



MASTER AGREEMENT

BETWEEN THE BOARD OF EDUCATION  
of the  
CAPITAL SCHOOL DISTRICT  
and the CAPITAL EDUCATORS ASSOCIATION  
of  
DOVER, DELAWARE

**July 1, 2021 – June 30, 2024**

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## **PROLOGUE**

(ex contract)

Whereas, the Board and the Association recognize and declare that their mutual aim is to provide high-quality education for the children of the Capital School District, and that the character of such education depends predominantly upon the quality of the teaching service, and Whereas, the members of the teaching profession are particularly qualified in the implementation of policies and programs designed to maintain good educational standards, and by virtue of their training and experience can perform a valuable advisory function toward the development of certain policies and programs, and to improve those standards.

## **PREAMBLE**

This agreement is entered into on July 1, 2021 by and between the Board of Education of the Capital School District, Dover, Delaware hereinafter called the Board, and the Capital Educators Association, hereinafter called the Association.

## **WITNESSETH**

Whereas, negotiations of the Board with the Association are an obligation pursuant to Chapter 40, Title 14, Delaware Code, the Association being the representative of employees hereinafter designated with respect to the terms and conditions of employment, and Whereas, the Board and Association have reached certain understandings which they desire to confirm in this Agreement, be it Resolved, in consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE ONE RECOGNITION**

1:1 The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for all regularly employed personnel under contract as classroom teachers, guidance counselors, school nurses, librarians, visiting teachers, psychologists, subject chair-persons, who do not also otherwise fill an administrative post, and other professional personnel who do not fill administrative positions; but excluding: cafeteria employees, custodians, clerical staff, and paraprofessionals.

1:2 Unless otherwise indicated, the term "teacher," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

1:3 The Association is recognized as the exclusive representative during the length of this contract.

## **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 teachers' 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 nor 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 RIGHTS OF THE BOARD**

- 3.1 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.
- 3:2 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:
- 3:2.1 determine the educational policies of the District and prescribe rules and regulations for the conduct and management of the schools;
  - 3:2.2 enforce the provisions of this title relating to school attendance;
  - 3:2.3 determine the District's financial policies and accounting procedures;
  - 3:2.4 establish a budgetary system and annual operating budgets;
  - 3:2.5 establish management systems for the improvement of district operations;

3:2.6 adopt courses of study;

3:2.7 select, purchase, and distribute free of charge such textbooks, other materials of instruction, stationery, furniture, equipment, apparatus and supplies as are necessary to the work of the schools;

3:2.8 provide forms on which regular school employees shall make such reports as may be required by the Board;

3:2.9 make all reports required by the State Secretary of Education, at such time, upon such time, upon such items and in such form as may be prescribed by the State Secretary;

3:2.10 appoint personnel; and

3:2.11 establish and implement staff evaluation procedures.

3:3 The Board has a right to hold teachers responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student bodies.

3:4 In all matters under this Agreement calling for the exercise of judgment 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 FOUR RIGHTS OF THE ASSOCIATION**

4:1 The Association shall have the right to use school buildings, with notification to the principal, for professional meetings during times when buildings are manned by the custodial staff; and provided, also, that such does not interfere with nor impair the instructional program. The principal of the building involved or his/her designee must be notified in advance of the time and place of such a meeting. If the use of said facilities by the Association results in any expense to the Board for custodial services or any other service or item, the Association shall reimburse the board for such expense.

4:2 The Board agrees to provide the Association the exclusive use of one bulletin board in each faculty lounge 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 content thereof. All notices, prior to posting, shall be signed or initialed by the authorized Association representative of that building or officer of the Association. Copies of all such material will be shown to the principal before posting, but his/her approval of the material will not be required.

4:3 Duly authorized representatives of the Association and its respective affiliates shall have the right to transact official Association business on school property provided that this does not interfere nor interrupt normal school operations.

4:4 Each faculty representative designated by the Association in each building, to

perform the function of Association representative, may use his/her non-instructional/supervisory periods to conduct Association business.

4:5 The Association shall have the right to use school facilities and office equipment, when such office equipment is not otherwise in use. Association use of school business equipment will be permitted providing that:

4:5.1 request is made and use arranged for in advance;

4:5.2 the use is strictly to service the legitimate business of the Association, such as the duplication of records, notices, correspondence, etc.;

4:5.3 the purpose is for the internal business use of the Association and is not for public distribution;

4:5.4 supplies in connection with such equipment use will be furnished or paid for by the Association.

4:6 No teacher group may represent a teacher or group of teachers in matters related to this Agreement except the exclusive bargaining representative.

4:7 The Board shall provide the equivalent of fifteen (15) days per year of release time (not more than two [2] days consecutively) to the president or a person designated by the Association representative. Said time shall be in addition to sick leave and/or personal days. Three days' notice shall be given to the Superintendent. The Association shall pay for the cost of the substitute teachers. No more than eight (8) of the fifteen (15) person-days allowable shall be available to an individual other than the President. Upon request, the Superintendent may waive any of the requirements of this section with the exception of the fifteen (15) day annual limit.

4:8 The administration will request that The Association President shall have the opportunity to appoint a teacher representative to district committees, task forces, and study groups that are established by federal or state law or by the Board of Education's direction. Any teacher appointees made by the Administration on committees shall be matched one for one by CEA appointees. In fulfilling the obligations of the CEA President under 4:8, s/he will appoint members with the experience, credibility, and expertise to capably fulfill their responsibilities to the committee.

4:9 The rights negotiated by the Association in this Agreement shall not be granted to any other similar organization for the duration of this Agreement.

4:10 The Board agrees to make available to the Association all non-confidential information and/or materials that may be of concern to the Association, where such materials relate to official actions the Board may take. Such materials shall be made available to the Association seven (7) calendar days prior to the meeting at which such actions may be taken. In the event such information and/or materials are developed and/or produced later than seven (7) calendar days prior to such meeting, the Board will make available such non-confidential information and/or materials as soon as is practicable, but no later than two (2) hours prior to the start of such

meeting. However, nothing herein shall be construed to prevent the Board from dealing with issues that are not contained in the documents given to the Association. The Association will be placed on the Board's meeting agenda if notification is received by the Administration/Board forty-eight (48) hours in advance of any public Board meeting. Nothing herein shall be construed to prevent the Association from requesting the right to speak nor shall it be denied the right to speak during the public discussion segment of any public Board meeting.

4:11 The Board will make available copies of the Board's policies and administrative rules and regulations through its website.

4:12 The Superintendent shall inform the Association, in writing, of the name, school and position of any person included in the bargaining within ten (10) work days following school board approval of employment.

4:13 The Association shall have the right to hold a sixty (60) minute general membership meeting following the District's address to employees that is typically held during the first opening days of the school year. Should the opening address not occur, the parties will mutually agree the date and time the Association shall hold its meeting.

4:14 The Association shall have the right to address new hires for a sixty (60) minute period during the District's new hire orientation at a mutually agreeable time.

## **ARTICLE FIVE TEACHER RIGHTS**

5:1 Chapter 40, Section 4003, Title 14, Delaware Code—School Employee Rights—  
School employees shall have the right to:

5:1.1 Organize, form, join or assist any employee organization, provided that membership in or an obligation to pay any dues, fees, assessments or other charges to an employee organization shall not be required as a condition of employment.

5:1.2 Negotiate collectively or grieve through representatives of their own choosing.

5:1.3 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 this chapter or any other law of the State.

5:1.4 Be represented by their exclusive representative, without discrimination.

5:2 The rights specified in this Agreement shall be in addition to and not be construed to deny or restrict to any teacher such rights as he/she may have under Delaware School Laws or other applicable laws or regulations.

5:3 No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or

deprived of any professional advantage without just cause. Professional advantage (this excludes EPER positions and teachers on special assignment) is considered an additional promotional position where the teacher is provided additional title or compensation approved by the Board of Education. The provisions of 5:3 shall not apply to work area conversation, such as: providing instructions, training, or suggestions to improve work techniques or in cases where a principal requests a fact-finding meeting.

5:4 If an employee is the subject of felony criminal charges, the District may place the employee on administrative leave without pay after the charges have been filed. If the employee is placed on administrative leave without pay he/she shall be notified in writing of the date from which the pay will stop. The employee will be reinstated with back pay if the employee is exonerated of all felony criminal charges.

5:5 No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates so long as it is not disruptive of the educational process.

5:6 A teacher or teacher team shall not be disciplined nor reprimanded in front of his/her associates (teachers), students and/or parents of students by any Board member or any of its supervisory and/or administrative employees.

5:7 A teacher shall have full rights of citizenship if so entitled.

5:8 The Board and the 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 teachers or in the application or administration of the Agreement on the basis of race, creed, color, age, religion, national origin, gender, sexual orientation, domicile or marital status, handicap or veteran status.

5:9 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.

5:10 When an employee is requested to participate in a meeting with a building level administrator they shall be informed of the purpose of the meeting. If the employee reasonably believes that the meeting may result in disciplinary action, they have the right to have a representative designated by the Association. The employee may also request representation from the Association at any time during a meeting with a building level administrator.

5:10.1 Whenever any teacher is required to appear before the Board or district level administrator concerning any matter which may result in a written disciplinary action, the teacher shall be given two (2) working days written notice of the meeting. The teacher may have a representative designated by the Association present to advise and represent him/her.



5:11 Teachers will be required to wear a District ID, which will entitle themselves and a guest to all home school-sponsored activities such as inter-scholastic sports and extracurricular activities. Misuse of this pass shall result in its immediate forfeiture for one calendar year.

5:12 Except for school nurses, teachers shall not be required to administer or assist students with medication. If a teacher assists students with medications it shall be done in compliance with Section 800 of the DEDOE Administrative Code. The Board shall indemnify and save harmless the teacher from any liability when dispensing the student's prescribed medication.

5:13 The District recognizes that disruptions to student instruction should be minimized, therefore; the use of an intercom shall be restricted during instructional time except in rare circumstances as determined by the principal. Additionally, mowing in close proximity (under the windows, etc.) to the building and on playgrounds when children are present is to be restricted to times when school is not in session or when children are not present, if at all possible.

5:14 Teachers may leave the building during their personal planning periods for emergency purposes and during lunch periods upon written notification at the time of departure of such absence to the appropriate school office. The exercise of this right is given with the understanding that the primary function of the planning period is for in-school planning.

5:15 Classroom teachers or teachers representative of a program, such as Title 1, may, at their discretion, participate in the selection process of Paraprofessionals.

5:16 Classroom or program-area teachers shall provide input into the evaluation of instructional paraprofessionals assigned to specific classrooms or programs in a manner prescribed by the building principal or program area supervisor.

5:17 Any complaints/concerns regarding a teacher made to any member of the administration by someone other than an administrator, shall be immediately brought to the attention of the teacher, but no later than the end of the next working day when both are in attendance. The principal or immediate supervisor shall meet with the teacher 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 teacher's attention shall not be used for evaluation or disciplinary action.

5:18 If any administrator has a concern or complaint about a teacher, said concern or complaint shall be brought to the attention of the teacher within 3 working days.

5:19 The Association recognizes the administration's right to monitor and record employee absences and apply progressive discipline in documented cases of fraud or abuse.

5:20 The Association recognizes the administration's right to require staff to meet all state requirements for certification and licensure including keeping State mandated certification and licensure systems (e.g., DEEDS) up to date and accurate.

**ARTICLE SIX  
PERSONNEL FILES**

6:1 All official teacher 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 and maintained in the official personnel file of a teacher may be used in any disciplinary proceeding against such teacher.

6:2 No material pertaining to a teacher's conduct, quality of service, character, or personality shall be placed in a teacher's personnel file until the teacher has had an opportunity to read such material. The teacher 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 teacher. The teacher must return the material with his/her signature within three working days of receipt.

6:3 The teacher shall have the right to comment in writing upon any material filed in his/her personnel file and his/her written comments shall be reviewed by the Superintendent of Schools or his/her designee and attached to the file copy. The Employee must return his/her written comments within 15 working days.

6:4 Upon request by a teacher, 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.

6:5 A teacher shall be permitted to have material in his/her personnel file reproduced. Such reproduction shall be done in the District office at cost.

6:6 Teachers 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, higher education related to professional advancement, and other information needed for personnel administration.

6:7 File copies shall not be removed from the offices of the school administration.

6:8 A representative of the district administration shall be present at any inspection or reproduction of a teacher's files.

6:9 A representative of the Association shall, at the teacher's request, accompany the teacher during the review of his/her files.

6:10 The examination of a teacher's file shall be limited to district administrative personnel and/or their secretaries and Association representatives designated by said teacher. Each file shall contain a record indicating who has reviewed it, the date, and the reason for the review.

6:11 All pre-employment data will be filed in the Office of the Superintendent or his/her

designee and is not subject to review by the teacher and the Association.

6:12 A teacher 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.

6:13 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 teacher's inspection.

## **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 that 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 teacher(s) within twenty-five (25) days from the time when the teacher(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 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 teachers 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. 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 regulars 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 teacher 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. The same timelines apply as in 7:5.

#### 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 with the grievant concerning the grievance and shall communicate his or her decision in writing to the grievant and the CEA President or designee within five (5) days of the close of the hearing(s). The hearing at this level may be waived upon mutual agreement pursuant to 7:12.7. In such case the immediate supervisor will have five (5) days from receipt of the written grievance to issue a written decision.

#### 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 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 grievant, the CEA 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:

Within ten (10) days of the Superintendent's or his/her designee's decision, the Association may notify the Superintendent of its desire to proceed to grievance mediation. A joint request, which shall state in reasonable detail the nature of the grievance, shall be made to the Federal Mediation and Conciliation Service (FMCS) for a mediator. The parties shall then be required to follow 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, the matter may be appealed to final and binding arbitration. Representatives for the Association and the District shall attempt to mutually agree upon an arbitrator to hear the grievance. Failing agreement the parties shall jointly submit a request to the American Arbitration Association (AAA) for a panel of arbitrators. All rules for the selection of arbitrators and the conduct of the hearing shall be pursuant to the rules of AAA. 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, CEA representatives, witnesses, and grievant(s) may be present without loss of pay or leave, nor shall the CEA 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 The grievance forms can be found in Appendix F and are available through the Association or the Human Resources Department.

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.

7:11 The Association shall have the right to initiate at Level Three those grievances which arise from District Level Decisions.

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 RESOLUTION OF EMPLOYEE CONCERNS**

### **8:1 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:

### **8:2 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.

### **8:3 PROCEDURE:**

8:3.1 Failure at any step of this procedure to communicate the decision on a concern within the specified time limits shall permit the concerned teacher 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.

8:3.2 It is understood that teachers 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.

8:3.3 The term days where used in this context refers to work days as defined by the

### Administrative Calendar.

8:3.4 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 teacher is not directly represented by the Association, the Association may be represented.

8:3.5 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.

#### 8:4 LEVEL ONE:

Any teacher 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. The same timelines apply as in 8:5.

#### 8:5 LEVEL TWO:

If, as the result of the discussion, the matter is not resolved to the satisfaction of the concerned teacher within five (5) days, he/she shall, within five (5) 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 teacher within five (5) days of the close of the hearing(s).

#### 8:6 LEVEL THREE:

The concerned teacher, 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 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 teacher 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 teacher and to the principal or immediate supervisor within ten (10) days of the close of the hearing(s).



## 8:7 LEVEL FOUR:

8:7.1 The concerned teacher, no later than twenty-five (25) 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.

8:7.2 The Board of Education shall, within a period not to exceed twenty-five (25) days, hold a hearing with the concerned teacher 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 teacher and to the Association representative. If either party needs additional time to prepare, an additional five (5) days may be approved by mutual consent.

## 8:8 MISCELLANEOUS:

8:8.1 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.

8:8.2 Hearings at any level of this procedure may be waived by mutual agreement of the parties.

8:8.3 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.

8:8.4 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.

8:8.4.1 Both sides will present written documents five (5) days prior to the scheduled Board hearing.

8:8.4.2 Both parties will be present during presentations.

8:8.4.3 A written statement of facts will be jointly agreed upon at each level. Witnesses will be permitted if there is a dispute over facts.

8:8.4.4 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.

8:8.4.5 Five (5) days prior to the hearing, either side may make a written request for additional time, and must specify the time needed.

8:8.5 The Association shall have the right to initiate at Level Three those concerns which arise from District Level Decisions.

8:8.6 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 NINE TEACHING HOURS AND TEACHING LOAD**

9:1 As professionals, teachers are expected to devote to their assignment the necessary time to meet their responsibilities.

9:2 **LENGTH OF SCHOOL DAY:**

9.2.1 The employees' normal in-school work day will be seven and one-half (7 ½) continuous hours, inclusive of ½ hour lunch. Elementary hours shall normally fall within 7:45 a.m. and 4:00 p.m. Middle and high school hour shall normally fall within 7:20 a.m. and 4:00 p.m. Should bus schedules require an alteration to the starting and ending times above, the District and Association will meet to establish times necessary to comply with bus schedules.

The time required will be inclusive of thirty (30) minutes of non-instructional time in the specific work location and may be divided before or after the student day in a manner best suited to building operations.

Employees shall be ready to begin working at their assigned location at the designated time. Subject to operational needs, buildings may extend the teacher day 30 minutes past the contractual work day one day a week. This extended day may include a meeting scheduled by administration or, if no meeting, completion of professional responsibilities as reported to administration. For teachers who fulfill this requirement, the teacher day shall end at the close of the pupil day (after departure of buses) on the last day of the same school week.

9:2.2 Starting and ending times beyond the times provided in 9:2.1. for professional staff may be adjusted to accommodate programs, address student needs or provide extended day instruction once such adjustments are developed collaboratively by administration and the employees effected. The altered times will be subject to

approval of both the Superintendent or his/her designee and the Association President or his/her designee prior to implementation.

9:2.3 Notwithstanding the above, with 70% professional staff agreement and Superintendent approval, a building may adopt a flexible schedule equal to 37.5 hours per week. The flexible schedule may provide for extended workdays as long as total hours worked per week does not exceed 37.5 hours. The flexible schedule shall provide teachers with a daily thirty (30) minute duty free lunch. Further, building start time shall be no earlier than 7:20 am and building end time shall be no later than 4:00 pm.

9:3 DUTY-FREE LUNCH:

All teachers shall be scheduled for at least a thirty (30) minute duty-free lunch period during the regular pupil day.

9:4 PLANNING PERIOD:

All teachers will be scheduled for a duty-free planning period during the pupil day. Planning time shall not be usurped for other duties except in case of an emergency. No more than one (1) planning period per week can be used for IEP meetings unless mutually agreed to.

At the elementary level, this period shall be at least forty-five (45) minutes in duration and shall be scheduled daily.

At the middle school levels this period shall be the length of an instructional period and shall be scheduled daily.

At the high school, during a full two-week instructional period, there shall be at least 5 planning periods equal to the length of one instructional period or daily planning periods equal to the ½ the length of one instructional period. Should the high school revert to a regular (non-block) schedule, planning period shall be the length of an instructional period and shall be scheduled daily.

At KCCS, this period shall be at least forty-five (45) minutes in duration and shall be scheduled daily. KCCS teachers who are housed at satellite locations, shall follow the planning guidelines for that building.

On days when special events are scheduled such as an assembly or an extended homeroom period, the time periods specified in this provision may be adjusted.

The District's Pre-K program may establish its own planning period guidelines given the program's unique needs and schedule.

9:5 PROFESSIONAL LEARNING COMMUNITIES (PLCs)

Weekly PLCs will be held in grades K-12 for core content area teachers. The format, function and time of the PLCs will be detailed in each Schools Success Plan (SSP). PLCs at the elementary level shall be a maximum of ninety (90) minutes a week. PLCs are intended to be a collaborative process in which educators work together guided by four questions for the purpose of achieving better results for the students they serve. The four questions are: (1) What do we want students to learn?; (2) How do we know students have learned it?; (3) What do we do when students don't learn it?; and (4) What do we do when students have learned it/already know it?. Professional learning communities use teacher driven and student data informed action research practices to organize their efforts and operate under the assumption that the key to improved learning for students is continuous job-embedded learning for educators.

Agendas/minutes shall be kept and submitted to all staff.

The District Pre-K program may establish its own PLC guidelines given the program's unique needs and schedule.

#### 9:6 PARENT CONFERENCES:

Such time as teachers, by reason of their responsibilities, may spend on individual parent/teacher conferences beyond the seven and one-half work day will not be considered in violation of the length of work day provision.

9:6.1 Parent conferences requested by a parent, counselor, administrator or teacher shall be scheduled during planning period time or some other convenient time at the discretion of the teacher or instructional team.

9:6.2 At the elementary and middle school levels, the Board shall provide at least three (3) half days in the annual school calendar for the purpose of meeting with parents. Should the administration find it necessary, one (1) such conference session may be scheduled at night for a time not to exceed the difference between a full and half day's schedule. On such days, teachers will be released at the end of the pupil day.

#### 9:7 TEACHING PREPARATIONS:

Dover High School and Central Middle School teachers shall not be assigned to teach more than a total of three (3) teaching preparations during the term of the courses (semester, year). Different levels of the same subject shall constitute a separate preparation (for example, CP Algebra 1 and Honors Algebra 1 is considered 2 preparations). If the assignment of more than three (3) preparations becomes necessary, the administration will actively seek volunteers before a teacher is directed to teach a 4th preparation. The affected teacher shall receive an additional planning period per day. The assignment of a 4th subject preparation shall be effective for only one year unless the teacher agrees to an extension. The number of current preparations will continue for Special Education teachers who are not considered to be subject

specialists and are assigned to multiple subject areas within the umbrella of inclusive or self-contained classrooms.

9.8 TEACHING STATIONS:

The district will make reasonable attempts to notify any teacher of involuntarily reassignment or transfer prior to the last business day of July of the previous academic year. The district will provide reasonable custodial assistance for such reassignment or transfer.

9.9 LESSON PLANS:

All teachers will maintain up-to-date lesson plans. No teacher will be required to submit daily or weekly lesson plans, but such plans will be made available to the building administrator upon request. In the event a teacher is absent, instructional plans must be available for the substitute teacher. If the teacher is on an Improvement Plan, lesson plans may be required more frequently while the Improvement Plan remains in place.

9.10 SPECIALISTS:

The work day for all teachers other than regular classroom teachers, such as visiting teachers, nurses, guidance counselors, psychologists, speech and hearing and elementary specialists in library, music, art and physical education shall not exceed the daily work hours of the school building to which they may be assigned. All other provisions of this article shall apply to these teachers.

9.11 MEETING SCHEDULE:

9:11.1 The administration shall schedule meetings as necessary at least 24 hours in advance. No meetings, except in case of a clearly established emergency, shall be scheduled on Fridays or days preceding holidays or vacation days.

9:11.2 School-level Meetings may be held during the first twenty minutes of the contractual day once a week at the elementary schools unless the teacher day has been extended pursuant to 9:2.1 or a flexible schedule is agreed to pursuant to 9:2.4 where time of school meetings will be included in the approved flexible schedule. Middle and high schools should refer to 9:2.1.

9:11.3 The District Level Supervisors/Principals may convene up to four (4) meetings per year for purposes relative to curriculum and the improvement of instruction and in-service education. Teachers will be given notice of such meetings together with the agenda for such meetings and such meetings shall begin at the end of the pupil day and shall not exceed one and one-half (1-1/2) hours in length. Teachers shall be given at least a week's notice for such meetings.

9:11.4 The Superintendent of Schools has the right to call District-wide faculty meetings at any time to address issues of immediate importance. Such meetings will begin as soon as practicable at the end of the pupil day. Such meetings will be scheduled Mondays through Fridays. Teachers shall be given at least a week's notice for such meetings unless the subject is in the nature of an emergency.

9:11.5 Except for meetings dealing with an emergency a teacher will be excused to attend college study courses, providing advanced notice is given to the teacher's supervisor.

9:11.6 Teachers may be requested to attend evening meetings, for professional purposes, on a voluntary basis. Annual "Open House" meetings are exempted since all teachers are required to be present at such meetings. Itinerant teachers shall not be required to attend more than one annual open house meeting.

#### 9:12 FIELD TRIPS:

Any field trips which are considered a part of the normal school program which may require the supervision of teachers beyond the normal work day will provide no extra compensation. Field trips shall be scheduled and implemented pursuant to the district's field trip policy.

9:13 Itinerant teachers shall be provided a reasonable amount of time for inter-school/district travel.

#### 9:14 SUBSTITUTES:

9:14.1 Whenever possible certified substitutes shall be hired when a teacher is absent.

9:14.2 Teachers shall, during any absence, when physically or mentally able, provide substitute teachers with available guides or lesson plans to assure the continuity of instruction. Teachers shall provide to the Building Administrator a lesson plan and seating chart to be provided to a substitute in cases of emergency. Once the emergency plans are used, teachers shall replace them.

9:14.3 When available, substitute nurses shall be hired to perform the duties of regularly assigned nurses when such nurses are on a temporary or extended leave of absence.

9:14.4 Teachers/Specialists shall notify immediate supervisor or the web-based substitute placement system 30 minutes prior to the start of work on the day of absence to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

#### 9:15 TYPICAL WORK WEEK:

The typical work week for middle and high school staff will include: Five (5) abbreviated homeroom or other duty periods, 5 lunch periods of at least 30 minutes in

length, and five (5) duty-free planning periods, but not more than five (5) non-teaching periods. Upon demonstrated need, a class assignment greater than the normal load may be assigned. In such case, volunteers will be actively sought and assigned. The teacher assuming the additional load will be free from any supervisory assignments during the semester of the load. In addition, strict class size limits pursuant to 11:3 shall apply to any middle school or high school schedule. A committee comprised of the administration, CEA appointed teachers, students, and parents shall be created to review current and potential course offerings at Dover High School, recommendations from which will be presented to the School Board for approval or rejection. This committee will meet semi-annually to perform this function.

Representatives of the Administration and the CEA will meet to develop solutions if documented problems with the high school schedule stated above arise.

- 9:16 Elementary teachers shall be given three (3) half-days of non-student contact time annually as designated by the District Calendar. Such time shall be deemed as “banked time” which is defined as student contact time outside the State minimum requirement for such contact (i.e. 1,060 hours annually). No more than one (1) hour of this banked time may be used for Administrative directed activities.
- 9:17 Non-Single Approach to Mastery (SAM) special education elementary teachers who service students in multiple subjects/grades/physical locations will be assured release time to collaborate with teachers who share the responsibilities of implementing specially designed instruction to reach IEP goals. This release time will be arranged by the administration of each school through the scheduling process.
- 9:18 **SCHOOL SUCCESS PLANS**

Each school shall have a School Success Plan (SSP) defined as a prioritized plan constructed collaboratively by building-level teams to establish short and long-term goals for the school that are aligned to school and district desired outcomes. The SSP defines the collaborative operating structure of the schools to include, but not limited to, the use of personnel, time, the focus of PLCs and PLs, areas of focus with performance targets, implementation strategies, timelines, and related costs. Recommended team members include, but are not limited to, teachers, instructional coaches, counselors, psychologists, parents, students, administrators, and educational diagnosticians.

## **ARTICLE TEN TEACHER WORK YEAR**

- 10:1 The in-school work year for teachers employed on a ten (10) month basis shall not exceed the number prescribed by State law.
- 10:2 An orientation program for teachers new to the District shall be jointly planned and conducted by the Board and the Association each year requiring up to a maximum of three (3) additional work days with compensation at the rate of \$126 per day. The agenda will include

State guidelines for the State Mentoring Program and a joint review of this Agreement.

10:3 The in-school work year shall include days when pupils are in attendance and any other days on which teacher attendance is required.

10:4 Following approval of the annual calendar by the Board of Education, reference copies will be posted in all schools. Copies of the calendar will be distributed to all staff members (in handbooks or as separate documents) at the beginning of the school year.

10:5 All weekend/evening school sponsored events, where teachers are not compensated for their attendance, shall be clearly voluntary and those who choose not to attend shall suffer no adverse consequences.

## ARTICLE ELEVEN CLASS SIZE

11:1 The Board and the Association agree that the pupil/teacher ratio is an important part of an effective educational program and is directly related to the volume of the teacher's work and that certain limits on class size represent desired objectives.

11:2 Efficient class size is related to:

11:2.1 The capacity of the teaching facilities, the number of adequate teaching stations and pupil stations in a room.

11:2.2 The appropriateness of the room to the content of the course or purposes to be served, methods to be employed, and the relative preparation of the teacher.

11:2.3 The availability of books, supplies, and equipment for adequate teacher and student use.

11:2.4 The general conditions which affect the health, safety and effective supervision of the pupils.

11:3 If, at any time, the number of pupils in a classroom is reached according to the schedule below, it shall be the responsibility of the supervisor to arrange a meeting with the involved teacher(s), an Association representative, and a representative of the Superintendent, to relieve the situation by such means as may be practicable. The schedule is as follows:

Elementary School	
Grades K-3	-- 22 unless waived pursuant to State law.
Grade 4	-- 28
Middle School	-- 132 pupils/4-teacher team with no more than 33 pupils in any class. Where there are teacher teams with a lesser or greater number of teachers, the



number of pupils will be adjusted proportionately. These maximums apply no matter what the schedule of periods is and shall not be exceeded when a teacher is assigned an extra class pursuant to 9:15.

- High School -- Total student load of no more than 170 per marking period regardless of the number of periods per day or week. No class shall be assigned more than 32 students. These numbers shall not be exceeded when an additional class assignment is made pursuant to 9:15.

## ARTICLE TWELVE PROFESSIONAL/NON-PROFESSIONAL

12:1 A teacher's primary responsibility is to render professional service. To the extent possible, a teacher's time should be utilized to this end. In the event that non-teaching duties must be scheduled, such duties will be scheduled on a fair and equitable basis.

12:2 Upon mutual agreement between individual teachers and administration, those teachers may be assigned to inside cafeteria duty at the high school level. In addition, the principal may utilize teachers in the cafeteria where one or more monitors is absent or in cases of emergency, disruption, or threatened disruption. Such utilization shall be on a temporary basis for the period of the absence, emergency, disruption, or threatened disruption. In the event that the General Assembly provides funding for monitors, such monitors assigned to the high school will be used to relieve teachers of building and grounds and restroom duties.

12:3 In lieu of non-teaching assignments, teachers may be assigned by the administration to professional duties such as mentoring teachers outside of the State mentoring program and curriculum development.

### 12:4 Professional Attire

12:4.1 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 educators 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.

12:4.2 Guidelines for Professional Dress: Educators 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.

1. In no way should an educator's attire cause a distraction to the educational purposes of the school.
2. 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.
3. Shoes or other appropriate footwear must be worn at all times. No slippers or flip-flops may be worn.
4. Proper undergarments must be worn at all times and must not be worn in a manner that renders them visible to the onlooker.
5. 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.
6. 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 unless germane to the instructional purpose (i.e. Physical Education) or germane to the activity of the day (i.e. Field Day, etc.).
7. No clothing that is not in good repair should be worn. This includes clothing that is frayed, tattered or has holes.
8. 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.

#### 12:4.3 Manner to Resolve Disputes Regarding Guidelines

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

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

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

### **ARTICLE THIRTEEN TEACHER EMPLOYMENT**

13:1 The Board agrees to hire teachers holding valid teaching certificates issued by the Department of Education, State of Delaware, for every teaching assignment. Any teacher not designated as Highly Qualified as established by the Delaware Department of Education shall make all efforts to become Highly Qualified.

13:2 Each teacher shall be placed on his/her proper step of the salary schedule as of the beginning of each school year in accordance with procedures established by the State Department of Education.

13:3 Credit up to the final step of any salary level on the Board's Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of such schedules. Additional credit for military experience shall be granted according to State Law and Delaware Department of Education Regulations (currently not to exceed 6 years).

13:4 The Board shall, if it surveys its teachers in writing concerning their intent to remain as teachers in the District, include the following language as part of the survey: In no way does this survey constitute an offer of a position for next year, nor is this survey binding upon the teacher.

#### **ARTICLE FOURTEEN VOLUNTARY TRANSFERS AND REASSIGNMENTS**

14:1 Definitions:

14:1.1 Regular Vacancy - A vacancy resulting from a previously occupied position, or caused by the generation of increased state units.

14:1.2 Temporary Vacancy A vacancy resulting from leaves or absence, special assignment, or any position that is filled by a temporary contract.

14:1.3 New Position - A newly created position within the District; or the authorization of additional positions in programs not recognized under state allotment.

14:1.4 Voluntary Reassignment – Grades PreK-8 – A voluntary reassignment occurs when a teacher asks to teach a different grade level within a building, or when teachers with dual certification asks to teach an area that is different from that taught the previous year (example – Regular education to Special Education, Regular education to Librarian, etc.). KCCS staff may be reassigned to other sites as a satellite service.

Grades 9-12 – A voluntary reassignment occurs when a teacher asks to teach classes not taught for the previous three (3) years within the same building. Teachers with dual certification who ask to teach subjects in a different area of certification, for which they hold certification, that were not taught the previous year will be considered reassigned (example – Spanish to French, Special Education to Regular education, Science to Math, etc.) A tentative teaching schedule will be sent to each grade 9-12 teacher, postmarked by August 10<sup>th</sup>.

14:1.5 Voluntary Transfer – Grades PreK-12 – A voluntary transfer occurs when a teacher asks to teach in a different building.

14:1.6 Unassigned Employee - An employee displaced from his/her previous placement as a result of declining pupil enrollment, educational program changes, and/or adjustment in staff allocations.

14:2 Vacancies occurring within the Capital School District shall be filled by properly certificated applicants.

14:3 Notice of transfer or reassignment shall be given to the teacher as soon as practical. Reasonable time shall be allowed for the change-over, but in no event less than one (1) work week.

14:4 Voluntary Transfers:

14:4.1 Employees may request a voluntary transfer in accordance with the procedure set forth in this Article. Non-tenured employees may seek a voluntary transfer only during one (1) transfer period while they are a non-tenured employee.

14:4.2 The Human Resources Office will post a list of all known vacancies through its web-based application system. All employees will be notified by electronic means. Starting each August 1<sup>st</sup>, posting periods may be for less than ten (10) days but not less than three (3) days. After July 30 and throughout the year as vacancies/new positions arise, postings will be distributed, applications reviewed, interviews conducted, and successful applicants selected. Once the pupils are in attendance, there is no obligation to enact a transfer until the start of the next school year. However, at the district's discretion, a voluntary transfer may be enacted during a natural break in the school year.

14:4.3 Employees who desire a transfer must file an internal application through the Human Resources web-based application system by the closing date on the posting. Employees will have seventy-two (72) hours, not including weekends or holidays, to accept the offer. Failure to accept an offer will cancel the request.

14:4.4 Transfer requests to a different area of certification will not be considered until all unassigned employees in that area of certification have been placed and/or employees who have been involuntarily transferred or declared unassigned have been given the option to return.

14:5 Teachers who desire a change in grade and/or subject assignment within the building shall file a written statement with the building principal by May 15 stating said desired change. Reassignments shall be at the discretion of the administration.

14:6 By the first Monday after the start of the teacher work year, the Superintendent or designee shall mail to the Association the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

14:7 In the determination of requests for voluntary reassignment or transfer, the wishes of the individual teacher shall be honored to the extent that the voluntary reassignment or transfer does not conflict with the instructional requirements and best interest of the school system. Criteria to be considered are: certification (HQ status); qualifications, based upon evaluations; absence of an operative Improvement Plan under DPAS II; acceptable attendance pattern; pertinent experience and additional coursework; system-wide balance; seniority; and an interview with the principal. No such request shall be denied without a factual basis. There is no obligation on the

part of the district to honor voluntary transfer requests for vacancies arising and applications received after August 1<sup>st</sup>.

14:8 Reassignments, voluntary or involuntary, may be enacted before posting and filling a vacancy (ies) within a building. After reassignments are made, the remaining positions would be posted as vacancies and filled through the contractual procedures.

14:9 An employee newly hired after the first required workday of the school year will be given a temporary contract. Such employee shall be placed on the seniority list as of the first full year of employment, but shall have seniority by date of actual initial employment, provided there has been no break in employment. However, nothing in this Article shall apply in any way to extend the employment of such individuals.

14:10 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.

## **ARTICLE FIFTEEN INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

15:1 When an involuntary transfer or reassignment is necessary, the criteria of 14:7 above will be considered when the teacher is to be transferred or reassigned. Note: "an interview with the principal" will be replaced with "a conference with the principal" for application to the reassignment part of this section only.

15:2 An involuntary transfer or reassignment shall be made only after a meeting between the parties of interest. At that time the teacher shall be informed as to the reasons for the transfer/reassignment. In the event that a teacher objects to the involuntary transfer or the lack of time for preparation, upon request of the teacher, the Superintendent of Schools shall meet with him/her. The teacher may, at his/her option, have representatives of the Association present at the meeting.

15:3 Teachers being involuntarily transferred from their present positions shall have preference over those seeking voluntary transfer in regard to choice among those positions which are vacant. Preference shall mean that the teacher will be so transferred if all criteria are generally equal and if such placement does not conflict with the instructional requirements and the best interests of the school system. Criteria to be considered, in priority order, are:

- A. Certification;
- B. Qualifications, based upon evaluations, pertinent experience, and additional coursework;
- C. System-wide balance;
- D. Seniority; and an
- E. Interview with the Principal.

No such request shall be denied without a factual basis.

15:4 Timelines for grievance hearings up to and including the Board of Education for involuntary transfers will be expedited by all parties to minimize disruption of other affected staff.

## **ARTICLE SIXTEEN PROMOTIONS**

16:1 All promotional vacancies shall be filled by the Board as set forth below. A vacancy shall not exist until the vacancy is declared by the district. It is understood that the district may reassign administrative personnel before declaring the existence of any vacancy.

16:1.1 A notice of vacancy shall be posted on the Association bulletin board in each school as far in advance as practicable, ordinarily at least ten (10) school days before the final date when applications must be submitted. Teachers who desire to apply for such vacancies shall submit their internal applications within the time limit specified in the notice.

16:1.2 Teachers who desire to apply for a specific promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent or his/her designee, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Director shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable before the final date when applications must be submitted.

16:2 In both situations set forth in 16:1.1 and 16:1.2 above, the qualifications for the position, its duties, and the range of compensation shall be clearly set forth.

16:3 All qualified teachers shall be given the opportunity to make application, and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board absent superior qualifications by outside candidates. Each teacher applicant not selected will be notified in writing by the Superintendent. Appointment shall be made when practical.

## **ARTICLE SEVENTEEN**

### **SUMMER SCHOOL, HOMEBOUND TEACHING AND FEDERAL PROGRAMS**

17:1 All openings for positions in summer school, homebound teaching, federal projects and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized by the Superintendent or his/her designee in accordance with the procedure for publicizing promotional vacancies set forth in Article Sixteen, Section 16:1.1 and 16:1.2, of this Agreement. Summer school openings shall be publicized not later than June 1 and teachers shall be notified of the action taken not later than five (5) days after the school term is completed, if practicable. Homebound teaching openings shall be posted as needed, with the student's regular classroom teacher having the first option for employment.

17:2 Such positions shall be filled from among the applicants on the basis of standard certification, qualifications, and, if necessary seniority and an interview. Seniority, for the purposes of this Article, shall mean the length of continuous service in the District from the most recent date of employment. Further amplification of the seniority concept may be found in Article 30 of this Agreement. KCCS is excluded from the provisions of 17:2

17:3 Compensation shall be at the State's maximum hourly rate for all hourly positions included in this Article or a rate set by the grant. Salary information shall be published with the vacancy as it is posted.

17:4 All of the provisions of this Agreement shall apply to teachers holding positions in summer school, home teaching and/or federal programs, except where specifically exempted.

## **ARTICLE EIGHTEEN TEACHER EVALUATION**

18:1 The purpose of effective evaluation is to enable staff members to improve instruction and stimulate professional growth. By its very nature, an effective evaluation program must be cooperative, based on valid criteria and comprehensive in that all factors in the instructional program are considered. Evaluation is continuous and on-going.

18:2 It is in the evaluation process that analysis and reflection are utilized, strengths and weaknesses are identified, and plans for growth are developed, if necessary.

18:3 The State of Delaware has designed its system and instruments to stress improvement of instruction and the continued professional growth and development of teachers and shall be implemented solely to meet these objectives. The teacher and specialist evaluation instrument for the Capital School District is the Delaware Performance Appraisal System, in its most recent edition (DPAS), including its procedures, time lines, and rating instruments, except as modified by this Agreement.

18:3.1 All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Public address, audio/video systems, and similar surveillance devices shall be strictly prohibited if used for the purpose of eavesdropping.

18:4 Final evaluation of a teacher 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 teacher after such date.

18:5 Observations shall not begin until after the first five student days of the school year. Normally, observations will not occur the day before or the day after winter or spring break, or during scheduled state testing with teachers that are directly responsible for testing, and normally classroom observations will not occur after Memorial Day.

18:6 The form designed to evaluate specialists, except when that specialist is performing classroom duties, shall be the only form used to evaluate specialists.

18:7 Ratings and comments by the evaluator of a teacher shall not be subject to challenge through the grievance procedure, however, a box indicating the attachment of a rebuttal must be printed at the bottom of the evaluation form.

18:8 The District and Association agree that the District may include additional questions in the Component One Form so long as the questions are clearly voluntary and there are no negative consequences should the teacher choose to answer the questions verbally during the post-observation conference.

### **ARTICLE NINETEEN TEACHER FACILITIES**

19:1 Each school shall have the following facilities:

19:1.1 A storage cabinet or closet in each classroom in which teachers may store instructional materials, supplies, clothing and personal articles; and this cabinet should be supplied with a lock, when requested; a serviceable desk and chair for the use of each teacher; and filing cabinet for the exclusive use of each teacher, as needed.

19:1.2 A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.

19:1.3 In addition to the aforementioned teacher work area, a furnished room shall be reserved for the use of teachers as a faculty lounge. Teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge and it shall be cleaned by the school's custodial staff, regularly.

19:1.4 A separate dining area for the use of the teachers.

19:1.5 Free parking facilities sufficient to accommodate the teaching staff. 19:1.6 A

copy, exclusively for each teacher's use, of each text and supplemental materials approved by the curriculum committee used in each of the courses he/she is to teach.

19:1.7 A quantity of books appropriate to the learning level of the pupil, supplies, bulletin board, chalkboard or equivalent, and other such materials as required in daily teaching responsibility sufficient in quantity to meet the instructional needs of students.

19:2 An appropriate room or other facility for teachers who work in more than one school building shall be assigned to them in each school in which they work to permit the effective discharge of their responsibilities to their pupils. Such teachers shall also be assigned a single classroom or office space for their exclusive use outside of regular teaching hours, with a desk or other equivalent facility and a place to store materials and supplies for their personal use.



19:3 Vending machines may be installed in the teacher's lounge or teachers' lunchroom areas subject to exclusivity agreements between the district and a vendor(s). Proceeds that may be earned by the building will be used at the discretion of the Building Liaison Committee. District agreements with vendors will assure a variety of healthy products to be dispensed.

19:4 Teachers may be granted the use of keys for access to necessary work areas on request to the principal. Teachers are responsible for turning in all keys and completing the sign-out sheets at the end of the year.

19:5 When the temperature in a classroom falls below 60 degrees F. or rises above 85 degrees F., or when the relative humidity exceeds the ASHRAE standards, the administration will attempt to relieve the situation.

19:6 Telephones for use by school employees will be provided throughout work sites that will provide outside calling capability and, where possible, privacy.

19:7 Employees may carry personal cell phones during the work day so long as they aren't visibly displayed. Employees may use cell phones during non-instructional time provided such use does not cause interference or disruption with the instructional program.

## **ARTICLE TWENTY TEACHER-ADMINISTRATOR LIAISON**

20:1 The Association shall select a Liaison Committee for each school building which shall meet with the principal at least once a month during the school day for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. Areas for consideration shall include but not be limited to such matters as curriculum, textbooks, distribution of materials and supplies, discipline and parent visitation. Said Committee shall consist of not more than one (1) member for every twenty-five (25) teachers in the school building, but shall in no event have less than three (3) members.

20:2 The Association's representatives, not to exceed five (5), shall meet with the Superintendent at least once a month during the school year to review and discuss current school problems and practices of this Agreement.

20:3 The District level liaison's discussions with the Superintendent will be limited to items not resolved at the building liaison level or those that are district wide in scope.

**ARTICLE TWENTY-ONE**  
**INSTRUCTIONAL ADVISORY COUNCIL**

21:1 The purpose of the Advisory Council shall be to advise the Superintendent on means for improving the educational program to best meet the needs of the students, the schools, and the community. The Council may advise on, but need not limit to, matters such as curriculum improvements, teaching techniques, extra-curricular programs, in-service training, pupil testing and evaluation, philosophy and educational goals of the District, teacher recruitment, research and experimentation, educational specifications for buildings, studying the need for specialists and other related matters regarding the effective operation of the District.

21:2 The Council shall consist of two (2) permanent representatives appointed by the Superintendent/Superintendent's designee and one (1) representatives from each building (for a total of 12). CEA appointees shall be selected from among volunteers gathered in each building and agreed upon with the Superintendent/Superintendent's designee. The CEA President/designee will be the 13th member of the Association to serve. Members will serve at the pleasure of the Superintendent. District Office personnel may be asked by the Superintendent/Superintendent's designee to attend a meeting to respond to specific issues raised by membership.

21:3 The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association committees, administrators, Board members, students, parents, or other interested parties.

21:4 The Council shall establish its own rules of procedure and shall elect a chairman from the Superintendent's designees, who shall be responsible for the arrangement and conduct of meetings.

21:5 The Council shall meet four times a year (October, December, February, and April) during the teaching day with substitute funds provided. If another meeting is needed to resolve an issue, additional meetings can be called with mutual agreement of the Superintendent and CEA.

21:6 All written recommendations from the Council shall be submitted to the Superintendent. The Superintendent shall reply in writing in a timely manner as to the Superintendent's disposition of the Council's recommendation. That disposition of the Superintendent's recommendation will be presented to the Board.

21:7 Reports of the Council or any Study committee established by the Council may include minority as well as majority views.

21:8 All programs recommended by the Instructional Advisory Council are subject to the approval of the Board of Education.

**ARTICLE TWENTY-TWO  
PROTECTION OF TEACHERS, STUDENTS AND PROPERTY**

22:1 Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. In the event of any disorder or disruption at the school site resulting from a potentially unsafe or hazardous condition, the Association shall have the right to meet with the Building Administrator immediately, or will contact the central office in the absence of the building administration, to develop solutions or programs to improve and/or preserve the health, safety, and well-being of students, teachers and property.

22:1.1 Pesticides or toxic chemicals will not be used during the teacher day.

22:2 A teacher may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within control of the pupil; for the purpose of self-defense; and for the protection of persons or property. It is the obligation of the teacher to report incidents of bullying, harassment, or hazing in accordance with the district's bullying policy.

22:3 The Board shall provide legal counsel and reimbursement for court costs to the teacher, subject to the terms and conditions of the district's liability insurance policies, and shall reimburse the teacher for loss of time if any action is brought against the teacher concerning activity in the reasonable and necessary pursuit of the teacher's profession

22:4 The Board shall give full support, including legal and other assistance (excluding civil suits), for any assault and battery upon the teacher while properly discharging his/her duties

22:4.1 The teacher or designee, if unable to report assault, shall report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and the school nurse before the end of that working day. In the absence of the building administrator, the teacher must notify the office of the Superintendent within 24 hours. Injuries resulting from an assault upon a teacher will be documented by the school nurse.

22:4.2 When absence arises out of or from such assault, the Board agrees to provide the teacher with his/her net salary and benefits less all monies that the teacher derives from any other state and local sources. The District's contribution shall be calculated by subtracting from the teacher's net salary and benefits all monies derived from Worker's Compensation, short-term disability, long term disability, disability pension and any other applicable disability funds from state and local sources. Such payments shall continue for a period not to exceed two (2) years.

22:4.3 The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by the

teacher while the teacher was acting in the discharge of his/her duties within the scope of his/her employment.

22:4.4 Reasonable attempts will be made that any student convicted of or disciplined for assault or offensive touching upon a teacher shall not be placed back in the affected teacher's classroom for the rest of the student's academic career in the District, consistent with State and Federal guidelines.

22:5 The Board shall reimburse a teacher for the all out of pocket costs (such as co-pays and deductibles) for medical expenses incurred as the result of any injury sustained in the course of his/her employment for up to two (2) years following the incident.

22:6 When, due to inclement weather/unanticipated event, the normal starting time of school is delayed, the normal starting time for teachers will be adjusted by the amount of the delay. When due to inclement weather/unanticipated event, schools are closed early; teachers may leave as soon as the students have been safely dismissed from the building. Teachers shall not be required to report to work on days when school is closed due to inclement weather/unanticipated event, unless the Superintendent and Association President mutually agree for teachers to report to the building or work virtually. A joint committee shall be established to define weather contingencies/unexpected school closures and related working conditions and expectations. The Committee shall meet and report out prior to the beginning of the school year. The committee shall consist of at least six members appointed by the President of the Association and at least six members appointed by the Superintendent or designee.

### **ARTICLE TWENTY-THREE LEAVES OF ABSENCE**

23:1 Teachers shall be entitled to the following temporary, non-cumulative leaves of absence with full pay each school year:

23:1.1 Personal leave according to Delaware Code, Title 14, Section 1318 (b), (c), (d), (e), and (f) (See Appendix E)

23:1.1.1 The District will grant a total of twelve requests for personal leave before and after a holiday, on a first received, first granted basis. Ten (10) days written notice must be provided by the employee to be considered for this leave. No requests will be accepted before July 1 for the next school year. Any days not taken will be charged to the teacher.

23:1.1.2 Application shall be made by the teacher to the teacher's principal or other immediate supervisor for such leave. Application shall be made at least two (2) days before taking of such leave (except in case of emergency).

23:1.2 Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system or in any other civil legal proceeding in which the teacher does not have an interest, if the teacher is required by law to attend. Days so lost are not to be counted against the employee's sick leave.

23:1.3 In the event of the death of a staff member or student in the Capital School District, the principal or immediate supervisor of said staff member or student may grant to an appropriate number of teachers sufficient time off to attend the funeral.

Time lost is not counted against employee's sick leave as approved by the principal and/or immediate supervisor.

23:1.4 Other leaves of absence with pay may be granted by the Board for good reason.

23:2 Any member of the Association who holds an office in the state, local, or national association shall be granted a full leave of absence without pay for the period of his/her term and be returned to the position he/she held prior to the leave of absence. If the teacher cannot be returned to the assignment held immediately prior to taking leave under this section, he/she shall be given first choice of all available positions for which he/she is qualified.

23:3 A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, or is a full-time participant in similar programs.

23:4 Military leave shall be granted in accordance with Section 1327, Chapter 13, Title 14, Delaware Code.

23:5 Leaves for illnesses and temporary disabilities resulting from pregnancy shall be in accord with State Law, Federal Law, and/or State Board of Education rules and regulations.

23:6 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 and/or pursuant to the provisions of the Family Medical Leave Act (FMLA).

Teachers shall make application for such leave not later than one (1) month prior to the anticipated beginning of such leave. The teacher shall notify the Superintendent or his/her designee of the date that the leave will actually begin no later than ten (10) days prior to commencing such leave.

23:7 A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family which may be in coordination with the Family Medical Leave Act. Additional leave may be granted at the discretion of the Board.

23:8 Other leaves of absence without pay may be granted by the Board for good reasons.

23:8.1 Upon return from leave granted pursuant to Section 23:2, 23:3, or 23:4 of this Article, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. A teacher shall not receive increment credit for unpaid time spent on a leave granted pursuant to Sections 23:6 and 23:7 of this Article.

23:8.2 All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including tenure status, unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to the teacher upon his/her return and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

23:9 All extensions or renewals of leaves shall be applied for and approved or disapproved by the Board and shall be communicated in writing.

23:10 A sabbatical leave shall be granted to a teacher by the Board in accordance with the provisions of Section 1325 of the Delaware Code.

23:11 Teachers on extended leaves of absence may elect to purchase at cost any fringe benefits provided to regularly employed teachers.

23:12 All provisions for teachers' sick leave shall be in accordance with Title 14, Delaware Code, Chapter 13. Teachers shall be given a written accounting of accumulated sick leave days.

23:13 If an employee is relieved from jury duty before 1:00 p.m. or is not selected to serve, he/she is to report to work for the remainder of his/her regularly scheduled day. A combination of work and jury duty shall not exceed 7.5 hours. Evidence of service shall be provided to the employer.

#### **ARTICLE TWENTY-FOUR PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

24:1 The Board shares with its professional staff responsibility for the upgrading and updating of teacher performance. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. Accordingly, the district will use the Learning Forward Organization's definition of Professional Development also commonly referred to as Professional Learning to frame practices designed to increase the capacity of educators across the district to fully implement the District's Teaching and Learning Model in every classroom and to guide best practices in professional learning. (See Appendix G) The parties further agree that each teacher should fulfill the obligation for professional learning that lead to the knowledge and skills necessary to enable students to succeed in meeting the challenging district academic and behavioral standards.

24:2 The Board agrees to continue the following:

24:2.1 To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take. Said teacher shall also be compensated based upon available funding for time spent in actual attendance at said session beyond the contractual work day. Compensation will be advertised in advance of the session.

24:2.2 To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be coordinated through the Instructional Advisory Council established in Article Twenty-one of this Agreement.

24:3 The Board agrees to pay tuition for college-level courses up to maximum per credit rate equal to the per credit rate established by the University of Delaware for those courses meeting the requirements of the state-provided tuition reimbursement program. Other courses shall be reimbursed at a rate equal to the tuition of the course up to the rate of \$200 per three-credit course. Such courses must be in education or in-field with a maximum of twelve (12) credit hours per fiscal year. Courses that are otherwise funded by the state or fellowship shall be excluded from this program. Courses funded by a student loan will have a payment made directly by the District to the professional staff's lender.

24:4 An allocation of \$60,000 shall be made available during each year of this Agreement.

24:4.1 If there are insufficient funds to provide a full grant, an equitable lesser grant shall be given. Prior to the commencement of a course a staff member will submit a Request for Reimbursement form to the District business office so that funds will be reserved. A grade of B or better (or P) shall be submitted to the District for payment at the end of the course. If no request for payment will be submitted, the teacher will notify the business office so that the reserved funds can be released to other teachers.

24:4.2 Where applicable, money available for tuition reimbursement from state and/or federal sources shall be in addition to and shall be utilized prior to any District funds stipulated herein.

## **ARTICLE TWENTY-FIVE MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

25:1 Duties and responsibilities pertaining to student discipline shall be presented to each teacher at the start of each school year. At the same time, consistent and appropriate conduct guides will be distributed to students and teachers.

25:2 A teacher shall utilize the processes set forth in the Student Success Guide to may exclude a student from the classroom when the teacher judges the student's behavior to be disruptive of the instructional program. The teacher must have made attempts to resolve the disruption and should notify the office of any students being sent to the office. The student shall remain out of the teacher's classroom until the administration/designee has taken appropriate action according to the Student Success Guide. At the elementary level, the preceding sentence shall apply except when there is no administrator in the building. The Elementary Principal is responsible for developing a system for handling disciplinary referrals when he/she is not available. For regular disciplinary circumstances the district's Student Success Guide provisions will be implemented. This may include parental contacts (or documented efforts to contact parents), discipline administration contacts and/or documentation of prior concerns.

25:2.1 Each building shall have in place a process to review student disciplinary actions,

issues or concerns. These processes shall be communicated to employees and the Superintendent or his/her designee prior to the beginning of the school year.

25:2.2 Upon request, an employee will have access to a list of disciplinary incidents of students referred by the teacher to administration for discipline reasons. The list of discipline incidents may be redacted to comply with state or Federal law or regulations.

25:2.4~~3~~ Detentions given to students by teachers in accordance with the Student Success Guide shall not be overturned by the administration without a conference with the teacher.

25:3 All staff members are expected to take appropriate action or seek the assistance of other staff members to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within control of pupils; and for the protection of persons or property.

25:4 During student hours or during all student related after-school activities when students are present, an administrator or designee shall be available in all buildings with students present, or be available via cellular telephone.

#### **ARTICLE TWENTY-SIX FRINGE BENEFITS**

26:1 For those employees who opted to remain with the State of Delaware Pension System long term disability policy only, 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 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 of monthly income to \$4,000* until age 65	60 day elimination period 60% 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.

26:2 Health and Dental contributions per month according to Schedule B

26:3 The Board will provide membership in the Delaware Blood Bank at no cost upon an employee's request.

26:4 Upon retirement, teachers 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, Delaware Code, that apply for the state portion of such payment. To implement this provision, the Board agrees to allocate \$10,000 during each year of this agreement. In the event that monies available in the fund are less than those needed for full payment to those applying, the monies



shall be distributed based upon the percentage of monies available to monies needed to make full payment for all eligible days. Any funds remaining at the end of the fiscal year will be applied to the \$10,000 amount for the following year.

## **ARTICLE TWENTY-SEVEN PERSONAL AND ACADEMIC FREEDOM**

27:1 Teachers shall be entitled to full rights of citizenship with regard to personal and academic freedom.

27:2 The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the District and they acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

27:2.1 Teachers shall be guaranteed full freedom in the classroom provided that said material is relevant to the course content, meets approved curriculum guidelines and is presented objectively and impartially.

27:2.2 In performing their teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on matters relevant to the course content; provided, however, that when they do so they shall indicate that they are speaking personally and not on behalf of the school, its administration, or the Board.

27:2.3 Teachers shall not be censored or restrained in the performance of their teaching functions.

27:3 The teacher has the right to refuse, for good cause to have a student(s) from a previous year in his/her classroom, except in the event that such refusal would deprive the pupil of the opportunity to pursue the course or class taught only by said teacher. After receiving his/ her class roster(s) or the first student day in class, the request must be made to the building principal in writing by the end of the next business day.

27:4 The teacher shall maintain the right and responsibility to determine grades within the written grading policy of the District, based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible. No grades shall be changed without approval of the teacher except in the case of obvious clerical-type error and only after approval of a building administrator, who will make an attempt to contact the involved teacher.

27:5 When non-promotion of a pupil becomes a case in question, the teacher will be consulted in the decision-making process.

**ARTICLE TWENTY-EIGHT  
BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES**

28:1 The Board shall budget and dispense funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies, and equipment sufficient in quality and quantity to enable teachers to fulfill their teaching responsibilities. Appropriate financial processes will be available in each building for use in purchasing incidental supplies for classroom instructional use. Expenditures from this fund shall be at the discretion of the building according to established fiscal guidelines.

28:2 Textbooks and instructional materials in all subject areas and at all grade levels shall be recommended to the Administration and Board by teachers actually teaching said areas. Said recommended materials shall reflect the most recent authoritative scholarship on the diversity and pluralistic nature of society.

28:3 The administrator/chairperson will conference with the teacher prior to deleting any items from the teacher's instructional materials and supplies requests.

**ARTICLE TWENTY-NINE  
DEDUCTION FROM SALARY**

29:1 Upon submission of approved forms, the Board agrees to deduct from the salaries of its teachers dues for the Capital Educators Association, the Delaware State Education Association, and the National Education Association. Such deductions shall be made in compliance with Delaware Laws and under rules established by the State Treasurer. Said money, together with records of any corrections, shall be transmitted to the Delaware State Education Association the month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such money to the appropriate association or associations.

29:2 The Board agrees to deduct from teacher's salaries money for local, state, and national association services and programs as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the money promptly to such association or associations.

29:3 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 employee 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.

All employees in the collective bargaining unit for more than thirty (30) days who are not, do not become, or do not remain members shall, 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 to them in compliance with DSEA Policies consistent with United States Supreme Court rulings.

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 from the bi-weekly payroll. Such deductions for service fees are to be transmitted each payroll 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, as acted in bad faith or engaged in willful misconduct.

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

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 THIRTY STAFF REDUCTION**

30:1 All employees proper to this bargaining unit shall be covered by this Article.

30:2 Reduction in Force shall be just cause for dismissal when a Reduction in Force is necessary because of a decrease in student enrollment, lower teacher turnover, shortage of funds, change in curriculum or changes in use of instructional personnel, or decrease in educational services. The Superintendent shall recommend to the Board the area, subject, grade level or programs that will lose staff positions and the dates that such reduction is needed. Such reduction in force shall be based on seniority within areas of standard, limited standard, and/or emergency certification, and shall be implemented in accordance with the following procedures:

30:2.1 A district-wide seniority list shall be kept according to the employee's most recent date of continuous employment beginning with the first day on which the employee has earned pay during his/her current period of continuous employment. The district-wide seniority list will include:

- A. All applicable employees in rank order, stating the employees most recent date of continuous employment;
- B. Present teaching assignment; and
- C. Area(s) of certification.

30:2.2 For the purposes of this Agreement "seniority" shall be defined as the length of continuous district employment. Board-approved paid leaves of absence shall not constitute a break in service or an interrupt in service, and time on such leaves shall be counted toward seniority. Board approved unpaid leaves of absence shall not constitute a break in service but will be considered an interruption, and time on such leaves shall not

be counted toward seniority. Employees on leaves of absence shall be subject to all of the provisions of this Article.

30:2.3 In the event two or more employees have the same length of district-wide service, the following criteria shall be used, in the order enumerated, as tie-breakers, and utilized in determining the seniority lists:

- A. Total length of service in the Capital School District. Total length of State service.
- B. Total length of teaching service.
- C. Total number of credits earned beyond the Bachelor's degree with greatest seniority going to the teacher with the most credits as recognized and approved by the State of Delaware.
- D. In an event of a tie resulting from the use of (1) through (4), credits earned as defined herein will be used in an attempt to break the tie. Credits earned are to be interpreted as credits which meet DOE approval criteria but which have not been credited in number (4) above. These credits must be properly on file with the Human Resource Office no later than April 1 of each school year. Credits earned must be entered and tallied by the individual teacher with the proper supporting DOE form number or transcript attached from an accredited college or university. It is the teacher's responsibility to keep this credit report up-to-date and accurate. The Human Resource Office will break the tie using this credit report statement. If the statement is not kept up-to-date by the individual teacher, credits earned and not reported will not be subject to appeal.
- E. Lottery

30:2.4 An employee newly hired after the first required workday of the school year, and whose employment begins during that school year, shall receive a temporary contract. Such employee shall be placed on the seniority list as of the first full year of employment, but shall have seniority by date of actual initial employment, provided there has been no break in employment. However, 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.

30:2.5 The district-wide seniority list shall be available in each principal's office for inspection by the staff on or before March 1 of each school year. Questions as to correctness of placement on such list shall be appealed to the Superintendent or his/her designee prior to March 30. An individual shall have ten (10) days in which to appeal an error of his/her information posted on the seniority list.

30:2.6 It is understood by the parties that prior to establishing a list for reduction in force, non-tenured employees who will not be rehired for the following school year for reasons other than a RIF shall be so notified. Such action shall occur prior to May 15 of each year. Employees so notified shall not be considered for placement on the recall list.

30:2.7 In the event of a reduction in force, the employee(s) with the least seniority in the affected area of certification shall be laid off. If such employee has certification in more than one area, and his/her seniority is greater than the seniority of another employee in an area for which said employee holds certification, the employee shall have the right to replace the employee with least seniority in that area of certification provided the laid-off employee has taught within the other area of certification within the last three (3) years or has taken six (6) related college credits in said area of certification within the last five (5) years.

30:2.8 The following items shall be placed in the personnel file of the employees who are laid off:

- A. A letter from the Board stating that the reason for the layoff was because of a reason set forth in 30.2;
- B. Copies of notification of recall which were mailed to the employee; and
- C. Correspondence to the Board from the employee.

30:2.9 Employees who are laid off shall be automatically placed on the recall list for a period of one (1) year with the option to be continued on the list for a second year. To remain on the recall list for the second year, the employee must notify the Board by certified mail, return receipt requested, on or before May 1 of the first year that the employee is on the list.

30:2.10 Employees who are eligible for recall must keep the school district informed in writing of any change in their address.

30:2.11 Employees who resign or have been dismissed for any reason other than reduction in staff are not subject to provisions of this Article.

30:2.12 When permanent, full-time vacancies occur, employees who have been laid off under provisions of this Article shall be offered re-employment in reverse order to layoff in an opening in a field in which they held standard, or limited standard, or emergency certification at the time of layoff. Refusal of an employee to accept the position within ten (10) working days of the postmarked date on the certified notice and then to report to work within ten (10) working days of that acceptance, or at such later time as is determined by the Administration, will relieve the Board of further obligation to offer re-employment.

30:2.13 Time lost by an employee laid off under 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.

30:2.14 Service of persons whose service has been previously interrupted by mandatory maternity policy of the district will be viewed as having uninterrupted service as to such period. However, any period of interruption beyond that mandated by district policy shall not be included.

30:2.15 In order that the Association may properly fulfill its representative functions, the District will provide the Association with (1) copy of the seniority list and revisions thereto, (2) copies of RIF notices sent to employees, and (3) copies of Recall notices sent to employees. The seniority list shall be provided as soon as is practicable after it is developed and the RIF and Recall notices shall be provided concurrently with their being sent to the employees.

### **ARTICLE THIRTY-ONE MISCELLANEOUS PROVISIONS**

31:1 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.

31:2 This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

31:3 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any teacher benefit existing prior to its effective date.

31:4 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions 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.

31:5 Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.

31:6 This Agreement shall be posted on the Capital School District website (under the Human Resource section) after agreement with the Association on format within thirty (30) days after the Agreement is signed. Current employees may request one printed copy from the Human Resources department per contract.

31:7 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by electronic mail.

## ARTICLE THIRTY-TWO SALARY

32:1 Teachers and degree nurses shall receive local compensation according to Schedule A.

32:2 Non-degree nurses shall receive local compensation according to the Non-Degree column of Schedule A.

32:3 Persons engaged in extra-curricular activities shall be compensated according to Schedule B.

32:3.1 A committee comprised of two representatives appointed by the Association and two representatives appointed by the Superintendent shall meet annually before May 1 to review Schedule B. Following such review, the Committee shall make recommendations to the Board concerning the addition or deletion of positions. The monetary value will be assigned relative to other positions on the schedule.

32:4 All Psychologists, Speech Language Pathologists, Physical Therapists, and Occupational Therapists, BCBA's and School Nurses employed with Capital School District shall receive an annual prorated stipend of \$4000 in addition to other compensation.

32:5 Chairpersons are an integral part of the instructional leadership team and should promote and advance the programs of the school and district. They will receive a stipend of \$1,000.00 in addition of regular compensation. They will have a comparable teaching schedule as the regular teachers within the building, but will not be assigned a regular scheduled duty. These duties do not include secondary homerooms/advisory, AP exams, or midterm/final exams. Chairpersons will have a planning period to support the needs of the department in addition to their regular planning period. They will lead an Instructional Support Team in order to support student achievement. Chairpersons at the High School may be chosen in the following areas: Math, Science, Social Studies, English, World Language, Business (Career Technical Education), Special Education, and one other to include, Arts, ROTC, Physical Education, and individuals, for a maximum of eight (8) positions.

32:6 Teachers working under professional contract in excess of the days required by the State of Delaware shall be paid at their per diem state and local salary for each day employed.

32:7 Early Retirement Notice

37:7.1 For each year of this contract, a teacher who officially notifies the District by January 15<sup>th</sup> of his/her retirement effective on June 30<sup>th</sup> of that year will receive a payment of:

- \$1,500 for 30 or more years
- \$1,250 for 25-29 years
- \$1,000 for 20-24 years
- \$ 500 for 19 years or less

37:7.2 For each year of this contract, a teacher who officially notifies the District by March 1st of his/her retirement effective on June 30th of that year will receive a payment of:

\$750 for 30 or more years  
\$625 for 25-29 years  
\$500 for 20-24 years  
\$250 for 19 years or less

- 37:8 All teachers, excluding those set forth in 32.4, employed by the District and assigned to Kent County Secondary ILC shall receive an annual pro-rated stipend of \$1,000 in addition to other compensation.
- 37:9 Longevity Stipend: An employee shall receive a \$250 stipend in their 5<sup>th</sup> year of credited service with the District. This yearly stipend shall continue through their 9<sup>th</sup> year of credited service with the District. This amount will change to:
- A \$350 yearly stipend in their 10<sup>th</sup> year of credited service with the District and shall continue through year 15;
  - A \$500 yearly stipend in their 16<sup>th</sup> year of credited service with the District and shall continue through year 20;
  - A \$750 yearly stipend in their 21<sup>st</sup> year of credited service with the District and beyond.



**ARTICLE THIRTY-THREE  
DURATION OF AGREEMENT**

This agreement shall be effective **July 1, 2021** and shall continue in full force and effect until **June 30, 2024**. This agreement shall be automatically extended until a successor contract is ratified and signed.

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

CAPITAL EDUCATORS ASSOCIATION

BY 

DATE: 6/23/21

BY 

DATE: 6/23/21

CAPITAL BOARD OF EDUCATION

BY 

DATE: 6/23/21

BY 

DATE: 6/23/21

## APPENDIX B

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

<b>Health Plan</b>	<b>Fixed</b>
First State Basic Plan	0
Aetna HMO Employee	\$19.21
Aetna HMO Employee and Spouse	\$57.75
Aetna HMO Employee and Child	\$33.66
Aetna HMO Family	\$70.07
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
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
BlueCare HMO Employee	\$19.63
BlueCare HMO Employee and Spouse	\$60.82
BlueCare HMO Employee and Child(ren)	\$34.35
BlueCare HMO Family	\$73.74
Comp PPO Employee	\$61.97
Comp PPO Employee and Spouse	\$131.22
Comp PPO Employee and Child	\$104.70
Comp PPO Family	\$164.15
<b>Dental Plan</b>	<b>Fixed</b>
Dental – Employee	\$28.59
Dental – Employee & Spouse	\$85.67
Dental – Employee & Child(ren)	\$85.67
Dental – Family	\$85.67

**Appendix C – EPER (Sports)  
2021-2024**

<u>Position</u>		<u>Position</u>	
Athletic Director	\$9,302	Tennis Coach - Boys	\$2,850
Football Coach - Varsity	\$6,443	Tennis Coach - Girls	\$2,850
Football Assistant #1 - Varsity	\$2512	Golf Coach	\$2,850
Football Assistant #2 - Varsity	\$2512	Cheerleading Coach - Varsity	\$2,106
Football Assistant #3 - Varsity	\$2512	Cheerleading Coach - JV	\$1,020
Football Assistant #4 - Varsity	\$2512		
Football Assistant #5 - Varsity	\$2512	Competition Cheer Coach	\$1,732
Football Coach - JV	\$4,188	Lacrosse Coach - Boys Varsity	\$3,575
Football Assistant - JV	\$3,035	Lacrosse Coach - Girls	\$3,575
Football Coach - Freshman	\$2,571	Lacrosse Assistant - Boys	\$1,786
Football Assistant - Freshman	\$1,961	Lacrosse Assistant - Girls	\$1,786
Cross Country Coach	\$2,529	Lacrosse Coach - Boys JV	\$2,529
Cross Country Assistant	\$1,786	Lacrosse Coach - Girls JV	\$2,529
Soccer Coach - Boys Varsity	\$3,575	Weight Lifting Coach (Fall)	\$1,289
Soccer Coach - Girls Varsity	\$3,575	Weight Lifting Coach (Spring)	\$1,289
Soccer Assistant - Boy Varsity	\$1,786		
Soccer Assistant - Girls Varsity	\$1,786	CMS Athletic Director	\$3,221
Soccer Coach - Boys JV	\$2,529	CMS Football Coach	\$2,571
Soccer Coach - Girls JV	\$2,529	CMS Football Assistant	\$1,672
Field Hockey Coach - Varsity	\$3,575	CMS Football Assistant	\$1,672
Field Hockey Assistant - Varsity	\$1,786	CMS Soccer Coach - Boys	\$2,024
Field Hockey Coach - JV	\$2,529	CMS Soccer Coach - Girls	\$2,024
Volleyball Coach - Varsity	\$3,575	CMS Soccer Assistant - Boys	\$1,526
Volleyball Coach - JV	\$2,529	CMS Soccer Assistant - Girls	\$1,526
Basketball Coach - Boys Varsity	\$4,833	CMS Field Hockey Coach	\$2,024
Basketball Coach - Girls Varsity	\$4,833	CMS Field Hockey Assistant	\$1,526
Basketball Assistant - Boys Varsity	\$2,146	CMS Basketball Coach - Boys	\$2,024
Basketball Assistant - Girls Varsity	\$2,146	CMS Basketball Coach - Girls	\$2,024
Basketball Coach - Boys JV	\$3,035	CMS Basketball Assistant - Boys	\$1,526
Basketball Coach - Girls JV	\$3,035	CMS Basketball Assistant - Girls	\$1,526
Basketball Coach - Freshman	\$2,685	CMS Wrestling Coach	\$2,024
Wrestling Coach - Varsity	\$3,575	CMS Wrestling Assistant	\$1,526
Wrestling Coach - JV	\$2,529	CMS Wrestling Assistant	\$1,526
Wrestling Assistant	\$2,146	CMS Track Coach	\$2,024
Track Coach - Winter	\$2,529	CMS Cross Country	\$1,672
Track Assistant - Winter	\$1,786	CMS Track Assistant	\$1,526
Track Coach - Boys	\$3,575	CMS Track Assistant	\$1,526
Track Coach - Girls	\$3,575	CMS Cheerleading	\$806
Track Assistant #1	\$1,997	CMS Cheerleading	\$806
Track Assistant #2	\$1,997		

<u>Track Assistant #3</u>	<u>\$1,997</u>	CMS Baseball Coach	\$2,024
Swimming Coach	\$2,800	CMS Softball Coach	\$2,024
Swimming Assistant	\$1,786	CMS Baseball Assistant	\$1,526
<hr/>		CMS Softball Assistant	\$1,526
Baseball Coach - Varsity	\$3,575	CMS Volleyball – Girls	\$1,639
Softball Coach - Varsity	\$3,575	<u>CMS Volleyball Assistant – Girls</u>	<u>\$1,526</u>
<hr/>		CMS Lacrosse Coach - Boys	\$2,2024
Baseball Assistant - Varsity	\$1,786	CMS Lacrosse Coach - Girls	\$2,024
Softball Assistant - Varsity	\$1,786	CMS Lacrosse Assistant - Boys	\$1,526
Baseball Coach - JV	\$2,529	<u>CMS Lacrosse Assistant - Girls</u>	<u>\$1,526</u>
Softball Coach - JV	\$2,529		
Unified Head Coach Football	\$1,000		
Unified Head Coach Basketball	\$1,000		
Unified Asst. Coach Football	\$500		
<u>Unified Asst. Coach Basketball</u>	<u>\$500</u>		

State Champions	Coach \$800	Assistant Coach \$400
Conference Champions	Coach \$500	Assistant Coach \$250

## Appendix C – EPER (Non-Sports) 2021-2024

<u>Position</u>		<u>Amount</u>	<u>Position</u>		<u>Amount</u>
DHS Assistant Band Director (1)	1	2,406	CMS Band Director #1 (1)	1	668
DHS Band Director (1)	1	3,313	CMS Related Arts (1)	1	781
DHS Chorus Director (1)	1	1,518	CMS Drama (1)	1	766
DHS Class Advisor 10 (1)	1	1,220	CMS Intramural/Extra Curricula (17)	16	349
DHS Class Advisor 11 (1)	1	2,685	CMS Math League #1 (1)	1	384
DHS Class Advisor 12 (1)	1	2,196	CMS Math League #2 (1)	1	384
DHS Class Advisor 9 (1)	1	1,220	CMS Odyssey of the Mind (1)	1	384
DHS Debate (1)	1	1,744	CMS Science Olympiad Advisor (1)	1	384
DHS World Language Club #1 (1)	1	384	CMS Student Council (1)	1	871
			CMS Yearbook (1)	1	757
			CMS Chorus Director (1)	1	668
			CMS TSA	1	500
			CMS BPA	1	500
			CMS HOSA	1	500
			CMS FCCLA	1	500
			WHMS Leader and Me (1)	1	349
			WHMS Drama (1)	1	444
			WHMS Chorus (1)	1	444
			WHMS Intramural/Extra Curricular (41)	41	349
DHS Honor Society (1)	1	1,220	WHMS Student Council (1)	1	540
DHS Literary Magazine (1)	1	1,168	WHMS Yearbook (1)	1	506
DHS Math League #1 (1)	1	384	WHMS Band Director #1 (1)	1	444
DHS Math League #2 (1)	1	384	WHMS PBS	1	349
DHS Newspaper (1)	1	2,571			
DHS Science Olympiad Advisor #1 (2)	2	384	Booker T Washington (6)	6	350
DHS Student Council (1)	1	1,831	East (6)	6	350
DHS Yearbook (1)	1	3,139	Fairview (6)	6	350
DHS Interact	1	384	Hartly (6)	6	350
DHS Japanese club	1	751	North (6)	6	350
DHS (10)	10	384	South (6)	6	350
DHS Arts (Up to 7)	7	5,902	Towne Point (6)	6	350
BPA (1)	1	800	ILC(2)	2	350
TSA (1)	1	800	Speech Pathologist, OT, PT, School Psychs, BCBAs, School Nurses		
DECA (1)	1	800	Max = \$4,000		
FCCLA (1)	1	800	Single Approach to Mastery (4)		
HOSA (1)	1	800	Max = \$1000		
			Lead Nurse (1) \$2,000		

## APPENDIX D

### ARBITRATION

(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.

**APPENDIX E****SICK LEAVE****§ 1318. Sick leave and absences for other reasons; accumulation of annual leave.**

- (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 his/her 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 his/her discretion requires 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.

## APPENDIX F

**CAPITAL SCHOOL  
DISTRICT GRIEVANCE  
FORM**

**LEVEL II**

**NAME OF GRIEVANT: (Individual, Group/Class, Association [CEA Advocate])**

**POSITION:**

**IMMEDIATE SUPERVISOR:**

**DATE OF LEVEL I DISCUSSION:**

**DATE SUBMITTED AT LEVEL II:**

**NATURE OF GRIEVANCE AND DATE OF OCCURRENCE** (Attach extra sheets if necessary)

**SPECIFIC TERMS OF THE AGREEMENT ALLEGEDLY VIOLATED**  
[Cite article(s) and section number(s)]

**RESULTS OF LEVEL I**

**DISSATISFACTION WITH LEVEL I DECISION**

**RELIEF SOUGHT**

COPIES: Grievant, CEA Advocate, Immediate Supervisor, CEA President or designee

**CAPITAL SCHOOL  
DISTRICT GRIEVANCE  
FORM**

**LEVEL III**

**NAME OF GRIEVANT: (Individual, Group/Class, Association [CEA Advocate])**

**POSITION:**

**LEVEL II DECISION OF SUPERVISOR: (Attach extra sheets if necessary)**

**DATE LEVEL II DECISION RECEIVED BY GRIEVANT:**

**REASON FOR DISSATISFACTION WITH LEVEL II DECISION**

**DATE OF LEVEL III SUBMISSION BY GRIEVANT:**

COPIES: Grievant, CEA Advocate, Level II Supervisor, CEA President or designee

**CAPITAL SCHOOL  
DISTRICT GRIEVANCE  
FORM**

**LEVEL IV**

**NAME OF GRIEVANT: (Individual, Group/Class, Association [CEA Advocate])**

**POSITION: LEVEL III**

**SUPERVISOR'S DECISION: Attach extra sheets if necessary**

**DATE LEVEL III DECISION RECEIVED BY GRIEVANT:**

**DATE OF ASSOCIATION REQUEST FOR GRIEVANCE MEDIATION:  
REQUIRES CEA APPROVAL**

COPIES: Level III Administrator (Superintendent), Grievant, CEA Advocate, Immediate Supervisor (Level II), CEA President or designee

**CAPITAL SCHOOL  
DISTRICT GRIEVANCE  
FORM**

**LEVEL V**

**NAME OF GRIEVANT: (Individual, Group/Class, Association [CEA Advocate])**

**POSITION:**

**DATE OF CONCLUSION OF GRIEVANCE MEDIATION:**

**RESULTS OF GRIEVANCE MEDIATION Attach extra sheets if necessary**

**DATE OF ASSOCIATION APPEAL TO ARBITRATION:**  
REQUIRES CEA APPROVAL

**SUMMARY OF ARBITRATOR'S DECISION Attach award**