

AGREEMENT

between the

**CAPITAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**CAPITAL EDUCATIONAL SECRETARIES ASSOCIATION
DSEA/NEA**

July 1, 2018 through June 30, 2020



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PROLOGUE
(ex contract)

It is the purpose of this Agreement to promote and insure cooperation and understanding between the employer and the employees covered hereby and to insure representation in their employment relations in matters covering wages, salaries, hours, vacations, sick leaves, grievance procedures, and other terms and conditions of employment.

The Board and the Association agree that all employees are responsible for maintaining a continuous high level of service to the welfare and benefit of the students in the district.

The Board and the Association jointly pledge their cooperation to work together under this Agreement.

ARTICLE ONE
PREAMBLE

This agreement is entered into this July 1st of 2018, by and between the Board of Education of the Capital School District, Dover, Delaware, hereinafter called the Board, and the Capital Educational Secretaries Association, hereinafter called the "Association."

ARTICLE TWO
NEGOTIATION OF SUCCEEDING AGREEMENT

2:1 The parties agree to enter into collective negotiations over a succeeding Agreement in accordance with Chapter 40, Title 14, Delaware Code, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Either party may request negotiations in the school year in which this Agreement expires. Any Agreement so negotiated and adopted by the Board and by the Association shall be reduced to writing and signed by the Board and the Association.

2:2 This agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.

2:3 Neither party in any negotiations shall have any control over the selection of the negotiations representatives of the other party.

2:4 The representatives of both parties shall be fully empowered to negotiate; including the power and authority to enter into tentative agreements on any and all issues at any and all negotiations sessions.

ARTICLE THREE
RECOGNITION

3:1 The employer recognizes the Association, DSEA/NEA as the exclusive bargaining representative for the employees covered by this Agreement for the purpose of representing public employees in their employment relations with the employer in matters covering wages, salaries, hours, vacations, sick leave, grievance procedures, and other terms and conditions of employment.

3:2 The term "employee" as used herein shall mean any employee in the unit whether, regular, temporary, full-time or part-time, duly certified by the Public Employee Relations Board (PERB) in Case No. 90-10-056 or as subsequently modified by that Board, excluding confidential employees as defined by law. The provisions of this contract shall pertain to regular employees of the Capital School District, as defined. Employees of any sub-agency or program for which the district acts as the local education agency (LEA) shall be excluded.

3:3 The term "part-time employee" shall mean any employee who works less than thirty (30) hours per week on a regular basis.

3:4 The term "temporary employee" shall mean any employee who is employed by contract directly by the Capital School District in a position for a limited period of time and where there is no reasonable anticipation of continuing in district employment following the expiration of the known limited period of employment. Temporary employees shall receive all rights, privileges and benefits of this contract except for the provisions of 5:2, 9:3, 9:20, Article 11, Article 12, Article 13, and all leaves of absence under Article 16 except sick, personal, military, and Family Medical Leave (so long as leave doesn't extend beyond the term of employment), jury duty, and Association leave.

3:5 The term "casual employee" shall mean any person who is employed for a short period(s) of time and for a limited and temporary purpose. This type of employment is generally sporadic. No provisions of this contract shall apply to casual employees.

3:6 The term "probationary employee" shall mean any permanent employee who has less than one year of continuous employment with the district.

ARTICLE FOUR
RIGHTS OF THE BOARD

4:1 Except as limited by this Agreement:

The Capital School Board, on its own behalf and on behalf of the citizens of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Delaware and of the United States, and including the right to administer and to supervise the schools of the District and shall have the authority to determine policy and adopt rules and regulations for the general administration and supervision of the District schools. Such administration, supervision, and policy shall be conducted and formulated in accordance with Delaware law and the policies rules, and regulations of the State Board of Education.

4:2 The Board, subject to Delaware Code and in accordance with the policies, rules and regulations of the State Board of Education shall in addition to other duties:

4:2.1 determine the educational policies of the District and prescribe rules and regulations for the conduct and management of the schools;

4:2.2 determine the District's financial policies and accounting procedures;

4:2.3 establish a budgetary system and annual operating budgets;

4:2.4 establish management systems for the improvement of district operations;

4:2.5 make all reports required by the Secretary of Education, at such time, upon such time, upon such items and in such form as may be prescribed by the Secretary of Education.

4:2.6 appoint, select, and direct personnel; and

4:2.7 establish and implement staff evaluation procedures.

4:2.8 provide forms on which regular school employees shall make such reports as may be required by the Board.

4:3 In all matters under this Agreement calling for the exercise of judgement or discretion on the part of the Board, the decision of the Board will be final and binding, except where otherwise provided in this Agreement.

ARTICLE FIVE **UNION DUES**

5:1 The Board agrees to deduct Association dues from the salaries of employees as authorized by Chapter 40, Title 14, or applicable successor provisions of the Delaware Code. The total portion of annual dues remaining unpaid at the time an employee is separated from employment with the district will be deducted from the employees' final paycheck. The Association shall certify to the Board, in writing, the current rate of its unified membership dues and shall give the Board written notice prior to the effective date of any change.

5:2 All regular employees scheduled to be employed for more than 90 work days in any fiscal year, working as a member of the collective bargaining unit for more than thirty (30) days who are not, do not become, or do not remain members will, during any such period of non-membership, pay to the Association a service fee determined by the Association but not to exceed the dues required of its members. The procedure for the determination of the service fee and the rights of non-members of the Association will be provided them in compliance with DSEA Policies consistent with United States Supreme Court rulings. This fee obligation shall not apply to any member of the bargaining unit employed prior to December 15, 1999 except that any bargaining unit employee shall be subject to a service fee if she withdraws his/her membership in the Association at any time except for periods on unpaid leaves of absence.

The employer agrees to deduct the service fees from the earned wages or salary of each employee covered by this Agreement. Service fee deductions will be made according to State payroll. Such deductions for service fees are to be transmitted according to the State payroll schedule by the District, with a list of those from whom deductions have been made, to the designee of the Association, not later than ten (10) days after the pay day. The Association will notify the employer at least thirty (30) days prior to any change in service fees.

The Board will not be liable to its employees or to the Association for any claim arising from the application of the aforementioned provisions except where it has made an error, has acted in bad faith or engaged in willful misconduct.

The Personnel Office will make each applicant for employment aware of this article before hiring.

If the employee leaves the District's employ before the total amount of the fair share fee owed to the Association has been deducted, the District will deduct any amount owed to the Association from the employee's last paycheck and transmit it to the Association's designee, except for temporary employees whose contract term expires prior to June 30 of any year in which case the fair share fee shall be collected to the time of termination.

The Association will indemnify and hold the employer harmless against any and all claims, demands, costs incurred by the District, suits and other forms of liability that arise out of or by reason of any action taken or not taken by the District for the purpose of complying with any of the provisions of this collective bargaining agreement.

ARTICLE SIX **RESOLUTION OF EMPLOYEE CONCERNS**

6:1 DEFINITIONS:

The procedure established herein is designed to provide a mechanism for the resolution of employee concern(s) involving the application of Board policy or administrative rules/regulations or administrative decisions involving issues not subject to the grievance procedure contained herein. Employees who have a concern may seek resolution of such concern in the following manner:

6:2 PURPOSE:

The purpose of this procedure is to secure, at the lowest possible level, solutions to concerns. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6:3 PROCEDURE:

6:3.1 Failure at any step of this procedure to communicate the decision on a concern within the specified time limits shall permit the concerned employee to proceed to the next step. Failure at any step of this procedure to appeal a concern to the next step within the specified time limits shall terminate the complaint.

6:3.2 It is understood that employees shall, during and notwithstanding the pendency of any concern, continue to observe all assignments and applicable rules and regulations of the Board until such concern and any effect thereof shall have been fully determined.

6:3.3 The term days where used in this context refers to work days as defined by the Administrative Calendar.

6:3.4 In the presentation of a concern, the employee shall have the right to designate a representative of the Association to appear with him or her at any level. When a concerned employee is not directly represented by the Association, the Association may be represented.

6:3.5 Where evidence of hardship would result from compliance with the time regulations set forth in the above levels, a written request for an extension of time at any one of the levels in the concern

procedure shall be recognized. The period of extension of time shall be limited to two (2) days unless a longer period of time is mutually agreed to by the parties.

6:4 LEVEL ONE:

Any employee who has a concern shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.

6:5 LEVEL TWO:

If, as the result of the discussion, the matter is not resolved to the satisfaction of the concerned employee within three (3) days, he/she shall, within six (6) days of the original decision, set forth his/her concern in writing to the principal or immediate supervisor specifying:

- A. The nature of the concern and date of occurrence;
- B. The results of previous discussions;
- C. His or her dissatisfaction with the decision previously rendered; and
- D. The relief sought.

The principal or immediate supervisor shall, within five (5) days of receipt of the written concern, hold a hearing regarding the concern and shall communicate his or her decision in writing to the concerned employee within five (5) days of the close of the hearing(s).

6:6 LEVEL THREE:

The concerned employee, no later than five (5) days after receipt of the principal's or immediate supervisor's decision, may appeal said decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing, reciting the matter submitted to the principal or immediate supervisor as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent, or his/her designated representative, shall within ten (10) days hold a hearing with the concerned employee in an attempt to resolve the matter as quickly as possible. The Superintendent, or his/her designated representative, shall render his/her decision, along with his/her reasons, in writing to the employee and to the principal or immediate supervisor within ten (10) days of the close of the hearing(s).

6:7 LEVEL FOUR:

6:7.1 The concerned employee, no later than ten (10) days after receipt of the Superintendent's decision, may request that the Association appeal said decision to the Board of Education. If the Association determines that the concern should be appealed to the Board, it shall make such appeal no later than ten (10) days after the decision of the Superintendent. In such event, the official concern record maintained by the Superintendent shall be available for use by the Board of Education.

6:7.2 The Board of Education shall, within a period not to exceed fifteen (15) days nor less than eight (8) days, hold a hearing with the concerned employee and shall, within a period not to exceed ten (10) days of the completion of the hearing(s) render a final decision, along with its reasons, in writing to the concerned employee and to the Association representative.

6:8 MISCELLANEOUS:

6:8.1 All documents, communications, and records dealing with the processing of a concern shall be filed in a separate concern file and shall not be kept in the personnel file of any of the participants.

6:8.2 Hearings at any level of this procedure may be waived by mutual agreement of the parties.

6:8.3 A form for filing concerns shall be prepared jointly by the Association and the Administration, reproduced by the Administration and distributed to the Association so as to facilitate operation of the concern procedure. The appropriate form shall be used for filing a concern at each level of the procedure. This form will contain a section for undisputed facts.

6:8.4 All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

6:8.4.1 Both sides will present written documents five (5) days prior to the scheduled Board hearing.

6:8.4.2 Both parties will be present during presentations.

6:8.4.3 A written statement of facts will be jointly agreed upon at each level. Witnesses will be permitted if there is a dispute over facts.

6:8.4.4 There is a thirty (30) minute time limit on presentations, which is inclusive of presentation, witnesses, and rebuttal, but exclusive of Board questions and answers.

6:8.4.5 Five (5) days prior to the hearing, either side may make a written request for additional time, and must specify the time needed.

6:8.5 The Association shall have the right to initiate at Level Three those concerns which arise from District Level Decisions or in those cases where the concern directly affects more than one employee or more than one building.

6:8.6 If a Grievance and a Concern(s) arise from the same incident/situation, the alleged violations and remedies shall be consolidated for each and shall be processed and heard simultaneously until reaching the appeal level following the Superintendent's decision (Level III) at which time the Grievance proceeds to grievance mediation and the Concern to the School Board. The Grievant/Complainant shall clearly specify violations of the contract for the grievance and the policy, rule/regulation/administrative decision at issue for the Concern.

ARTICLE SEVEN
GRIEVANCE PROCEDURE

7:1 DEFINITIONS:

7:1.1 A grievance shall be defined as a written claim by an employee or by the Association stating the terms of this Agreement have been violated, misinterpreted or misapplied, resulting in the abridgment of rights granted to the employee or to the Association by this Agreement.

7:1.2 A grievant is the person, persons, or Association who files a grievance as provided for under this Agreement.

7:1.3 A party in interest is the person or persons, or the Association, making the claim, and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

7:1.4 A grievance, to be considered under this procedure, must be initiated by the employee(s) within twenty-five (25) days from the time when the employee(s) knew or should reasonably have known of its occurrence. This may be extended to a forty (40) day period if a request is made within the initial twenty-five (25) days.

7:1.5 The term "days" where used in this context refers to work employee work days.

7:1.6 Hearing is defined as an event wherein both parties shall have the opportunity to present facts and argument of their case and have a decision rendered

7:2 PURPOSE:

7:2.1 The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

7:3 PROCEDURE:

7:3.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall terminate the grievance.

7:3.2 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 Board until such grievance and any effect thereof shall have been fully determined.

7:3.3 At any level of the grievance procedure, the employee shall have the right to designate a representative of the Association to appear with him or her at any level. When a grievant is not directly represented by the Association, the Association may be represented.

7:3.4 Where evidence of hardship would result from compliance with the time regulations set forth in the above levels, a written request for an extension of time at any one of the levels in the Grievance Procedure shall be recognized. The period of extension of time shall be limited to two (2) days unless a longer period of time is mutually agreed to by the parties.

7:4 LEVEL ONE:

Any employee who has a grievance shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.

7:5 LEVEL TWO:

If, as the result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) days grievant shall, within ten (10) days of the Level One discussion, set forth his/her grievance in writing to the principal or immediate supervisor specifying:

- A. The nature of the grievance and date of occurrence;
- B. The specific terms of this Agreement that have been violated, misinterpreted or misapplied (cite Article and Section numbers), which have resulted in an abridgment of rights granted by this agreement;
- C. The results of previous discussions;
- D. His or her dissatisfaction with the decision previously rendered; and
- E. The relief sought.

The principal or immediate supervisor shall, within five (5) days of receipt of the written grievance, hold a hearing concerning the grievance and shall communicate his or her decision in writing to the grievant and the CESA President or designee within five (5) days of the close of the hearing(s).

7:6 LEVEL THREE:

The grievant, no later than five (5) days after receipt of the principal's or immediate supervisor's decision, may appeal said decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal or immediate supervisor as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent, or his/her designated representative, shall within ten (10) days hold a hearing with the grievant in an attempt to resolve the matter as quickly as possible. The Superintendent, or his/her designated representative, shall render his/her decision, along with his/her reasons, in writing to the employee, the CESA President or designee, and to the principal or immediate supervisor within ten (10) days of the close of the hearing(s).

7:7 LEVEL FOUR:

The decision of the Superintendent or his/her designee shall finally determine the matter unless the Association, within ten (10) days of the Superintendent's decision, advises the Superintendent of its desire to proceed to grievance mediation. A joint request, which shall state in reasonable detail the nature of the dispute shall be made to the Federal Mediation and Conciliation Service (FMCS) for a mediator. The parties shall then be bound by the rules and procedures of the FMCS for the appointment and conduct of the session(s). The mediator shall hold hearings promptly and shall work with both parties to resolve the dispute. Failing resolution, the mediator will be requested to issue a recommendation, within FMCS time guidelines, on how he/she would rule should the dispute go to arbitration. Cost of mediation, if any, shall be borne equally by both parties. The Association shall represent the grievant at the mediation level.

7:8 Arbitration

- 7:8.1 If the grievance mediation process fails to produce a resolution acceptable to the Association, it may submit an arbitration demand to the public Employment Relations Board. The Demand must be postmarked within 15 days following the concluding grievance mediation session. A copy of the Demand shall be sent to the Superintendent.
- 7:8.2 Section 4013 (c.) of Title 14 of the Delaware Code and relevant regulations of the PERB shall control the arbitration proceeding. A copy of the current language of Section 4013 (c.) is attached as Appendix E.
- 7:8.3 Claims relating to the matters identified in Section 4013 (c.) (2), although not arbitrable, may be appealed through grievance mediation.

7:9 MISCELLANEOUS:

7:9.1 Commencing with Level One of the Grievance Procedure, the grievant may be accompanied by a representative of his/her own choosing.

7:9.2 If the grievant does not choose to be accompanied and represented by an Association grievance representative, the Association shall have the right to be present and to state its views at all levels of the grievance procedure. In the event that a grievant requests in writing that the Association representative not be present because of the personal, confidential and/or embarrassing nature of the grievance, such request shall be submitted to both the appropriate administrator and the Association for disposition. If the Association does not agree to waive its presence at such meeting(s) or hearing(s), the request of the grievant shall not be honored. In that event, the grievant may terminate the grievance which ends all action on that specific grievance but does not set a precedent in future grievances.

7:9.3 If the employee elected to be represented, he/she must still be present at any level of the grievance procedure where his/her grievance is to be discussed, except that he/she need not be present where it is mutually agreed that no facts are in dispute; and when the sole question is the interpretation of this Agreement.

7:9.4 Where grievance proceedings are mutually scheduled by the parties during school time, persons proper to be present shall suffer no loss of pay nor leave. In the cases of grievance mediation and arbitration, CESA representatives, witnesses, and grievant(s) may be present without loss of pay or leave, nor shall the CESA be charged Association Leave for said appearances. In the event of a class action grievance, only 2 grievants may appear without loss of pay or leave. In the event that a dispute arises as to whether it is proper that a person is proper to be present at the grievance, such dispute shall be subject to resolution through the grievance procedure. In the event of such dispute, the time limits for the original grievance shall be suspended until the dispute relative to this issue is resolved.

7:9.5 No documents, communications, and records which are developed in connection with the processing of a grievance shall be filed in the District's file pertaining to the employee. Such documents shall be kept in a separate grievance file.

7:9.6 A form for filing grievances shall be prepared jointly by the Association and the Administration, reproduced by the Administration and distributed to the Association so as to facilitate operations of the grievance procedure. The appropriate form shall be used for filing a grievance at each level of the procedure.

7:9.7 Hearings at any level of the grievance procedure may be waived by mutual agreement of the parties.

7:9.8 The Association and the Board agree that no reprisals will be taken against any person involved in the grievance procedure, by the Association or by the Board or any of the representatives of either party, as a result of an individual's participation in the grievance procedure.

7:9.9 All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

7:10 A grievance relating to suspension or discharge may be initiated at Level Three and appealed through binding arbitration.

7:11 The Association shall have the right to initiate at Level Three those grievances which arise from District level decisions or in those cases where the grievance affects employees in more than one building.

7:12 If a Grievance and a Concern(s) arise from the same incident/situation, the alleged violations and remedies shall be consolidated for each and shall be processed and heard simultaneously until reaching the appeal level following the Superintendent's decision (Level III) at which time the Grievance proceeds to grievance mediation and the Concern to the School Board. The Grievant/ Complainant shall clearly specify violations of the contract for the grievance and the policy, rule/regulation/ administrative decision at issue for the Concern.

ARTICLE EIGHT **RIGHTS OF THE ASSOCIATION**

8:1. The Board agrees to provide to the Association those records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement to the extent that such records are held in the public domain.

8:1.2 The administration shall provide a copy of administrative directives which are not confidential to administration and supervisory personnel and which directly affect the employment relations of employees, to the Association President at the time of the issuance or posting of the directive.

8:1.3 A copy of current Board policy will be provided to the Association President when requested. Board agendas will be posted on the Capital School District's web site seven (7) days prior to the scheduled Board meeting. Minutes of Board meetings will be posted on the Capital School District's website as soon as they are available.

8:2 The Association shall have the right to use school buildings, with prior notification to the principal, for meetings during times when buildings are manned by custodial staff; provided that such does not interfere with nor impair the instructional program. If the use of said facilities by the Association results in any expense, the Association shall reimburse the Board for said expense.

8:2.1 The Association shall have the right to use school facilities and equipment, including typewriters, adding machines, computers, printers, copiers and other duplicating machines, fax

machines, and telephones, when such equipment is not otherwise in use, provided that the request is made and use arranged for in advance; the use is strictly to service business of the Association; the purpose is for the internal use of the Association and not for public distribution; and supplies in connection with such equipment use will be furnished or paid for by the Association. School equipment may not be used for illegal purposes. School copiers may not be used for partisan political purposes other than as information to Association members.

8:2.2 The Board agrees to permit the Association the exclusive use of an adequate section of one bulletin board in a lounge area for secretarial personnel for the purpose of posting official Association notices. The authorized Association representative of each building shall be responsible for the posting of all such notices and the content thereof. Information of official Association business may be distributed to members in the buildings subject to Board policies on distributing political materials, free materials, and special interest materials and Administrative Regulation #8. Copies of all such material will be given to the principal/supervisor before posting, but his/her approval of the material will not be required.

8:3. Duly authorized representatives of the Association and its respective affiliates shall have the right to transact official Association business on school property at all reasonable times provided that this activity does not interfere nor interrupt the normal school operations.

8:3.1 The Board shall provide the equivalent of twelve (12) days per year of release time, of which not more than three (3) days may be used consecutively, to the President of the Association or his/her designee to attend Association-sponsored summer training programs and governance functions. Said time shall be in addition to temporary leave days. In addition, the President of the Association or his/her designee may request in writing from the Superintendent up to an additional three (3) days to perform his/her function as Association President. Such written requests shall be made to the Superintendent. Up to four (4) members of the CESA bargaining team will be released from duties for negotiations sessions that could be mutually scheduled during the work day.

8:4 The rights negotiated by the Association in this agreement shall not be granted to any other similar organization for the duration of the agreement.

8:5 The Board shall request that the Association appoint representatives to district-level committees, task forces and study groups that are established by the Board of Education or by federal or state law and that pertain to the employment duties of bargaining unit employees.

8:6 The Superintendent or his/her designee shall inform the Association in writing of the name, school and position of any person eligible for bargaining unit membership as soon as it is reasonable or practical.

8:7 Employees shall be permitted to attend one Association meeting every other month beginning at 3:30 p.m.

ARTICLE NINE **EMPLOYEE RIGHTS**

9:1 As per Title 14, Chapter 40 of the Delaware Code, employees shall have the right to organize, form, join or assist any employee organization; negotiate collectively or grieve through representatives of their own choosing; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or

protection insofar as any such activity is not prohibited by the chapter or any other law of the state; and be represented by their exclusive representative without discrimination.

9:2 The rights specified in this agreement shall be in addition to and not be construed to deny or restrict any employee such rights as he/she may have under state or federal laws or regulations.

9:3 No regular non-probationary employee shall be dismissed, disciplined, reprimanded, reduced in rank or compensation without just cause.

9:4 No employee shall be prevented from wearing or displaying pins or other reasonable identification of membership in the Association or its affiliates.

9:5 No employee shall be disciplined, or reprimanded in front of his/her associates, students and/or parents of students by the Board or any of its supervisory or administrative employees.

9:6 Employees shall have full rights of citizenship if so entitled.

9:7 The parties agree that their designated representatives shall not discriminate against, interfere with, restrain or coerce employees in the right to or not to organize, join, or participate in Association activities.

9:8 In accordance with and to the extent allowable by law, an employee may within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quiet a disturbance threatening immediate physical injury to him/herself and others or the destruction of property.

9:9 The Board and Association agree that there shall be no discrimination against any employee or applicant for employment, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of the Agreement on the basis of race, creed, color, age, religion, national origin, sex, sexual preference, domicile or marital status.

9:10 Whenever an employee is required to appear before the Board or any administrative or supervisory employee concerning any matter which may result in a written disciplinary action, the employee shall be given two (2) days written notice of the purpose and time of such meeting. The employee shall have the right to Association representation at such meeting.

9:11 Employees will be required to wear a District ID, which will entitle themselves and guest to all home school-sponsored activities such as inter-scholastic sports and extracurricular activities.

9:12 Employees may leave the building without permission during lunch periods (upon notification of such absence to the immediate supervisor.). Notification should be given to an administrator/designee that they are leaving the building based upon the established procedure for that site/office.

9:13 Any formal complaint regarding an employee made to any member of the administration by someone other than an administrator shall be brought to the attention of the employee, by no later than the end of the next day the supervisor and employee are at work. The principal or immediate supervisor shall meet with the employee to apprise him/her of the full nature of the complaint, including the name of the complainant, and they shall attempt to resolve the matter in the best possible way. Any complaint/concern not brought to the

employee's attention shall not be used for evaluation or disciplinary action. Administrators are encouraged to promptly bring informal concerns to the attention of the employee.

9:14 If any administrator/supervisor has a concern or complaint about an employee, said concern or complaint shall be brought to the attention of the employee within three (3) days the supervisor and employee are working.

9:15 Any suspension of an employee for disciplinary reasons may be with pay. Any suspension of an employee pending criminal charges will be with pay and benefits for up to 60 work days or until the disposition of the criminal charges, whichever is sooner. Beyond 60 days, the employee shall receive 50% pay and full benefits until the final disposition of the charges. Nothing herein shall prevent the employer from taking disciplinary action for just cause during this period. The employee will be reinstated with back pay if the employee is exonerated of all criminal charges.

9:16 The Board shall reimburse employees for personal property damaged or destroyed as the result of student assault up to the amount of the deductible is specified in the district's insurance policy.

9:17 The provisions of this Agreement and all Rules and Regulations governing employee conduct shall be applied in a manner which are not arbitrary, capricious, or discriminatory.

9:18 Employees shall not be required to administer medication to pupils. The Board shall indemnify and save harmless from any liability employees who administer medication to pupils in direct response to an order from supervisory personnel.

9:19 At the discretion of the Superintendent or designee, as part of the process to fill an administrative position at a site, the most senior Secretarial employee having direct interaction with that administrative position, will have the opportunity to participate in candidate interviews.

9:20 All monitoring or observation of employees shall be with the employee's full knowledge, except if secrecy is necessitated by a criminal investigation.

9:21 The Association recognizes the administration's right to monitor and record employee absences and apply progressive discipline in documented cases of fraud or abuse.

ARTICLE TEN **PERSONNEL FILES**

10:1 All official employee files as determined by the Board and/or Administration shall be maintained by the Central Administration according to the conditions of this Article. Only such material as has been properly placed maintained in the official personnel file of an employee may be used in any disciplinary proceeding against such employee.

10:2 No material pertaining to an employee's conduct, quality of service, character, or personality shall be placed in the employee's personnel file until the employee has been given an opportunity to read such material. The employee shall acknowledge that he/she has read such material by affixing his/her signature and the date of review on the copy to be filed. The material to be signed shall contain the sentence "This signature

acknowledges receipt and in no way indicates agreement with the contents thereof" directly above the signature line of the employee. The employee must return the material with his/her signature within three (3) working days of receipt. The employee shall also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent or designee and attached to the file copy.

10:3 Upon request by an employee, he/she shall be given access to his/her personnel file. This access shall be granted within two (2) working days of the request as determined by the administrative calendar.

10:4 An employee shall be permitted to have material in his/her personnel file reproduced. Such reproduction shall be done in the district office at cost.

10:5 Employees will keep their personnel files up to date on forms supplied by the administration concerning names (beneficiaries, persons to be notified in case of emergencies, dependents, etc.), addresses, telephone numbers, marital status, and other information needed for personnel administration.

10:6 Materials for the file shall not be removed from the offices of the school administration.

10:7 A representative of the school administration shall be present at any inspection or reproduction of an employee's files.

10:8 A representative of the Association shall, at the employee's request, accompany the employee during the review of his/her files.

10:9 The examination of an employee's file shall be limited to district administrative personnel and/or their "confidential" secretaries who have authorized access and Association representatives designated by said employee. Each file shall contain a record indicating who has reviewed it, the date and the reason for the review.

10:10 All pre-employment data will be filed in the Superintendent's Office and is not subject to review by the employee and the Association.

10:11 An employee may make a written request to the Superintendent to expunge or correct specific documents in his/her personnel file. The decision of the Superintendent may be appealed to the Board of Education, whose decision is final and non-grievable.

10:12 The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents. It shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE ELEVEN **EVALUATION**

11:1 All evaluations of employees shall be conducted and signed by the building principal or the immediate supervisor. A probationary employee will be evaluated twice by his/her supervisor during the one year probationary period. If within the one year probationary period, the District terminates the employment on a probationary period for just cause; the termination shall not be appealable through the Grievance Procedure.

11:2 An employee shall be given a copy of any evaluation report at least two (2) working days prior to any conference to discuss it. No such report shall be submitted to the central office, placed into the employee's personnel file or otherwise acted upon without a conference with the employee. Said conference shall occur within six (6) working days following the receipt of the evaluation report. Employees will sign the evaluation form after the conference to signify that the conference has occurred. Employees shall have the right to comment in writing about the contents of any evaluation and said comments shall be attached to the evaluation report in his/her official personnel file.

11:3 Any evaluation which contains a category that is evaluated less than satisfactory must be supplemented by documentation and a specific written prescriptive plan for improvement mutually developed by the employee and evaluator. Such a plan will provide for reasonable assistance in implementing recommendations for improvement. Adequate time will be provided in the prescriptive plan to give the employee the opportunity to implement and become proficient in any recommendation made by the evaluator in the evaluation report.

11:4 Final evaluation of an employee upon termination of his/her employment shall be concluded as of the last day of employment and no further evaluation statement shall be placed in the personnel file of such employee after such date. The employee shall receive a copy of the final evaluation within 10 work days of termination.

11:5 A formal evaluation shall occur at least once a year.

11:6 Ratings and comments by the evaluator of an employee shall not be subject to challenge through the grievance procedure.

11:7 All monitoring or observation of the work performance of employees through use of eavesdropping, public address, audio or video systems, telephone surveillance devices or similar surveillance devices shall be prohibited unless mutually agreed upon by evaluator and employee.

ARTICLE TWELVE **SENIORITY, LAYOFF, AND RECALL**

12:1 **Definitions:**

12:1.1 The term "seniority" as used in this Agreement shall be calculated as length of continuous service in the District within the Secretarial classification. Service in part-time Secretarial positions shall count toward seniority on an actual prorated basis.

12:1.2 The term "RIF" (reduction in force) shall mean the elimination or reduction in a position(s) within the bargaining unit caused by a closing of a school(s), decline in secretarial units, or elimination of program(s).

12:1.3 The term "recall" shall mean the offer of assignment to an employee who has been RIFed to a full or part-time within the secretarial classification.

12:1.4 The term "displace" shall mean the act of assuming another employee's position due to RIF. A displaced employee is one whose position was assumed by another employee under this provision of the contract.

12:2 By March 1st of each year, the Association will receive a current seniority list and updates as requested. The Association President will be notified of all new hires, terminations, promotions and demotions as soon as practical.

12:3 An employee shall lose his/her seniority under the following circumstances:

- (a) resignation or discharge for just cause (and the discharge is sustained);
- (b) retirement;
- (c) failure to return to work from a leave of absence or failure to notify the District of intent of return to work within the specific time requirements;
- (d) failure to respond to proper recall notice (see 12:8) or laid-off for more than two (2) years.

12:4 Upon satisfactory completion of the probationary period, the employee's seniority shall be established as the date of hire in the regular permanent position. Temporary employees who become permanent employees shall have seniority established as of date of hire in the permanent position.

12:5 If a reduction in force is necessary beyond normal attrition, the Board shall determine the number of positions that will be reduced, as well as the date such reductions are needed, provided, however, that an affected employee is given written notice sixty (60) working days prior to effective date of such reduction in force. The President of the Association shall be notified of the board's intent to implement a reduction in force. The Association will have the opportunity to discuss the decision and impact of such reduction.

12:6 To accomplish a reduction in force an employee will be rified according to categories established by the job descriptions. In the event that a person of greater seniority is rified from within a category he/she may displace the least senior employee in the same category. If there is not a less senior employee to be displaced within the same category, the RIF'd employee may displace the least senior employee in the next lower paying category. Employees subsequently displaced through this process shall exercise the same rights as above. No non-bargaining unit employee shall have RIF and recall rights within this bargaining unit. In the event two or more employees have the same length of Secretarial services in the Capital district, the following criteria shall be used in the order enumerated as tie-breakers:

- (a) length of in-district service
- (b) length of state service (as properly credited in the State Pension System)
- (c) additional training obtained
- (c) lottery.

12:6.1 Displacing another employee is not considered a transfer.

12:7 Recall: Employees shall be recalled in the inverse order of RIF when a position in their category or one of lower pay for which they are qualified is open and shall receive the salary of the category to which they are recalled. If an employee is recalled to a category which is lower paying than the one for which the employee was RIF'd, said employee shall be given preference to transfer into the first vacancy within his/her original category. From within the same category, displaced employees shall have preference over other in-unit transfer applicants.

12:8 Recall List: Employees who are RIF'd shall be automatically placed on the recall list for a period equal to their length of service but not to exceed two (2) years. To remain on the recall list for a second year, the employee must respond to the District at the end of one year. Failure to respond in writing and/or electronic mail with verification of receipt to that notification in writing shall eliminate the employee from the recall list.

12:9 Employees who are eligible for recall must keep the school district informed in person or by certified mail of any changes in their address. If notice is in person, the individual shall be given written acknowledgment of the change of address.

12:10 Refusal of an employee to accept a full-time position for which they are qualified within ten (10) days of the postmarked date on the certified notice and then to report to work within ten (10) days of that decision will relieve the Board of further obligation to offer re-employment.

12:11 Time lost by an employee RIF'd under the provisions of this article who is subsequently recalled under provisions of this article shall not be considered to interrupt continuous service; but such time shall not be counted toward additional service or be a criterion for holiday, vacation, pay, or other benefits as set forth in this Agreement.

12:12 Employees on Board approved leaves of absence shall be subject to the RIF provision of this Article.

12:13 An employee on the recall list may refuse a part-time position without jeopardizing his/her position on the recall list.

12:14 RIF'd employees may continue benefits at employee expense as prescribed by federal and state guidelines.

ARTICLE THIRTEEN **VACANCIES, TRANSFERS AND PROMOTIONS**

13:1 Posting

13:1.1 Notices for vacancies in this bargaining unit shall be posted in each building as they occur and a copy sent to the Association President. Notices shall be posted a minimum of ten (10) days prior to the application deadline. No permanent appointment shall be made until after the deadline for filing applications.

13:1.2 The posted notices of vacancies shall contain:

- A. Type of vacancy
- B. Position description
- C. Location and shift
- D. Starting date
- E. Qualifications
- F. Salary range
- G. Other relevant information
- F. Closing date

13:1.3 The district will make every effort to fill vacancies within fifteen (15) days after the closing date for applications.

13:1.4 If a mandatory test is required, the posting of the vacancy shall contain the criteria for passing such test, including words per minute for shorthand and typing as specified in the particular job description. If a mandatory test is required, the test shall be given to all applicants and shall be standardized and administered uniformly.

13:1.5 Outside candidates may be selected for any position and must have superior qualifications to those possessed by internal candidates.

13:2 DEFINITIONS

13:2.1 Regular Vacancy - A vacancy resulting from a previously occupied position or one caused by the generation of increased state units, or a newly created position.

13:2.2 Temporary Vacancy - A vacancy resulting from leaves of absence, special assignment, or any position that is filled by a temporary contract.

13:2.3 Reassignment - Changing an individual's position on the staff of a building to another position in that building.

13:3 VOLUNTARY TRANSFERS (lateral):

13:3.1 Employees may request a voluntary lateral transfer in accordance with the procedure set forth in this Article.

13:3.2 Employees who desire a lateral transfer must file a written request with the Human Resources Office within the (10) days of each posting date.

13:3.3 In the determination of requests for voluntary lateral transfer to a vacancy, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the requirements and best interest of the school system. Criteria to be considered are: certification; qualifications; overall pattern of attendance and punctuality; evaluations; pertinent experience; additional course work; system-wide balance; seniority; and an interview with the principal/supervisor. If the qualifications of two (2) or more internal applicants are relatively equal, the applicant with greater seniority shall be awarded the position.

13:3.4 Timelines for grievance hearings up to and including the Board of Education for voluntary transfers will be expedited by all parties to minimize disruption of other affected staff.

13:3.5 Internal applicants who are not chosen will be notified in writing. The reason for the denial will be provided to the unsuccessful employee, upon request.

13:4 PROMOTIONS

13:4.1 Employees to be considered for a promotion must file applications no later than the closing date set forth in the posting notice.

13:4.2 Applicants for promotion will be judged on the basis of certification; qualifications; overall pattern of attendance and punctuality; evaluations; pertinent experience; additional course work; system-wide balance; supervisory experience; seniority; and an interview with the principal/supervisor. If the qualifications of two (2) or more internal applicants are relatively equal, the applicant with greater seniority shall be awarded the position.

13:4.3 Internal applicants who are not chosen will be notified in writing. The reason for the denial will be provided to the unsuccessful employee, upon request.

13:4.4 Temporary promotions may be offered by work location using the same criteria as permanent promotions. The employee shall receive the higher rate of pay for that position during the time worked. At the expiration of a temporary promotion, all affected employees shall return to their former positions.

13:5 INVOLUNTARY TRANSFERS

Involuntary transfers may be made. If a permanent transfer is necessary to meet operational needs, no employee volunteers, and all other available means of filling the position have been exhausted, the least senior affected employee shall be transferred. An employee involuntarily transferred shall have first preference to available vacancies in his/her classification, over lateral or promotional candidates or applicants from outside the district. If an involuntary transfer is made for reasons other than for the operational needs of the district, seniority need not be considered and the preference to available positions will not apply. In such case, the need shall be demonstrated by the District and the Association shall be informed of the circumstances.

13:6 REASSIGNMENT

Reassignment is the movement of an employee from one position to another within the same classification (lateral) within a building/site/administrative unit enacted by the administration. An employee may request a reassignment at any time. Prior to any reassignment, all affected employees shall be consulted. If the reassignment is for operational needs, volunteers will be sought in order of seniority, most senior first. Absent volunteers the least senior among the affected employees will be reassigned. An employee involuntarily reassigned shall have the right to return to the previous position before opening the position for transfer/promotional candidates. If an involuntary reassignment is made for reasons other than for the operational needs of the district, seniority need not be considered and the preference to available positions will not apply. In such case, the need shall be demonstrated by the District and the Association shall be informed of the circumstances.

13:7 During periods of school construction, staffing arrangements may change. In such event the Association and the District will discuss the situation with the intent of reaching agreement on a plan which accommodates the employees' and Districts' needs.

ARTICLE FOURTEEN VACATIONS

14.1 Employees shall receive, on July 1 of any given year, vacation time, pro-rated for the time employed less than a year, as follows:

Years of Service

Vacation Time

Beg.0 - 4	15 days
Beg 5 - 9	20 days
Beg. 10	26 days

- 14:2 Pay for all vacations will be based on the rate of pay at the time of the vacation.
- 14:3 Employees who terminate their employment shall be paid for all accrued vacation.
- 14:4 If an employee dies, the estate will be paid for any accrued vacation in accordance with State Law.
- 14:5 In accordance with State Law, an employee may accrue up to 42 days of vacation. However, any time accumulated as compensatory time shall be excluded from this provision. Compensatory time shall be accumulated as per the Federal Fair Labor Standards Act.
- 14:6 The district shall have the right to determine vacation schedules.
- 14:7 From the receipt of the vacation request form, an employee will be notified by the principal/immediate supervisor of the approval or rejection by the end of the next working day.

ARTICLE FIFTEEN
HOLIDAYS

15:1 The following are holidays with pay for clerical employees:

Independence Day	New Years Eve Day
Labor Day	New Years Day
Martin Luther King Jr. Day	Friday after Thanksgiving
Christmas Day	Thanksgiving Day
Christmas Eve Day	President's Day
Memorial Day	Good Friday
Presidential Election Day	Veterans Day
General Election Day	

- 15:2 The holidays listed above shall follow the approved school calendar.
- 15:3 Any employee required to work on any of the holidays in Article 15.1 shall be paid double time for all hours worked.
- 15:4 Holidays falling on a Saturday or Sunday will be observed on the closest work day (i.e. Saturday holiday observed on preceding Friday; Sunday holiday observed on the following Monday.)

ARTICLE SIXTEEN
LEAVES OF ABSENCE

16:1 Leaves of absence, including sick leave and absences for other reasons, shall be according to Delaware State Law; and, in the event the law(s) related to leaves of absence, including sick leave and absences for other reasons is modified or amended, such amendments or modifications shall also be incorporated as part of this Agreement and shall supersede or modify any conflicting portion of this Article. A summary of State Law is placed at the end of this Agreement as Appendix B.

16:1.1 From the receipt of the personal leave request form, an employee will be notified by the principal/immediate supervisor of the approval or rejection by the end of the next working day.

16:2.1 A leave of absence without pay and without credit for experience toward salary computation, seniority or pension eligibility or computation of up to one (1) year shall be granted for the purpose of caring for a critically ill member of the employee's immediate family with proper medical certification. Additional leave, for one (1) additional year only, may be granted upon recommendation of the Superintendent and approval by the Board. The Family Medical Leave Act may be applied in conjunction with this leave of absence.

16:2.2 Any employee elected to an office of the Delaware State Education Association or the National Education Association shall be granted a leave of absence without pay for a period of two (2) years. Such leave shall be renewable. Such leave shall be granted to not more than one (1) employee at any time, and the leave holder shall continue to accumulate seniority.

16:2.3 The employee on extended leave, paid or unpaid, shall notify the Human Resource Office by certified mail, return receipt requested, no less than sixty (60) calendar days prior to his/her intention to return to or resign from his/her position in the District.

16:2.4 At the end of an extended leave, the employee shall be assigned to the same or a similar position to the one from which leave was granted in accordance with his/her seniority.

16:2.5 Additional sick leave or leaves of absence for other reasons may be considered on an individual basis.

16:2.6 Employees on unpaid leaves of absence shall be able to continue to participate in Board sponsored group benefit programs at their own expense provided the company providing such benefits agrees.

16:2.7 Unpaid leaves of absence shall not constitute a break in continuous service but neither shall such leave time be credited toward seniority in the District or be a criterion for holiday, vacation, pay or other benefits, as set forth in this Agreement.

16:3 Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service under the provisions of School Law. Evidence of such service shall be provided to the employer.

16:3.1 Employees are expected to report to work when excused from jury duty if two or more hours remain in their work day.

16:4 In addition to State-provided personal leave, the District will provide that 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 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 this proceeding.

16:5 It is the employee's responsibility to report the inability to be on at least one hour before the start of the workday, except in the case of an emergency, in the manner prescribed by his/her principal or immediate supervisor. An employee may be required to submit a doctor's excuse for usage of sick leave.

16:6 Employees will be provided an annual record of their sick leave balance.

16:7 Leave without pay may be granted to delegates to participate in the annual NEA Convention and the annual DSEA Leadership Academy. Association days may be used for the purposes as outlined in Article 8.

16:8 Parental leave shall be granted to either parent upon the birth or adoption of a child based upon the rules and regulations adopted by the State Board of Education for maternity leave found in Appendix D. Such child care leave may be used in coordination with the provisions of the Family Medical Leave Act.

16:9 Incentive pay will be granted to those employees who maintain a good attendance record. A separate fund of \$1,000 will be annually budgeted to pay full-time members that have been employed during the calendar year who use no more three (3) days (any combination of sick and personal days). The amount will be equally divided among those who are eligible by October 1st of the succeeding school year.

ARTICLE SEVENTEEN **HOURS AND WORKING CONDITIONS**

17:1 Employees shall work as outlined in Title 14 Section 1335

17:2 Employees shall work as outlined in Title 14 Section 1335

17:3 Any authorized work in excess of the employee's regular work hours shall be paid at one and a half (1 1/2) hours for each hour worked or by mutual agreement, compensatory time at the rate of 1 1/2 hours for each hour worked in accordance with the operational needs of the district. However, Senior Secretaries assigned to school buildings shall attend the annual open house upon the request of his/her supervisor and shall be paid overtime if the hours worked in that week exceed forty hours.

17:4 Work assignments shall be distributed as equitably as possible within each classification at each work site.

17:5 Employees shall suffer no loss in pay in the event a state of emergency is declared resulting in the schools being closed or in the event employees' hours are reduced due to emergency closings.

17:6 When schools are closed for students due to inclement weather, employees will report to work unless they are directed to delay the start of the day or not report to work by their supervisors. An employee will not be denied the use of a personal day or vacation day on an inclement weather day. On days when schools are

closed early due to inclement weather, excluding heat where air conditioned facilities are available, and on days before a holiday employees may leave the work site at the time the last bus has departed or at non-school sites, at the discretion of the Superintendent.

17.7 It is the District's policy that where a building or office purchases new secretarial equipment for that building or office, then the secretaries in that office or building who will be affected will be consulted. Failure to do so will not invalidate the purchase nor be the grounds for grievance. Where new equipment requires training, the supervisor, where feasible, will allocate the time necessary during normal working hours for such training. Where such training is necessary but cannot be given by the District, the District, in its discretion, may authorize compensatory time for training given outside normal working time.

17:8 The Association may arrange and conduct at least the equivalent of two (2) full day in-service programs per year for secretaries. Employees shall be released to attend such a program. Expenses for such a program shall be borne by the Board up to an amount equal to \$200.

17:9 The District will budget at least \$500 per elementary building for use as compensation for individuals to assist the building secretary(ies) during the summer months. This initiative is in addition to whatever assistance has been provided to any secretary in the past. The work to be done, who will do the work, a job description for the work to be performed, the hours of work, and the compensation for these services shall be determined by the principal in consultation with the building secretary(ies).

17:10 Professional Attire

Rationale:

Education is an honorable profession. Thus it is appropriate for a premier school district to set and maintain standards of professional dress befitting the importance of the educational process. When employees dress for work they should do so with the attitude that they are preparing to do something important and that they are representative of the educational process to our public constituents and students. These guidelines, however, must be applied in the context of the activity, age and abilities of the students served, and the physical environment at the time.

Guidelines for Professional Dress:

In no way should an employee's attire cause a distraction to the educational purposes of the school:

No article of clothing or accessory may suggest sexual overtones or contain obscene, vulgar, profane, sacrilegious, discriminatory prints or refer to or display alcohol, tobacco, drugs or firearms. It is suggested that T-shirts not be worn unless germane to the instructional duty:

Shoes or other appropriate footwear must be worn at all times. No slippers or flip-flops may be worn.

Proper undergarments must be worn at all times and must not be worn in a manner that renders them visible to the onlooker.

Tops will not reveal midriffs or excessive cleavage. Muscle shirts, tank tops, apron tops, or spaghetti strap tops, halter tops, tube tops, crop tops, mesh/fishnet or see-through materials are inappropriate for the instructional environment.

No shorts, skirts, or dresses shorter than 2 inches above the knee should be worn. As a rule of thumb, shorts should not be worn in the instructional environment.

No clothing that is not in good repair should be worn. This includes clothing that is frayed, tattered or has holes.

Hats, caps, visors, and all other head coverings, including headbands, bandannas, pics, combs, earmuffs and kerchiefs may not be worn inside any of the school buildings.

Employees have the responsibility to follow district guidelines for dressing and grooming in a manner which shows cleanliness, promotes safety, demonstrates respect for themselves and others and promotes the positive image of the Capital School District and its educators.

Manner to Resolve Disputes Regarding Guidelines

Should an administrator deem an employee under his/her supervision to be dressed inappropriately, the administrator will bring that to the attention of the employee individually and suggest corrective steps.

Should another occurrence take place, the administrator will set up a conference with the employee. All contractual obligations regarding 48-hour notice and representation by CESA apply.

Should subsequent occurrences take place, the administrator and the CESA will set up a mediation conference to address the issues.

ARTICLE EIGHTEEN
SAFETY

18:1 The Employer and the Association shall cooperate in enforcement of safety regulations.

18:2 Employees will not be required to work in unsafe or unhealthy situations, including, but not limited to, temperature extremes. In such situations, the employee will notify his/her principal or immediate supervisor immediately and the Employer will take prompt action to correct the unsafe or unhealthy condition.

ARTICLE NINETEEN
SALARIES AND EMPLOYEE BENEFITS

19:1 The Board agrees to continue the concept of disbursing new, continuing funds to all employee groups on a fair and equitable basis.

19:2 Employees shall be compensated according to Schedule A. Employees hired on less than a full-time basis shall be paid pro-rata for the hours actually worked.

19:3 All increases or decreases in the State salary schedules and supplements. State bonuses and State cost-of-living adjustments shall be passed on to all employees.

19:4 The Board shall continue to provide a Disability Insurance Plan with minimum terms as listed below at no cost to the employee. When, at such time as all secretarial employees are enrolled in alternative disability

plans through the State of Delaware, the district's obligation to continue the disability plan specified herein will cease.

Illness

Accident

60 day elimination period
60% of monthly income to
\$4,000* until age 65

60 day elimination period
60% of monthly income to
\$4,000* until age 65

*Less any benefits payable from other Group Insurance plans, Social Security and/or State Pension Plan.

19:5 The Board will provide membership in the Delaware Blood Bank.

19:6 All qualified employees will be eligible to participate in the State of Delaware Pension Plan in accordance with the applicable provisions of the Delaware Code.

19:7 All employees may participate in the State group life insurance plan on a contributory basis.

19:8 All employees will be covered by the State of Delaware Worker's Compensation Plan and the unemployment compensation program.

19:9 Position descriptions are attached herewith as Appendix C. These descriptions are informational and not contractual.

19:10 Employees required to use their own vehicles in the performance of their duties shall be reimbursed for their mileage at the rate prescribed by the State of Delaware Code.

19:11 Upon retirement, employees shall be paid for the local portion of their salary for each day of accumulated sick leave according to the provisions of Section §1318(g) of Title 14, DE Code, that apply for the State portion of such payment.

19:12 **BENEFITS - STATE DELAFLEX** – In addition to the Capital School District Fringe Benefits Program, the District agrees to make available the State of Delaware Flexible Benefits Plan (Delaflex) to eligible employees. All rules and regulations promulgated by the State of Delaware shall apply.

19:13 The Board will reimburse an employee up to \$100 per credit up to three (3) courses per year for course work pre-approved by the Superintendent or his/her designee and satisfactorily completed to further his/her education. A grade of B or better (or P) shall be submitted to the District for payment at the end of the course. Courses required by the Board shall be paid for by the Board.

19:14 Pay for longevity (Appendix A) shall be earned only for continuous years of service with the Capital School District. Longevity earnings shall be lost following a break in service.

19:15 The Capital School District will provide the opportunity for all members of this bargaining unit to participate in at least one seminar-type job related training each year. The costs for such training shall not be deducted from tuition reimbursement monies pursuant to 19:13.

ARTICLE TWENTY
EMPLOYEE FACILITIES

20:1 The District will continue to provide an employee lounge area convenient for all employees. The lounge shall be equipped with a suitable ventilation.

20:2 Lockers shall be provided for the storage of coats and other personal articles, as appropriate.

ARTICLE TWENTY-ONE
ADMINISTRATIVE/EMPLOYEE LIAISON

21:1 The Superintendent or designee and other administrative and/or supervisory staff appropriate to the agenda discussion shall meet on a need to basis (but not more often than once per month) with a maximum of four individuals of the Association's choice to discuss contract administration and other terms and conditions of employment.

21:2 Issues originating in buildings or other work locations and more appropriate for discussions at a sub-liaison level should have been discussed at that level prior to submission to the District Liaison meeting.

ARTICLE TWENTY-TWO
MISCELLANEOUS PROVISIONS

22:1 Conditions: The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future endorsement of the terms and conditions herein.

22:2 Conflict with Law: It is understood and agreed that if any part of this Agreement is in conflict with Federal or State laws that such part shall be suspended and the appropriate legal provisions shall prevail without effect upon other parts of the Agreement. The Association and the Board shall meet as soon as practical to re-negotiate the invalidated provision(s) of this Agreement.

22:3 Alteration of Agreement: This Agreement may be altered only by an instrument executed in writing, signed by the parties, and ratified by the Board of Education and the Association membership.

22:4 Miscellaneous Provision: This Agreement, including memoranda of understanding, incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of the Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement except for mandatory subjects of bargaining (wages, hours, and terms and conditions of employment) which will be in an expedited format with no more than 2 representatives for each party. Such negotiations shall not occur more than twice in any school year.

22:5 Individual Contracts: Any individual contract between the Board and an individual employee, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.

22:6 Contract Printing: Copies of this agreement shall be printed at the expense of the Board, after agreement with the Association on its format within 30 days after the agreement is signed. Copies of the contract shall be provided to all employees now employed or hereafter employed.

22:7 Notice to Parties: Whenever any notice is required to be given by either party to this agreement to the other, pursuant to the provisions of this agreement. Either party shall do so by certified letter at the following addresses:

22:7.1 If by Association to Board, the address of the District Office.

22:7.2 If by Board to Association, the home address of the Association President.

22:8 If during the life of this Agreement any administrative rules or regulations or board policy shall be inconsistent with the provisions of this Agreement, the Agreement during its life shall be controlling over the inconsistent language in such administrative rules and regulations or Board policy.

ARTICLE TWENTY-THREE
DURATION OF AGREEMENT

23:1 The Association agrees that there shall be no strike during the term of this Agreement.

23:2 The District agrees that there shall be no lock-out during the term of this Agreement.

This agreement shall be effective on July 1, 2018 and the Agreement shall continue in full force and effect until June 30, 2020. All conditions of this contract shall become effective upon the signing of the contract. **The parties shall re-open this agreement for salary and benefits if the Capital School District successfully passes a referendum for FY20.** The parties agree to enter into negotiations over a succeeding Agreement at least sixty (60) days prior to the expiration of this Agreement. Either party will notify the other party in writing their desire to commence negotiations towards a new Agreement.

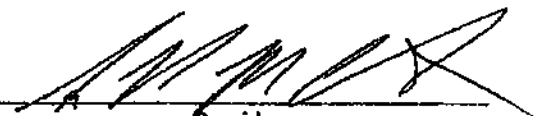
IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

CAPITAL EDUCATIONAL SECRETARIES
ASSOCIATION

BY 
President

BY 
Negotiating Chairperson

CAPITAL BOARD OF EDUCATION

BY 
President

BY 
Executive Secretary

APPENDIX A

**CAPITAL SCHOOL DISTRICT
SALARY SCHEDULE FOR SECRETARIES
FY 19**

Step	Clerk	Secretary	Senior Secretary	Financial Secretary	Administrative Secretary
1	10,646	10,854	11,147	11,641	12,033
2	10,722	10,929	11,227	11,721	12,119
3	10,802	11,007	11,304	11,804	12,203
4	10,876	11,085	11,384	11,888	12,289
5	10,951	11,161	11,465	11,972	12,378
6	11,030	11,242	11,547	12,057	12,466
7	11,108	11,323	11,628	12,142	12,553
8	11,186	11,400	11,711	12,230	12,644
9	11,263	11,481	11,795	12,316	12,734
10	11,344	11,563	11,878	12,402	12,821
11	11,423	11,645	11,963	12,492	12,916
12	11,502	11,728	12,046	12,581	13,007
13	11,585	11,811	12,132	12,668	13,096
14	11,668	11,892	12,219	12,758	13,191
15	11,750	11,980	12,306	12,850	13,285
16	11,832	12,064	12,393	12,938	13,378
17	11,916	12,150	12,479	13,030	13,470
18	12,001	12,235	12,569	13,122	13,566
19	12,086	12,321	12,656	13,216	13,663
20	12,169	12,409	12,745	13,308	13,759
21	12,256	12,496	12,835	13,403	13,858
22	12,344	12,584	12,925	13,497	13,953
23	12,430	12,672	13,017	13,594	14,055
24	12,439	12,684	13,027	13,604	14,066

Longevity Increment (In District)

5 Years	125
10 Years	225
15 Years	225
20 Years	225
25 Years	225
30 Years	225

State Stipend

Bachelor Degree	\$1,320
Certified Secretary	\$991
Professional Secretary	\$662

Local Stipend

Stipend for secretaries performing HR, Payroll, and Benefits duties on a daily basis with the State Payroll System

\$3,000

APPENDIX A

**CAPITAL SCHOOL DISTRICT
SALARY SCHEDULE FOR SECRETARIES
FY 20**

Step	Clerk	Secretary	Senior Secretary	Financial Secretary	Administrative Secretary
1	10,646	10,854	11,147	11,641	12,033
2	10,722	10,929	11,227	11,721	12,119
3	10,802	11,007	11,304	11,804	12,203
4	10,876	11,085	11,384	11,888	12,289
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5 Years	125
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State Stipend

Bachelor Degree	\$1,320
Certified Secretary	\$991
Professional Secretary	\$662

Local Stipend

Stipend for secretaries performing HR, Payroll, and Benefits duties on a daily basis with the State Payroll System

\$3,000

Appendix A

**Capital School District
Health & Dental Contributions per month**

Health Plan	Fixed
First State Basic Plan	0
<hr/>	
Aetna Employee	\$19.21
Aetna Employee and Spouse	\$57.78
Aetna Employee and Child	\$33.66
Aetna Family	\$70.07
<hr/>	
Aetna CHD Gold Employee	\$15.30
Aetna CHD Gold Employee & Spouse	\$33.66
Aetna CHD Gold Employee & Child(ren)	\$26.78
Aetna CHD Gold Family	\$61.20
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BCBS CDH Gold Employee	\$15.30
BCBS CDH Gold Employee & Spouse	\$33.66
BCBS CDH Gold Employee & Child(ren)	\$26.78
BCBS CDH Gold Family	\$61.20
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Blue Employee	\$19.63
Blue Employee and Spouse	\$60.82
Blue Employee and Child(ren)	\$34.35
Blue Family	\$73.74
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Comp Employee	\$61.97
Comp Employee and Spouse	\$131.22
Comp Employee and Child	\$104.70
Comp Family	\$164.15
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Dental Plan	Fixed
Dental – Employee	\$28.59
Dental – Employee & Spouse	\$85.67
Dental – Employee & Child(ren)	\$85.67
Dental – Family	\$85.67

APPENDIX B

LEAVES AND ABSENCES

Leaves Interpretations

Calendar days include Saturday, Sunday, and any days schools are not in session.

Ten, eleven, or twelve days of sick leave are to be available at the start of the school year. Adjustments for employees who terminate service prior to the end of the year are to be made in the final pay check. (State Board of Education regulation, May 18, 1972)

Accumulation of Annual Leave

Title 14, Para. 1318(h) limits the maximum lawful amount of annual leave that any employee can accumulate to 42 days. This section specifies when and how adjustments to accumulated annual leave are to be made.

Note: In this regard State Board of Education regulation August 15, 1984 states that "In the case of termination, all vacation days shall be used prior to the terminal date." (See Personnel Records section of the State Handbook)

Sick Leave

Allowances - Sick leave allowances are as follows: 10 days for 10-month employees, 11 days for 11-month employees, and 12 days for 12-month employees at full pay, which are cumulative, para. 1318(a).

Transfer of - Sick leave accumulated by an employee of any State agency shall be transferred when said employee begins subsequent employment in a school district. If there is a break in service, the transfer can only occur if the break was for less than six (6) months.

Work Related Injury or Disease - Worker's Compensation shall be governed by Delaware Code Title 19 Chapter 23.

Terminal Pay for Accumulated Sick Leave - Title 14, Para.1318(g) provides that in the case of an employee to be retired subsequent to June 1, 1969, after serving in covered employment under provisions of Title 29, Ch. 55, payment shall be made for each unused sick leave day, not to exceed 90 days upon retirement. The total amount paid shall be based on that portion of the salary computed in accordance with State schedules, regardless of the source of funding, and shall be based upon 50% of the per diem rate of pay in effect at the time of retirement. Per diem rates are specified in Title 14, S I 318(g).

Sick Leave and Absences for Other Reasons:

Teachers and other school employees may be absent for the following reasons without loss of pay.

1. **Death in the Immediate Family.** Up to five (5) working days. Immediate family is defined as 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. 14 Del.C §1318(b).

2. Critical Illness in Immediate Family. Three (3) calendar days per critical illness, to be counted in sick leave. 14 Del.C S 13 18 (c).
3. Death of a Near Relative. One (1) day for the funeral. Near relative is 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. This absence shall be in addition to other leaves granted the employee. 14 Del.C §1318(d).
4. Religious Holidays. No more than three (3) calendar days per year, to be counted in sick leave. 14 Del.C S1318(e).
5. Personal Leave. An employee may be absent without loss of pay no more than three 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. 14 Del.C S 13 18 (f).

Deduction for Unexcused Absence:

For each day's absence for reasons other than those permitted under Title 14, S1318 there shall be deducted 1/185th of the annual salary of the employee who is employed for 10 months, 1/204th for the employee who is employed for 11 months, and 1/222nd for the employee who is employed 12 months, for each day of unexcused absence. 14 Del-CS1320.

Note: State law requires that employing boards keep an accurate record of absences. (See Personnel Records of State Handbook.)

Maternity Leave:

In accordance with the rules and regulations of the Federal Register, Vol. 37, No. 66, dated Wednesday, April 5, 1972, and with the instructions of the Attorney General in an opinion of August 17, 1972, the State Board of Education has approved the following rules and regulations as being in effect until the Delaware maternity leave law is amended to conform with the Federal law.

- a. Illnesses and temporary disabilities associated with pregnancy shall be treated as any other illness and shall be subject to the provisions of Delaware Code, Title 14, §1318, entitled Sick Leave and Absence for Other Reasons, except for the following provisions for the additional benefit of the employee, said exceptions reflecting the practicalities of the situation.
- b. An employee who is ill because of pregnancy may be absent and remain on the payroll under the provisions of §1318 for any number of days to which the employee has earned entitlement under the provisions of this section, except as otherwise herein provided.

- c. Prior to the expected delivery of a child, absence with pay will be recognized in accordance with §1318, §1319, entitled, Records of Absence: Proof, and §1320, entitled, Deduction for Unexcused Absence, as these sections may be applicable.
- d. Beginning with the day on which the child is born to an employee, that employee may continue to be absent from employment and remain on the payroll to the extent of earned entitlement under §1318 for each working day in a period of twenty (20) calendar days.

Any employee who is absent for any illness during all of the working days in a period of twenty (20) calendar days may remain on the payroll for that period but if then unable to return to work assignment, said employee shall present a report concerning the conditions of illness.

The employee may extend the number of days of absences with pay beyond that defined above upon certification of illness by an attending physician and subject to earned eligibility for sick leave time.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

1. During Fiscal Year 2015, the CESA and Administration will develop job descriptions for all employee categories covered by this agreement.

Appendix D

Title 14, Chapter 40

§ 4013. Collective bargaining agreements.

(a) Collective bargaining shall commence at least 90 days prior to the expiration date of any current collective bargaining agreement or, in the case of a newly certified exclusive representative, within a reasonable time after certification.

(b) Negotiating sessions, including strategy meetings of public school employers, mediation and the deliberative process of fact-finders and arbitrators, shall be exempt from Chapter 100 of Title 29. Hearings conducted by fact-finders shall be open to the public.

(c) The public school employer and the exclusive bargaining representative shall negotiate written grievance procedures by means of which bargaining unit employees, through their collective bargaining representatives, may appeal the interpretation or application of any term or terms of an existing collective bargaining agreement; such grievance procedures shall be included in any agreement entered into between the public school employer and the exclusive bargaining representative.

(1) A provision to limit binding arbitration to claims that the terms of the collective bargaining agreement have been violated, misinterpreted or misapplied;

(2) A provision to prohibit claims relating to the following matters from being processed through binding arbitration:

- a. Dismissal or nonrenewal of employees covered by Chapter 14 of this title;
- b. Dismissal or nonrenewal of employees not covered by Chapter 14 of this title unless the controlling collective bargaining agreement provides that such matters are subject to binding arbitration;
- c. Delaware law;
- d. Rules and regulations of the Delaware Department of Education or State Board of Education;
- e. The content of or conclusions reached in employee observations and evaluations unless the controlling collective bargaining agreement for employees not covered by Chapter 14 of this title provides that such matters are subject to binding arbitration;
- f. Federal law;
- g. Rules and regulations of the United States Department of Education;
- h. Policies of the local school board; and
- i. Matters beyond the scope of the public school employer's authority;

(3) A provision to select arbitrators by lottery from a panel of qualified arbitrators designated by the Public Employment Relations Board. In designating the panel, the Public Employment Relations

Board shall prefer former judges who served on a Delaware constitutional court or on the United States District Court for the District of Delaware, and shall supplement the panel by adding qualified labor arbitrators;

(4) A provision to empower the Public Employment Relations Board to administer arbitrations pursuant to regulations adopted by the Public Employment Relations Board;

(5) A provision to require that disputes relating to whether a matter is arbitrable be ruled upon by the arbitrator prior to hearing the merits of the dispute, and, if the arbitrator determines that the dispute is arbitrable, a provision to require that the same arbitrator schedule a second hearing to hear the merits of the dispute;

(6) A provision to assess against the losing party the arbitrator's fees and expenses incurred in determining whether a dispute is arbitrable; and

(7) A provision to require that the arbitrator's fees and expenses incurred in deciding the merits of a dispute be evenly divided between the parties.

(d) Any contract or agreement reached between a public school district and any exclusive representative organization shall be for a minimum period of 2 years from the effective date of such contract or agreement, unless otherwise mutually agreed upon by the public school employer and the exclusive representative.

(e) No collective bargaining agreement shall be valid or enforceable if its implementation would be inconsistent with any statutory limitation on the public school employer's funds, spending or budget, or would otherwise be contrary to law.

(f) Public school employers shall file with the Board a copy of any agreements that have been negotiated with public school employee representatives following the consummation of negotiations. The Board shall maintain a current file of all such agreements. (63 Del. Laws, c. 333, § 1; 74 Del. Laws, c. 55, § 1.)