Donated leave program (14 Del. C. § 1318A);
  - (h) Leave for bone marrow or organ donation (14 Del. C. § 1318B);



- (i) Sabbatical leave (14 Del. C. § 1325);
- (j) Military leave (14 Del. C. § 1327);
- (k) Leave for the birth or adoption of a child (14 Del. C. § 1333);
- (l) Leave due to the election of the employee to public office (29 Del. C. § 5110); and
- (m) Leave for Olympic competition (29 Del. C. § 5113).

7.1.2 The Board is not a guarantor of the level of benefits provided by virtue of State law.

7.1.3 In addition, employees are entitled to leaves of absence under federal law (i.e., Family and Medical Leave Act), Delaware State law, and Board policy. A summary of these laws is available on the Benefits and Compensation Services Link of the District Website. For the information of employees, Title 14, Chapter 13, Sections 1318 (a)-(f) of the Delaware Code are placed at the end of this Agreement as Appendix 2.

7.1.4 These leaves of absences shall be administered according to Delaware State law, the Family and Medical Leave Act, and Board policy.

7.1.5 An employee on a leave of absence shall be entitled to continue to participate in Board-sponsored group benefit programs at the employee's expense if the company providing such benefits agrees.

7.1.6 When a regular employee is on an approved unpaid leave of absence for sixty (60) days or more, the District shall fill the position with a temporary employee, paying regular salary and benefits for the length of the unpaid leave. In determining the awarding of these temporary contracts, economic concerns will not be the criteria upon which these decisions will be based.

7.1.7 The procedures and forms for leaves of absence shall be available on the District Website under the Benefits and Compensation Services Link.

7.2 Sick Leave

7.2.1 Allowable sick leave for a school year is available for use at the start of the school year. However, sick leave is earned at the rate of one (1) day per month of service to the District for full-time employees. Part-time employees earn sick leave on a prorated basis. Adjustments for unearned sick leave for an employee who terminates service or goes on an unpaid leave of absence prior to the end of the school year shall be made in the employee's final paycheck.

7.2.2 If an employee suffers a work-related injury, the employee shall not lose sick days up to a maximum of three (3) days provided the employee reports to the principal as required in 6.5 and provides written verification from a certified medical practitioner for the days absent beyond the first day following the injury.

7.2.3 The District shall make every reasonable effort to obtain a substitute for every employee who is absent except for support personnel such as counselors, psychologists, etc. Should an employee find it necessary to be absent and a substitute is needed, the employee shall notify the designated substitute service before 6:30 a.m. at the secondary level and 7:00 a.m. at the elementary level. If a substitute is not needed, the employee shall call in to report his/her absence to the attendance recorder at his/her building location. In no event shall employees be required to, nor shall they, obtain their own substitutes. In the case of an extended illness [more than ten (10) work days], leave, resignation, or retirement of support personnel employees, the District shall obtain a substitute or provide alternative services.

7.2.4 Absences using sick days before or after a holiday, weekend, or personal days may require written verification from a certified medical practitioner.

7.2.5 Employees shall be responsible for reviewing their personal attendance history online during the work year and will receive one (1) written report of attendance balances annually by September 1. Any discrepancy in the attendance history report must be submitted in writing to the employee's immediate supervisor and the Supervisor of Benefits and Compensation Services within forty-five (45) calendar days of the date in question. Discrepancies for attendance for the month of June must be submitted in writing to the employee's immediate supervisor and the Supervisor of Benefits and Compensation Services no later than September 30 of each year.

### 7.3 Donated Leave

7.3.1 Donated days shall be made available only for recipients within the District for a catastrophic illness of an employee or of a member of the employee's family. A catastrophic illness shall mean any illness or injury to an employee or to a member of an employee's family which is diagnosed by a physician and certified by the physician as rendering the employee or a member of the employee's family unable to work, or, in the case of a family member who does not work, the medical equivalent of "unable to work," for a period greater than five (5) calendar weeks. To be eligible for donated leave, the employee must have used all sick and personal days. The Association shall have the right to have a representative on any committee that is related to the operation of this program. A copy of this policy shall be distributed to every new employee and posted on the District Website.

### 7.4 Sabbatical Leave

7.4.1 Employees may take sabbatical leave of a full or one-half (1/2) work year for professional improvement, for the recovery of health after a serious illness, or to provide care for the recovery of health after a serious illness of a member of the employee's immediate family based upon documentation of medical necessity.

7.4.2 Employees granted a sabbatical leave for a full work year shall receive a local salary supplement of \$5,000. Employees granted a leave for one-half (1/2) year shall receive \$2,500. An employee who is granted a sabbatical leave shall agree in writing in advance to return to the District for a period of one (1) year or repay the Board the amount of the local supplement monies granted toward the sabbatical leave.

7.4.3 Evidence of professional improvement for sabbatical leave shall be agreed upon by the employee and the Director of Human Resources prior to the granting of the leave. This evidence may include, but not be limited to, college transcripts, degrees earned, or written reports [Title 14, Chapter 13, Section 1325 (7)].

7.5 Legal Proceedings

7.5.1 When an employee is required to attend a legal proceeding as a party or is subpoenaed as a witness, such absence shall not be charged against sick leave if:

- (a) The legal proceeding relates to school matters and the employee's presence as a party or witness is not caused by any fault or misconduct on the part of the employee as determined by the outcome of the proceeding; or
- (b) The legal proceeding involves a matter of public interest, as distinguished from a private dispute, and the appearance of the employee as a witness in the proceeding may properly be considered to be the discharge of a civic responsibility.

7.5.2 The employee attending a legal proceeding during the regular work year shall receive the employee's per diem rate of pay.

7.6 Jury Duty

7.6.1 When any employee is called for jury duty during the regular work year, the employee shall receive the employee's per diem rate of pay upon presenting evidence of attendance to the Department of Human Resources. The employee shall retain any payment received for jury duty from the court.

7.7 Extended Leaves of Absence

7.7.1 An extended leave of absence without pay and without experience and seniority credit, salary computation, or pension eligibility or computation may be granted for personal reasons of the employee and consistent with reasons provided under the Family and Medical Leave Act for time periods equal to those allowed under the Family and Medical Leave Act.

7.7.2 Leaves of absence for other reasons may be considered on an individual basis. Such leaves, when granted, shall be on the basis of an agreement between the Board and the individual employee provided such agreement is not inconsistent with the terms of this Agreement.

7.7.3 Upon application, an unpaid leave of absence shall be granted to any employee for the purpose of serving in an Association elective office or staff position at the local, state, or national level. Such leave shall normally not exceed six (6) consecutive years nor be granted to more than two (2) employees during the same school year. The Board may grant exceptions on a case by case basis.

- 7.7.4 Any employee on an extended leave of absence shall be permitted to substitute in the District. However, any employee on leave for illness, disability, or child care following the birth of the child must submit a physician's statement that the employee is capable of performance as a substitute.
- 7.7.5 At the end of an extended leave, the employee shall be accepted into employment by the Board and assigned the same or a similar position to the one from which leave was granted. "Same or similar" shall mean within the same seniority classification. In no case may assignment be made so as to invalidate a person's certification status or bring about a reduction in salary.
- 7.8 Return from Leave of Absence
- 7.8.1 An employee is expected to return to work at the expiration of his/her approved leave of absence unless the employee has made a written request for an extension of the leave at least one (1) week prior to the expiration of the leave. An employee who does not return to work at the expiration of the leave and has not requested an extension of the leave shall be treated as if the employee has resigned from the District.
- 7.8.2 If an employee on unpaid leave that goes beyond sixty (60) days intends to return earlier than the return date originally approved by the Board, the employee must request Board approval one (1) month prior to the desired date of return. The request must be in writing and sent to the Department of Human Resources.

## ARTICLE 8

### SENIORITY, LAYOFF, AND RECALL

- 8.1 Seniority
- 8.1.1 Seniority shall be calculated as the length of most recent continuous service as a certificated and/or professionally licensed non-administrative employee in the District. Time earned as a temporary employee in the District shall count toward seniority upon the hiring of the individual as a regular employee provided that the service is continuous.
- 8.1.2 For transition purposes, seniority dates for certificated and/or professionally licensed non-administrative employees shall be the seniority date as established in the spring 1981 seniority roster of the New Castle County School District, adjusted as outlined by this Article.
- 8.1.3 Any employee who is on loan to the Department of Education or to an institution of higher education within the State shall continue to accrue seniority up to a maximum of three (3) years.
- 8.1.4 An administrator who is approved by the Board to return to a bargaining unit position shall be afforded seniority based on the following formula: starting with the date of assignment to a certificated and/or professionally licensed non-administrative position plus the number of months/years of continuous

service previously provided to the District as a certificated and/or professionally licensed non-administrative employee without any break in service to the District.

- 8.1.5 If an employee is able to return from long-term disability within one (1) year, that time on disability shall not constitute a break in service but shall not be counted toward seniority.
- 8.1.6 Seniority Roster
- 8.1.6.1 The District shall annually publish a seniority roster of all employees by field of current major assignment. An employee on special assignment as defined in 8.1.11 shall be placed on a special assignment list by category. Deans of students shall be listed in sub-categories by cluster level assignment. Employees shall be listed in descending order of seniority.
- 8.1.6.2 By December 1, a draft of the seniority roster for the current school year's assignments shall be posted on the District Website under the Human Resources Link and distributed to each school for review. Two (2) copies of the roster shall be available in schools with more than fifty (50) employees.
- 8.1.6.3 The Department of Human Resources, school administrators, and employees are responsible for verifying the assignment of each employee on the draft roster. The employee or school administrator must notify the Department of Human Resources in writing of any inaccuracies on the draft roster (seniority date or classification) by the last work day of December of the year the list is published. The notification must indicate the exact inaccuracy on the draft roster. An employee's failure to notify the Department of Human Resources of an inaccuracy on the draft roster shall preclude a challenge to a layoff (based on an incorrect seniority date or classification) which is to take effect at the end of that school year.
- 8.1.6.4 By January 31, a final roster shall be published. If the employee's seniority date or classification is different on the final roster as compared to the draft roster, such an employee has five (5) work days from the publication of the final roster to request, in writing to the Department of Human Resources, the reason(s) for the change.
- 8.1.6.5 Inaccuracies on the final roster discovered during the voluntary transfer process shall be corrected prior to the placement of employees.
- 8.1.7 The Association shall be informed as to the seniority classifications prior to December 1. Except as provided in 8.1.8, if the Superintendent intends to make a change in the existing seniority classifications, the Association shall be provided with the rationale for any change in the classifications at least nine (9) months prior to the implementation of the change. The Association may comment upon any changes the Superintendent intends to make in the seniority classifications and make suggestions for additions and/or deletions of seniority classifications. The Superintendent shall make the final determination as to the seniority classifications which shall be used in preparing the seniority list. The listed time for notification may be waived by mutual agreement of the parties. The Superintendent's decision is not subject to the grievance procedure.

8.1.8 If the State changes the areas of certification, the District may implement a corresponding change in its seniority classifications following notice to and discussion with the Association. The Superintendent shall make the final determination as to whether the District shall implement such a change in seniority classifications and as to the timing of any such change in seniority classifications. The Superintendent's decision is not subject to the grievance procedure.

8.1.9 In the event two (2) or more employees have the same length of service in a seniority classification, the following criteria shall be used in the order enumerated as tiebreakers:

- (a) Total length of service as a certificated and/or professionally licensed non-administrative employee in the Component Districts which were consolidated to form the New Castle County School District, the New Castle County School District, and one of the successors to the New Castle County School District;
- (b) Total length of service as a certificated and/or professionally licensed non-administrative employee in public and private schools in Delaware;
- (c) Total length of service as a certificated and/or professionally licensed non-administrative employee;
- (d) Educational level on the salary schedules; and
- (e) Lottery.

If a lottery is necessary, the names of the employees with the same length of service and same educational level [(a)-(d) above] shall be drawn at random to determine the order of seniority. The lottery shall be done prior to the publication of the draft of the seniority roster. The Association designee shall witness the process.

8.1.10 Board-approved leaves of absence shall not constitute a break in service but shall not be counted toward seniority with the following exceptions:

- (a) Sabbatical leaves;
- (b) Military leaves;
- (c) Leave for officer of the Association; and
- (d) Worker's compensation injury or illness.

8.1.11 A special assignment is a position that is not a regular classroom teaching assignment (such as, but not limited to, dean of students, employee on loan, content specialist, coordinator). Special assignments shall not constitute a break in service and shall be counted toward seniority.

## 8.2 Layoff/Program Elimination

8.2.1 The Superintendent shall determine the number of positions to be reduced and shall inform the Association of the decision and also share with the Association the factual basis of the decision.

- 8.2.2 To accomplish the necessary reduction in force, employees shall be laid off from the field of their current major assignment on the basis of seniority, with those having been employed most recently being laid off first. Dean of student positions shall be reduced by seniority according to his/her seniority on the cluster level assignment sub-category.
- 8.2.3 No employee shall be terminated or reduced in force in order to open a bargaining unit position for an administrator returning to a bargaining unit position.
- 8.2.4 If an employee who is on special assignment is scheduled to be laid off from such an assignment or if the assignment is eliminated, the employee shall be permitted to return to a regular position in his/her former major assignment in this District, provided such an employee has sufficient seniority in his/her former major assignment in this District. Beginning with any individual hired for the 2011-2012 school year, the employee must have no break in service with this District and sufficient seniority in order to be permitted to return to a regular position in his/her former major assignment in this District.
- 8.2.5 An employee who has been involuntarily transferred or involuntarily reassigned to a position which places him/her in a different seniority classification and who is scheduled to be laid off from that classification shall have the right to a position in his/her original seniority classification, provided such an employee has sufficient seniority in his/her original seniority classification. The employee's right to return to a position in his/her original seniority classification shall extend for a period of two (2) years.
- 8.2.6 Employees who are laid off shall be placed on the recall list in the seniority classification from which they were laid off. Such employees may request to be placed on the recall list of any other seniority classification in which they are fully certificated\* to teach and in which they have taught at least one (1) year [i.e., at least ninety-one (91) days in one (1) school year] in the last five (5) years. An employee shall remain on the list for a period of two (2) years. If an employee chooses to be removed from any recall list, the employee must notify the Director of Human Resources in writing within ten (10) days of the employee's layoff notice. \*[Fully certificated means that an employee holds a standard certificate or only needs six (6) credit hours to renew a standard certificate.]
- 8.2.7 Employees who have been laid off shall be eligible to participate at their own cost in all employee benefits following the effective day of layoff if the respective providers of such benefits permit. Such an employee must so notify the Benefits Specialist in writing no later than thirty (30) days after the employee receives notice of layoff.
- 8.3 Recall
- 8.3.1 Employees who are eligible for recall must keep the Department of Human Resources informed in writing of any changes in their address, telephone number, and/or certification.
- 8.3.2 When a vacancy occurs, employees on the applicable recall list shall be offered employment in reverse order of layoff.

- 8.3.3 Notification of recall shall be by certified mail, return receipt requested. The employee shall have seven (7) calendar days from the date of receipt to respond to the offer. No response shall constitute a decision to decline the offer.
- 8.3.4 An employee who accepts recall shall report to work on the date indicated by the administration or at a later date if mutually agreeable. However, an employee shall have at least seventy-two (72) hours to report to work.
- 8.3.5 An employee who refuses a regular full-time position in the seniority classification from which the employee was laid off shall be removed from all recall lists, and the District shall have no further obligation to the employee. An employee who refuses a regular full-time position in a seniority classification other than the seniority classification from which the employee was laid off shall be removed from the recall list in the seniority classification in which the employee refused a regular full-time position but shall remain on any other recall lists the employee was placed on pursuant to 8.2.6.
- 8.3.6 An employee on the recall list who is offered and accepts recall to a temporary or a part-time position shall not forfeit his/her right to a regular full-time position. The employee who accepts a part-time position shall be placed in a regular full-time position before the completion of the part-time employment if a position becomes available. The employee who accepts a temporary position shall receive a regular contract if a regular full-time position becomes available. The employee shall be placed at his/her appropriate position on the recall list upon completion of such temporary or part-time employment.
- 8.3.7 An employee who declines a temporary or part-time position shall not be removed from the recall list, but the District shall have no further obligation to offer another temporary or part-time position to such an employee.
- 8.3.8 An employee placed on the recall list from a part-time position may decline recall to a full-time position and shall not forfeit his/her right to a part-time position when one becomes available.
- 8.3.9 Time lost by an employee laid off and subsequently recalled shall not constitute an interruption of continuous service, but such time lost shall not be counted toward seniority. Service in part-time or temporary positions shall be counted toward seniority in the same manner that service in regular full-time positions is counted toward seniority provided the service is continuous. Adjustment of seniority shall be calculated on the same basis as the State determines credit for sick leave.

#### 8.4 Miscellaneous

- 8.4.1 Employees on Board-approved leaves of absence shall be subject to all provisions of this Article.
- 8.4.2 Employees who resign or have been dismissed for any reason other than reduction in force are not subject to the provisions of this Article.

Nothing in this Article shall apply to an individual on a temporary contract or in any way serve to extend the employment of such individuals except as provided in 8.3.6.



## ARTICLE 9

### EMPLOYEE ASSIGNMENTS/TRANSFERS

- 9.1 Assignment of Employees
- 9.1.1 Employees shall be given first consideration to provide homebound instruction which occurs beyond the normal school day. However, the District reserves the right to establish the homebound instruction program in a manner it believes to be most beneficial to students.
- 9.1.2 Employees shall not be required to accept the assignment of parents or other volunteers to assist in the classroom.
- 9.1.3 An employee assigned to work with an instructional aide shall be responsible for directing the aide during the time the aide is in the employee's classroom. The employee shall not be responsible for evaluating the work performance of such an aide. However, if requested, an employee shall consult with the principal about work information in order for the principal to evaluate the work performance of the aide assigned to work with the employee.
- 9.1.4 The District shall make a reasonable effort to limit an employee's assignment to not more than two (2) buildings.
- 9.1.5 Employees shall be notified of their *tentative* teaching assignments for the following year no later than one (1) week before the last work day of the school year. If a change becomes necessary after the close of school, the employee shall be notified in writing as soon as the change takes place.
- 9.1.6 In order to assign a secondary employee to more than five (5) teaching periods, the building principal must meet with either the department or team chairperson to discuss options giving consideration to levels, number of preparations, class size, assignment in the previous work year, and available volunteers. Employees' concerns about the assignment should be discussed with the building principal. A complete list of secondary employees teaching more than five (5) teaching periods shall be provided to the Association President by October 31 of each school year. If there are any additional changes during the school year, the Association President shall be notified in writing as soon as the change takes place.
- 9.1.7 If a secondary school changes to a new bell schedule such as a block schedule, the parties shall meet to negotiate the terms and conditions of employment required under Title 14, Chapter 40 of the Delaware Code.
- 9.1.8 In filling activities not contained within the EPER schedule, the building staff shall be notified in writing and considered for the anticipated vacancies.
- 9.1.9 At the point administration feels there is the need to expand subcontracting to new areas, the Association shall be advised and given the opportunity to respond before a final decision is reached.
- 9.1.10 If an employee's classroom is to be used by an outside group or for summer school or extended time programs, the employee shall be notified at least one (1) week in advance.

9.2 Changes in Assignment

9.2.1 Employees shall be notified in writing of a change in their assigned building for the following year no later than the end of the school year. If a subsequent change is necessary after the end of the school year, the employee shall be notified in writing as soon as the change takes place.

9.2.2 Schedule assignment shall be done with consideration given to levels, number of new preparations, and class size.

9.2.3 Employees may indicate preferences in their subject matter, course, grade level, and room assignments to the principal. All preference requests shall be considered prior to the assignment of any employee within the building. Initial student assignment at the elementary level shall be made with consideration given to class size, academic performance, and behavior.

9.2.4 An employee with an assignment outside of the classroom (such as counselors, educational diagnosticians, psychologists, etc.) shall, prior to the end of the school year, have the right to notify the principal, principals, and/or other administrators involved in developing the employee's schedule for the purpose of indicating preferences in the employee's schedule.

9.2.5 If an employee requests the reasons for any change in the employee's assigned building, grade level, or subject matter, the employee's principal shall meet with the employee and discuss the reason(s) for the change in assignment. The reason(s) for such a change in assignment shall not be subject to the grievance procedure.

9.3 Definitions

9.3.1 Temporary Assignment

- (a) Positions that occur from openings after November 1 shall be temporary assignments and open for voluntary transfer requests during the voluntary transfer period.
- (b) Positions that occur after the first student day of the upcoming school year and designated for employees exercising their right to return as outlined in 9.6.5 shall be temporary assignments.

A list of temporary assignments is included in the Board personnel report that is provided to the Association each month.

9.3.2 Reassignment – Any change in an employee's subject, grade, or room assignment within the same building location, whether it is within or between seniority groups, is a reassignment and made at the sole discretion of the administration. However, any newly-created position as defined in 9.3.3 shall be posted. Reassignment shall take place prior to any positions being identified as available for employee-initiated transfer. Employees who already work in more than one (1) building or special program fields, and whose placements or assignments are changed, shall be considered to have been

reassigned. However, if such an employee will no longer be working in one (1) or more of the buildings the employee worked in during the prior year, the employee shall be considered to have been involuntarily transferred rather than reassigned.

9.3.3 New Position – A new position is a newly-created position within the District or an authorized additional position in the programs not recognized under State allotment. If a program is eliminated and later reinstated, positions within this program shall be considered new positions.

9.3.4 Unassigned Employees – Unassigned employees are employees hired to fill temporary assignments or employees who are displaced from their previously assigned positions as a result of declining pupil enrollment, school closings, educational program changes, or adjustment in staff allocations.

9.3.5 Involuntary Transfer – An involuntary transfer is the administrative transfer of an employee from one (1) building to another building.

#### 9.4 Voluntary Transfers

##### 9.4.1 Definitions

9.4.1.1 Voluntary Transfer Request – A voluntary transfer request is a request to transfer to any position for the following school year within or between school buildings.

9.4.1.2 Voluntary Transfer Period – The time frame for voluntary transfers shall be from February 1 to April 30. The actual transfer of employees shall occur from March 16 to April 30.

##### 9.4.2 Posting

9.4.2.1 Lists of all known regular employment vacancies must be published by February 1 of each year and updated throughout the transfer period as vacancies become known. These lists shall be available in each faculty lounge, near faculty mailboxes, and on the District Website.

##### 9.4.3 Criteria

9.4.3.1 An employee may only apply for a voluntary transfer if the employee is:

- (a) Certified for the position;
- (b) Highly qualified for the position or has the credentials to be deemed highly qualified for the position if applicable;
- (c) Not on an improvement plan;
- (d) Without any documented disciplinary actions in his/her official personnel file (for insubordination or inappropriate behavior with a student) for a period of two (2) years prior to the voluntary transfer request; and
- (e) In at least his/her second year of employment with the District except for those employees who are unassigned.

9.4.3.2 Employees returning from a leave of more than one (1) calendar year, being on loan, or being on special assignment shall be subject to the voluntary transfer process.

9.4.4 Application Process

9.4.4.1 The voluntary transfer request form (see Appendix 1-A) must be completed. An employee shall have the opportunity to specify up to eight (8) specific choices on the voluntary transfer request form. Employees are not limited to apply for only the positions listed on the posted employment vacancy list, but may submit a voluntary transfer request for any District position that may become available during the transfer period.

9.4.4.2 Prior to submission of the voluntary transfer request form, the employee shall meet to dialogue with the principal of any site requested on the voluntary transfer request form. The principal's signature must appear on the transfer request form in order for the transfer request to be considered. No principal can deny an employee's request to meet to dialogue. All dialogues under this Article must be completed by the end of business two (2) work days prior to the deadline to submit a request for voluntary transfer unless the principal agrees to an extension, but in no event beyond the submission deadline. The employee should schedule the dialogue meeting with the principal through the principal's secretary.

9.4.4.3 The completed voluntary transfer request form must be submitted to the Director of Human Resources beginning February 1 and no later than March 15 in order to be considered for a voluntary transfer. Employees may amend/rescind all or part of a request or change priority order of the request by written notification to the Director of Human Resources no later than March 15.

9.4.5 Placement of Employees

9.4.5.1 Voluntary transfers shall be filled in accordance with the following criteria which are listed according to priority:

- (a) Certification;
- (b) Qualifications, based upon the State-mandated appraisal system, professional experience, and additional course work;
- (c) Seniority; and
- (d) System-wide balance.

9.4.5.2 Transfer requests to a different seniority classification shall not be considered until:

- (a) All requests from employees within the seniority classification have been considered; and
- (b) All unassigned employees in that seniority classification have been placed; and

- (c) All employees returning from leave to that seniority classification have been placed; and
  - (d) All employees who have been transferred have been given the option to return as established in 9.6.5.
- 9.4.5.3 In choosing between an employee on the recall list in the seniority classification in which the regular employment vacancy exists and an employee requesting a transfer from another seniority classification, a preference shall be given to the employee with greater seniority.
- 9.4.5.4 Representatives of the Association appointed by the Association President shall be present when the actual transfer of employees is determined.
- 9.4.5.5 Any administrator who is returning to a certificated and/or professionally licensed non-administrative position shall be placed only after the voluntary transfer process has been completed.
- 9.4.6 Notification
- 9.4.6.1 Notification of an offer shall be made by phone to the number listed on the voluntary transfer request form.
- 9.4.6.2 An employee's failure to either respond to or accept a verbal offer of a requested transfer within forty-eight (48) hours, not including weekends and holidays, shall cancel the employee's request for a voluntary transfer. Once a voluntary transfer request has been accepted, the employee cannot request another voluntary transfer until the following school year.
- 9.4.7 If an employee is denied a transfer, the Director of Human Resources shall explain the reason in writing upon the employee's written request.
- 9.4.8 If an employee has accepted a voluntary transfer to a position that, prior to the first work day of the upcoming school year, becomes unavailable, then the voluntary transfer is void, and the employee shall return to his/her original assignment.
- 9.5 Involuntary Transfers
- 9.5.1 Written notice of a proposed involuntary transfer shall be given to the employee involved upon knowledge by the administration of the necessity of such transfer.
- 9.5.2 An employee shall not be involuntarily transferred to other than existing vacancies except as organizational needs and legal requirements dictate.
- 9.5.3 An employee shall not be involuntarily transferred to a position outside his/her area of certification.
- 9.6 Unassigned Employees
- 9.6.1 Written notice of "unassignment" shall be given to the employee upon knowledge of such unassignment.

9.6.2 Unassigned employees shall be the least senior certificated and/or professionally licensed non-administrative employees in a building/program unless the sending or receiving school's program or human or physical resources utilization requires a particular employee's certification or qualifications or where it is necessary to satisfy requirements of law, court order, or affirmative action goals.

9.6.3 An unassigned employee shall be given a list of all known vacancies in the employee's seniority classification at the time the employee is declared unassigned. An unassigned employee must complete a voluntary transfer request form (if the unassignment occurs within the voluntary transfer period) or a preference form (see Appendix 1-B) at the time the employee is declared unassigned.

9.6.4 Unassigned employees shall be placed by certification and seniority if the employee is placed by use of the preference form.

9.6.5 An employee who was unassigned shall be given the option to return to his/her former assignment (seniority classification and buildings) from which the employee was unassigned if, within ten (10) calendar days of receiving written notification of being placed, the employee submits a written request to the Director of Human Resources. If the position becomes available after the first student day of the upcoming school year, the position shall be filled as a temporary assignment for the remainder of the school year with the employee having the right to return to the position the following school year. The right to return shall end the first student day of the second school year following his/her unassignment.

9.7 Reinstatement

A regular employee who receives a layoff or termination notice on or before May 15, which subsequently is rescinded prior to June 30, shall be reinstated to his/her original position as if he/she had never been laid off or terminated. If such an employee's position is not available, he/she shall be treated as unassigned and assigned accordingly.

9.8 Advertisement

9.8.1 Before a position is advertised, the District shall first place any employee exercising his/her right to return to a seniority classification and then any eligible person on the appropriate recall list.

9.8.2 All vacancies outside of the voluntary transfer process shall be posted for at least fourteen (14) calendar days on the District Website, and a copy of the posting shall be sent to the Association President electronically. Positions that become available after July 15 through November 1 shall be posted on the District Website for three (3) calendar days. No appointment shall be made until after the application deadline. The written notice of vacancy shall contain:

- (a) type of vacancy;
- (b) position description;
- (c) location;
- (d) starting date;
- (e) certifications;

- (f) qualifications;
- (g) salary (commensurate with existing scale); and
- (h) other relevant information.

9.8.3 The written notice of vacancy shall not be substantively changed after posting. Any other changes must be made prior to the application deadline or must be brought to the attention of the applicant at the time of the interview.

9.8.4 Any current employee is eligible to apply for any advertised position.

9.9 EPER Assignments

9.9.1 Employee participation in extracurricular activities which extend beyond the regularly scheduled work day shall be voluntary. Each Extra Pay for Extra Responsibility ("EPER") position shall be posted in the building in which the need exists and within the District at least fourteen (14) calendar days prior to the application deadline. Employees of the building shall be given first consideration for EPER positions. If applicants are equally qualified, the position shall be awarded to the person applying from within the building.

9.9.2 After an effort has been made to fill the position from within the District, applicants shall be sought from the community.

9.9.3 If the EPER position is not filled with an acceptable applicant from the community, the principal may then assign an employee to fill such a position. Employees in their first year of teaching shall not be involuntarily assigned. Such an involuntary assignment shall be for no longer than one (1) year, and the employee shall not, in the same school year, be involuntarily assigned to any other EPER position. Prior to the involuntary assignment, consideration shall be given to the employee's qualifications for the position.

9.9.4 Athletic positions shall be filled in accordance with the Official Handbook of the Delaware Interscholastic Athletic Association (DIAA).

9.9.5 An employee serving in an EPER position shall not be removed from the position without just cause. However, an employee serving in an EPER position does not have a right to continue to serve in the EPER position the following school year. If an employee is not notified by July 15 that he/she will not be serving in the EPER position, the employee shall continue to serve in the EPER position for the next school year unless the employee resigns from that EPER position or is removed for just cause.

9.10 Summer School

9.10.1 A list of openings in the District's summer school programs shall be posted on the District Website by April 15. Employees who are qualified applicants shall be given first consideration for these openings. Current bargaining unit members shall be considered for summer school positions prior to outside applicants. Employees on the recall lists shall have full application rights for summer school positions and shall be considered after current employees but prior to outside applicants.

9.11 School Closings/Openings/Relocations/Non-Traditional Calendar/Restructuring Pursuant to State or Federal Law

9.11.1 Representatives of the administrative staff and the Association shall meet to determine staffing procedures and contract waivers that would be needed if any of the following occur:

- (a) the Board closes, opens, or relocates a school or a program from one (1) building to another; or
- (b) an individual school or the District decides to use a non-traditional calendar; or
- (c) the District needs to restructure a school or the District pursuant to State or federal law.

9.12 Relocation of Employees and Materials

9.12.1 If an employee is to be relocated to another site (within or to another building) for any reason other than a voluntary transfer, the District shall move such an employee's instructional materials to the employee's new teaching location after the employee is finished packing, boxing, and labeling these materials. Boxes, tape, and labels shall be provided by the District for all instructional materials. Employees shall be responsible for moving personal items and for providing moving materials for such items. The District shall pay for two (2) moving days [fifteen (15) hours at the instructional hourly EPER rate] when the employee moves to a new building. Employees shall receive pay for one (1) moving day [seven and one-half (7½) hours at the instructional hourly EPER rate] for any moves within a building that are not voluntary. These hours shall be beyond those of the normal work day and/or work year. Employees may request in writing, through the building principal with a copy to the Superintendent's designee, pay for additional moving hours for unusual situations.

9.12.2 The District shall be responsible for moving materials and school supplies necessary for the operation of District-sponsored summer school and extended school year programs.

## ARTICLE 10

### FACILITIES AND SUPPLIES

10.1 The standards set forth herein are considered to be the standards for employee facilities, and the Board shall make every reasonable effort to provide such facilities. When new buildings are designed or existing buildings are renovated, the Board shall seek staff and Association input when talking about design within the building and shall make every effort to comply with these standards.

10.2 An easily accessible communication system shall be provided so that employees can communicate quickly with the main office in the building. A communications back-up plan shall be implemented in the event of a failure of the main communications system or the loss of electricity to the building for a



sustained period of ten (10) or more minutes. A building administrator shall develop the back-up plan for his/her specific building and shall provide a copy of the plan to each employee in the building prior to the first student day of each year. A copy of all back-up plans shall be provided to the Association President and the Director overseeing facilities on or before the first student day of each year.

- 10.3 Where available, parking facilities identified for employee use shall be provided.
- 10.4 Suitable space with locks shall be provided for each employee to store coats and other personal articles. Storage space should also be made available for instructional materials and supplies.
- 10.5 Classroom windows shall have appropriate window coverings where necessary.
- 10.6 The proceeds from vending machines which are installed in any faculty lounge shall be designated for use by that school's faculty. The machines in any faculty lounge shall be serviced and maintained in the same manner as other vending machines within the school building. The faculty shall have the right to suggest the number and types of vending machines to be installed in any faculty lounge. The actual installation and determination of the types of vending machines shall be subject to administrative approval.
- 10.7 An employee work area shall be provided in each school to aid in the preparation of instructional materials. Employees shall have access to necessary duplicating equipment and services. Reasonable effort shall be made to maintain the equipment.
- 10.8 A furnished faculty lounge shall be provided in each school.
- 10.9 Accessible telephones with private lines in relatively private areas shall be provided in each building in a ratio of one (1) phone for each twenty (20) employees who do not have a telephone at their work location. There shall be at least one (1) phone in each building that is in a private area and has access to long distance and toll free numbers. In addition, a telephone shall be provided in the classroom of the President of the Association or in any area easily accessible to the President. Such telephone shall not be utilized during normal class time except in an emergency. The District shall pay for the cost of basic telephone service for such telephone.
- 10.10 A serviceable desk and chair shall be provided for the use of each employee. Each employee shall have access to a computer and printer.
- 10.11 Adequate filing space shall be provided.
- 10.12 Employee restrooms, separate from students, shall be provided in each school. These restrooms shall be cleaned and maintained daily.
- 10.13 A dining area, separate from students, for the use of all employees shall be provided in each school.

- 10.14 Employees who work in more than one (1) school building shall be assigned a work area with lockable storage space and access to a desk, chair, and computer in each school.
- 10.15 If circumstances arise so that an employee has difficulty completing his/her work assignment due to lack of access to a computer, printer, or a work location that ensures that the work assignment can be accomplished with due regard to confidentiality, then the employee shall address the issue with the building principal. The principal will contact the appropriate District Department (i.e., Facilities or Technology) to resolve the issue in a timely manner.
- 10.16 The District shall make every reasonable effort to provide equipment in good working order for use in the instructional program in each school.
- 10.17 Each principal shall make every reasonable effort to maintain an adequate inventory of materials normally required by employees in performing their jobs. Such materials shall be made available pursuant to a reasonable procedure established by the principal in each school.
- 10.18 A working clock shall be provided in each classroom and shall be maintained in good working order.
- 10.19 Classroom doors shall have working locks. Keys to assigned rooms shall be provided to staff members.
- 10.20 Zoned Printers
- 10.20.1 Each employee shall be able to print to a printer that is located in an area that maintains the confidentiality of the material that is printed.
- 10.20.2 A zoned printer shall not be located in any employee's classroom without the agreement of the employee.
- 10.20.3 An employee whose job assignment requires the handling of a significant amount of confidential material may request an individual printer at his/her work location through the building principal.
- 10.20.4 Individual printers shall be located in the work locations of three (3) Association officers, the Association Grievance Chairperson(s), and the Association Negotiations Chairperson as long as the officers are current employees of the District. The Association will be responsible for all supplies, cleaning, toner, and other user-replaceable parts. For those maintenance issues that cannot be addressed by the user, the Association officer shall contact the Department of Technology Helpdesk. The District will be responsible for replacing parts that are not user-replaceable. The Association shall be responsible for replacement of any damaged or broken equipment due to abuse or neglect.

## ARTICLE 11

### EMPLOYEE RIGHTS

- 11.1 Employees have the right to join any organization for their professional or economic improvement, but membership in any specific organization shall not be required as a condition of employment.
- 11.2 The Board and its designated representatives shall not discriminate against, interfere with, restrain, nor coerce employees in the right to organize or join or participate in lawful Association activities.
- 11.3 Employees shall not be disciplined, reprimanded orally or in writing, issued written allegations of misconduct, issued letters of concern, or reduced in pay without just cause. Any such action shall be conducted with due regard to privacy.
- 11.4 Any suspension of an employee pending the disposition of charges which could lead to termination shall be with full pay and benefits.
- 11.5 Where an employee is suspended for disciplinary reasons and that suspension is not revoked through the grievance procedure, an amount of pay equal to the employee's per diem rate of pay times the number of days of the suspension shall be deducted from the employee's pay. If an employee who is suspended for disciplinary reasons initiates a grievance relating to the suspension but leaves the employment of the District before there is a final decision on the grievance, an amount of pay equal to the employee's per diem rate of pay times the number of days of the suspension shall be deducted from the employee's last pay. If such a former employee's suspension is subsequently revoked through the grievance procedure, the District shall pay the former employee an amount equal to the amount of pay deducted from the former employee's pay as a result of the disciplinary suspension.
- 11.6 Disciplinary Meetings
- 11.6.1 When an employee is requested to participate in an interview or meeting (hereinafter referred to as a "meeting"), the employee shall be informed of the purpose of the meeting, and, if the employee reasonably believes the meeting will result in disciplinary action, the employee has the right to refuse to submit to the meeting without Association representation. However, such a meeting shall take place within one (1) work day of the time the employee is requested to participate in the meeting or at a mutually agreeable time. If the employee chooses to have Association representation, the Association representative shall be selected by the employee from a list of representatives designated by the Association.
- 11.6.2 If an employee is required to appear before the Board or an agent of the Board for the purpose of confronting the employee with allegations of misconduct and the results of such a meeting could adversely affect the employee's continued employment or salary, the employee shall, at least forty-eight (48) hours prior to the meeting, be given a written notice and specific reasons for the meeting. Both parties shall also be notified in writing at least twenty-four (24) hours prior to the meeting of any additional persons who will be present.

- 11.6.3 Association representation may be requested prior to or at any point during a meeting. If the employee requests representation, the employer shall, if needed, postpone the meeting for a reasonable period of time [no later than one (1) work day] in order for the employee to secure representation of his or her choice from the designated Association representative list.
- 11.6.4 The provisions of 11.6 shall not apply to work area conversation such as providing instructions, training, or suggestions to improve work techniques. However, any such conversation shall take place with due regard to privacy.
- 11.7 Parent Conferences
- 11.7.1 When a parent desires a conference with an employee, the employee shall schedule the conference at a mutually agreeable time. However, in all events such a conference shall be scheduled within one (1) week of the parent's request for such a conference. When a parent indicates a desire to attend such a conference with a community/legal representative, the employee may agree to meet with the parties or choose to advise the principal, who shall then be responsible for scheduling and attending such a conference with the employee. The employee may bring an Association representative to such a conference. The employee should notify the principal of the intent to bring an Association representative to such a conference.
- 11.7.2 An employee shall have the right to request an administrator's presence at any parent conference the employee believes could become volatile. If an administrator is not present during the conference, the employee may terminate the conference if the conduct or language of the parent becomes foul or abusive. The conference will be rescheduled at a mutually agreeable time when an administrator can be present.
- 11.7.3 Participation in parent conference(s) scheduled away from the employee's home school shall be voluntary, and the building administrator shall be on site at the selected location during the conferences. In the absence of the building administrator, another District administrator shall substitute at the selected site.
- 11.7.4 If an employee volunteers to hold conferences outside of the normal work day as approved by the building principal, the employee shall receive time off on a scheduled conference day equal to the amount of time spent holding the conferences outside of the normal work day. An administrator shall be on site during those conferences scheduled outside of the normal work day.
- 11.7.5 The Association and the District recognize that devoting time to proactively and effectively communicate with families is essential for the educational process. Education requires a partnership between families and teachers that can only be built through good communication. Good communication must be prompt in responding to problems, courteous to earn respect, frequent to foster relationships, and flexible and innovative to encourage involvement.
- 11.8 When a parent/community member wants to visit an employee's classroom, the employee shall schedule the visitation at a mutually agreeable time. The employee may terminate the visitation if the conduct of the parent/community member interferes with instruction or disrupts the classroom environment. An employee has the right to request that an administrator be present during the visit.

11.9 Grades

- 11.9.1 Employees shall have the responsibility for determining grades within the grading policy of the District. As per Title 14, Chapter 41, Section 4132 of the Delaware Code, only the employee or the Superintendent shall change a grade.

When the Superintendent receives a request from a student or parent to change a grade, the Superintendent shall consult with the employee who determined the grade if the employee is available within a reasonable amount of time. If a grade is changed by the Superintendent, the employee shall, as soon as possible, be informed of the change and shall also be informed that the employee has a right to file a disclaimer of responsibility for the grade. A District Grade Change Notification Form (Appendix 1-C) shall be sent to the employee regarding the grade change. This form shall contain information as to the reason for the change and a request for the employee's approval or disapproval of the change. The employee's reply must be returned to the Superintendent within five (5) days of the employee's receipt of the form, with the employee's approval or disapproval noted, and, if the employee desires, the reason(s) for the agreement or disagreement with the change. A copy of the form may be retained by the employee. Whenever any grade change appears, it shall be signed by the Superintendent with his/her position also listed.

- 11.9.2 Interim grades shall be required only once per marking period and shall be given to all students. Elementary specialists shall only send an interim report if there is an area of concern. All employees shall have three (3) work days from the close of the last day of the interim report period to input grades into the electronic grading system used by the District. The electronic grading system shall not be locked down until 7:00 a.m. of the fourth work day from the close of the last day of the interim report period.

- 11.9.3 All employees shall have three (3) work days from the close of the last day of the marking period to input grades into the electronic grading system used by the District including fourth marking period grades for seniors. Principals may request only the final grades for seniors in danger of failing a course prior to this three (3) day timeline. The employee shall have until the next school day after the last exam is given to comply with such a request. The electronic grading system shall not be locked down until 7:00 a.m. of the fourth work day from the close of the last day of the marking period.

- 11.9.4 The District and the Association shall maintain an ongoing Grade Reporting Committee for the purpose of reviewing grade reporting practices within the District. The Committee shall meet by September 15 of each school year. The Committee shall consist of two (2) employees per grade configuration as appointed by the Association President and other members as appointed by the administration.

- 11.10 The personal life of an employee shall not concern the Board unless the employee's away from school conduct has a direct impact upon the employee's job performance.

- 11.11 The principal in each building shall, prior to the first student day, provide in writing to all employees guidelines to be used when an administrator is out of the building. These guidelines shall specify the appropriate procedure to be used in emergency situations and in cases of student discipline problems.

- 11.12 An employee shall receive at least twenty-four (24) hours prior notification of students being added to or removed from the employee's class. Information relevant to staff and student safety shall be provided unless prohibited by law.
- 11.13 The principal in each building shall, prior to the first student day, provide in writing to all employees the building evacuation and crisis plans to be used. The plans shall specify the appropriate procedures to be used in emergency situations (including temperature conditions). These plans shall be updated annually prior to the start of school. Appropriate training or drills shall be provided in each building.
- 11.14 Building budgets shall be made available to all employees within the building by October 30.
- 11.15 The District recognizes a need to protect employees from academic or instructional censorship. Employees must use District-approved curriculum materials as the primary resource for instruction. However, the District encourages employees to supplement District-approved curriculum materials by utilizing other resources they deem necessary for the performance of their educational assignment. Employees shall have the freedom to present material which reflects the diversity of ideas present in a pluralistic society, provided that the material is relevant to the course and is presented objectively and impartially.
- 11.16 The procedures for making a complaint of harassment/bullying by employees and procedures for investigating and responding to complaints of harassment/bullying made by employees shall be posted on the District Website. The procedure for making a complaint of harassment/bullying and the timelines for investigating and responding to complaints of harassment/bullying are placed at the end of this Agreement as Appendix 1-D.

## ARTICLE 12

### RIGHTS OF THE PARTIES

#### 12.1 Board Rights

- 12.1.1 The Board retains all powers, rights, authority, duties, and responsibilities vested in it by the laws and the Constitution of the State of Delaware and of the United States, including, but without limiting the generality of the foregoing, the right to:
- (a) manage and administer the District, its facilities, and the work activities of its employees;
  - (b) determine the educational policies of the District, including the selection of curriculum and the creation or discontinuation of programs;
  - (c) hire employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment; and
  - (d) dismiss, demote, promote, place, transfer, and assign employees.

- 12.1.2 The exercise of the Board's powers, rights, authority, duties, and responsibilities shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms of this Agreement are consistent with the laws and the Constitution of the State of Delaware and of the United States.
- 12.2 Association Rights
- 12.2.1 The Board agrees to make available to the Association all information, reports, and budgets which are available to the public and shall, upon written request, make available to the Association other statistics, information, and records necessary for negotiations. Information shall be provided in a timely fashion.
- 12.2.2 The Association shall have the right to use school buildings for Association business on the same basis as other school-affiliated organizations in accordance with District policy.
- 12.2.3 The Association may use the school office and District inter-office mail system and bulletin board space designated by the principal for posting notices in areas readily available to employees and assigned for the dissemination of information by means of notices, circulars, or other similar materials pertaining to Association business subject to the following conditions:
- (a) the material must identify clearly the individual(s) and/or organization responsible for the information contained therein;
  - (b) a copy of the material for general distribution shall be given to the principal prior to or at the time of posting or dissemination in that building. If the material is to be distributed or posted system-wide, a copy shall also be furnished to the Superintendent prior to or at the time of posting or dissemination; and
  - (c) the use of the mail system and bulletin boards may not interfere with the normal business of the school.
- 12.2.4 Copies of current Board Policy and the Board minutes (agenda) shall be mailed to the officers of the Association and to each building as soon as they are made available to the Board. The Association may also pick up such materials at the District's Administrative Office as soon as they are made available. The Association shall provide the Board copies of its Bylaws and a current roster of its elected and appointed officials. The Board shall provide, upon request of the Association, a current table of administrative organization with names.
- 12.2.5 The Association representative within each building shall have the right to speak to employees before or after regularly scheduled faculty meetings if the representative notifies the principal.
- 12.2.6 The Association shall have the right to use on school premises office and A-V equipment as designated by the principal when not otherwise being used. The Association shall pay for the cost of materials and supplies. The Association also agrees that it shall pay for the repair or replacement of equipment damaged during such use as a result of misuse or abuse of such equipment as opposed to breakdowns resulting from normal wear and tear.

- 12.2.7 Accredited representatives of the Local, State, and National Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt the District's program. The Association representative shall obtain approval of the principal or other person in charge of the building which the representative is visiting by reporting to the office. Such approval shall not be unreasonably withheld.
- 12.2.8 Whenever, by mutual agreement of the parties, any employees participate in negotiations during working hours, such employees shall suffer no loss in pay nor shall they be required to make up the time lost.
- 12.2.9 The District shall make every effort to include Association representation on District-level committees related to educational issues. Association representatives shall be appointed by the Association President.
- 12.2.10 The Association President shall have the right to appoint a representative to serve in an advisory capacity on any federal- or State-mandated school improvement committee. The appointed representative shall be notified in writing of all meetings.
- 12.2.11 Association Release Time
- 12.2.11.1 The District shall provide a total of twenty-five (25) days per year for Association activities, coded in the attendance system as "Union Business," to employees designated by the Association President. Use of such days shall be upon twenty-four (24) hours notice to the Superintendent and building administration. If the Association uses less than twenty-five (25) of these release days in a school year, the Association may carry over up to five (5) release days into the next school year. The Association shall reimburse the District for all substitute costs associated with the employee's absence from his/her work assignment for internal Association business.
- 12.2.11.2 In addition, the Association President shall receive one (1) day per month, to be coded in the attendance system as "Paid Leave," when it is necessary to meet with District administration upon the District's request.
- 12.2.11.3 Association release days may be taken as a full work day or as one-half (1/2) of a work day and shall be coded in the attendance system as "Union Business."

## ARTICLE 13

### EMPLOYEE-ADMINISTRATION LIAISON

- 13.1 Building Liaison Committee
- 13.1.1 Association representative(s) shall normally meet on a monthly basis with the principal to review and to discuss school problems and practices. The Association representative(s) and the administration shall exchange agendas at least twenty-four (24) hours in advance of the normal monthly meeting.



- 13.1.2 This committee shall consist of one (1) member for every twenty (20) (or major fraction thereof) employees in the building, but in all events shall consist of at least two (2) employees in the building. The principal may invite other administrators and/or staff members, not to exceed (inclusive of the principal) the number of Association representatives on the liaison committee. If mutually agreed, the parties may invite such other people as they feel necessary.
- 13.2 District Liaison Committee
- 13.2.1 The Association President and at least two (2) additional representatives shall meet with the Superintendent and other individuals of his/her choice on a monthly basis in order to discuss the administration of this Agreement and other concerns which affect employees. However, a concern brought from an individual building must first have been brought to the attention of the building principal. If requested by the Superintendent, the Association will show how it has attempted to resolve the issue with the building principal before the matter is pursued by the District Liaison Committee. The Association President and the Superintendent shall exchange agendas at least three (3) work days in advance of the normal monthly meeting. This agenda should provide details that will enable parties to gather relevant data for response. If either party fails to provide such an agenda in a timely fashion, the party that did not receive the agenda in a timely fashion may postpone or cancel the meeting. If mutually agreed, the Association and the administration may invite such other people as they feel necessary, schedule additional meetings, or discuss items which are not on the agenda.
- 13.2.2 Issues which are the subject matter of a grievance shall not be considered during the meeting.

## ARTICLE 14

### STUDENT BEHAVIOR MANAGEMENT

- 14.1 Each employee shall receive a current copy of the Code of Student Conduct. Whenever any change in the Code is made during the school year, each employee shall receive a Code insert reflecting the change.
- 14.2 Disruptive Students
- 14.2.1 Disruptive students shall be dealt with as prescribed by law (Title 14, Chapter 7, Section 701 of the Delaware Code) and/or the Code of Student Conduct.
- 14.2.2 When a student's behavior becomes intolerable or detrimental to other students, the employee shall notify the office and direct the student to an area designated by the administrator. No employee's classroom shall be used as a place to send disruptive students for disciplinary reasons or as a holding area for unsupervised students unless mutually agreed upon. As per Title 14, Chapter 7, Section 701 of the Delaware Code:

When a student is removed from a classroom or school-sponsored activity, the principal or the principal's designee

and the removing teacher shall determine if and when a student may be readmitted to the classroom or school-sponsored activity. If the teacher and principal or principal's designee cannot agree, the Superintendent or the Superintendent's designee shall make the determination.

The discussion between the principal and the employee regarding the return of the student to class or the activity shall take place with due regard to privacy.

The employee shall provide the principal with a verbal reason for the removal of the student at the time the student is sent to the principal. The employee shall provide a more complete report to the principal by the end of the work day using the Student Behavior Referral Form (Appendix 1-E). The principal shall, within three (3) work days, inform the employee as to what action was taken by completing and returning to the employee the Student Behavior Referral Form.

The Student Behavior Referral Form shall also be used to report violations of the Code of Student Conduct. The principal shall, within three (3) work days, inform the employee as to what action was taken by completing and returning to the employee the Student Behavior Referral Form.

- 14.2.3 After employee interventions have proven unsuccessful in modifying student behavior, the employee may request a conference with the appropriate administrator and other appropriate staff members to discuss student behavior modification options which may include the removal of the student from class for the remainder of the year. If the administrator denies the request for the conference, the administrator shall provide reasons to the employee in writing.
- 14.2.4 Copies of all discipline reports can be found in the student's cumulative file. Employees shall have access to the records of students in accordance with applicable laws.
- 14.3 Assault or Offensive Touching of Employees/Terroristic Threatening
- 14.3.1 The District shall comply with the mandates outlined in Title 14, Chapter 41, Section 4112 of the Delaware Code and any other pertinent State laws. The Superintendent's designee shall, within twenty-four (24) hours of receiving an incident report, send a redacted copy of the report to the Association President. The Association President shall be given the name of the designee by August 15 of each year.
- 14.3.2 The principal shall make every effort to see that a student who assaults, offensively touches, or makes a terroristic threat against an employee is not reassigned to that employee's class.
- 14.4 An employee may, within the scope of employment, use and apply such amount of force as is reasonable and necessary as defined in Title 11, Chapter 4, Section 468 of the Delaware Code. That Section (Use of force by persons with special responsibility for care, discipline or safety of others) can be found in the appendices of the Code of Student Conduct.

## ARTICLE 15

### CHANGES IN BOARD POLICY OR ADMINISTRATIVE REGULATIONS

In order to provide the District with the information necessary for effective decision making, the District shall solicit input from the Association. When any change is proposed to a Board policy or administrative regulation on student discipline, grading, promotion, and graduation, the Association shall be provided a copy of the proposed changes and rationale for the proposed changes. The Association shall then have at least fourteen (14) calendar days within which to review the proposed changes and submit its comments and recommendations to the Board Policy Review Committee with a copy to the Superintendent.

## ARTICLE 16

### EMPLOYEE OBSERVATION AND EVALUATION

- 16.1 Evaluation of an employee shall be in accordance with the Delaware Performance Appraisal System II-R (DPAS II-R) or any successor State-mandated system.
- 16.2 An employee may suggest alternate or additional times for formal observation because of classroom activities. No formal observation shall occur the day before or after a vacation of more than one (1) day.
- 16.3 If a written evaluation of an employee's performance in an Extra Pay for Extra Responsibility position is prepared, such an evaluation shall be separate from the evaluation of the employee's performance of his/her other responsibilities.
- 16.4 An employee may grieve an alleged violation of a procedural requirement of the Delaware Performance Appraisal System II-R or any successor State-mandated system.
- 16.5 During the life of this Agreement the District shall use the performance appraisal categories set forth in the Summative Evaluation Form of the Delaware Performance Appraisal System II-R or any successor State-mandated system.
- 16.6 Observations shall be completed no later than May 15 of each school year. All Formative Feedback and Summative Evaluation Forms shall be completed at least ten (10) work days prior to the last employee work day of the school year.
- 16.7 If an employee is notified that an improvement plan will be developed, the administrator shall inform the employee in writing that he/she may have an Association representative at the meeting. Upon satisfactory completion of the improvement plan, the evaluating administrator shall indicate that in writing on the improvement plan with a copy to the employee.
- 16.8 Unless established as part of an improvement plan created through the Delaware Performance Appraisal System II-R process, nothing observed during a walkthrough shall appear in any Formative Feedback or Summative Evaluation Form.

## ARTICLE 17

### PERSONNEL FILES

- 17.1 Official employee personnel files shall be maintained in the District Department of Human Resources.
- 17.2 Employees shall have the right to review their personnel file at a time mutually agreeable to the employee and the Director of Human Resources. In any event, such review shall take place within seven (7) calendar days of the employee's request.
- 17.3 An employee may have a representative present during such review; however, the personnel file shall not be taken from the office by the employee and shall be examined in the presence of an employee of the Department of Human Resources.
- 17.4 An employee may receive copies of documents filed in the employee's personnel file. Once the employee has received one (1) free copy of up to ten (10) individual pages, the employee shall be charged 25¢ per copy for each additional page.
- 17.5 Any document relating to employee performance which an employee has not been given the opportunity to sign shall not be placed in the employee's personnel file. Any document prepared by a supervisor relating to employee performance which the employee has not been given the opportunity to sign shall not be used in any proceeding against the employee. The employee's signature shall only indicate that the document has been received by the employee and in no way indicates agreement with its content.
- 17.6 The employee shall have the right to comment upon any material filed, and the comments shall be attached to the file copy. However, such comments shall only become part of the file if they are submitted by the employee within fifteen (15) work days of the signed receipt by the employee of materials relating to the Delaware Performance Appraisal System II-R process and within fifteen (15) calendar days for all other material maintained in the personnel file.
- 17.7 The following items shall be placed in the personnel file of an employee who is laid off:
- (a) A letter from the Board stating that the reason for layoff was because of a reduction in educational services and/or a decline in enrollment; and
  - (b) Correspondence to the Board from the employee relating to the layoff.
- 17.8 Anyone who reviews an employee's personnel file, other than staff employed in the Department of Human Resources, shall sign and date a form to be prepared by the Department of Human Resources. This form shall be placed in the employee's personnel file.
- 17.9 An employee may request that documents the employee deems to be unfavorable be removed from the employee's personnel file. Such a request shall be in writing and shall be submitted to the Director of Human Resources. The

Director of Human Resources shall respond in writing within twenty-one (21) calendar days of the receipt of the request. If the request is granted, such documents shall be removed from the employee's personnel file. The Director of Human Resources' decision as to whether documents shall be removed from the employee's personnel file is not subject to the grievance procedure.

- 17.10 Copies of commendations issued to an employee by the Board or administrative personnel shall be placed in the employee's official personnel file. An employee may request additional items of recognition be placed in his/her file at the discretion of the District.

## ARTICLE 18

### DEDUCTION FROM SALARY

- 18.1 The Board shall provide payroll deductions for, but not limited to:
- Association Unified Membership Dues
  - Tax Sheltered Annuities
  - United Way
  - State Life Insurance
  - Savings Bonds
  - Credit Unions
  - Employee Benefit Premiums
  - Association Service Fee
- 18.2 Deductions beyond those stipulated above shall be pursuant to law or at the discretion of the Board.
- 18.3 Deductions for the continuous Association Unified Membership Dues (hereinafter "dues") shall be made in twenty-two (22) nearly equal pay period installments except for those employees who start after the beginning of the school year, in which event their deductions shall be prorated over their remaining pay periods up to and including the State's 22<sup>nd</sup> pay of the work year.
- 18.4 Association Service Fee
- 18.4.1 All employees in the bargaining unit for more than thirty (30) days who are not, who do not become, or who do not remain members shall, during such period of non-membership, pay to the Association a service fee determined by the Association.
- 18.4.2 Any regular employee in the bargaining unit prior to June 30, 1997, shall be exempt from 18.4.1 unless the employee is currently a member of the Association or becomes a member of the Association.
- 18.4.3 The District agrees to deduct a service fee from applicable employees according to State and federal laws. The bi-weekly deduction shall be transmitted to the designee of the Association consistent with current practice and State payroll procedures.

- 18.5 The District shall, on a bi-weekly basis, transmit to the Association two (2) checks to cover the dues, if permitted by the State.
- 18.6 The Association shall transmit to the District copies of the continuous payroll deduction authorization forms properly signed by new enrollees.
- 18.7 If, for any reason except those approved by the Association in writing, an employee's service (employment status) as a member of this bargaining unit is terminated, the District shall deduct from the employee's last paycheck all Association's dues owed to the Association under the employee's dues deduction authorization form. An employee who is transferred or promoted from a bargaining unit position to a position outside the bargaining unit shall only be liable for dues until the end of the semester in which the employee was transferred. Such an employee shall not be liable for the accelerated payment of dues.
- 18.8 The employee shall contact the Benefits and Compensation Services Department if the payroll deductions designated by the employee are not promptly transmitted to the designated agent.

## ARTICLE 19

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 19.1 Where curriculum improvement or professional development activities occur beyond the normal work day, employees required to attend the activity shall be compensated at a rate equal to or higher than the State rate for that activity (or State in-service credit if available).
- 19.2 In the event an employee requests and is granted an assignment which requires additional certification, the cost of the course work for such additional certification shall be borne by the employee.
- 19.3 If the Board requires an employee to take any course or to attend any workshop or conference or in the event of involuntary transfer or reassignment requiring additional certification or highly qualified status, the Board shall pay the full cost of tuition and necessary expenses as follows:
- 19.3.1 Travel by private vehicles shall be reimbursed at the State mileage rate plus tolls if applicable. Travel by commercial carriers shall be coach class or the equivalent thereof except that the Board may approve other than coach class on an ad hoc basis;
- 19.3.2 Reimbursement for meals and lodging shall be at the rate established or approved by the Board; and
- 19.3.3 Where travel, meals, and lodging are approved and the employee elects to commute, such reimbursement shall be no greater than the cost of round trip transportation, meals, and lodging.

- 19.4 If an employee is involuntarily assigned to a position that requires highly qualified status, the District shall reimburse the employee for the cost of the PRAXIS upon successful completion.
- 19.5 Alternative financial arrangements to those set forth herein shall be by mutual agreement of the Board and the employee.
- 19.6 Personalized In-service Program (PIP)
- 19.6.1 Any employee hired after February 1 of the current school year need not complete the PIP requirement for that school year. However, for each year of employment thereafter, the employee must complete the PIP requirement. All other employees must complete the PIP requirement as outlined in this Agreement.
- 19.6.2 Each year employees shall be able to substitute seven (7) hours of professional development credit for courses and/or activities outside of work hours for the October in-service day as designated by the District calendar. Such professional development activities shall include, but are not limited to, District and school offerings, conferences, programs sponsored by the Delaware Teacher Center, individual projects, building or District committees, etc. Professional development activities shall be selected by the employee, reviewed by the building principal, and approved by the designated District administrator.
- 19.6.3 The District and the Association shall jointly establish a PIP Committee by September 15 of each school year to define acceptable professional development activities and hear appeals if credit for an activity is denied. The Committee shall consist of three (3) employees appointed by the Association and three (3) members appointed by the District. Any disputes shall be resolved by the District administrator responsible for professional development.
- 19.6.4 PIP hours for any work year must be completed between July 1 and June 8 of the same fiscal year for employees working in a balanced calendar school or June 15 of the same fiscal year for all other employees. Within two (2) days (not including weekends and holidays) following the June 8 or June 15 deadline, the District administrator responsible for PIP shall receive all required PIP documents.
- 19.7 Trade-in Days
- 19.7.1 Employees shall be able to substitute seven (7) hours of professional development activities offered by the District or performed by the employees beyond the work day or work year for the professional development day scheduled on the Wednesday before Thanksgiving and seven (7) hours for one (1) other professional development day scheduled during the work year designated on the official District calendar approved by the Board. The hours must be completed and documented to the appropriate District administrator on or after July 1 and before the specific professional development day. In order to substitute professional development hours for both professional development days, the employee must perform fourteen (14) hours of professional development activities beyond the work day or work year.

19.7.2 Employees who have not completed and documented the full seven (7) hours for a particular professional development day prior to the professional development day must participate in the District professional development activities scheduled for that day.

19.8 Professional Development Activities

19.8.1 The District/building administrator shall seek staff and Association input when planning professional development activities.

19.8.2 Each employee who participates in a District/building-level professional development activity shall be given an opportunity to evaluate that activity. The evaluation form shall be developed at least two (2) weeks prior to the professional development activity by Association representatives appointed by the Association President and District representatives. Evaluation results shall be available to the Association within two (2) weeks of the professional development activity.

ARTICLE 20

CLASS SIZE

20.1 Student/teacher ratio is an important part of an effective educational program. The following criteria, among others, shall be used to determine class size:

- (a) The capacity of the teaching facilities and the number of adequate teaching stations and student stations in a room;
- (b) The appropriateness of the room to the content of the course or purposes to be served, the methods to be employed, and the special needs of the students;
- (c) The conditions which may affect the health, safety, and effective supervision of the students;
- (d) The availability of sufficient books, supplies, and equipment;
- (e) The needs in any given room must be balanced against the needs in all rooms in the building.

20.2 When class size for employees within the classroom or case loads for employees outside of the classroom becomes a concern to the employees, the employees are encouraged to call this to the attention of the building principal through the complaint procedure.



ARTICLE 21

SALARIES AND EMPLOYEE BENEFITS

21.1 Salaries

21.1.1 The salaries of all employees covered by this Agreement shall be the salaries paid by the State plus a supplement from District funds in the amounts set forth in Schedules A-1, A-2, and A-3 which are attached hereto and made a part hereof. The District agrees to the following percentage increases on the local supplement from the previous school year:

2011-12	0%
2012-13	2%
2013-14	2%

Each employee shall be provided with a written record of his/her annual salary by October 1 of each school year. Newly hired employees shall receive written notification of verified salary information.

21.1.2 All State salary increases, including bonuses and cost of living supplements, shall be passed on to all employees unless contrary to law.

21.1.3 Employees shall receive a \$300 longevity increment beginning the 18<sup>th</sup> year of credited experience. Employees shall receive an additional \$450 longevity increment beginning the 21<sup>st</sup> year of credited experience and an additional \$650 longevity increment beginning the 26<sup>th</sup> year of credited experience. Such increments shall become a permanent part of the employee's salary and shall be paid each year thereafter.

21.1.4 Upon successful completion of the National Board Certification requirements, an employee shall receive \$2,500 as support toward the application fee. Upon successful completion of the National Board Recertification requirements, an employee shall receive \$1,150 as support toward the recertification fee. There shall be no limit on the number of employees who receive these amounts. Employees may use two (2) professional days to complete the requirements for National Board Certification or Recertification.

21.1.5 Employees who work in the city of Wilmington and are required to pay the city of Wilmington wage tax shall receive a \$300 supplement as long as they continue to be subject to the city wage tax. This amount shall increase to \$325 in the 2012-13 school year. The supplements shall be paid in equal installments over the school year.

21.1.6 An employee who is required to continue beyond the regular school year, such as those in State-authorized special school programs, shall be compensated at the employee's per diem rate of pay.

21.1.7 Employees who elect to work beyond the regular school year shall be compensated at the instructional hourly EPER rate. The rate of pay for summer school and summer camps shall be determined by the District.

21.1.8 Secondary teachers who are assigned less than five (5) classes shall be compensated using the following schedule:

1 class	.2 of District salary supplement
2 classes	.4 of District salary supplement
3 classes	.6 of District salary supplement
4 classes	.8 of District salary supplement

21.1.9 The employee shall receive the stipend paid by the college for the supervision of a student teacher or method student.

21.1.10 Employees providing homebound instruction shall receive the rate of pay provided for by the State.

21.1.11 Employees who may be required to use their own vehicles in the performance of their duties shall be reimbursed for such required travel at the rate provided by the Delaware Code.

21.1.12 A payment of \$1,000 shall be made to an employee who gives written notification of his/her retirement for the following school year if the notification is received by the Director of Human Resources prior to January 1 of the current school year. The payment will be made in the employee's final paycheck.

21.1.13 All employees hired on or after January 1, 1996, and employees hired prior to that date who select the option, shall have their paychecks deposited to their accounts by the State Treasurer in any bank which agrees to accept such deposits in accordance with procedures established by the District.

21.1.14 The Board shall make checks available to employees on the day designated by the State or within twenty-four (24) hours of receipt by the District, whichever is later. A notice will be posted in faculty rooms and near faculty mailboxes at least one (1) week in advance detailing the procedure to be used in each building when the payroll distribution is scheduled for a day when classes are not in session.

21.1.15 Deans of Students

21.1.15.1 Deans of students shall receive an additional annual stipend for additional responsibilities performed beyond the in-school work day as follows:

Elementary Schools	\$4,500
Middle Schools	\$5,062
High Schools	\$5,624

21.1.15.2 Deans of students may be required to work beyond the regular school year. Up to ten (10) additional days will be at the discretion of the building principal. Any days above ten (10) must be approved by the Superintendent. Under no circumstances will the total days worked beyond the regular school year exceed seventeen (17). The rate of pay for these additional days shall be the employee's per diem rate of pay.

21.2 Benefits

21.2.1 Employees eligible to receive Blue Cross/Blue Shield/HMO or other qualified medical coverage provided by the State through participation in the State of Delaware Group Plan shall receive a local supplement to cover the cost of such coverage up to \$148.00 monthly.

In the event that the total cost of coverage exceeds the amount provided to an employee through the State Plan and through the local supplement provided above, such employee shall have the option of paying the difference either by using the stipend (21.2.2) or by payroll deductions. In no case will the District's local contribution exceed the maximum limit stated above except that the District shall also pay an amount equal to the premium for Blue Cross/Blue Shield Basic Plan, employee only, for new hires during the ninety (90) day waiting period for State benefits.

21.2.2 Full-time employees shall receive a stipend of \$1,800 as of July 1 of each year toward the purchase of local benefits listed in 21.2.3.

21.2.3 Employees shall be permitted to select among the following local benefits, the costs of which shall be paid in whole or part by the stipend in 21.2.2. Any additional costs of local benefits selected by an employee shall be by payroll deduction.

- Life Insurance
- Disability (Income Protection)
- Dental Care
- Blood Bank
- Prescriptions
- Vision

21.2.4 Employees who work half-time or more, but less than full-time based on the normal week set forth for this bargaining unit, shall receive one-half (½) of the Board stipend set forth in 21.2.2.

21.2.5 The benefit plan set forth above shall be made operable as a result of bid proposals which are developed and evaluated by a committee appointed by the Superintendent and consisting of Association, administrative, and other "employee group" representatives.

21.2.6 Employees shall continue to receive existing carrier-provided employee benefits insofar as they remain available. If a benefit is cancelled, the parties shall meet to negotiate an alternate employee benefit equal to the employee benefit that was cancelled.

21.2.7 A regular employee who is reduced in force or terminated at the end of the work year shall continue to receive State and local benefits until August 31 of the year in which he/she is reduced in force or terminated.

21.2.8 Tuition Reimbursement

21.2.8.1 The Board agrees to pass on to employees State funds received by the District for the purpose of tuition reimbursement. The Board is not a guarantor of the level of funding provided by the State.

21.2.8.2 For the 2011-12 school year, the District shall provide \$75,000 to be added to State funds for tuition reimbursement. Distribution of these funds shall be as follows:

\$55,000 will be added to the State tuition funds for reimbursement of courses taken during the summer and fall semesters. Any funds not expended will be added to the funds available for spring semester courses.

\$20,000 will be added to the State tuition funds for reimbursement of courses taken during the spring semester. Any funds not expended will be used for reimbursement of courses taken in the summer or fall semesters that were not fully reimbursed as part of the initial six (6) credit hours.

Should funds still remain, monies will be used for reimbursement of courses taken in excess of the initial six (6) credit hours - third course for all candidates, fourth course, etc.

Any funds still remaining will be added to the tuition reimbursement funds for the following school year.

For the 2012-13 school year, the District shall provide \$80,000 (\$60,000 for the summer and fall semesters and \$20,000 for the spring semester). For the 2013-14 school year, the District shall provide \$85,000 (\$60,000 for the summer and fall semesters and \$25,000 for the spring semester). The distribution of these funds shall be done in the same manner as stated above except for the difference in dollar amounts.

21.2.8.3 The District shall make every effort to reimburse at least six (6) credit hours per employee per year. If there are funds remaining, the District shall offer reimbursement for courses beyond the six (6) credit hours per year. The Association President shall receive a copy of the worksheets showing the tuition reimbursement payments within two (2) weeks of the February 15 and June 15 payments.

21.2.8.4 Tuition reimbursement payments must be in accordance with the procedure prescribed by State law. The requirements, procedures, and application form can be found in Appendix 1-F.

21.2.8.5 The formula for tuition reimbursement payments shall be applied to all eligible participants.

21.2.8.6 Applications shall be available in each school's main office and on the District Website.

### 21.3 Extra Pay for Extra Responsibility (EPER)

#### 21.3.1 Annual EPER

21.3.1.1 The District and the Association shall maintain an Annual EPER Committee to address issues regarding annual EPER positions. The Committee shall consist of eighteen (18) employees appointed by the Association President [twelve (12) secondary and six (6) elementary] and eighteen (18) Committee members

appointed by the District including the Director of Human Resources and other appropriate District administrative representatives. The Committee shall meet at least annually during February and shall:

- (a) Review job descriptions and responsibilities;
- (b) Recommend the minimum parameters of each position; and
- (c) Recommend the annual EPER positions and rates of pay.

The Committee's recommendations are to be given to the Association Negotiations Chairperson and the Director of Human Resources for consideration by the bargaining teams. Job descriptions may be modified between meetings of the Annual EPER Committee by mutual agreement of the parties representing the Association and the District.

- 21.3.1.2 The salaries of all annual EPER positions are set forth in Schedule B which is attached hereto and made a part hereof.
- 21.3.1.3 Should a position on Schedule B receive a lower amount of pay than would have been received under the 2004-05 Schedule B-1, the position shall continue to be paid pursuant to the 2004-05 Schedule B-1 until the current employee vacates the position or the amount paid under Schedule B is greater than the amount on the 2004-05 Schedule B-1.
- 21.3.1.4 Prior to accepting an extra responsibility position, the employee shall be provided with a written list of the responsibilities of the extra responsibility position. Payment for extra responsibility shall be made within thirty (30) calendar days of the last scheduled activity for the extra responsibility position. However, if within ten (10) calendar days after the last scheduled activity the supervising principal submits to the employee a written list of the responsibilities of the extra responsibility position which have not been completed, payment shall be made within thirty (30) calendar days of the completion of the responsibilities which appear on the list.
- 21.3.1.5 Payment for a year-long extra responsibility activity shall be made in three (3) installments in November, February, and June. However, if within seven (7) calendar days of the last work day of the school year the supervising principal submits to the employee a written list of the responsibilities of the extra responsibility position which have not been completed, the June payment shall be made within thirty (30) calendar days of the completion of the responsibilities which appear on the list.
- 21.3.1.6 An extra responsibility position shall be any responsibility assignment which normally takes place beyond the in-school work day and which is listed in Schedule B of this Agreement.
- 21.3.1.7 Credit on the EPER salary schedule shall be granted for similar experience within the State of Delaware.

21.3.1.8 If an employee is not in an annual EPER position for the entire year or season, his/her EPER salary shall be prorated according to the following formulas:

Year-long position:  $\frac{\text{Annual EPER rate}}{188} \times \text{Number of days in the position}$   
(based on a 5 day work week)

Seasonal position:  $\frac{\text{Annual EPER rate}}{\text{Number of days from start of activity to end of activity (based on a 5 day work week)}} \times \text{Number of days in the position}$   
(based on a 5 day work week)

21.3.1.9 If an annual EPER position is shared by two (2) or more employees, the EPER salary shall be divided equally between or among the employees.

### 21.3.2 Hourly EPER

21.3.2.1 Employees engaged in approved activities beyond the work day or work year shall receive hourly EPER according to the following definitions and rates:

(a) Instructional (Rate: \$30.00 per hour):

Any activity being performed before or after the normal work day and approved by the building principal that requires performing the same or similar actions or activities that would fall into the job description of the employee's major assignment with the District but which is not being performed to complete the requirements of the employee's major assignment; and/or

Any activity being performed before or after the normal work day and approved by the building principal that requires providing direct instruction to an individual student or a group of students to increase student performance in a core course or courses provided in a school year; and/or

Any activity being performed before or after the normal work day and approved by the building principal or District Office administrator that requires imparting information or knowledge directly to a group of employees that can be characterized as professional development for those employees

(b) Non-Instructional:

Any activity being performed before or after the normal work day and approved by the building principal or District Office administrator that does not require imparting information or knowledge directly to an individual student or a group of students or to a group of employees for professional development

(1) Category 1: Any activity that requires specific training and/or expertise (Rate: \$22.50 per hour)

- (2) Category 2: Any activity that does not require specific training and/or expertise (Rate: \$15 per hour)

21.3.2.2 The responsibilities falling under each hourly EPER category shall include, but are not limited to, the following activities:

(a) Instructional:

Advancement via Individual Determination (AVID) Coordinator  
After School Activities Coordinator [one (1) per elementary building]

Athletic event – nurse

Councils [one (1) paid employee per building per meeting of any subject matter council but other employees may attend for PIP/Trade-in hours or hours for recertification if accepted by the State]

Detention supervision if tutoring/academic support is provided

Positive Behavior Support (PBS)/Responsive Classroom Facilitator

Singapore Math Coordinator [one (1) per elementary building]

Student Achievement Coordinator [one (1) per building for a maximum of forty (40) hours per work year]

Test Coordinator [one (1) per building with less than five hundred (500) students and two (2) per building with five hundred (500) or more students – paid for a maximum of forty (40) hours per work year]

(b) Non-Instructional – Category 1:

Athletic event – clock/timer/starter/football chain crew

Athletic event – scoreboard/scorebook/security

Athletic event – ticket seller

Detention supervision if only monitoring/supervising

(c) Non-Instructional – Category 2:

Parking coordinator

Ticket taker

Traffic director

The form for requesting payment for an hourly EPER activity can be found in Appendix 1-G.

## ARTICLE 22

### TIME REQUIREMENTS

- 22.1 The in-school work year for employees shall be as prescribed by State law.
- 22.2 The number of work days may be extended two (2) additional days for new employees for the purpose of orientation and in-service education.
- 22.3 Employees shall not be required to "clock in or out" but may be required to initial a roster upon arrival at their work location.

22.4 Employees may leave the building during the duty-free lunch period by signing out in the main office. Employees must sign in at the main office upon returning to the building. If an employee needs to leave the building at any other time during the work day, the employee must obtain approval of the principal or other person in charge of the building before leaving the building. Such approval shall not be unreasonably withheld. The employee leaving the building during his/her work day must sign out of the main office before leaving the building and sign in at the main office upon return.

22.5 An employee's normal in-school work day shall be seven and one-half (7½) continuous hours and shall normally fall between the hours of 7:15 a.m. and 4:30 p.m. The normal in-school work day may be divided before or after the student day in a manner best suited to building operations. The additional thirty (30) minutes mandated by the State, added to the work day effective July 1, 1988, shall be evenly divided before and after the student day. If arrival or dismissal duties related to the supervision and safety of students need to be assigned, the principal must:

- (a) ask for volunteers;
- (b) absent sufficient volunteers, discuss with team leaders or department chairpersons to create a duty schedule. Creation of the duty schedule must take into consideration other duty assignments and lack of individual professional planning/preparation time on a particular day.

Employees not assigned to arrival or dismissal duty are to use the time for professional responsibilities.

22.6 Employees shall have a daily duty-free lunch period of not less than thirty (30) minutes in addition to individual professional planning/preparation time. The duty-free lunch shall occur during the time scheduled for student lunches.

## 22.7 Meetings

22.7.1 In addition to the in-school work day, employees shall participate in activities which promote the educational process and which are necessary to clarify school business or provide professional growth. Recognizing that circumstances may vary from school to school, the parties agree to the following needs:

- (a) Meetings which occur after the in-school work day and which are necessary in order to fulfill requirements for Middle States or Department of Education school evaluations.
- (b) Two (2) professional meetings per month; e.g. faculty, department (not including meetings of department heads), building committee, or grade-level meetings. Such meetings shall be held on the day of the week established by the principal in each building.
- (c) In addition to the meetings described in subparagraphs (a) and (b), those meetings necessary to resolve school problems which are not of a routine nature. However, the number of meetings held under subparagraphs (a), (b), and (c) shall not exceed a total of four (4) meetings per month.



- 22.7.2 The above meetings shall take place before or after the student day and shall not exceed sixty (60) minutes. Meetings held before school shall begin no earlier than forty-five (45) minutes before the beginning of the student day. After school meetings shall begin no later than fifteen (15) minutes after the end of the student day.
- 22.7.3 The two (2), one (1) hour professional meetings provided in 22.7.1(b) can be replaced by one (1), two (2) hour meeting no more than two (2) times per school year. Employees must be given written notice of the intent to hold a two (2) hour meeting at least thirty (30) calendar days prior to the meeting. The topic for that meeting must be one that affects all employees in the building.
- 22.7.4 With the exception of emergency meetings, an agenda for any meeting conducted by administrative personnel shall be provided to employees one (1) day in advance of the meeting. Employees shall have an opportunity to recommend that items be placed on the agenda.
- 22.7.5 For building or District committees designated for compensation, the District or principal shall identify, prior to the first meeting of the committee, compensation options including instructional hourly EPER, PIP/Trade-in, and hours for recertification if accepted by the State.
- 22.7.6 With prior approval of the building principal or appropriate District administrator, any employee who attends an Individual Education Plan (IEP), Student Individual Improvement Plan (IIP), Multiple Disciplinary Team (MDT), Functional Behavioral Assessment (FBA), or manifestation determination meeting or due process hearing before or after the work day shall be paid at the instructional hourly EPER rate.
- 22.7.7 Employees shall have input into the scheduling of IEP meetings.
- 22.8 A calendar for the District and for each building shall be established by the first student day of each year. The District calendar shall be developed collaboratively by District and Association representatives and shall include the normal events affecting all employees which have been scheduled prior to the first student day. The building calendar shall include the normal events affecting employees in the building which have been scheduled prior to the first student day. A draft of the building calendar shall be provided for input to Association representatives at least four (4) work days prior to finalization. As other activities involving employees are scheduled, notice shall be given as far in advance as practicable.
- 22.9 Individual Professional Planning/Preparation Time
- 22.9.1 Each employee shall receive two hundred twenty-five (225) minutes per week of individual professional planning/preparation time within the student day. For elementary employees, a minimum of one hundred eighty (180) minutes shall be in periods of at least thirty (30) minutes. The remaining time shall be in periods of no less than fifteen (15) minutes. Except in the case of an emergency, no employee shall lose his/her individual professional planning/preparation time.

Employees in programs that have a six (6) hour student day shall have two hundred twenty-five (225) minutes per week of individual professional planning/preparation time within the work day. Such time shall be in periods of at least forty-five (45) minutes per day.

22.9.2 Where a departmentalized schedule is used, the principal shall make every reasonable effort to limit the number of an employee's teaching preparations per day to three (3).

22.10 Collaborative Time

22.10.1 The District shall work with the Association to establish regularly scheduled collaborative time within the student day for all certificated and/or professionally licensed non-administrative employees.

22.10.2 Principals shall make a reasonable effort to assign employees on teaching teams to the same collaborative planning time period.

22.11 Whenever possible, all notices to delay or cancel school openings shall be transmitted not later than 5:30 a.m. for announcement over radio stations and posted on the District Website. In the event of delayed openings, employees are expected to arrive at work as early as possible, taking into consideration the reasons for the delay and the distance traveled.

22.12 Employees shall not be required to collect money or keep records for community drives, student contributions or charities, money for school banks, PTA dues, student pictures, or student insurance. This provision does not apply to collection of envelopes without regard to content. All envelopes shall remain unopened and shall be given, on a daily basis, to an office staff member designated by the principal.

22.13 Employees shall maintain up-to-date lesson plans that reflect the approved State standards. Employees shall not be required to write objectives on the board. Employees shall not be required to submit daily or weekly lesson plans unless part of an improvement plan. In the event an employee is absent, lesson plans for up to three (3) days shall be available for the substitute. In addition, each employee shall provide the principal with, and periodically update, a one (1) day emergency plan.

22.14 As a professional, each employee is expected to devote to his/her assignment the time necessary within and beyond the normal in-school work day (see 22.5) to meet the employee's professional responsibilities. Employees are expected to attend the open house scheduled at the beginning of the school year. If an employee is assigned to more than one (1) building, the employee shall rotate his/her open house attendance as determined by the building principals. The employee will prepare a written description of his/her program and contact information that will be distributed at the open house(s) the employee will not be attending that year.

22.15 If there are only two (2) in-service days scheduled prior to the start of the student school year, employees shall have at least one (1) uninterrupted day or a half day block of uninterrupted time [plus one-half (½) hour for lunch] on each of those two (2) days for room preparation. In the event that there are three (3) or more in-service days scheduled prior to the start of the student

school year, the employee shall have at least one (1) uninterrupted day or a half day block of uninterrupted time [plus one-half (½) hour for lunch] on two (2) consecutive days for room preparation. There shall be one (1) uninterrupted day for room closing at the end of the school year.

22.16 Each building shall have a plan for staffing when there is a lack of substitutes. This plan shall be shared with the entire staff. Services mandated by Individual Education Plans shall not be cancelled as a part of this plan.

22.17 Employees in grades K-8 shall receive three (3) full days and employees in grades 9-12 shall receive two (2) full days for the purpose of fulfilling professional responsibilities as planned by each employee. These days shall be placed between the end of the marking period and the deadline for entering grades for the first three (3) marking periods for grades K-8 and the first and third marking periods for grades 9-12. Semester exam days for grades 9-12 and secondary final exam days shall be scheduled as half days for students. The remainder of those days shall be designated as professional responsibility days.

22.18 In the event that any professional development day is cancelled and not forgiven by the Secretary of Education and the State Board of Education, employees shall have the option of making up the day(s) by logging hours [seven (7) hours per full day] or attending professional development activities held after the last originally scheduled work day. Each employee must indicate to the District administrator responsible for PIP by April 1 which option he/she selects. Logged hours for any work year must be completed on or before June 8 for employees working in a balanced calendar school or June 15 for all other employees. Employees must provide documentation to the District administrator responsible for PIP within two (2) days (not including weekends and holidays) following the June 8 or June 15 deadline.

## ARTICLE 23

### DRUG AND ALCOHOL TESTING PROCEDURES

The drug and alcohol testing procedures shall be as described in the Drug and Alcohol Testing Procedures approved by both the Board and the Association. A copy of these testing procedures is placed at the end of this Agreement as Appendix 1-H.

## ARTICLE 24

### EDUCATIONAL REFORM

24.1 The Board and the Association recognize the importance of employee input in making decisions with regard to school programs and goals and that such a relationship can foster a collegial exchange of information that is necessary for effective professional practice and can improve the educational process.

24.2 The Board and the Association support local school planning and encourage flexibility that results in improved services to students. To this extent, every effort will be made to give full consideration to individual school requests.

If a faculty requests an exception to the terms of this Agreement, the building principal shall submit a contract waiver request in writing (see Appendix 1-I) to the Association President at least thirty (30) calendar days prior to the effective date of the waiver. The principal shall also send a copy of the contract waiver request to the Superintendent. The thirty (30) day timeline may be waived by mutual agreement of the parties. The Superintendent or designee will meet with the Association President to review the waiver request and try to reach a mutually agreeable position. If a mutually agreeable position cannot be reached, the terms of this Agreement shall remain in force.

## ARTICLE 25

### TECHNOLOGY

- 25.1 The District and the Association shall maintain an ongoing Technology Committee. The Committee shall be chaired by the administrator in charge of technology and shall consist of two (2) employees per grade configuration as appointed by the Association President and other members as appointed by the administration. The Committee shall meet a minimum of once per school year by April 15.
- 25.2 The District shall assure that expectations for the use of technology shall be provided to employees in writing. The expectations shall be aligned with available equipment, training, software, and supplies.
- 25.3 The District and the Association agree that the State of Delaware Acceptable Use Policy for State Employees shall be the acceptable use policy used for employees. A copy of the State's Acceptable Use Policy shall be posted on the Department of Technology and Information (DTI) and District Websites.

## ARTICLE 26

### BALANCED CALENDAR

- 26.1 Definitions
- 26.1.1 "Balanced Calendar" as used in this Agreement is a calendar that provides more continuous learning opportunities within a calendar year by rearranging student instructional days.
- 26.1.2 "Intersessions" as used in this Agreement shall mean periods of time between regular instructional times.
- 26.2 Specialists assigned to a balanced calendar school and at least one (1) other building shall:
- (a) be assigned to the balanced calendar school on consecutive days of a week; and
  - (b) be provided with the equivalent of forty-five (45) minutes per day for individual professional planning/preparation time.

- 26.3 No employee shall be required to teach during intersessions.
- 26.4 There shall be no formal observations or evaluations during intersessions.
- 26.5 Employees shall be paid the instructional hourly EPER rate during intersessions. Prior to the start of an intersession, any employee who works for four (4) full days of intersession shall also be paid for two (2) hours of preparation time at the instructional hourly EPER rate. Prior to the start of an intersession, any employee who works for four (4) half days of intersession shall also be paid for one (1) hour of preparation time at the instructional hourly EPER rate.
- 26.6 Each year administrative and Association representatives shall meet to develop the balanced calendar school calendar for the following school year. The proposed calendar is subject to Board approval.
- 26.7 An employee being involuntarily transferred or reassigned so that one (1) school is a balanced calendar school shall be given at least one (1) calendar week notification unless the transfer or reassignment is due to an emergency. Any employee involuntarily transferred or reassigned so that one (1) school is a balanced calendar school may take already planned vacations that involve nonrefundable expenses.

## ARTICLE 27

### MISCELLANEOUS

- 27.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination. The Association and the District shall share equal responsibility for applying this provision of the Agreement.
- 27.2 If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 27.3 If any provision or the application of any provision of this Agreement is held to be contrary to law, the Association and the Board shall, to the extent possible in light of the nature of the invalidity, meet to renegotiate the altered portion of this Agreement.
- 27.4 If any administrative rule or regulation or Board policy shall be inconsistent with the provisions of this Agreement, this Agreement, during its life, shall be controlling over the inconsistent language in such administrative rules and regulations or Board policy.
- 27.5 If a change or modification of a provision of State and/or federal laws and/or regulations or a newly enacted State or federal education initiative affects the terms and conditions of employment as defined in Title 14, Chapter 40, Section 4002(t) of the Delaware Code, the parties shall meet to negotiate the affected portion(s) of this Agreement. The party requesting the negotiation

shall advise the other party in writing of its desire to negotiate, the action requiring such negotiation, and the affected term or condition of employment.

27.6 Nothing in this Agreement which changes existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.

27.7 Notices under this Agreement shall be given by either party to the other by certified letter as follows:

To the Board at: 1311 Brandywine Boulevard  
Wilmington, DE 19809

To the Association at: 4135 Ogletown Stanton Road, Suite 101  
Newark, DE 19713-4180  
and  
501 Silverside Road, Suite 14  
Wilmington, DE 19809

27.8 A copy of this Agreement in its entirety shall be posted on the District Website. The Association shall be provided with a signed copy. Every new employee shall receive a copy of the Drug and Alcohol Testing Procedures, the Delaware Performance Appraisal System II-R or any successor State-mandated system, the Policy Statement on Leaves and Absences, and the Association Service Fee provision of this Agreement. Current Board policies and administrative regulations shall be available to employees in each school library and on the District Website.

## ARTICLE 28

### DURATION OF AGREEMENT

28.1 This Agreement shall be in effect as of July 1, 2011, and shall continue in effect until replaced by a successor Agreement.

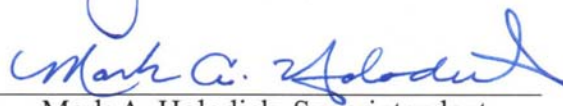
28.2 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association and shall not be extended to any other employee organization so long as the Association remains the exclusive representative of the employees.

28.3 The Association shall indemnify and hold the District, the Board, its members, employees, and agents harmless against any and all complaints, claims, demands, suits, judgments, fines, and other forms of liability or expense that shall arise out of or by reason of any action taken or not taken by the employer for the purpose of complying with any of the provisions of this Agreement.

28.4 In witness, whereof, the parties hereto have caused this Agreement to be signed by their respective designees, all on the day and year first above written.

BRANDYWINE SCHOOL DISTRICT  
BOARD OF EDUCATION

BY:   
Olivia Johnson-Harris, President

ATTEST:   
Mark A. Holodick, Superintendent

BRANDYWINE EDUCATION ASSOCIATION,  
AFFILIATE OF DSEA/NEA

BY:   
David N. Bradley, President

ATTEST:   
Margery J. Windolph, Negotiations Chair



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**20## Voluntary Transfer Request Form**  
 For Certified and/or Professionally Licensed Non-Administrative Employees  
 Must be submitted to the Director of Human Resources **No Later than [DATE]**

Current Information			
Name			
Address			
Home Phone	Cell Phone	Work Phone	
Current School			
Current Job Assignment			
Current Seniority Classification			
Seniority Date			

List Transfer Requests In Priority Order				
School	Seniority Classification (as listed on the roster) Requested	Assignment Requested If Elementary – Must Specify One Grade Per Line (1, 2, 3, 4, or 5) If Secondary – Include Specific Subject	Dialogue Date	Principal's Signature
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (Human Resources processing continued on reverse side)





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(Human Resources processing continued from reverse side)

Department of Human Resources Use Only

Unassigned	<input type="checkbox"/> Yes or <input type="checkbox"/> No
In At Least 2 <sup>nd</sup> Year of Employment	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Discipline	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Improvement Plan	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Seniority Classification	<input type="checkbox"/> Correct or <input type="checkbox"/> Incorrect – Correct Classification:
Seniority Date	<input type="checkbox"/> Correct or <input type="checkbox"/> Incorrect – Correct Date:

Do Any of the Transfers Requested Necessitate a Change in Seniority Classification?	Certification	Highly Qualified
Position 1: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 1: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 1: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Position 2: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 2: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 2: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Position 3: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 3: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 3: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Position 4: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 4: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 4: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Position 5: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 5: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 5: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Position 6: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 6: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 6: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Position 7: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 7: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 7: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Position 8: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 8: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 8: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Your request for voluntary transfer has been received, verified, and will be given consideration.

**Your request for voluntary transfer has been received but will not be given consideration due to:** \_\_\_\_\_

HR Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

cc: BEA President

Position Offered	
Building	
Assignment	
Date/Time	
<input type="checkbox"/> Accepted – Date/Time; or	
<input type="checkbox"/> Declined – Date/Time	



## Preference Form

### CERTIFICATED AND/OR PROFESSIONALLY LICENSED NON-ADMINISTRATIVE EMPLOYEES

Article 9.6.3 - An unassigned employee shall be given a list of all known vacancies in the employee's seniority classification at the time the employee is declared unassigned. An unassigned employee must complete a voluntary transfer request form (if the unassignment occurs within the voluntary transfer period) or a preference form at the time the employee is declared unassigned.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE (HOME): \_\_\_\_\_ PHONE (CELL): \_\_\_\_\_

SENIORITY DATE: \_\_\_\_\_

PRESENT JOB ASSIGNMENT: \_\_\_\_\_ LOCATION: \_\_\_\_\_

LIST PREFERENCES IN PRIORITY ORDER:

	BUILDING	SENIORITY CLASSIFICATION	ASSIGNMENT REQUESTED (any grade or specific grade)
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

EMPLOYEE'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

The employee should submit this completed form to the Department of Human Resources.

cc: **BEA President**

---

***Department of Human Resources Use Only***

Seniority Date	Certification	Highly Qualified
<input type="checkbox"/> Correct	Position 1: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 1: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Incorrect	Position 2: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 2: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Corrected Date:	Position 3: <input type="checkbox"/> Yes <input type="checkbox"/> No	Position 3: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Position Assigned: \_\_\_\_\_ Building: \_\_\_\_\_

Signature (Human Resources): \_\_\_\_\_ Date: \_\_\_\_\_



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### Grade Change Notification Form

(Article 11.9.1 of the BSD/BEA Collective Bargaining Agreement)

To be completed by the Superintendent:

School \_\_\_\_\_ Date \_\_\_\_\_

Student's Name \_\_\_\_\_ Student's Grade \_\_\_\_\_  
(current school year)

Course Name/Number \_\_\_\_\_

Grade Determined by Employee \_\_\_\_\_ Grade Changed to \_\_\_\_\_

Reason(s) for the Grade Change \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_



To be completed by the Employee:

Employee's Name \_\_\_\_\_

Approval of Grade Change \_\_\_\_\_ Disapproval of Grade Change \_\_\_\_\_

Reason(s) for Approval or Disapproval \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

*The employee must return this form to the Superintendent within five (5) days of receipt.*

## **PROCEDURES FOR MAKING, INVESTIGATING, AND RESPONDING TO HARASSMENT/BULLYING COMPLAINTS**

### **A. Definitions**

1. For the purpose of this regulation, harassment is defined as any verbal or physical conduct having the effect of degrading or intimidating a student, employee, or volunteer. Harassment includes, but is not limited to, intimidating, offensive, or hostile conduct involving an individual's race, gender, national origin, age, color, marital status, disability, religion, or other legally protected characteristic under State or federal law or regulation. Harassment can occur when:
  - a. Submission to such conduct is explicitly or implicitly made a term or condition of an individual's employment.
  - b. Submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual.
  - c. The conduct intentionally or unintentionally creates an intimidating, hostile, or offensive work environment.
  - d. The conduct involves unwanted behaviors of a sexual nature including:
    - (1) Displaying of pictures or other items of a sexually explicit nature;
    - (2) Pressuring another to engage in sexual conduct;
    - (3) Repeated remarks or jokes with sexual or sexually demeaning implications;
    - (4) Inappropriate touching;
    - (5) Suggestions or demands for sexual involvement accompanied by implied or explicit threats concerning one's employment;
    - (6) Any act which would constitute sexual harassment under Title 11 of the Delaware Code.
2. For the purpose of this regulation, bullying is defined as any intentional written, electronic, verbal, or physical act or actions against another student, volunteer, or employee that a reasonable person under the circumstances should have known would have the effect of:
  - a. Placing a student, employee, or volunteer in reasonable fear of substantial harm to his/her emotional or physical well-being or substantial damage to his/her property;
  - b. Creating a hostile, threatening, humiliating, or abusive educational or work environment due to the pervasiveness or persistence of actions of the individual or due to a power differential between the bully and the target;
  - c. Interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits;
  - d. Perpetuating bullying by inciting, soliciting, or coercing an individual or group to demean, dehumanize, embarrass, or cause emotional, psychological, or physical harm to a student, employee, or volunteer.

## **B. Making a Complaint of Harassment or Bullying**

### **1. Harassment/Bullying by An Employee**

- a. Any employee/volunteer who believes that he/she is being harassed/bullied by an employee of the District may advise the offending person that the conduct is offensive and request that the conduct be stopped immediately.
- b. If the employee does not wish to address the behavior with the offender or if the conduct in question is not discontinued after the offending person is asked to stop the behavior, in order for the District to address the harassing/bullying behavior, the employee/volunteer must make a complaint to his/her immediate supervisor or to the Department of Human Resources within ten (10) work days of the alleged incident of harassment/bullying. If the immediate supervisor is the alleged offender, the complaint should be made to the alleged offender's supervisor or to the Department of Human Resources.
- c. The complaint may be verbal or written and must specify the nature of the harassment/bullying and, if possible, the date(s) upon which the harassment/bullying occurred. If the complaint is written and/or made directly to the Department of Human Resources, the complaining party must identify himself/herself. The District will be unable to act upon an anonymous complaint.
- d. Persons taking an oral complaint must reduce the reported complaint to writing and verify the accuracy of the written complaint with the complaining person.
- e. The Director of Human Resources must be notified of all complaints of harassment/bullying prior to the complaint being investigated.

### **2. Harassment/Bullying by Adults Other Than Employees**

- a. Any employee/volunteer who believes that he/she is being harassed/bullied on District property or at a District or school-related function by an adult who is not an employee of the District may advise the offending individual that the conduct is offensive and request that it be stopped immediately.
- b. If the employee does not wish to address the behavior with the offender or if the conduct in question is not discontinued after the offending person is asked to stop the behavior, the employee should make a complaint to his/her immediate supervisor within ten (10) work days of the alleged incident of harassment/bullying.
- c. The complaint may be verbal or written and must specify the nature of the harassment/bullying and, if possible, the date(s) upon which the harassment/bullying occurred. If the complaint is written and/or made directly to the Department of Human Resources, the complaining party must identify himself/herself. The District will be unable to act upon an anonymous complaint.
- d. Persons taking an oral complaint must reduce the complaint to writing and verify the accuracy of the writing with the complaining person.
- e. The Director of Human Resources must be notified of all complaints of harassment/bullying prior to the complaint being investigated.

3. Harassment/Bullying by a Student

If an employee/volunteer believes that he/she is being harassed/bullied by a student on District property or at a District or school-related function, the employee/volunteer should follow the procedures specified in the Code of Student Conduct applicable for that school year.

**C. Investigating Complaints of Harassment**

1. General Provisions

- a. All complaints of harassment/bullying made against an employee, student and/or a student's parent(s) or guardian, volunteer, or other community member by an employee, volunteer, student, or community member, including parents/guardians, shall be investigated at the direction of the Director of Human Resources.
- b. Within forty-eight (48) hours of receiving the complaint, the Director of Human Resources or his/her designee shall determine the party responsible for conducting the investigation of the complaint or begin the investigation himself/herself. The investigation must be conducted by an administrator of the District or a third party trained to conduct harassment/bullying investigations and contracted by the District to investigate such complaints.
- c. In the case of alleged sexual harassment, at any time in the investigation process, if requested by the complaining employee/volunteer, the District shall provide a person of the same gender as the complaining employee/volunteer to receive the complaint.
- d. The investigation shall be conducted based upon the Guidelines for Conducting Internal Investigations of Complaints of Harassment/Bullying.
- e. All information gathered during the investigation shall be confidential.
- f. These regulations shall not supersede any investigation procedures developed in the course of collective bargaining.

2. Time Requirements

- a. Within two (2) work days of receiving the complaint, the investigator shall meet with and conduct a complete interview of the complaining party.
- b. Within five (5) work days of receiving the complaint, the investigator shall meet with and conduct a complete interview of the alleged offender. If the alleged offender is not an employee of the District, all reasonable attempts shall be made to interview that party within the time requirements specified in this regulation.
- c. The investigator shall interview all parties identified by the complaining party and the alleged offender within a reasonable time, not to exceed ten (10) work days after the interview with the alleged offender.
- d. Within twenty-five (25) work days of receiving the complaint, the investigator shall write a report and forward a copy of the report and all documents received in the course of the investigation to the Director of Human Resources. The timeline for the written report can be modified with the agreement of the complaining party or the collective bargaining agent representing the complaining party.

- e. Within two (2) work days of receiving the report, the Director of Human Resources or his/her designee shall send, by certified mail, a copy of the report to the complaining party and the alleged offender. Any confidential information concerning the alleged offender shall be eliminated from the copy of the report sent to the complaining party unless required by law or court order or by agreement with the alleged offender's collective bargaining agent.

#### **D. Responding to the Results of the Investigation**

##### **1. Finding of Harassment/Bullying**

If the investigation results in a finding of the harassment/bullying, the District shall take action as required by Board policy within twenty-five (25) work days of the submission of the report to the Department of Human Resources unless an appeal of findings and recommendations in the report is timely filed. If the result of the appeal is that no harassment/bullying occurred, no action shall be taken. If the result of the appeal is that harassment/bullying has occurred, action shall be taken within ten (10) work days of the appeal decision. If disciplinary action is recommended for the employee, the appropriate provisions for discipline in any collective bargaining agreement or Board policy for employees not covered by a collective bargaining agreement must be followed.

##### **2. No Finding of Harassment/Bullying**

If the investigation does not result in a finding of harassment/bullying, no further action will be taken against the alleged offender and all documents created or collected during the investigation shall be destroyed after the appeal period described below.

##### **3. Finding of a False Allegation or Retaliation**

If the investigation results in a finding of a false accusation of harassment/bullying or, during the course of the investigation, there is a verified finding of retaliation, the District shall take action as required by Board policy and Section 4112D of Title 14 of the Delaware Code within twenty-five (25) work days of the submission of the report or finding of retaliation unless an appeal is filed. If the result of the appeal is that no harassment/bullying occurred, no action shall be taken. If the result of the appeal is that harassment/bullying has occurred, action shall be taken within ten (10) work days of the appeal decision. If disciplinary action is recommended for the employee, the appropriate provisions for discipline in any collective bargaining agreement or Board policy for employees not covered by a collective bargaining agreement must be followed.

#### **E. Appealing Report or other Findings**

1. The complaining party or alleged offender may file an appeal of the investigator's conclusions as follows:
  - a. Complaining Party
    - (1) If not satisfied with the conclusions and recommendations of the written report, within ten (10) work days of receiving the report, the complaining party may file a written appeal to the Superintendent.
    - (2) The Superintendent will make his/her decision on the appeal based upon the written report and all documents collected or created during the course of the investigation.

## APPENDIX 1-D

- (3) A written decision on the appeal shall be sent to the complaining party within ten (10) work days of the receipt of the appeal by the Superintendent.
  - (4) The decision of the Superintendent or his/her designee shall be the final decision of the District.
- b. Alleged Offender
- (1) If the alleged offender believes that he/she was treated unfairly by the process or is not satisfied with the conclusions and recommendations of the written report, within ten (10) work days of receiving the report, he/she may file a written appeal to the Superintendent.
  - (2) The Superintendent will make his/her decision on the appeal based upon the written report and all documents collected or created during the course of the investigation.
  - (3) A written decision on the appeal shall be sent to the alleged offender within ten (10) work days of the receipt of the appeal by the Superintendent.
  - (4) The decision of the Superintendent or his/her designee shall be the final decision of the District.





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**STUDENT BEHAVIOR REFERRAL FORM**

(Article 14.2.2 of the BSD/BEA Collective Bargaining Agreement)

Student's Name		Student's Grade	School
Occurrence Date	Time	Location	Employee's Name

**VIOLATION:**

- |   |   |
|---|---|
| <input type="checkbox"/> Classroom Disruption   | <input type="checkbox"/> Offensive Touching/Assault |
| <input type="checkbox"/> Continuous Classroom Disruption  | <input type="checkbox"/> Fighting                   |
| <input type="checkbox"/> Harassment, Defamatory or Demeaning Actions  | <input type="checkbox"/> Terroristic Threatening    |
| <input type="checkbox"/> Defiance of School Personnel's Authority   | <input type="checkbox"/> Extortion/Stealing         |
| <input type="checkbox"/> Leaving School Property without Authorization  | <input type="checkbox"/> Vandalism                  |
| <input type="checkbox"/> Inappropriate Sexual Behavior, Indecent Proposition, Proposal, Sexual Harassment, Touching and/or Exposure | <input type="checkbox"/> Cheating/Plagiarism        |
|   | <input type="checkbox"/> Other                      |

**DESCRIPTION OF STUDENT BEHAVIOR:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Witness(es):** \_\_\_\_\_ **Other Students Involved:** \_\_\_\_\_

\_\_\_\_\_

**Employee Action:** \_\_\_\_\_

\_\_\_\_\_

Employee's Signature Date

**ADMINISTRATIVE ACTION** [Form to be returned to employee within three (3) work days]:

- |  |  |
|--|--|
| <input type="checkbox"/> Met with Student – Date: _____                | <input type="checkbox"/> Referral to Counselor – Date: _____                       |
| <input type="checkbox"/> Reprimand – Date: _____                       | <input type="checkbox"/> Referral for Functional Behavior Assessment – Date: _____ |
| <input type="checkbox"/> Parent Contact – Date: _____                  | <input type="checkbox"/> Referral to Social Services Agency – Date: _____          |
| <input type="checkbox"/> Removal from Class – Date(s): _____           | <input type="checkbox"/> Referral to Police Agency – Date: _____                   |
| <input type="checkbox"/> Detention – Date(s): _____                    | <input type="checkbox"/> Referral to: _____ – Date: _____                          |
| <input type="checkbox"/> Work Assignment – Date(s): _____              | <input type="checkbox"/> Disciplinary Probation – Date(s): _____                   |
| <input type="checkbox"/> In-School Alternative – Date(s): _____        | <input type="checkbox"/> Behavioral Contract – Date(s): _____                      |
| <input type="checkbox"/> Suspension – Date(s): _____                   | <input type="checkbox"/> Recommendation for Alternative Placement                  |
| <input type="checkbox"/> Denial of Driving Privileges – Date(s): _____ | <input type="checkbox"/> Recommendation for Expulsion                              |
| <input type="checkbox"/> Denial of Bus Transportation – Date(s): _____ | <input type="checkbox"/> Other _____   |
| <input type="checkbox"/> Restitution/Restoration                       |  |

**COMMENTS (if any):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Student's Signature Date Administrator's Signature Date

**White**-Administrator **Green**-Return to Employee **Yellow**-Parent **Pink**-Student File **Goldenrod**-Employee

### TUITION REIMBURSEMENT PROCEDURES

#### Application

- The applicant must be a District employee who is certified and/or licensed (if applicable) to work in his/her current assignment.
- The employee completes one (1) Tuition Reimbursement Application for EACH undergraduate/graduate/doctorate course and **must** attach a copy of the course description.
- **PRIOR TO THE START OF THE COURSE** the employee submits the completed application to his/her immediate supervisor who will then recommend approval/not recommend approval, sign, and forward it to the Department of Human Resources for approval. This will ensure timely processing and approval. Incomplete applications and/or applications for courses that do not meet the requirements will be returned and/or denied for reimbursement. **Under no circumstances will a course be approved if the Application for Tuition Reimbursement is received after the course start date.**
- Please be advised that although you can receive Tuition Reimbursement for a course that is not taken at a regionally accredited college, you will not receive credit from DOE for licensure/certification or plus credits according to Delaware Regulations, Administrative Code: [Title 14: 1502](#).
- Once the application is fully approved, the employee is responsible for registering and paying for the course as directed by the institution offering the course.

#### Course Selection and Completion Requirements

- The undergraduate/graduate/doctorate course should be directly related to work responsibilities.
- Courses being taken toward initial educator certification/licensure are not eligible for reimbursement.
- The employee must successfully complete the course by achieving a grade of "B" or better in order to receive tuition reimbursement for the course(s) submitted.

#### Reimbursement

All of the following documents **must be submitted to the Business Office:**

- Proof of payment (i.e., receipt)
- Proof of successful completion (i.e., copy of your Final Grade Slip or a copy of your Official Transcript)
- State of Delaware – Employee Expense Voucher (located on our website under Staff – Employee Forms)
- **Deadlines: NO EXCEPTIONS**
  - **February 16<sup>th</sup>** for courses completed from June 16<sup>th</sup> of the previous calendar year to February 15<sup>th</sup> of the current calendar year
  - **June 16<sup>th</sup>** for courses completed from February 16<sup>th</sup> of the current calendar year to June 15<sup>th</sup> of the current calendar year
- Reimbursement for tuition shall occur in March and July.

#### Amount of Reimbursement

- The amount of reimbursement will not exceed the tuition rate charged to a Delaware resident who takes a course at the University of Delaware.
- Other fees and costs (i.e., lab, registration, books, etc.) associated with taking the course are not eligible for reimbursement.
- Employees who work less than full-time shall receive one-half (1/2) of the amount of reimbursement.
- This is not a guarantee of full reimbursement. The District shall make every effort to provide each employee full reimbursement of at least six (6) credit hours per year.
- If funds remain, the District shall offer full or partial reimbursement for courses beyond the six (6) credit hours each year.

APPLICATION FOR TUITION REIMBURSEMENT

(See Tuition Reimbursement Procedures.)

A separate application **MUST** be completed for each course.

Job Classification: [ ] Administrator / Mgmt Operations Specialist [ ] Administrative Support Staff [ ] Paraeducator [ ] Custodial / Maintenance [ ] Teacher / Specialist [ ] Mid Level Professional [ ] Other: \_\_\_\_\_

Name: \_\_\_\_\_

Location: \_\_\_\_\_

Position: \_\_\_\_\_

Employment Status: [ ] Full-Time [ ] Part-Time

University/College: \_\_\_\_\_

Course Level: [ ] Undergraduate [ ] Graduate [ ] Doctorate

Course Major: \_\_\_\_\_

Course Title: \_\_\_\_\_

Course Number: \_\_\_\_\_

A copy of the course description **MUST** be attached to this application. Under no circumstances will a course be approved if the Application for Tuition Reimbursement is received after the course start date.

Course Start Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (month/day/year)

Course End Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (month/day/year)

Number of Credits: \_\_\_\_\_

Cost per Credit: \_\_\_\_\_

Total Cost of Course: \_\_\_\_\_

Explanation as to how this course relates to my current work assignment:

\_\_\_\_\_  
\_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

This form must be completed and submitted to your immediate supervisor who will then sign and forward it to the Department of Human Resources.

Immediate Supervisor Use Only

[ ] Recommend Approval [ ] Do Not Recommend Approval – Reason: \_\_\_\_\_ (DO NOT RECOMMEND APPROVAL IF THE COURSE START DATE HAS ALREADY PASSED.)

Immediate Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Department of Human Resources Use Only

[ ] Approval Is Granted [ ] Approval Is Denied – Reason: \_\_\_\_\_

Human Resources Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_

### Hourly EPER Activities Form

**Instructional Activity (\$30.00 per hour) includes:**

- Any activity being performed before or after the normal work day and approved by the building principal that requires performing the same or similar actions or activities that would fall into the job description of the employee's major assignment with the District but which is not being performed to complete the requirements of the employee's major assignment; and/or
- Any activity being performed before or after the normal work day and approved by the building principal that requires providing direct instruction to an individual student or a group of students to increase student performance in a core course or courses provided in a school year; and/or
- Any activity being performed before or after the normal work day and approved by the building principal or District Office administrator that requires imparting information or knowledge directly to a group of employees that can be characterized as professional development for those employees.

Please describe the activity you have performed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date Activity Completed: \_\_\_\_\_ Number of Hours Completed: \_\_\_\_\_

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal's Signature**

\_\_\_\_\_  
**Date**

**Non-Instructional Activity:** Any activity being performed before or after the normal work day and approved by the building principal or District Office administrator that does not require imparting information or knowledge directly to an individual student or a group of students or to a group of employees for professional development

**Please circle the appropriate category:**

- Category 1 (\$22.50 per hour): Any activity that requires specific training and/or expertise
- Category 2 (\$15.00 per hour): Any activity that does not require specific training and/or expertise

Please describe the activity you have performed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date Activity Completed: \_\_\_\_\_ Number of Hours Completed: \_\_\_\_\_

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal's Signature**

\_\_\_\_\_  
**Date**

*(See page two for examples of Instructional and Non-Instructional Activities.)*

## Examples for Hourly EPER Activities

**Instructional Activity (\$30.00 per hour) includes, but is not limited to, the following activities:**

- Advancement via Individual Determination (AVID) Coordinator
- After School Activities Coordinator
- Athletic event – nurse
- Councils
- Detention supervision if tutoring/academic support is provided
- Positive Behavior Support (PBS)/Responsive Classroom Facilitator
- Singapore Math Coordinator
- Student Achievement Coordinator
- Test Coordinator

**Non-Instructional Activity Category 1 (\$22.50 per hour) includes, but is not limited to, the following activities:**

- Athletic event – clock/timer/starter/football chain crew
- Athletic event – scoreboard/scorebook/security
- Athletic event – ticket seller
- Detention supervision if only monitoring/supervising

**Non-Instructional Activity Category 2 (\$15.00 per hour) includes, but is not limited to, the following activities:**

- Parking coordinator
- Ticket taker
- Traffic director

**DRUG AND ALCOHOL TESTING PROCEDURES  
(REASONABLE SUSPICION)**

Statement of Purpose

Employees are the District's most valuable resource and their health and safety is, therefore, a serious concern. In an educational setting District staff must lead by example. Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs.

Assistance in Overcoming Alcohol or Drug  
Abuse for Employees Who Voluntarily Seek Help

Early recognition of alcohol or drug abuse is essential for the affected employee's work productivity and for reduced personal, family, and social disruption and is important for successful rehabilitation. Whenever feasible, the District will assist employees in overcoming drug or alcohol abuse. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual's responsibility.

Employees with alcohol or drug abuse problems may request the confidential assistance of their immediate supervisor and/or the Director of Human Resources. Employees may seek help without the approval of their supervisor. The immediate supervisor and/or the Director of Human Resources will provide assistance on a strictly confidential basis and will refer the employee to the appropriate counseling and treatment services through the Employee Assistance Program ("EAP"). Employees who voluntarily request assistance in dealing with an alcohol or drug abuse problem may do so without jeopardizing their continued employment. Information disclosed in the process of seeking assistance will not serve as a basis for discipline unless the action constitutes a felony under Delaware law subject to discipline under the Policy Statement on Drug Offenses Occurring Outside the Workplace. Disciplinary action for violation of the District's policies on alcohol and drug abuse will not be reduced if an employee requests assistance after being asked by the employer to submit a blood and/or urine specimen for reasonable suspicion testing.

If an employee seeks assistance beyond merely asking for a referral to appropriate counseling or treatment services and is referred to a rehabilitation program, the employee must:

1. Provide the Director of Human Resources with proof of enrollment in an alcohol or drug abuse rehabilitation program and proof of attendance at all required sessions;
2. Pay all costs associated with the rehabilitation program that are not covered by the employee's health insurance plan.

Prohibitions

In addition to the prohibitions against the possession, use, manufacture, distribution, dispensation, or sale of illegal drugs, drug paraphernalia (excluding teaching materials), or alcohol in the workplace (See "Policy Statement on a Drug/Alcohol-Free Workplace"), an employee is subject to disciplinary action if the employee is under the influence of alcohol or illegal drugs in the workplace or refuses to be tested after a determination of reasonable suspicion as described below. For purposes of this procedure, "workplace" shall be defined as that time during regularly scheduled work hours or any time an employee is responsible for any District student including, but not limited to, the following: (a) field trips; (b) after school activities, e.g. sports, student dances, etc.; or (c) on District property including in State-owned vehicles.

### Reasonable Suspicion

1. Employees will be tested only if there is reasonable suspicion to believe that the employee is under the influence of or has used alcohol or an illegal drug in the workplace.
2. A determination that there is reasonable suspicion to believe that an employee is under the influence of or has used alcohol or an illegal drug in the workplace shall be based upon objective factors including, but not limited to, the following: odor of alcohol on the employee's breath, slurred speech, unsteady or erratic movements, or possession of alcohol or drug paraphernalia.
3. The administrator who determines that there is reasonable suspicion to believe that an employee is under the influence of or has used alcohol or an illegal drug in the workplace shall promptly [i.e., within one (1) work day] prepare a written report listing the objective factors that support the conclusion that there was reasonable suspicion to believe that the employee was under the influence of or had used alcohol or an illegal drug in the workplace. The report shall be sent directly to the Director of Human Resources, and a copy of the written report shall be given to the employee.

### Testing

If there is a determination that there is reasonable suspicion to believe an employee has used or is under the influence of alcohol or illegal drugs in the workplace, the District shall adhere to the following procedure:

1. The District shall retain the services of a United States Department of Health and Human Services certified drug and alcohol test collector at sites that meet the highest standards of forensic toxicology testing, maintain strict security at its facility, and rigorously follow all required procedures for evidence of chain of custody. The collector shall provide evidence of certification by the National Institute on Drug Abuse ("NIDA"). The NIDA certified collection site shall confirm an initially positive or unfavorable test result by using standard cutoff levels for its initial or confirmatory test.
2. The employee will be asked by his/her immediate supervisor or the immediate supervisor's designee, with due regard to privacy, to submit a blood and/or urine specimen at the NIDA collection site for alcohol and drug testing. The employee shall have the right to request an opportunity to talk to a representative prior to leaving the workplace for testing. However, the District will wait no longer than thirty (30) minutes for the employee to secure Association representation. If the employee requests the presence of a building Association representative, the District will provide such an employee with coverage so that the representative is available within thirty (30) minutes. An administrator and/or his/her designee will accompany the employee to the NIDA collection site. After the testing procedure, the administrator accompanying the employee shall call a friend or relative of the employee or a taxi to take the employee home. The administrator could elect to take the employee home.
3. The costs of testing will be paid by the District.
4. The District shall make a determination, as soon as practicable, that the employee has or has not violated the Policy Statement on a Drug/Alcohol-Free Workplace. The employee shall be suspended with pay pending receipt of results of testing and the District's determination.

Reporting Results

1. Test Results: The NIDA collection site will report all test results in writing and only to the Director of Human Resources within seventy-two (72) hours of the confirmatory results. The test results are highly confidential. All chain of custody documentation will be submitted with the written report.
2. Notifying the Employee: Within twenty-four (24) hours of receiving the results, the Director of Human Resources shall notify the employee and his/her immediate supervisor of the testing results. In addition, the Director of Human Resources shall provide copies of all test documents to the employee. The employee shall have the opportunity to discuss positive test results with the NIDA collection site physician.
3. Record Retention: Unless otherwise notified, the NIDA collection site shall retain all records pertaining to a given specimen for the time period required by the United States Department of Health and Human Services for positive or negative test results. Negative test results shall not be placed in the employee's personnel file.
4. Storage: NIDA collection site stores all specimens for the time period required by the United States Department of Health and Human Services.

Possible Disciplinary Action

1. Violations of the Policy Statement on a Drug/Alcohol-Free Workplace may result in disciplinary action up to and including termination of employment.
2. Within five (5) work days of receiving a positive test result, the Director of Human Resources shall initiate the process for disciplinary action required under the Policy Statement on a Drug/Alcohol-Free Workplace based on provisions in an applicable collective bargaining agreement or District regulations.
3. Discipline will only be imposed for a positive test result or for refusal to be tested.



**REQUEST FOR CONTRACT WAIVER**

The building principal shall submit this contract waiver request to the Association President at least thirty (30) calendar days prior to the effective date of this waiver. The principal shall also send a copy of this request to the Superintendent when he/she sends this request to the Association President.

School \_\_\_\_\_ Principal \_\_\_\_\_

Date \_\_\_\_\_

1. Identify contract provision(s) to be waived:

Article(s): \_\_\_\_\_  
\_\_\_\_\_

2. Briefly describe the nature of the request and reason/rationale:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. State proposed duration of the waiver request:

\_\_\_\_\_

4. List employees/group of employees to be affected:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal's Signature                      BEA President's Signature                      Superintendent/Designee's Signature

-----

Your request for a waiver is:      ( ) Approved                      ( ) Not Approved

**White Copy:** Principal

**Pink Copy:** Association President

**Yellow Copy:** Superintendent

Appendix 2 is included only for informational purposes for the convenience of employees and does not constitute negotiated language that is subject to the provisions of Article 3.

**NOTE: The following language reflects State law as of July 1, 2011. Please check the Internet (<http://delcode.delaware.gov/title14>) for the most recent provisions of State law.**

## LEAVES OF ABSENCE

### **Sick leave and absences for other reasons; accumulation of annual leave (Title 14, Chapter 13, § 1318)**

- (a) Teachers and other school employees shall be allowed 10 days of sick leave per year with full pay; those teachers and other school employees employed 11 months a year shall be allowed 11 days of sick leave per year with full pay; and those teachers and other school employees employed 12 months a year shall be allowed 12 days of sick leave per year with full pay. Any unused days of such leave shall be accumulated to the employee's credit without limit.
- (b) In the case of a death in the immediate family of the employee, there shall be no reduction of salary of said employee for an absence not to exceed 5 working days. Members of the immediate family shall be defined as the employee's spouse or domestic partner; parent, stepparent or child of the employee, spouse or domestic partner; employee's grandparent or grandchild; employee's sibling; spouse of employee's child; any relative who resides in the same household; or any minor child for whom the employee has assumed and carried out parental responsibilities. This absence shall be in addition to other leaves granted the employee.
- (c) In the case of a serious illness of a member of the employee's immediate family, as defined in subsection (b) of this section that requires the employee's personal attention, an employee may use accrued sick leave. An employee needing sick leave under the provisions of this title shall inform that employee's own immediate supervisor of the fact and reason in advance, when possible, or otherwise before the expiration of the first hour of absence or as soon thereafter as practicable; failure to do so may be cause for denial of pay for the period of absence. Before approving pay for sick leave, the supervisor may at that supervisor's discretion require either a doctor's certificate or a written statement signed by the employee setting forth the reason for the absence. In the case of an absence of more than 5 consecutive days, a doctor's certificate is required as a condition of approval.
- (d) In case of the death of a near relative, there shall be no deduction in the salary of the employee for absence on the day of the funeral. A near relative shall be defined as: first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent-in-law, or any other friend living in the employee's household.
- (e) In the case of the observance of recognized religious holidays, an employee may be absent without loss of pay on no more than 3 calendar days per year. The days so lost are to be counted in the sick leave of the employee.
- (f) An employee may be absent without loss of pay no more than 3 days per fiscal year for personal reasons of the employee. Such absences shall be included in the sick leave of the employee. Such absences must be approved by the chief school officers.

BRANDYWINE SCHOOL DISTRICT  
2011-2012  
LOCAL SALARY SCHEDULE

Years										
Exp.	ND	B	B+15	B+30	M	M+15	M+30	M+45	PhD	
1	\$10,726	\$12,231	\$13,415	\$14,270	\$15,260	\$15,970	\$16,677	\$17,383	\$18,097	
2	11,757	13,257	14,447	15,298	16,286	17,001	17,707	18,412	19,123	
3	12,782	14,287	15,474	16,323	17,315	18,029	18,735	19,442	20,155	
4	13,437	14,938	16,130	16,978	17,973	18,680	19,385	20,092	20,808	
5	14,217	15,716	16,907	17,756	18,753	19,458	20,165	20,872	21,583	
6	15,246	16,744	17,937	18,808	19,781	20,487	21,192	21,899	22,616	
7	16,271	17,779	18,969	19,816	20,810	21,521	22,228	22,933	23,644	
8	17,301	18,806	19,997	20,847	21,838	22,546	23,255	23,959	24,674	
9	18,333	19,837	21,025	21,872	22,864	23,579	24,284	24,991	25,704	
10	19,360	20,863	22,052	22,903	23,897	24,601	25,309	26,016	26,733	
11	20,390	21,892	23,084	23,931	24,928	25,632	26,338	27,044	27,759	
12	21,419	22,918	24,106	24,960	25,955	26,660	27,367	28,071	28,787	
13	22,444	23,947	25,137	25,986	26,986	27,689	28,396	29,101	29,818	
14	23,473	24,977	26,174	27,021	28,008	28,720	29,425	30,134	30,843	
15	24,503	26,007	27,199	28,047	29,040	29,748	30,453	31,161	31,871	
16	25,535	27,036	28,227	29,076	30,064	30,776	32,712	33,415	34,269	
17	26,562	28,066	29,254	30,106	31,974	33,605	35,103	35,810	36,668	

Employees shall receive a \$300 longevity increment beginning the 18<sup>th</sup> year of credited experience. Employees shall receive an additional \$450 longevity increment beginning the 21<sup>st</sup> year of credited experience and an additional \$650 longevity increment beginning the 26<sup>th</sup> year of credited experience. Such increments shall become a permanent part of the employee's salary and shall be paid each year thereafter.

BRANDYWINE SCHOOL DISTRICT  
2012-2013  
LOCAL SALARY SCHEDULE

<b>Years</b>									
<b>Exp.</b>	<b>ND</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>PhD</b>
<b>1</b>	\$10,940	\$12,476	\$13,684	\$14,555	\$15,565	\$16,290	\$17,011	\$17,730	\$18,459
<b>2</b>	11,992	13,522	14,736	15,603	16,612	17,341	18,062	18,780	19,506
<b>3</b>	13,038	14,573	15,784	16,649	17,661	18,390	19,110	19,831	20,558
<b>4</b>	13,705	15,237	16,452	17,318	18,333	19,053	19,773	20,494	21,224
<b>5</b>	14,502	16,030	17,245	18,111	19,128	19,847	20,568	21,289	22,015
<b>6</b>	15,551	17,079	18,295	19,184	20,177	20,897	21,616	22,337	23,068
<b>7</b>	16,597	18,134	19,349	20,213	21,226	21,951	22,672	23,392	24,117
<b>8</b>	17,647	19,183	20,397	21,264	22,275	22,997	23,720	24,439	25,167
<b>9</b>	18,699	20,233	21,445	22,309	23,321	24,050	24,770	25,491	26,218
<b>10</b>	19,748	21,280	22,493	23,361	24,375	25,093	25,815	26,536	27,267
<b>11</b>	20,798	22,330	23,545	24,409	25,427	26,145	26,865	27,584	28,314
<b>12</b>	21,848	23,376	24,588	25,459	26,474	27,193	27,914	28,633	29,362
<b>13</b>	22,893	24,426	25,640	26,506	27,526	28,243	28,964	29,683	30,414
<b>14</b>	23,943	25,477	26,697	27,561	28,569	29,295	30,013	30,737	31,460
<b>15</b>	24,993	26,527	27,743	28,608	29,621	30,343	31,063	31,785	32,508
<b>16</b>	26,045	27,577	28,791	29,658	30,665	31,391	33,366	34,083	34,955
<b>17</b>	27,094	28,627	29,839	30,708	32,613	34,277	35,805	36,526	37,401

Employees shall receive a \$300 longevity increment beginning the 18<sup>th</sup> year of credited experience. Employees shall receive an additional \$450 longevity increment beginning the 21<sup>st</sup> year of credited experience and an additional \$650 longevity increment beginning the 26<sup>th</sup> year of credited experience. Such increments shall become a permanent part of the employee's salary and shall be paid each year thereafter.

BRANDYWINE SCHOOL DISTRICT  
2013-2014  
LOCAL SALARY SCHEDULE

Years									
Exp.	ND	B	B+15	B+30	M	M+15	M+30	M+45	PhD
1	\$11,159	\$12,725	\$13,957	\$14,846	\$15,876	\$16,616	\$17,351	\$18,085	\$18,828
2	12,232	13,793	15,030	15,916	16,944	17,687	18,423	19,155	19,896
3	13,299	14,865	16,099	16,982	18,015	18,758	19,492	20,227	20,969
4	13,979	15,541	16,781	17,664	18,699	19,435	20,169	20,904	21,648
5	14,792	16,351	17,590	18,474	19,510	20,244	20,980	21,715	22,455
6	15,862	17,420	18,661	19,567	20,581	21,315	22,049	22,784	23,530
7	16,929	18,497	19,736	20,617	21,651	22,390	23,126	23,860	24,599
8	18,000	19,566	20,805	21,689	22,720	23,457	24,195	24,927	25,671
9	19,073	20,638	21,874	22,755	23,788	24,531	25,265	26,000	26,742
10	20,142	21,706	22,943	23,828	24,862	25,595	26,332	27,067	27,813
11	21,214	22,776	24,016	24,897	25,935	26,668	27,402	28,136	28,881
12	22,285	23,844	25,080	25,968	27,003	27,737	28,472	29,205	29,950
13	23,351	24,914	26,153	27,036	28,076	28,808	29,543	30,277	31,023
14	24,422	25,986	27,231	28,113	29,140	29,881	30,613	31,351	32,089
15	25,493	27,058	28,298	29,180	30,213	30,950	31,684	32,420	33,158
16	26,566	28,128	29,367	30,251	31,278	32,019	34,033	34,765	35,654
17	27,635	29,200	30,436	31,323	33,265	34,963	36,521	37,256	38,149

Employees shall receive a \$300 longevity increment beginning the 18<sup>th</sup> year of credited experience. Employees shall receive an additional \$450 longevity increment beginning the 21<sup>st</sup> year of credited experience and an additional \$650 longevity increment beginning the 26<sup>th</sup> year of credited experience. Such increments shall become a permanent part of the employee's salary and shall be paid each year thereafter.

SCHEDULE B

BRANDYWINE SCHOOL DISTRICT  
EXTRA PAY FOR EXTRA RESPONSIBILITY SCHEDULE  
HIGH SCHOOL INTERSCHOLASTIC SPORTS

POSITION	YEARS EXPERIENCE			
	0	1	2	3
Athletic Director	\$6,142	\$6,449	\$6,771	\$7,110
Football	5,529	5,804	6,092	6,400
Basketball (B & G)	4,912	5,158	5,415	5,686
Wrestling	4,912	5,158	5,415	5,686
Softball	4,912	5,158	5,415	5,686
Baseball	4,912	5,158	5,415	5,686
Hockey	3,684	3,865	4,065	4,267
Soccer (B & G)	3,684	3,865	4,065	4,267
Lacrosse (B & G)	3,684	3,865	4,065	4,267
Spring Track (B & G)	3,684	3,865	4,065	4,267
Swimming (B & G)	3,684	3,865	4,065	4,267
Volleyball	3,684	3,865	4,065	4,267
Winter Track (B & G)	2,780	2,921	3,065	3,218
Cheerleading (per season)	2,780	2,921	3,065	3,218
Diving (combined B & G)	2,780	2,921	3,065	3,218
Cross Country (B & G)	2,780	2,921	3,065	3,218
Tennis (B & G)	2,780	2,921	3,065	3,218
Golf	2,780	2,921	3,065	3,218

Pay scale for Assistant/JV Coaches at the High School level shall be 75% of the scale for Head Coach at the Assistant/JV Coach's experience level.

If a coach is responsible for coaching two (2) teams in the same sport that practice simultaneously and compete on the same date in the same location, such a coach shall be paid at the rate of 150% of the applicable scale for the sport. If the teams do not compete on the same date and/or in the same location, there shall be two (2) head coaches.

FRESHMEN ATHLETICS

Basketball (B & G)	2,458	2,582	2,708	2,848
Wrestling	1,839	1,933	2,028	2,131
Hockey	1,839	1,933	2,028	2,131
Soccer	1,839	1,933	2,028	2,131
Lacrosse	1,839	1,933	2,028	2,131
Softball	1,839	1,933	2,028	2,131
Baseball	1,839	1,933	2,028	2,131
Track (B & G)	1,839	1,933	2,028	2,131
Tennis (B & G)	1,839	1,933	2,028	2,131
Cheerleading (per season)	1,077	1,128	1,189	1,245

Pay scale for Assistant Coaches at the Freshmen level shall be 75% of the scale for Head Coach at the Assistant Coach's experience level.

If a coach is responsible for coaching two (2) teams in the same sport that practice simultaneously and compete on the same date in the same location, such a coach shall be paid at the rate of 150% of the applicable scale for the sport. If the teams do not compete on the same date and/or in the same location, there shall be two (2) head coaches.

In order to have a Freshmen Coach, the number of freshmen participating must be at least one (1) full team plus 50% of the number of students on a team. Pay scale for Freshmen Coaches is the same as the pay for Middle School Coaches.

BRANDYWINE SCHOOL DISTRICT  
EXTRA PAY FOR EXTRA RESPONSIBILITY SCHEDULE  
OTHER EPER POSITIONS - HIGH SCHOOL

POSITION	YEARS EXPERIENCE			
	0	1	2	3
Marching Band Director	\$5,529	\$5,804	\$6,092	\$6,400
Assistant Marching Band Director	4,147	4,354	4,570	4,801
Band Front Coordinator	1,535	1,614	1,695	1,776
Marching Band Percussion Instructor	1,535	1,614	1,695	1,776
Choir Director	2,458	2,582	2,708	2,848
Orchestra Director	2,458	2,582	2,708	2,848
Concert Band Director	2,458	2,582	2,708	2,848
Jazz Band Director	1,839	1,933	2,028	2,131
Drama Director (Major Production)	3,068	3,219	3,384	3,550
Musical Director (Major Production)	3,068	3,219	3,384	3,550
Musical Orchestra Director (Major Production)	1,839	1,933	2,028	2,131
Choreographer (Major Production)	1,839	1,933	2,028	2,131
Stagecraft (Set Design) (Major Production)	1,839	1,933	2,028	2,131
Sound/Lights (Major Production):				
Sound (Major Production)	921	964	1,014	1,064
Lights (Major Production)	921	964	1,014	1,064
Newspaper Advisor	1,226	1,288	1,355	1,420
Yearbook Advisor	3,864	4,058	4,260	4,474
Audiovisual Director	552	580	608	640
Student Council Advisor	1,535	1,614	1,695	1,776
Twelfth Grade Advisor	1,535	1,614	1,695	1,776
Eleventh Grade Advisor	1,226	1,288	1,355	1,420
Tenth Grade Advisor	921	964	1,014	1,064
Ninth Grade Advisor	921	964	1,014	1,064
Career and Technical Student Organizations (BPA, DECA, FCCLA, FFA, and TSA) (Summer Supplement: \$100/day to a maximum of \$500)	1,656	1,739	1,826	1,918
School Store Manager	1,226	1,288	1,355	1,420
Fitness Room Supervisor	1,226	1,288	1,355	1,420
Club Advisor	921	964	1,014	1,064
Department Chairpersons:				
Base	975	1,025	1,075	1,128
Unit (for each additional staff member)	185	196	207	215

SCHEDULE B

BRANDYWINE SCHOOL DISTRICT  
EXTRA PAY FOR EXTRA RESPONSIBILITY SCHEDULE  
MIDDLE SCHOOL ATHLETICS

POSITION	YEARS EXPERIENCE			
	0	1	2	3
Athletic Director	\$3,590	\$3,768	\$3,956	\$4,155
Basketball (B & G)	2,458	2,582	2,708	2,848
Wrestling	1,839	1,933	2,028	2,131
Hockey	1,839	1,933	2,028	2,131
Soccer	1,839	1,933	2,028	2,131
Lacrosse	1,839	1,933	2,028	2,131
Softball	1,839	1,933	2,028	2,131
Baseball	1,839	1,933	2,028	2,131
Volleyball	1,839	1,933	2,028	2,131
Track (B & G)	1,839	1,933	2,028	2,131
Special Olympics	1,839	1,933	2,028	2,131
Tennis (B & G)	1,839	1,933	2,028	2,131
Cheerleading (per season)	1,077	1,128	1,189	1,245

Pay scale for Assistant Coaches at the Middle School level shall be 75% of the scale for Head Coach at the Assistant Coach's experience level.

If a coach is responsible for coaching two (2) teams in the same sport that practice simultaneously and compete on the same date in the same location, such a coach shall be paid at the rate of 150% of the applicable scale for the sport. If the teams do not compete on the same date and/or in the same location, there shall be two (2) head coaches.

OTHER EPER POSITIONS - MIDDLE SCHOOL

Choir Director	1,226	1,288	1,355	1,420
Orchestra Director	1,226	1,288	1,355	1,420
Concert Band Director	2,458	2,582	2,708	2,848
Jazz Band Director	1,379	1,448	1,521	1,597
Drama Director	1,226	1,288	1,355	1,420
Musical Director	1,226	1,288	1,355	1,420
Newspaper Advisor	1,226	1,288	1,355	1,420
Yearbook Advisor	1,226	1,288	1,355	1,420
Audiovisual Director	552	580	608	640
Career and Technical Student Organizations (BPA, FCCLA, and TSA) (Summer Supplement: \$100/day to a maximum of \$500)	1,656	1,739	1,826	1,918
School Store Manager	1,226	1,288	1,355	1,420
Intramural Advisor	921	964	1,014	1,064
Club Advisor	921	964	1,014	1,064
Department Chairpersons/Team Leaders:				
Base	975	1,025	1,075	1,128
Unit (for each additional staff member)	185	196	207	215



BRANDYWINE SCHOOL DISTRICT  
EXTRA PAY FOR EXTRA RESPONSIBILITY SCHEDULE  
EPER POSITIONS – ELEMENTARY SCHOOL

POSITION	YEARS EXPERIENCE			
	0	1	2	3
Concert Band Director	\$1,226	\$1,288	\$1,355	\$1,420
Jazz Band Director	1,226	1,288	1,355	1,420
Choir Director	1,226	1,288	1,355	1,420
Orchestra Director	1,226	1,288	1,355	1,420
Yearbook Advisor	1,226	1,288	1,355	1,420
Club Advisor	921	964	1,014	1,064
Team Leaders:				
Base	975	1,025	1,075	1,128
Unit (for each additional staff member)	185	196	207	215

EPER POSITIONS – DISTRICT POSITIONS

Lead Teacher – Driver Education	2,500	2,500	2,500	2,500
District Team Leaders (for employees whose assignments are outside of the classroom):				
Base	975	1,025	1,075	1,128
Unit (for each additional staff member)	185	196	207	215

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