

**AGREEMENT
BETWEEN THE
RED CLAY CONSOLIDATED SCHOOL
DISTRICT
BOARD OF EDUCATION
AND THE
RED CLAY EDUCATION ASSOCIATION
AFFILIATE OF DSEA-NEA, INCORPORATED
September 1, 2011 through August 31, 2014**

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PREAMBLE

This Agreement is entered into this 1st day of September, 2011 by and between the Board of Education of the Red Clay Consolidated School District, hereinafter called the "Board" and the Red Clay Education Association, Affiliate of DSEA-NEA, Incorporated, hereinafter called the "Association".

WITNESSETH

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

WHEREAS, the parties 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 1 RECOGNITION

- 1:1 The Board hereby recognizes the Association as the exclusive negotiating representative of the certificated non-administrative employees, not including supervisory or staff personnel of the District, in all matters specified in Chapter 40, Title 14, Delaware Code, unless another provision of the Delaware Code supersedes this section.
- 1:2 Definitions
 - 1:2.1 The "Board" as used in this Agreement will mean the Red Clay Consolidated School District Board of Education.
 - 1:2.2 An "employee" as used in the Agreement will mean any certificated non-administrative individual employed under a contract to the school district, not including supervisory or staff personnel or substitute teachers; and reference to employees will be deemed to include both the male and the female.
 - 1:2.3 The "Association" as used in this Agreement will mean the Red Clay Education Association, Affiliate of DSEA-NEA, Incorporated.
 - 1:2.4 The "District" as used in this Agreement will mean the Red Clay Consolidated School District.
 - 1:2.5 "Workdays" as used in this Agreement will mean those days on which employees are scheduled to report for work according to the official District calendar except as otherwise defined in this Agreement.
 - 1:2.6 "Emergency" as used in this agreement shall mean a sudden unexpected happening; an unforeseen occurrence or condition.
 - 1:2.7 "Parent" as used herein shall include any legal guardian of a student.

ARTICLE 2 NEGOTIATION OF AGREEMENT

- 2:1 This Agreement will be for a period as specified in the Duration of Agreement Article; and negotiations concerned with the terms of this Agreement will not be reopened during that time except by mutual written agreement of the parties.
- 2:2 Neither party in any negotiations will have any control over the selection of the negotiating representatives of the other party.
- 2:3 The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. However, the Board negotiating team will not have the authority to bind the Board, and all agreements will be subject to final approval of the Board of Education.
- 2:4 This Agreement incorporates the entire understanding of the parties on all matters which were or

- could have been the subject of negotiation. During the term of the Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 2:5 This Agreement will not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 2:6 The parties agree to enter into negotiations over a successor Agreement pursuant to and consistent with Chapter 40, Title 14, Delaware Code. Such negotiations will begin no later than six (6) months prior to the expiration of this Agreement.
- 2:7 Any agreement so negotiated will be reduced to writing, be submitted for ratification by the Association and approval by the Board, and be signed by the President of the Association, the Chairperson of the Professional Negotiations Committee of the Association, the President of the Board, and the Executive Secretary of the Board.

ARTICLE 3 GRIEVANCE PROCEDURE

- 3:1 Definition
- 3:1.1 A grievance will be defined as a written claim by an employee that the terms of this Agreement, or written administrative rules and regulations relating to salaries, employee benefits, and/or working conditions have been violated, misinterpreted, or misapplied resulting in the abridgement of rights granted to the employee by such documents. A grievance may also be defined as a written claim by the Association that the terms of this Agreement, official written policy of the Board of Education, or written administrative rules and regulations relating to salaries, employee benefits, and/or working conditions have been violated, misinterpreted, or misapplied resulting in the abridgement of rights granted to the Association by such documents.
- 3:1.2 A grievant is the employee, employees, or Association that files a grievance as provided for under this Agreement.
- 3:1.3 A class grievance is a grievance filed by the Association which asserts an effect on a group or class of employees.
- 3:1.4 Days as used in this Article refer to employee work days; however, when a grievance is submitted between May 1 and September 1, days will refer to calendar days.
- 3:2 Purpose - The purpose of this procedure is to provide an alternative to existing means of resolving concerns over matters specified in this Agreement which affect employees of the District. Both parties agree that these proceedings, if utilized, will be kept confidential, except that the Board will provide the Association with copies of all grievances and written decisions at each level.
- 3:3 Timeliness
- 3:3.1 No grievance may be changed after its formal presentation; however, the grievance may be amended with respect to cited provision following the decision rendered at Level One of the grievance procedure and will be considered timely filed if resubmitted at Level One within ten (10) days of the initial response.
- 3:3.2 All grievances should be processed as rapidly as possible; the number of days indicated at each level will be considered a maximum, and every effort will be made at each level to expedite the process. The time limit specified may, however, be extended by mutual written agreement.
- 3:3.3 Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits will constitute authority for the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within

the specified time limits will be deemed to be acceptance of the decision rendered at that level.

- 3:3.4 If a grievance is a class grievance or concerns rights of the Association, the grievance will commence at a level appropriate to the occasion giving rise to the grievance.

3:4 Specific Procedure

- 3:4.1 The grievant is encouraged to meet with the principal or his/her immediate supervisor or applicable District office personnel with the objective of resolving the matter informally.
- 3:4.2 Level One - The grievant will set forth his/her grievance in writing as provided in Section 3:4 within fifteen (15) days from the date the employee was aggrieved. Within ten (10) days of receipt of the written grievance, the principal or other immediate supervisor will communicate in writing to the grievant his/her decision and the reason for the decision.
- 3:4.3 Level Two - The grievant, not later than five (5) days after being notified that the decision has been rendered may appeal the decision to the Director of Human Resources or designee. The basis for the employee's continued dissatisfaction will be delineated. The Director of Human Resources or designee may hold an informal grievance hearing within ten (10) days after receiving the grievance. A decision in writing will be rendered to the grievant within five (5) days of the hearing.
- 3:4.4 Level Three - If the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may, within five (5) days after being notified that the decision has been rendered, appeal the decision to the Superintendent or designee.

The basis for the employee's continued dissatisfaction will be delineated. The Superintendent or designee will hold an informal grievance hearing within ten (10) days after receiving the grievance. The Superintendent or designee will communicate the decision in writing to the grievant within five (5) days after the date of the hearing.

- 3:5 The decision of the Superintendent (or designee) will finally determine the matter unless the Association notifies the Superintendent in writing fifteen (10) calendar days of a demand for arbitration which will state in reasonable detail the nature of the dispute and the remedy sought.

Where the Association files a timely demand for arbitration, Representatives for the Association and District shall confer to select an arbitrator. In the event that the parties are unable to agree, the selection of an arbitrator shall be through the Philadelphia Office of the American Arbitration Association in Accordance with its rules of Voluntary Labor Arbitration. The Association will represent the grievant at the arbitration hearing.

3:6 Redirecting Principles

- 3:6.1 Disputes concerning claims related to the following shall not be processed to arbitration:
 - (a) Matters covered by Delaware law or by federal law;
 - (b) Rules and regulations of the Delaware Department of Education, the State Board of Education and the U.S. Department of Education;
 - (c) The content of or conclusions reached in employee observations and evaluations; however, grievances concerning the evaluation process may be grieved to binding arbitration.
 - (d) Policies of the local school Board; and
 - (e) Matters beyond the scope of the District's authority.
 - (f) Dismissal or non-renewal of a professional employee

Items (a) through (f) above, although not arbitrable, will be appealable through the grievance procedure to the Board within fifteen (15) days of the Superintendent's decision which will at its option hold a hearing concerning the matter or determine the matter on the basis of the written records. The Board will render its decision within thirty (30) days of the date of the filing of the appeal to the Board.

3:7 Arbitrability

If the parties disagree that an issue is inappropriate for arbitration, a separate hearing shall be held with an arbitrator whose fees and expenses shall be paid by the losing party.

3:8 Procedure

3:8.1 The arbitrator selected will hold hearings promptly and will issue a decision not later than thirty (30) workdays from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates this Agreement and will confine the opinion to the particular issue submitted. The arbitrator's decision will be final and binding.

3:8.2 The arbitrator, in the written opinion, will not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The opinion must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

3:9 Cost of Arbitration

3:9.1 The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room will be borne equally by the Board and the Association. Any other expenses incurred will be paid by the party incurring same.

3:10 Miscellaneous

3:10.1 Commencing with Level One of the Grievance Procedure, the grievant may be represented by a representative selected or approved by the Association or his/her own choosing.

3:10.2 If the grievant does not choose to be accompanied and represented by an Association grievance representative, the Association will have the right to be present and to state its views at all levels of the grievance procedure. This will not apply when the grievance involves matters of personal, embarrassing, and confidential nature and the grievant specifically requests, in writing, that the Association not be present.

3:10.3 If the employee elects 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.

3:10.4 Where grievance proceedings are mutually scheduled by the parties during school time, persons proper to be present will suffer no loss of pay. In the event that a dispute arises as to whether a person is proper to be present at the grievance, such dispute will be subject to resolution through the grievance procedure.

3:10.5 No documents, communications, and records which are developed in connection with the processing of a grievance will be filed in the District's file pertaining to the employee.

3:10.6 It is understood that employees will, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the

District until such grievance and any effect thereof will have been fully determined.

- 3:10.7 A form for filing grievances will 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 grievance procedure. The appropriate form will be used for filing a grievance at each level of the procedure.
- 3:10.8 Hearings at any level of the grievance procedure may be waived by mutual agreement of the parties.
- 3:10.9 Level One grievance decisions accepted by individual employees which appear in conflict with this Agreement may be grieved by the Association beginning with Level Two.

ARTICLE 4 EMPLOYEE RIGHTS

- 4:1 Employees have the right to join any organization for their professional or economic improvement; but membership in or an obligation to pay any dues, fees, assessments or other charges to any specific organization will not be required as a condition of employment.
- 4:2 The parties will not discriminate against, interfere with, restrain or coerce employees in the right to organize or to join or to participate in lawful Association activities or to refrain from so doing.
- 4:3 Nothing contained herein will be construed to deny or restrict to any employee such rights as may be held under Delaware School Laws or other applicable laws.
- 4:4 Employee Appearance with Administration/Agent of Board
 - 4:4.1 If an employee is required to appear before the Board or an agent thereof concerning a matter which could adversely affect his/her continued employment, salary or any increments, he/she will be given prior written notice and specific reasons for such meeting or interview at least forty-eight (48) hours in advance. Any topic not included in the letter will not be covered at said meeting unless agreed to by the employee; if not agreed, it will be discussed at a later date after proper notice has been given. The employee will also be notified in writing of any additional persons who will be present. An employee required to appear in this instance will be entitled to have an Association representative of his/her choice present to advise and to represent him/her during such meeting or interview. Informal discussion with an employee by any member of the administrative staff pertaining to the employee's performance at his/her work location will not be precluded by the preceding language of this section; however, if as a result of such informal discussion, the employee perceives that the matter discussed could in the future adversely affect his/her continued employment, salary, or increments, the administrator will, upon written request, give the employee reasons in writing for the necessity of waiving the forty-eight (48) hours' written notice prescribed above. This section does not apply to terminations due to declining enrollments and/or to a reduction in education services.
 - 4:4.2 Where an administrator asserts an immediate need to interview an employee regarding the facts of a school related situation, the 48-hour notice for such a meeting required in 4:4.1 shall not apply if the following conditions are observed.
 - (a) The topic of the interview is limited to determining the pertinent facts of the situation.
 - (b) That, if possible, prior to the interview, or where not, immediately thereafter, the administrator notifies the Superintendent or designee of the intent to conduct such an interview. The Superintendent or designee will notify the Association president as soon as possible, but within one (1) working day, of the administrator's intent.
 - (c) The employee is extended the opportunity to bring an Association representative

of his/her choosing if time permits. If that is not possible, the employee may be accompanied by an available bargaining unit member of his/her choosing.

- 4:5 Any administrative leave of an employee by the Board of Education pending the disposition of charges will be with full pay and benefits. Where an employee is suspended for disciplinary reasons and that suspension is not revoked through the grievance procedure, said employee upon exhausting the grievance procedure will have deducted from his/her paycheck an amount of pay equal to the number of days of said suspension.

Where a professional employee is terminated pursuant to Title 14, the employee will be removed from the payroll on the effective date contained in the Board's notification of intent to terminate.

- 4:6 No employee will be disciplined, reprimanded or reduced in pay except for just cause. Any such action will be conducted with due regard for privacy.
- 4:7 Students will not be transferred to or from an employee's classroom without appropriate notice which is normally at least one school days' notice.
- 4:8 When a parent desires a conference with an employee, the employee will schedule the conference at a mutually agreeable time. When the parent indicates a desire to attend such a conference with a community representative or with a legal representative, then the employee will so advise the building administrator who will then be responsible for scheduling and attending such a conference. With respect to such conferences, the employee will have the right to bring an Association representative or a representative of the employee's choice to the meeting.

When a parent brings a community representative or legal representative to a conference without prior notice to the employee, and in the event the building administrator feels a meeting is required at that time, the employee will be given at least a thirty (30) minute delay before the start of the conference if the employee requests an Association representative to be present.

If the Association representative is not present, teacher may refuse to attend the meeting.

- 4:9 A procedure will be established for parents who request to observe a classroom; included in that procedure will be notice to the Administrator and to the observed teacher one (1) school day in advance.

If a teacher believes that a parent's frequent visitation is creating a distraction or impairment to instruction, the teacher will advise the Administrator who will take appropriate action.

ARTICLE 5 EMPLOYEE - ADMINISTRATION LIAISON

- 5:1 District Liaison Committee

5:1.1 The Association President and an individual or individuals of his/her choice will meet with the Superintendent and an individual or individuals of his/her choice on a monthly basis in order to discuss the administration of this Agreement and other concerns which affect employees. A District Liaison is not a forum to discuss building issues not previously discussed at that building's liaison.

- 5:2 Building Liaison Committee

5:2.1 Association representatives will meet normally on a monthly basis with the building principal to review and to discuss school problems and practices, including the building budget. The Association representatives and the Administration will exchange agendas at least twenty-four (24) hours in advance of the normal monthly meeting.

5:2.2 The basic purpose of the Building Liaison is to establish and maintain positive relationships and communication among the faculty and the administration. The Building Liaison will be able to:

- (a) Provide a vehicle by which faculty can feel assured that their Association

interests and perspectives are shared.

- (b) Provide a vehicle for reviewing and discussing school problems and practices.
- (c) Provide a vehicle for bringing issues of concern to teachers before the school administration in an orderly and productive manner.
- (d) Provide a vehicle for quickly stopping the spread of rumors and misinformation.
- (e) Provide an opportunity for both teachers and administrators to maintain a clear understanding of each other's needs.
- (f) Provide a process for developing and maintaining positive and more efficiently run schools where teaching and learning have an improved opportunity to prosper.

ARTICLE 6 NO STRIKE - LOCKOUT PROVISION

6:1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a comprehensive procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement.

6:1.1 The Association agrees that during the period of this Agreement, it will not, nor will any person acting on its behalf, overtly cause, authorize, or support a strike or any other concerted disruption of normal school district activities as a result of disputes over interpretations of this Agreement or any other matter over which the Board has jurisdiction.

6:1.2 The District agrees that during the term of this Agreement, it will not nor will any person acting on its behalf, overtly cause, authorize, or support an offensive lockout of any employee covered by this Agreement as a result of a labor dispute between the District and the employees covered by this Agreement.

ARTICLE 7 CLASSROOM CONTROL AND DISCIPLINE

7:1 Special Assistance

7:1.1 When in the judgment of an employee, a student requires the attention of the principal, assistant principal, counselor, psychologist, or other specialist, the employee will inform the principal or the principal's designee. The principal or the principal's representative who will be a certificated employee will assess the information relayed and confer with the teacher or other appropriate staff as necessary. When the employee advises the principal or representative in writing of the matter, the principal or representative will respond to the employee in writing of the disposition of the matter. If in the judgment of the principal or representative a conference is desirable, the principal or representative will arrange (within five (5) workdays) a meeting among the appropriate parties to discuss the problem and to decide upon appropriate action for its resolution.

7:2 Disruptive Students

7:2.1 As reflected in the prevailing Student Code of Conduct, an employee may remove from class or wherever disruptive behavior occurs, a student whose misbehavior or disruptive behavior makes the continued presence of the student in the classroom intolerable or detrimental to the other students. This student will be directed to an area designated by the building administrator. Unless specifically created for that purpose, or unless previously arranged by the affected teachers, or in case of extreme emergencies, where no other supervised areas is available, no employee's class will be used as a place to send

disruptive students for disciplinary reasons or as a holding area for unsupervised students. This will include libraries and study halls. A student so excluded will be returned to class only after the building administrator or designee confers with the student and takes appropriate action in accordance with the Student Code of Conduct. Normally, when the student is returned to class, the employee will be informed as to what action has been taken. Additionally, when a written referral has been submitted, employees will be informed in writing within five (5) working days as to what action the administrator has taken.

- 7:2.2 When disciplining students, the building administrator or designee will take appropriate action as specified by the Board's Student Code of Conduct.
- 7:2.3 A copy of all written discipline reports along with the resolution, unless prohibited by law, will be placed in the student's file and will be cumulative for the current year. It is not the intent of this section to deny information to a teacher concerning prior disciplinary matters, intervention strategies, etc., regarding students who are chronically disruptive in that teacher's classroom.
- 7:3 Assault
 - 7:3.1 Principals will report all cases of assault suffered by an employee in connection with the employee's employment to the appropriate administrative and police authorities. The District and Association will share information relating to reported cases.
 - 7:3.2 As provided in the Red Clay Consolidated School District Student Code of Conduct, students who offensively touch an employee with intent and means to do harm or in a lewd or lascivious manner will be suspended.
- 7:4.1 When students enter or re-enter the District and the District has information concerning behavior or learning issues that impact the employee's ability to instruct the student or to regulate his/her behavior, the employee(s) shall be so advised unless prohibited by law. Upon being so advised, the employee may then request a meeting which would be scheduled with the appropriate individuals normally within three (3) to five (5) working days.

ARTICLE 8 PERSONAL AND ACADEMIC FREEDOM

- 8:1 The personal life of an employee, other than that which is covered by Delaware Code, Chapter 14, Title 14, will not concern the Board.
- 8:2 The District and Association agree that academic freedom is essential to the fulfillment of the purposes of the District; and they acknowledge the fundamental need to protect employees from censorship or restraint which interferes with the performance of their teaching responsibilities.

ARTICLE 9 PROTECTION OF EMPLOYEES, PUPILS, AND PROPERTY

- 9:1 The Board and the Association agree that effective means for the protection of employees, pupils, and property are essential to the smooth functioning of the District; therefore, employees will not be required to work under conditions determined herein to be unsafe or hazardous or to perform tasks determined in the procedure herein to be detrimental to their health, safety, or wellbeing. An employee who has a complaint about an unclean, unsanitary or hazardous condition shall report the condition to their building administrator who will take prompt and appropriate action to remedy the conditions which may include the notification of state and local public health officials. The building administration will provide in writing a report to the employee [within three (3) working days] of the steps being taken to remedy the condition. If the employee or Association is not satisfied with the remedy, the issue may be taken up directly with the Deputy Superintendent of Administrative Services.
 - 9:1.1 An employee may, within the scope of employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to oneself, others, or damage to property; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil.

- 9:2 Employees will immediately report cases of injury suffered by them in connection with their employment to their principal or other immediate supervisor.
- 9:3 No employee will be required to transport a pupil in a personal automobile.
- 9:4 The District will take reasonable precaution to provide protection for an employee's vehicle while parked on school property but will not assume liability for loss or damage.
- 9:5 Where feasible and where acceptable alternative facilities exist and upon request of the employee, instruction will not continue in a classroom when there are unreasonable temperature conditions.
- 9:6 Employees other than school nurses will not be required to perform nursing duties except in an emergency. In such a case, a qualified medical person will be brought on the scene as soon as possible, and the teacher will be held harmless from liability by the Board unless the employee's acts of omission amount to gross negligence or willful and wanton misconduct.
- 9:7 Every building will have an assigned nurse. In cases of absence when a substitute is not available, the first response would be for a nurse from a school with more than one nurse to be assigned to substitute. If it is necessary that the sole nurse in a school be moved for coverage, leaving the nurse's regularly assigned building without a nurse, an Administrator or designee will advise the nurse by phone and confirm this directive by email. The nurse who is directed to leave a building unattended may state objections to leaving in writing to the Administrator, but shall not delay in complying with the directive.
- 9:7.1 The Human Resources Department will make good faith efforts to increase the substitute nurse list. Twice each school year the lead nurse will meet with the Human Resources Administrator to discuss the status of the nurse coverage issue.

ARTICLE 10 RIGHTS OF THE PARTIES

- 10:1 The Board agrees to make available to the Association upon reasonable written request all information, reports, and budgets which are available to the public and will upon reasonable written request make available to the Association other statistics, information and records necessary for negotiations. Utility and building rosters of the bargaining unit will be available to the Association upon written request. Such rosters will include names, addresses, phone numbers (unless unlisted) and building assignments. The District will provide a monthly alphabetical list of new hires within five (5) working days after the regular Board meeting at which they were confirmed. The list shall include the same information as the building rosters.
- 10:2 The Association will have the right to use school buildings for Association business on the same basis as other school affiliated organizations in accordance with District policy.
- 10:3 The Association may use the school office, inter-office mail, District email system and bulletin board space for posting notices in areas readily available to employees and assigned for the dissemination of information by means of notices, circulars, or other similar materials pertaining to Association business under the following provisions:
- (a) the material must identify clearly the individuals(s) and/or organization responsible for the information contained therein;
 - (b) a copy of the material for general distribution or an opportunity to copy material being distributed must be given to the building principal or designee prior to or at the time of posting or dissemination in that building. If the material is to be distributed or posted system-wide, a copy also must be furnished to the Superintendent or designee prior to or at the time of posting or dissemination; and,
 - (c) the use of the mail system and bulletin boards may not interfere with the normal business of the school.
- 10:4 A copy of current Board Policy and Board minutes (agendas) will be mailed to the President of the

Association as soon as they are made available to the public. The Association may also, if it desires, pick up at the appropriate district office copies of materials cited above, as soon as they are made available. The Association will provide the Board copies of its Constitution and By-Laws, and a current roster of its elected and appointed officials. The Board will provide upon request of the Association, a table of administrative organization with names.

- 10:4.1 A copy of in-service plans will be provided to the Association, as soon as it is available.
- 10:5 The building representative will have the right to speak to employees during regularly scheduled faculty meetings if the representative notifies the building principal at least one (1) day in advance of the scheduled meetings. The requirement for one (1) days' advance notice may be waived by mutual agreement. The exact order of the agenda for the building representative will be at the discretion of the Principal.
- 10:6 The Association will have the right to use on school premises office and A-V equipment as designated by the principal when not otherwise being used. The Association will pay for the cost of materials and supplies. The Association also agrees that it will pay for the repair or replacement of equipment damaged during such use.
- 10:7 Accredited representatives of the Local, State, and the National Association will be permitted to transact official Association business on school property at all reasonable times, provided that this will not interfere with or interrupt the program of the school district. The Association representative will obtain approval of the principal of the building or other person in charge of the building which the representative is visiting by reporting to the office. Such approval will not be unreasonably withheld.
- 10:8 Whenever by mutual agreement of the parties any employees participate during working hours in negotiations, they will suffer no loss in pay, nor will they be required to make up the time lost.
- 10:9 The Association will have input into the preparation of the District calendar and the District budget. Final determination of the calendar and budget will reside with the Board.
- 10:10 Except as limited by this Agreement, the Red Clay Consolidated School District 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 Constitution 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 will have the authority to determine policy and adopt rules and regulations for the general administration and supervision of the schools of the District. Such administration, supervision, and policy will be conducted and formulated in accordance with Delaware law and the policies, rules, and regulations of the State Board of Education. Additionally, nothing contained herein will be considered to deny or to restrict the Board of its rights, responsibilities, and authorities provided by applicable law(s).
- 10:11 The Board, subject to Delaware Code and in accordance with the policies, rules and regulations of the State Board of Education, will in addition to other duties:
- (a) determine the educational policies of the District and prescribe rules and regulations for the conduct and management of the schools;
 - (b) enforce the provisions of Title 14 relating to school attendance;
 - (c) grade and standardize all the schools under its jurisdiction and may establish kindergartens and playgrounds and such other types of schools, as in its judgment will promote the educational interest of the District;
 - (d) adopt courses of study;
 - (e) select, purchase, and distribute free of charge such textbooks, and other materials of instruction, stationery, furniture, equipment, apparatus and supplies as are necessary to the work of the schools;

- (f) provide forms on which regular school employees will make such reports as may be required by the Board;
 - (g) make all reports required by the Secretary of the Department of Education, at such time, upon such items, and in such form as may be prescribed by the State Secretary of the Department of Education; and,
 - (h) appoint personnel.
- 10:12 In a bona fide emergency affecting the health, safety or welfare of the students of the District, the Board or designee may take appropriate actions.
- 10:13 The District will provide a telephone in the classroom or in an area easily accessible to the Association President. Such telephone will not be utilized during normal class time except in an emergency.
- 10:14 The District will provide a total of twenty (20) person days per year of release time with full pay for Association-related activities to employees designated by the Association President. Use of such days must be by prior notice to the Superintendent and the employee's building administrator. In a given year, should the Association exhaust its days and need additional time, it may request same of the Superintendent whose decision shall be final. Such time will be in addition to sick leave and/or personal days.

ARTICLE 11 EMPLOYMENT

- 11:1 Employees will be notified of their employment status for the next fiscal year pursuant to law.
- 11:2 Employees will be notified of any involuntary transfer for the ensuing year no later than the end of the school year. If a change is necessary after the end of the school year, the employee will be notified as soon as the change becomes evident via-email and U.S. mail with a copy to the Association President. The District, upon written request of the employee, will provide reasons for the transfer.
- 11:3 If known, the Building principal will give written notice to employees (with a copy to the Association President) of a reassignment within a building for the following year prior to the end of the voluntary transfer registration process.
- If a change in assignment is necessary after the end of the school year, the employees and Association President will be notified in writing of the change. The reason for the reassignment will be provided upon the written request for such by the employee.
- (a) School Principals will advise staff prior to the end of the Voluntary Transfer period of any known or likely reassignments for the following year.
 - (b) Where an employee is reassigned and when not advised by the Principal in paragraph 1 above, the employee may advise the Principal of a desire to return to his/her prior assignment should a vacancy occur in the year subsequent to the reassignment. The Principal will consider such a request in making staffing decisions for the year subsequent to the reassignment. Where the teacher is reassigned because of a reduction in the number of sections, then the teacher can submit a "right to return" whereby if a vacancy occurs for the school year in which the reassignment was made, the teacher shall have the right to return.
- 11:4 Prior to scheduling assignments being made within the building, employees may indicate their assignment preferences to the building principal or designee. All requests will be given consideration prior to the assignments being made. Any employee whose preference request is denied will be notified as to the reasons for that denial upon request. The principal's decision is not subject to the grievance procedure.
- 11:5 All openings for positions in the evening school, summer school, and other similar programs will be posted in each school building at least ten (10) calendar days prior to the application deadline.
- 11:6 With respect to summer school, employees who are properly certificated applicants will be given

preference over outside applicants in filling of such vacancies. Employees on the recall list will have full application rights for such summer school positions and will be considered after current employees but prior to outside applicants. With respect to evening school, preferences will be given to applicants who are employees of the District, provided that such employee-applicants are equally qualified for the position as non-employee-applicants as determined by the District. Specialists may meet in a group with the Supervisor to provide input for assignments for the following year.

- 11:7 In general, employees of the District will be given first consideration to provide home-bound instruction occurring beyond the normal school day for students assigned to them. The District, however, reserves the right to establish the homebound instruction program in a manner it believes to be most beneficial to students.
- 11:8 Classroom aides will be under the direction of the classroom teacher during the time the aide is assigned to said teacher; however, it is understood by the parties that both the teacher and the classroom aide will be under the direction of the building administrator during the employee work day.
- 11:9 When a regular vacancy occurs during the school year, it will be filled as soon as a qualified replacement is available who meets the qualifications established for the position.
- 11:10 Employee participation in Extra Pay for Extra Responsibility activities which extend beyond the regularly scheduled school day will be voluntary. Qualified employees of the building will be given first opportunity to fill vacant Extra Pay for Extra Responsibility positions. If a position is not filled from within the building, it will then be opened to all employees of the District. After every effort has been made to fill the position on a volunteer basis by District-wide advertising, volunteers will be sought from the community.

Athletic positions will, however, be filled in accordance with the Official Handbook of The Delaware Interscholastic Athletic Association (DIAA). If a community volunteer acceptable to the building administrator is not available, the building administrator may then assign an employee to fill said position. This involuntary assignment will be for no longer than one (1) year and said employee will not be involuntarily assigned in the same year to any other Extra Pay for Extra Responsibility position. Employees will be paid at the rate as listed on the Extra Pay for Extra Responsibility schedule.

- 11:11 Employees who may be required to use their own automobiles in the performance of their duties will be reimbursed for such required travel at the rate provided by Delaware State Code.

ARTICLE 12 EMPLOYEE WORK YEAR

- 12:1 The in-school work year for employees as employed on a ten (10) month basis will be one hundred eighty-eight (188) days or as prescribed by State law, whichever is greater; on an eleven (11) month basis two hundred four (204) days or as prescribed by State Law, whichever is greater; on a twelve (12) month basis two hundred twenty-two (222) days or as prescribed by State Law, whichever is greater.
- 12:2 The above stated maximum number of work days for each category may be extended two (2) additional days for new employees for the purpose of orientation and in-service education. The District may require new employees to work an additional two (2) days (four (4) total) for orientation and in-service. Each of the additional two (2) days referred to above shall be paid at Seventy-Five (\$75) per day.
- 12:3 Positions in special schools requiring work days in excess of the ten (10) month school year [one hundred eighty-eight (188) teacher days] will be filled on a volunteer basis. In the event two or more volunteers or applicants have similar qualifications, the most senior employee will be given the position. Should these positions not be filled within the school, they will be open to all qualified employees within the District. When employees staff a full-time or year round program that is an eleven-month or twelve month program the employee shall be compensated at the employee's daily rate of pay for work beyond the State mandated year. It is understood that this

provision does not apply to employees who work during the time when students are not in session at a rate of pay established by the Board (for example, psychologist, librarian, guidance counselor, summer school or school comparable to summer school, etc.)

12:3.1 In the event there are not sufficient qualified applicants for such positions, qualified special school employees may be assigned to said positions on a rotating basis, with the employee having the least amount of continuous service in the District and the least number of rotational involuntary special school assignments being assigned first with notification of such involuntary assignment to be made by May 1.

12.4 If an individual school or the District decides to use a non-traditional calendar, the Association and District shall meet and discuss the District's staffing plan and shall determine if any changes to the agreement are necessary to implement the non-traditional calendar.

ARTICLE 13 TRANSFERS

13:1 Definitions

13:1.1 Regular Vacancy

A vacancy resulting from a previously occupied position or caused by the generation of increased state units.

13:1.2 Temporary Vacancy

A vacancy resulting from leaves of absence, special assignment, or any position that is vacant between April 1 and the close of the work year.

13:1.3 New Position

A newly created position within the District; or the authorization of additional positions in programs not recognized under state allotment.

13:1.4 Reassignment

Changing an individual's position on the staff of a building to another position in that building or to a combined position in that building and another, constitutes a reassignment. Individuals who are working in more than one building and/or field and whose placement or assignment is changed within those buildings or fields will be considered to have been reassigned. Such reassignments may take place before the identification of a regular vacancy or a new position.

13:1.5 Unassigned Employee

Employees who are hired for a temporary assignment or displaced from their previous placement as a result of declining pupil enrollment, educational program changes, feeder pattern changes, and/or adjustment in staff allocations.

13:1.5.1 Unassignment of Specialist

It is not the intent of the District annually to unassign all psychologists, speech therapists or school level educational diagnosticians. However, the District may unassign such personnel for such reasons including, but not limited to balancing case loads; coordinating schedules among these classifications; or for other organizational needs. Before the end of each school year, these specialists may provide information to the Director of Special Services concerning next year's assignment.

13:1.6 Voluntary Transfer Period

(a) The time frame for Voluntary Transfer requests shall be from the first Monday in March through the first Friday in April. On or about March 15, the District will post all existing vacancies onto its website. The District will update vacancies between March 15 and end of voluntary transfer period.

- (b) During the second and third week of April, interviews and placement will occur for all openings. On or before the last Friday in April said vacancy postings will be emailed to the Professional Employees.
- (c) Ten (10) days prior to the Job Fair, eligible employees may pre-register for the Red Clay Job Fair. Persons so registered will be interviewed for vacancies at the Job Fair before external candidates are interviewed but will not have preference for vacancies filled from the Job Fair.
- (d) Each year, upon request, the District and Association will meet to discuss any proposed changes to the above, including whether spring break schedules require alteration of any dates listed above.

13:1.7 Temporary Assignment

A position that is available between January 1 and April 1 of a school year or a Right of Return position as defined in 13:6 (b).

13:1.8 Use of Special Substitutes

Where the District determines the need to hire additional staff to supplement the bargaining unit, and has utilized all state allocated units in accordance with existing laws, regulations, and policies, it may hire:

- (a) Employees under temporary contract beyond those defined in Article 13:1.2, or
- (b) Special Substitutes, which are defined and limited as follows:
 - (1) They are long term substitutes assigned to specific positions to augment staffing and are not used to deal in any way with employee absences.
 - (2) Except as set forth herein, the total number shall not exceed ten (10). More than eight (8) of those shall be employed in classroom or other direct instructional settings and these eight (8) may not be retained in the status after September 30 if the District has not used all of its Division I teaching units. Those employed in these settings must be certificated or certifiable, unless no acceptable certificated applicant is available.
 - (3) No Special Substitute shall be used to assume the general responsibilities of an employee who has been involuntarily removed from a position.
 - (4) Special Substitutes shall not be used to replace teacher specialists (special area teachers), such as, but not limited to, art, library, music, physical education, and/or specialists evaluated by the Specialist Performance Appraisal System.
 - (5) The per diem rate for Special Substitutes shall be at least the Bachelor's Degree Level (state and local combined) at zero (0) years of experience divided by 188.
 - (6) The per diem rate shall not be reduced due to absences.

The Office of Human Resources shall notify the Association President in writing within three (3) working days of the assignment of any Special Substitutes, and will promptly inform him/her of any changes in the employment status of the individuals hired.

13:2 Advertisement

13:2.1 When a position is advertised, it will be posted at least ten (10) calendar days in each District building and a copy will be sent to the Association President. No regular appointment will be made until after the deadline for filing applications.

13:2.2 The written notice of vacancy will contain:

- (a) type of vacancy;

- (b) position description;
- (c) location;
- (d) starting date;
- (e) certifications;
- (f) qualifications;
- (g) salary, and
- (h) other relevant information.

13:2.3 The written notice set forth for a particular position will not be substantively changed after posting. Any other changes must be made prior to application deadline or must be brought to the attention of the applicant at the time of the interview.

13:2.4 Selection for positions will be determined by the following criteria which are listed according to priority:

- (a) Certification
- (b) Qualifications based upon evaluations, experiences and additional course work. Qualifications shall also include the determination of the Principal and Program Supervisor based upon program needs as well as based upon information developed at the interview which is directly related to the job in question which will include but not be limited to instructional techniques and building initiatives in the instructional curriculum area.
- (c) In selecting the most qualified applicant, if two (2) or more applicants are deemed to be substantially, equally qualified, seniority shall prevail.

13:3 Voluntary Transfers

13:3.1 Employees, other than newly hired employees, may request a voluntary transfer. Newly hired employees may not participate in the voluntary transfer process until their second full year of employment. Any employee hired to fill a temporary vacancy who is rehired into a regular vacancy during the months of July, August, and September, or to a regular vacancy created by the September 30th unit count will not be considered a newly hired employee for the purpose of this section. The District may deny voluntary transfers to non-tenured employees based upon performance concerns in the formal evaluation instrument even if the employee has not been placed on a formal improvement plan.

13:3.2 Employees who desire a transfer to another building or subject field must file a Request for Transfer Form with the Human Resources Office during the Voluntary Transfer Period set forth in 13:1.6. Human Resources will notify employees of an offer by phone and District e-mail. An employee will only be allowed one (1) transfer per year. Employees will have forty-eight (48) hours, not including weekends or holidays, to accept the offer. Failure to accept an offer will cancel the request.

13:3.3 Transfer requests to a different field will not be considered until all unassigned employees in that field have been placed and/or employees who have been involuntarily transferred or declared unassigned have been given the option to return as established in Section 13:6.

13:3.4 Transfer requests to a position created by a temporary assignment (Section 13:1.7) will not be considered unless there is a position that fits the certification of the employee who is unassigned. Transfers under this section will not go beyond August 10.

13:3.5 In choosing between an individual on the recall list in the field in which the regular vacancy exists and an individual requesting a transfer from another field, if two (2)

candidates have substantively equal qualifications, the individual on the recall list will be placed first.

13:3.6 Regular vacancies not filled through the voluntary transfer process will be filled by the next eligible person on the appropriate recall list.

13:3.7 If an employee is denied a transfer, the Human Resources Administrator will meet and discuss the denial upon the written request of the employee. The employee will be entitled to have an Association representative present during such meeting.

13:3.8 The Human Resources Office will post a list of all vacancies in each building for the forthcoming school year no later than May 15. Vacancy notices occurring after May 15 shall be restricted to the following reasons: retirement, medical disability, resignation, termination, death or enrollment projections. At a minimum, the vacancy notice shall contain grade level, subject field, and certification requirement.

13:4 Unassigned Employees

13:4.1 Notice of "unassignment" will be given to the employee upon knowledge of such "unassignment".

13:4.2 The least senior certificated employee in a building/program will be declared unassigned unless the sending or receiving school's program or human and physical resources utilization requires a particular employee's certification and qualifications or where it is necessary to satisfy requirements of law, court order, or affirmative action programs. Seniority is as defined in Article 14.

13:4.3 Unassigned employees will be given a list of all known vacancies in their Field of Certification at the time they are declared unassigned. Such employees will state their preferences as to the positions and return the list to the Human Resources Office on or before the date indicated.

13:5 Involuntary Transfers

13:5.1 Employees will not be involuntarily transferred to other than existing vacancies except as organizational need and legal requirements dictate.

13:5.2 Notices of proposed involuntary transfers will be given to the employee involved upon knowledge of such transfer.

13:5.3 An employee may request a meeting and will be granted a meeting with the Director of Human Resources or his/her designee to discuss the involuntary transfer. However, this will not include involuntary transfers caused by relocation of grades or the opening/closing of a building.

13:5.4 An employee will not be transferred to a position outside his/her area of certification except in unusual circumstances or due to organizational need.

13:5.5 Where involuntary transfers are deemed necessary, the least senior certified employee in a building/program will be involuntarily transferred unless the sending or receiving school's program or human and physical resources utilization requires a particular employee's certification and qualifications or where it is necessary to satisfy requirements of law, court order, or affirmative action programs. Seniority is as defined in Article 14.

13:6 Any employee who is involuntarily transferred, involuntarily reassigned (from one seniority category to another), on special assignment, or declared unassigned will be given the option to return to his/her assignment (seniority classification and building) from which the employee was involuntarily transferred, involuntarily reassigned, or declared unassigned when a vacancy occurs if

(a) he/she so requests in writing within ten (10) calendar days of being declared unassigned, transferred involuntarily, or involuntarily reassigned (from one

seniority category to another);

- (b) the vacancy occurs during the July 1 to August 31 period or a vacancy is generated by the September 30 unit count, or the following school year if a vacancy is available as a result of a temporary assignment; or
- (c) when a district program is eliminated or reduced, the employee(s) reassigned will be given the opportunity to return to that program upon its reinstatement.
- (d) organizational needs permit.

13:7 Administrative Vacancies

13:7.1 The District and Association agree that, except as provided herein, vacancies for the following Administrative positions shall be posted and subject to the screening committee described in 13:7.2: Principal, Assistant Principal, Human Resources Supervisor, Director of School Facilities, Manager of Technology, Supervisor of Title I, Supervisor of Bilingual Education, and Supervisor of Special Services. If the position of principal has been filled with an acting principal, the selection process may be waived if the acting principal has been evaluated in his/her position under DPASII.

It is further agreed that the District shall not be required to post a position which is filled through the reassignment, promotion or demotion of an existing administrator except for Principal and Assistant Principal positions when those positions are filled by other than demotion or lateral reassignment of an existing administrator.

13:7.2 The Superintendent will establish a procedure to provide employee input into the selection of district administrators for the vacancies posted under 13:7.1 above. A screening committee will be appointed and will include not less than two (2) employees appointed by the Association. After screening, this committee shall interview candidates who apply for positions posted pursuant to 13:7.1.

13:7.3 Candidates for administrative/supervisory positions will be notified of the final decision in writing within one (1) week of the ratification of the Superintendent's decision by the Board. If an employee is denied a position, written reasons will be given upon written request. The decision of the Board regarding the filling of these openings will be final.

13:8 School Closing/Opening

13:8.1 Once the Board officially designates a building to be closed/opened, the staffs of the affected buildings) will be placed on one staff list in seniority order. Any staff members exceeding the allocated units will be unassigned beginning with the least senior individual on the combined list. Any staff member in the affected building(s) will be given an opportunity to make a transfer request if permitted under Article 13.

13:8.2 If the student population of a building is to be split between two or more feeder patterns, the staff of the affected building will be asked to select either building (or buildings). If the number requesting a particular building is greater than the units available, the most senior employees will be placed based upon the number of available positions.

13:8.3 If both parties mutually agree that the above procedure should not be used in a given situation, then the parties will design/develop another system for that situation.

13:8.4 In unique situations that impact staff, such as opening/closing of a school, or significant reduction in a school's student populace requiring staff reassignment, the District will meet with the Association to discuss the impact upon affected staff.

13:9 Grade Relocation

13:9.1 Once the: Board officially designates a grade level in one building to be relocated to another building, the parties agree to the concept that "teachers follow students".

- 13:9.2 If the student population in the designated grade level is split between two or more buildings, the grade level teachers will be given the opportunity to select either building(s). If the number of teachers requesting a particular building exceeds the positions available, the most senior will be placed in the building of their choice based on the number of available positions.
- 13:9.3 If the parties mutually agree that the above procedures should not be used in a given situation, then the parties will design/develop a system for that situation.
- 13:10 If the Superintendent believes that it is necessary to restructure all or part of a school to improve performance under No Child Left Behind, thereby necessitating some or more staff to be reassigned he/she shall meet with the Association leadership to discuss and address the protocol for staffing issues before making any recommendations to the Board.

If thereafter the Superintendent intends to recommend such action to the board, he/she shall so advise the Association President. The Association will be given an opportunity to address the issue to the Board if it disagrees with the Superintendent's recommendation.

Should the Board approve the Superintendent's recommendation, displaced staff will be considered unassigned, whereby they may;

1. Apply for voluntary transfer;
2. Apply for admission into the reconstituted program of the restructured school;
3. Await vacancies created from transfers into the affected school. The displaced employees, by seniority, will be given priority for vacancies so created.

ARTICLE 14 LAYOFF AND RECALL

- 14:1 If a reduction in force is necessary beyond normal attrition, the Superintendent will determine the number of positions that will be reduced, as well as the date such reductions are needed.
- 14:2 Once the number of positions to be reduced has been established, the Superintendent will apprise the President of the Association of this information.
- 14:3 Employees who would otherwise be laid off may be reassigned to any opening in the bargaining unit for which they are fully certificated and have taught within the past three years.
- 14:4 To accomplish the necessary reduction in force, employees will be laid off from the field of their current major assignment on the basis of the length of most recent continuous service in the District since last employment, with those having been employed most recently being laid off first.
- 14:4.1 Employees who have accepted or who accept positions in programs of limited duration will be permitted to return to a regular position in their former major teaching field when the limited duration program is reduced or terminated, provided the employees have sufficient seniority. When a decline in enrollment, a decrease in program, or a reduction in funding is anticipated for the following year, any necessary reduction will be made in that field consistent with seniority to permit such reassignment. Any reduction in the staff of such programs subsequent to May 1 will be carried out as provided in 13:5.5.
- 14:5 Seniority will be calculated as the length of most recent continuous service as an employee in the District. For transition purposes seniority dates for employees will be established using the process that determined the seniority established in the 1980-81 Seniority Roster of the former New Castle County School District adjusted for any time spent on layoff and any other reason for adjustment as covered in this Agreement. Such service must be continuous; a resignation is considered a break in service.
- 14:5.1 Administrators who are assigned to bargaining unit positions will be afforded seniority as a teacher commensurate with the time of his/her previous employment as either a teacher and/or administrator by the District, the New Castle County School District and/or one of

the component Districts prior to July 1, 1978. Such service must be continuous, and a resignation is considered a break in service. (Moving from a teacher to an administrative position within the same district is not considered a resignation).

- 14:5.1 The Human Resources Office will annually publish a list of all employees by field and major teaching assignment listed in order of length of continuous District service as determined by the criteria stated in this Agreement. This list will be published and posted on line by February 15 of each year. Employees who wish to appeal their placement based upon the seniority date and/or classification on this list must do so in writing to the Human Resources Office to be delivered in person or postmarked by March 1. A final list will be published by March 31 each year. An employee's failure to question placement on the first published list will preclude the assertion of incorrect placement in challenging any subsequent actions having to do with seniority. Once an appeal has been adjusted, no further appeal for the same reason will be honored. Errors appearing on final list not present on the initial list must be appealed in writing within five (5) working days to the Human Resources Office. If not appealed, said list will become final.
- 14:5.2 In the event two or more employees have the same length of service in a category of teaching assignment, the following criteria will be used in the order enumerated as tiebreakers and utilized in determining the seniority lists:
- (a) total length of service in New Castle County;
 - (b) total length of state service;
 - (c) total teaching service;
 - (d) educational level on salary schedule; and
 - (e) lottery.
- 14:5.3 The final composition of the seniority list will be determined by the Superintendent or designee and will not be subject to the grievance procedure outlined in Article 3 of this document. The Association will be made aware of change of the composition of the seniority list and make suggestions for additions and deletions prior to the initial posting of the list.
- 14:6 Board-approved leaves of absence will not constitute a break in service but will not be counted toward seniority as applied in this article with the following exceptions:
- (a) Sabbatical leaves
 - (b) Military leaves
 - (c) Association leaves as provided in the collective bargaining agreement.
 - (d) Workers' Compensation leaves
- 14:7 Employees on Board approved leaves of absence will be subject to all provisions of this article.
- 14:8 Persons who are eligible for recall must keep the District Human Resources Office informed in writing of any changes in their address, telephone number, and certification.
- 14:9 Employees who resign or have been dismissed for any reason other than reduction in staff are not subject to provisions of this article.
- 14:10 The following items will be placed in the personnel file of the employees who are laid off ("Laid off" refers to terminations due to declining enrollment or elimination or reduction of educational services, or any reason other than "just cause."):
- (a) a letter from the Board stating the reason for the layoff except as limited by this document; and/or

- (b) correspondence to the Board from the employee.
- 14.11 Nothing in this article will apply to an individual on a temporary contract or in any way serve to extend the employment of such individuals, except as provided in Section 14:15.
- 14:12 Employees who are laid off will be automatically placed on the recall list for a period of two (2) years. If an employee chooses to be removed from any recall list, he/she must notify the District Human Resources Office in writing within ten (10) calendar days of layoff notice.
 - 14:12.1 When regular vacancies occur and such vacancies are not filled by a reassignment, transfer or posting, persons who have been laid off under provisions of this article will be offered re-employment on the basis of seniority with the most senior being offered re-employment first in an opening in the field in which they last taught or in a field in which they are fully certified. (Fully certified will mean that the individual will hold a standard or professional certificate in that field). Refusal of a person to accept the position within seventy-two (72) hours of telephone and District e-mail contact or five (5) calendar days of the postmarked date on a certified notice and to report to work on the first workday following a period of seventy-two (72) hours from the time of acceptance, or such time as is determined by the Human Resources Office, will relieve the Board of further obligation to offer re-employment.
 - 14:12.2 No response from the person or failure to report to work at the time established will constitute a refusal.
 - 14:12.3 A person who refuses a regular position in the Red Clay Consolidated School District in the field from which they were laid off will be removed from the entire recall list. A person who refuses a regular full-time position in a classification other than that in which they were laid off will be removed from the recall list in that classification, but will remain on the recall list in all other classifications for which the employee is fully certified. Once the employee has refused a regular position except as stated above, the Board will have no further obligations to the person.
 - 14:12.4 Employees who have been involuntarily transferred or involuntarily reassigned to an assignment that places them in a different seniority classification and are scheduled to be laid off from such classification will, at the employee's option, be permitted to return to their previous seniority classification provided they have sufficient seniority.
- 14:13 A person on the recall list who exercises his/her seniority by accepting a temporary or regular part-time position will not surrender his/her right to a regular full-time position. The employee may be placed in a regular position before completion of the temporary or part-time employment with administrative approval. The employee will be placed at his/her appropriate position on the recall list upon completion of such temporary or part-time employment.
 - 14:13.1 A person on the recall list who rejects a temporary or part-time position does not lose his/her right to a regular position.
- 14:14 Time lost by an employee laid off under the provisions of this Article will not be counted towards additional service. Such a person who is subsequently recalled under the provisions of this Article will not be considered to interrupt continuous service. Adjustment for seniority will be calculated on the same basis as the State determines credit for sick leave.
- 14:15 Laid off employees may continue benefits where the company/carrier permits, at the person's expense.

ARTICLE 15 EMPLOYEE EVALUATION

- 15:1 Evaluation of an Employee shall be in accordance with the Delaware Performance Appraisal System or any successor State mandated system. Evaluation and judging of an employee's performance will be for but not limited to the following purposes:
 - (a) To provide teachers with-feedback and support for continuous self-improvement.

- (b) To motivate members of the staff to participate in formulating and evaluating instructional programs.
 - (c) To provide an atmosphere of cooperation between administrators and teachers throughout the evaluative process.
 - (d) To provide information for decisions on in-service training and staff improvement programs.
 - (e) To provide information for making judgments about personnel promotions, reassignments, tenure, and dismissal.
- 15:2 Sound administrative practice dictates that observation of the work performance of an employee will be conducted openly. Formal observation sessions will be with the full knowledge of the employee. Records of all other observations of the employee's work performance which are to be made part of the employee's file will be made known to the employee. Every evaluation report form will be completed and signed by the evaluator and given to the employee. The evaluation will be discussed upon request.
- 15:3 An employee will be given a copy of any evaluation report as prescribed by DPAS II guidelines. If the employee is dissatisfied with the evaluation conference, the employee may request additional conference time prior to the evaluation being placed in the file. No evaluation report will be submitted to the central office, placed in the employee's file, or otherwise acted upon without a prior conference with the employee. The employee will sign such report. Such signature will indicate only that the report has been read by the employee, and in no way indicates agreement with the contents thereof.
- 15:4 Within fifteen (15) working days of receipt of an evaluation, the employee may respond in writing. The employee will submit a copy of a response to the evaluator, who will attach the employee's response to the evaluation report and forward the employee's evaluation and response to the Human Resources Office for filing.
- 15:5 Employees will have the opportunity to provide advance information about the instructional climate to their appropriate supervisor.
- 15:6 Employees may suggest alternate or additional times for formal observations because of classroom activities.
- 15:7 Evaluation of an employee's voluntary or involuntary participation in an Extra Pay for Extra Responsibility activity will be separate from the employee's classroom performance evaluation. Such evaluation will be used for the sole purpose of retaining or dismissing the employee from this Extra Pay for Extra Responsibility activity.
- 15:8 Non-participation in Extra Pay for Extra Responsibility activities will not be a factor in the evaluation of an employee; however, commendations for participation in Extra Pay for Extra Responsibility activities may be placed in the employee's personnel file.

ARTICLE 16 PERSONNEL RECORDS

- 16:1 Employees' personnel files will be maintained at the Human Resources Office.
- 16:1.1 The Board agrees that it will maintain only one personnel file for each employee.
- 16:2 An employee will have the right to review his/her personnel file, with the exception of confidential materials, at a time mutually agreeable to the employee and the personnel officer or designee. In any event, such review will take place within five (5) working days, provided there is not an inordinate number of requests. Confidential materials will be defined as college placement papers, references, interview records, and similar materials gathered in connection with the employee's application for a position in the District.
- 16:3 An employee may have a representative of the Association present during such review; however, the Personnel File will not be taken from the office by the employee and will be examined in the

- presence of the personnel officer or designee.
- 16:4 Employees may receive copies without charge of up to ten (10) individual pages of non-confidential documents filed in the Personnel File. Once the employee has received ten (10) free copies, the employee will be charged ten (10) cents per copy for each page of additional non-confidential material received except as provided in other provisions of this Agreement.
 - 16:5 Employees will receive at no cost a copy of all evaluative material to be placed in their personnel file after the effective date of this Agreement. Employees will also receive upon written request copies of all other non-confidential material in this file.
 - 16:6 The employee will affix his/her signature to all evaluative material to be placed in the file to indicate that the employee has seen the material. The Association will be informed in writing if any employee refuses to sign material placed in the file. A meeting of the employee, the Association President or designee and the administrator will be held at a mutually agreeable time. At this time, the administrator will once again request that the employee sign the material in question. If the employee refuses to sign, the Association President or designee will sign a statement typed on the material for this purpose. The statement will read:

"I have witnessed _____

Employee's Name

refusal to sign this material." _____

Association President or Designee Date

- 16:7 Any document relating to an employee's performance which an employee has not signed or been given the opportunity to sign will not be placed in the employee's file and will not be utilized in any proceeding against the employee.
- 16:8 The employee will have the right to answer any material filed, and the answer will be attached to the file copy.
- 16:9 An employee may request in writing to the personnel officer that material deemed unfavorable contained in the personnel file be removed. If the request is approved, such documents and all directly-related documents will be removed. The employee will be advised in writing of the disposition of the request.
- 16:10 Anyone who reviews an employee's file, other than employees of the Human Resources Office, will do so in a manner prescribed by administrative regulation. An individual authorized by such regulations to review the file will indicate such action by affixing his/her name and the date of such review.

ARTICLE 17 TIME REQUIREMENTS

- 17:1 The employees' normal in-school work day will be seven and one-half (7 1/2) continuous hours. Elementary School hours shall normally fall between 7:30 a.m. and 4:30 p.m. Middle and High School hours shall normally fall between 7:20 a.m. and 4:30 p.m. Should bus schedules require an alteration in the starting and ending times listed above, the District and Association will meet to establish times necessary to comply with the bus schedules.

The time required will be governed by adding thirty (30) minutes to the student day in the specific work location and may be divided before or after the student day in a manner best suited to building operations. Should the state require an increase in the length of the employee work day, the employees' normal in-school work day will be increased by the same amount of time.

- 17:1.2 Starting and ending times beyond the times provided in 17:1.1 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 affected. The altered times will be subject to approval by both the

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

- 17.2 The employee may leave the building during duty-free lunch and planning and preparation time according to a reasonable procedure established by the building administrator.
- 17:3 Employees will have a daily thirty (30) minute duty-free lunch period in addition to planning and preparation time. Such lunch period will occur during the time scheduled for student lunches.
- 17:4 Employees will not be required to "clock in or out" but may be required to initial a roster upon arrival at their work location. Should an employee find it necessary to be absent, the employee will notify the appropriate administrator or designee in accordance with administrative regulations. An employee may request a specific substitute.
- 17:4.1 In addition to the in-school day set forth above, employees agree to direct their major effort toward activities which promote the educational process and which are necessary to clarify school business or provide professional growth. Recognizing that circumstances may vary from school to school, the Board and Association agree to the following needs:
- (a) Three meetings per month.
 - (b) A fourth meeting may be called in the event of extraordinary circumstances.
 - (c) These meetings will take place before or after the pupil day and will not exceed sixty (60) minutes except in cases of emergency. Meetings held before school will begin no earlier than sixty (60) minutes before the beginning of the student day. After-school meetings will begin no later than twenty (20) minutes after the end of the student day.
 - (d) A calendar for the District and for each building will be established by the opening of each school year which will include the normal events affecting staff. These calendars will be established in cooperation with employee representatives selected by the Association. In the event other activities are scheduled which involve employees, notice will be given as far in advance as practicable.
- 17:4.2 Except in an emergency, an agenda for all meetings will be given to the employees involved at least one (1) day prior to the day of the meeting. Such agenda may be modified and updated at the time of the meeting. Employees will have an opportunity to recommend items for placement on the agenda not less than forty-eight (48) hours prior to the meeting.
- 17:4.3 The Association and the Board agree that as a professional each employee is expected to devote to his/her assignment the time necessary within and beyond the normal in school workday to meet his/her professional responsibility as has been traditional practice in the profession. This shall include a minimum of two (2) weekday evening meetings which shall be used as open house(s) and/or parent conference(s).
- 17:4.4 Any employee who is required to work beyond the normal in-school workday, except as provided in Article 12 and for those employees filling positions listed on the Extra Pay for Extra Responsibility schedule will be compensated at the hourly rate of not less than the amount shown below:
- Beginning September, 2011 - \$27.00. The hourly rate will increase in 2013-2014 to \$28.00.
- The hourly rate applicable for non-educational related tasks such as but not limited to ticket takers; chaperones, parking attendants; ancillary athletics tasks (scoreboard operation, etc.) shall be not less than \$11 per hour.

Nurses who are required by the district to attend a sporting event after school shall be paid the applicable Extra Pay for Extra Responsibility instruction rate.

17:4.5 An employee who is required to continue in his/her position beyond the regular school year as defined in Article 12, will be compensated at his/her regular rate of pay. Additional activities beyond the regular school year will be compensated at the State or District rate established for that program.

17:4.6 For the winter and spring concerts, two (2) Music Teachers in attendance will receive a total of two (2) hours of Instructional EPER; up to three (3) Support Teachers will receive four (4) hours of Non-Instructional EPER/

17:5 Planning and Preparation Time.

17:5.1 Each secondary employee will receive five (5) periods, or no less than 225 minutes per week, of planning and preparation time. Such time will occur within the student day.

17:5.2 Elementary classroom teachers shall receive no less than 225 minutes per week of planning and preparation time within the student day. Such time shall be in periods of at least thirty (30) minutes.

17:5.3 Elementary related arts teachers and all other employees shall receive 225 minutes per week of planning and preparation time. Such time shall be in periods of at least thirty (30) minutes within the workday. Every effort will be made, wherever possible, to schedule planning time for related arts teachers within the student day.

17:5.4 Except in an emergency, no employee will lose his/her planning and preparation time. Employees will not be required to attend a meeting during planning and preparation time unless given 24 hours notification. Group meetings should not be regularly scheduled during planning and preparation time.

17:5.5 In an effort to provide, on a daily basis, the planning time as specified in 17:5.2 and 17:5.3 the following procedure will be implemented:

- (a) The building liaison and the building administration will attempt to resolve planning time issues prior to October 1. If the building administration and the building liaison have failed to reach agreement by October 1, the Superintendent, or designee, and the Association President, or designee, shall, upon request by either the administration or liaison committee, meet with the principal and the Building Liaison Committee to attempt to work out a resolution;
- (b) Resolution of the lack of daily planning time can take into account all options except the hiring of additional staff;
- (c) If a resolution can be reached it shall be implemented.

17:6 Employees will not normally be required to collect money for community drives, student contributions to charities, money for school banks, PTA dues, student pictures, or student insurance. This provision does not apply to collection of envelopes without regard to content. Employees will be responsible for collecting and transmitting money to be used for educational purposes such as field trips and fund-raising activities. Where the employee is responsible for the collection of money, or the handling of financial accounts, the employee shall follow the protocol created by the District/Principal for handling said money.

17:7 Supervision of a student teacher or method student will be voluntary. The employee will receive the stipend paid by the college for performing this service.

17:8 Within the confines of the total school program, the building principal will make a reasonable effort to assign employees on teaching teams to the same planning and preparation time period.

17:9 Where a departmentalized schedule is utilized, the building principal will make every reasonable effort to limit an employee's number of teaching classes and preparations per day.

- 17:10 Whenever possible all notices to delay or cancel school openings will be transmitted no later than 6:00 a.m. for announcement over radio stations, WDEL, WNRK, WILK and WJBR. In the event of delayed openings, employees are expected to arrive at work as early as possible, taking into consideration the reasons for the delay, hazardous conditions, and the distance traveled.
- 17:11 Reasonable effort will be made to limit a classroom teacher's placement to not more than two buildings.
- 17:12 All teachers shall maintain up-to-date lesson plans and the plan shall contain all elements required under the Delaware Performance Appraisal System II or any revisions to DPAS II. While employees are not required to send weekly or daily plans to Administration, Teachers shall present such plan to Administration upon request.
- In the event a teacher is absent, instructional plans for three (3) days in advance must be available for the substitute teacher.
- 17:13 Wherever possible, employees who function outside the regular classroom may, request and will be granted input into their schedule with the building administrator; wherever possible, this schedule will be in operation by the first student day.
- 17:14 Employees may request use of a personal day the day before or after a holiday. Such request will be granted or denied based upon the same criteria applied for other personal day requests, including number of requests and the availability of substitutes.
- 17:15 There will normally be three (3) work days between the close of the marking period and grades being due.
- 17:15.1 Teachers are required to update their on-line grades weekly in accordance with district policy.
- 17:16 All employees will receive three (3) half days during the course of the year for the purpose of fulfilling professional responsibilities as planned by each employee and which shall be performed in the building. Examples of professional activities include grade reporting; curriculum development; classroom planning; meeting district, state or federal mandates; or other professionally-related activities approved by the Principal. Such days shall be set by the District and will occur on in-service days between the first student day and the last student day, with preference to scheduling them in conjunction with the grade reporting window between marking periods.
- Principals may monitor these functions and may require a record of the employees' activities.

ARTICLE 18 FACILITIES AND SUPPLIES

- 18:1 The standards set forth herein are considered to be the standards for employee facilities, and the Board will make every reasonable effort to provide such facilities. When new buildings are designed or existing buildings are renovated, the Board will make every effort to comply with these standards.
- 18.1.1 An easily accessible communication system will be provided so that employees can communicate quickly with the main building office.
- 18.1.2 Where available, parking facilities identified for employee use will be provided.
- 18:1.3 Where feasible, suitable closet space with locks will be provided for each employee in his/her work space to store coats, other personal articles, and instructional material and supplies.
- 18:1.4 Classroom windows will have appropriate window coverings where necessary.
- 18:1.5 Books, papers, pencils, pens, chalk, erasers, and other such material required in daily employee responsibility will be provided upon approval of the building administrator.

- 18:1.6 Subject to administrative approval, the faculty will have the right to install a reasonable number of vending machines in any faculty lounge. The proceeds from all such machines will be used by that school's faculty.
- 18:1.7 An employee work area will be provided in each school to aid in the preparation of instructional materials. Employees will have direct access to photocopying equipment and necessary copier supplies (toner, paper, staples, etc.). Such equipment will be repaired as promptly as feasible by the District.
- 18:1.8 A furnished faculty lounge will be provided in each school.
- 18:1.9 Accessible telephones in relatively private areas will be provided in each building in a ratio of approximately one (1) to eighteen (18) employees. With reasonable notice to the principal's office, an administrative phone with long distance capability will be made available to call parents who are at a location requiring long distance access.
- 18:1.10 A serviceable desk and chair will be provided for the use of each employee.
- 18:1.11 Necessary filing space will be provided upon the request of the employee.
- 18:1.12 Employee restrooms, separate from students, will be provided and maintained in each school.
- 18:1.13 A dining area, separate from students, for the use of all employees will be provided in each school.
- 18:1.14 A computer, chalkboard, white board and/or smart board will be provided and maintained in each classroom.
- 18:1.15 Employees who work in more than one school building will be assigned a work area, if available, in each school appropriate to the nature of their job.
- 18:1.16 The Building Administrator in conjunction with his teaching staff will give consideration to the teaching staff's audio/visual purchase and repair needs in setting budget priorities.
- 18:1.16.1 A printer in a confidential area will be designated by the Principal in each building.
- 18:1.16.2 A zoned printer shall not be located in any employee's classroom without the agreement of the employee.
- 18:1.16.3 An employee whose job assignment requires the handling of a significant amount of confidential material may request an individual printer at his/her work location through the building Principal.
- 18:1.16.4 An individual printer shall be located in the work location of the Association President.

ARTICLE 19 DEDUCTION FROM SALARY

19:1 The Board will provide payroll deductions for, but not limited to:

- Unified Membership Dues
- Agency Fee
- Tax Sheltered Annuities
- United Way
- State Life Insurance
- Savings Bonds
- Credit Union

- Deductions beyond those stipulated above will be pursuant to law or at the discretion of the Board.

19:2 Deduction for Association dues will be made on a bi-weekly basis and will be transmitted in two (2) checks to the Association. All deductions under this article will be promptly sent to the receiving agency.

19:3 If for any reason, except those approved by the Association in writing, an employee's service (employment status) is terminated or altered, the Board will deduct any and all Association dues owed the Association under his/her authorization from the employee's last paycheck and promptly transmit same to the Association.

ARTICLE 20 PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

20:1 The Board and Association recognize the obligations of employees to participate in staff development programs for the improvement of curriculum and performance. Each employee who participates in in-service programs at the District level will be given an opportunity to evaluate such programs.

20:2 Where curriculum improvement projects or in-service workshops occur beyond the normal in-school day (as defined in Article 17), employees involved in the activity will be compensated at a rate equal to or higher than the State rate.

20:3 In the event an employee requests and is granted an assignment which requires additional certification, the cost of the course work for such additional certification will be borne by the employee.

20:3.1 If the Board requires an employee to take any course or to attend any workshop or conference or in the event of involuntary transfer requiring additional certification, the Board will pay the full cost of tuition and necessary expenses as follows:

- (a) travel by private automobile will be reimbursed at the State mileage rate plus tolls, if applicable. Travel by commercial carrier will be coach class or the equivalent thereof except that the Board may approve other than coach class on an ad hoc basis;
- (b) reimbursement for meals and lodging will be at the rate established or approved by the Board;
- (c) where travel, meals, and lodging are approved and the employee elects to commute, such reimbursement will be no greater than the cost of round trip transportation, meals, and lodging; and
- (d) alternative financial arrangements to those set forth herein will be by mutual agreement of the Board and the employee.

20:3.2 The Board agrees to pass on to employees funds received by the District, appropriated and funded by the State of Delaware General Assembly for the purpose of tuition reimbursement in accordance with the rules and regulations established by the General Assembly.

Beginning the 2012-2013 school year, the District will provide up to \$25,000 in Local Funds each year for tuition reimbursements, with a maximum of \$2,500 per year for an employee. The course(s) must be directly related to the teaching profession and subject to the approval of the Superintendent or his designee.

20.4 The District and Association agree to meet and discuss Professional Development and mutually to plan changes in content and delivery for subsequent years, including programs to enhance and expand instruction of special education techniques and programs.

ARTICLE 21 STUDENT RECORDKEEPING SYSTEM

- 21:1 Student recordkeeping systems shall be available as soon as possible after the beginning of the school year for each student assigned to an employee. No duplicate recordkeeping systems will be required to be maintained by the employee.
- 21:2 When an employee is required to certify/remediate students in an area in which the employee is not certified, he/she will be provided with available evaluation instruments designed for that purpose.

ARTICLE 22 MISCELLANEOUS

- 22:1 The Board and the Association agree that all practices, procedures, and policies of the District will clearly exemplify that there will be no discrimination in the hiring, training, assignment, promotion, transfer, evaluation, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, marital status, handicap, or age.
- 22:2 If any provision of this Agreement or application thereof is held contrary to law, then such provision or application will be null and void; however, all other provisions and application will continue in full force and effect. Additionally, the parties agree to meet and renegotiate concerning the provision or application held contrary to law.
- 22:3 If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration will be controlling over the inconsistent language.
- 22:4 If during the life of this Agreement any administrative rule or regulation or Board policy will be inconsistent with the provisions of this Agreement, this Agreement during its life will be controlling over the inconsistent language in such administrative rules and regulations or Board policy.
- 22:5 Nothing in this Agreement which changes existing Board policy, rules, or regulations will operate retroactively unless expressly so stated.
- 22:6 Notices under this Agreement will be given by either party to the other by certified mail with an email copy as follows:
- To the Board at:
- 1502 Spruce Avenue
Wilmington, DE 19805
- To the Association at:
- 4135 Ogletown Stanton Road - Suite101
Newark, DE 19713
- 22:7 The District shall put a copy of the collective bargaining agreement on line for access by employees and will print at District expense one hundred (100) copies to be provided to RCEA.
- 22:8 The parties agree to implement a Drug/Alcohol Testing Program for employees where there is testing based upon a reasonable suspicion or where there is an accident or incident. The Association President and the Superintendent or designee and their advisors shall meet to discuss details of the program. Agreements or alternative recommendations, if requiring Board approval, shall be submitted to the Board for decision by the end of each school year.
- 22:9 The parties recognize the critical issue of lack of qualified substitutes and refer the issue for analysis to District liaisons.
- 22:10 The issue of Teachers on Special Assignment shall be referred to the Association President and Assistant Superintendent for analysis.

ARTICLE 23 COMMITTEES

- 23:1 The Board and the Association agree to the maintenance of vital committees made up of Association and District representatives. Each committee shall have a maximum of five (5) representatives appointed by the Superintendent and five (5) representatives appointed by the Association President. All committees shall have co-chairs, one (1) appointed by the Superintendent and one (1) appointed by the Association President. These committees shall begin their separate meetings not later than October 1 of each school year and present their recommendations or alternate recommendations to the Superintendent by May 1 of each school year. Any recommendation made to the Board will have attached to it all recommendations and alternate recommendations made by the committee to the Superintendent. Additional meetings beyond October 1 each year will be scheduled at times and dates mutually determined by the co-chairs.
- 23:2 Discipline Committee
- 23:2.1 The Discipline Committee will deal with discipline related matters, including but not limited to:
- (a) modifications to the Board's Student Code of Conduct;
 - (b) student attendance;
 - (c) discipline referral forms;
 - (d) discipline records; and
 - (e) the study of an alternative program for chronically disruptive students. The Superintendent may add third parties to the Discipline Committee not to exceed a total of five (5) such individuals.
- 23:3 Grade Reporting & Procedures Committee
- 23:3.1 The Grade Reporting Committee will deal with the following, but not limited to:
- (a) grade reporting systems and procedures;
 - (b) employee grade reporting materials
- 23:4 Special Education Committee
- 23:4.1 The Special Education Committee will make recommendations to the Superintendent pertaining to the special education program including, but not limited to, recommendations for compliance with the law.
- 23:4.2 In order to make such recommendations, the Special Education Committee and the Association will be given access to the following information that is confidential to the collective bargaining process:
- (a) all available information relevant to the application for special education funds;
 - (b) all available information as to the amount of funds received for special education; and
 - (c) all available information the District receives with regard to implementation of the program.
- 23:5 Technology Committee - the Committee may make recommendations regarding technological needs to assist the educational mission.
- 23:5.1 The charge of the Technology Committee will be to review and oversee the District

Technology Plan including the annual review of the Computer Use Policy.

ARTICLE 24 SPECIAL EDUCATION

- 24:1 Employees assigned to work with students defined as handicapped by the Individuals with Disabilities Act (IDEA) or other applicable laws will be provided the professional development necessary to comply with this law as determined by the Superintendent or designee.
- 24:2 The District will supply the necessary resources as determined by the Superintendent or designee to meet the requirements of law.
- 24:3 Employees assigned to work with students defined as handicapped by IDEA, or other applicable laws, will be provided with resource and support personnel required to meet the legal requirements of IDEA, or other applicable laws, as determined by the Superintendent or designee.
- 24:4 In the development of recommendations for compliance with the law, the Superintendent or designee will work cooperatively with the Association as well as other agencies, administrators, parents, students, and teachers.
- 24:5 No special education teacher will be required to accept the assignment of volunteer aides. Consent will not be unreasonably withheld.
- 24:6 If within a School there is an issue among special education teachers regarding caseload equity, the Principal (or designee) and Educational Diagnostician will meet with the teachers and RCEA representative and attempt to resolve the concern. If the issue remains, the representative, the School Educational Diagnostician and the School Principal (or designee) will meet with the District Educational Diagnostician, the Director of Special Services and Assistant Superintendent supervising Special Services to attempt to resolve the issue.

ARTICLE 25 CLASS SIZE

- 25:1 The Board and the Association agree that the student/teacher ratio is an important part of an effective educational program.
- 25:2 The following criteria, among others, will be used to determine efficient class size:
- (a) the capacity of the teaching facilities and the number of adequate teaching stations and student stations in a room;
 - (b) the appropriateness of the room to the content of the course or purposes to be served and the methods to be employed;
 - (c) the general conditions which affect the health, safety, and effective supervision of the students;
 - (d) the availability of sufficient books, supplies, and equipment; and
 - (e) the ability level of the students.
- 25:3 When class size or range of student abilities becomes excessive in the opinion of the teacher involved, the teacher is encouraged to call this to the attention of the building principal in writing. The building principal and the appropriate manager will meet with the teacher within five (5) days to give reasons for the situation and to explore methods to resolve the situation.
- 25:4 In the event the situation is not or cannot be resolved at the level of the principal's supervisor, the Association may within five (5) days appeal the matter to the Superintendent.
- 25:5 If within ten (10) days of that appeal the situation is not or cannot be resolved at the level of Superintendent or designee, the Association may make a written appeal to the Board of Education seeking resolution of this situation. The Board after considering the situation will advise the Association in writing of its decision.

ARTICLE 26 SALARIES AND EMPLOYEE BENEFITS

- 26:1 The salaries of all full-time employees covered by this Agreement will be the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus supplements as set forth in Appendices A, B, and C which are attached. The salaries of all part-time employees covered by this Agreement will be duly prorated as prescribed by law and in accordance with the provisions cited above.
- 26:2 The Extra Pay for Extra Responsibility salaries are set forth as Appendix D which is attached.
- 26:3 Employees may elect to have their paychecks deposited to their accounts by the District in any New Castle County bank which agrees to accept such deposits in accordance with procedures established by the District; this process, however, is subject to State approval.
- 26:4 The Board will make payroll checks available to employees; on the day designated by the State or within twenty-four (24) hours of receipt by the District, whichever is later.
- 26:4.1 An Extra Pay for Extra Responsibility position is an assignment that takes place beyond the normal in-school workday and is listed in Appendix D of this Agreement.
- 26:4.2 Credit on the Extra Pay for Extra Responsibility Schedule will be granted for prior experience in the specific category.
- 26:4.3 Payment for seasonal positions covered by the Extra Pay for Extra Responsibility Schedule will be made within thirty (30) days of the completion of the activity.
- 26:4.4 Payment for annual positions covered by the Extra Pay for: Extra Responsibility Schedule will be made in three installments - November, February, and June on the first payroll cycle of each month provided the payroll information is turned in on a timely basis. Employees receiving Extra Pay for Extra Responsibility may elect to receive payment by separate checks if such procedure is approved by the State Treasurer.
- 26:4.5 Any coach who is responsible for two (2) teams that practice together (such as boys and girls basketball) but compete separately will receive 150% of his/her EPER amount for this responsibility.
- 26:4.6 Coaches shall be required to attend a District training session annually before their season begins in order to review District policies and requirements for the coach's conduct; player safety; etc.
- 26:5 All State salary increases, including bonuses and cost-of-living supplements, will be passed on to all employees as prescribed by law.
- 26:6 Beginning September 1, 2008, full-time employees will be eligible to receive Blue Cross/Blue Shield/HMO or other qualified medical coverage provided by the State through participation in the State of Delaware Group Plan, up to the limits provided by the following schedule:

Type of Coverage	
Employee only	\$ 57.48
Employee & Children	\$84.30
Employee & Spouse	\$ 88.14
Family	\$132.84

In the event that the total cost of coverage exceeds the amount provided to an employee through the State Plan and through the local supplement provided above, such employee will have the option of paying the difference, either by using the Fringe Benefit Stipend or by payroll deduction. In no case will the District's local contribution exceed the maximum limits stated above.

- 26:7 In addition to Blue Cross/Blue Shield/HMO, full-time employees will be provided with a Fringe Benefit Stipend. This stipend may be used to pay for employee participation in any of the

following fringe benefit plans: Life Insurance, Disability Insurance, Dental Insurance, Prescription Insurance, Blood Bank, Blue Cross/Blue Shield/HMO. In the event that the total cost of benefits selected by an employee exceeds the Fringe Benefit Stipend provided, the employee will pay the additional cost through payroll deduction.

- 26:7.1 Beginning September 1, 2007, in addition to Blue Cross/Blue Shield/HMO, full-time employees will be provided with a Fringe Benefit Stipend of up to \$140 per month (annually\$1,680). This stipend may be used to pay for employee participation in such fringe benefits as are available to the District in that fiscal year. The District will obtain bid proposals relating to fringe benefit coverages. The Association will have meaningful input into the bid process. The District will keep the Association informed as to the results of such proposals. In no case, however, will the District's local contribution exceed the maximum limits stated above.
- 26:7.2 Employees who work half-time (1/2) or more, but less than full-time, based on the normal work week for this bargaining unit, will receive one-half (1/2) of the Fringe Benefits set forth in 26:7, 26:8, 26:8.1.
- 26:8 Employees will receive a \$500 longevity increment beginning the 26th year of credited experience. Effective September 1, 2003, employees will receive a \$250 longevity increment beginning the 21' year of credited experience. Employees will receive an additional \$500 longevity increment beginning in the 26th year of credited experience. Such longevity increment will become a permanent part of the employee's salary and be paid each year thereafter.
- 26.9 A payment of \$1,000 shall be made to an employee who gives written notification of his/her retirement for the following school year if the notification is received by the Human Resources Administrator on or before March 1. The payment will be made in the employee's final paycheck.
- 26.10 **Wilmington Wage Tax**
- Employees who work in the City of Wilmington, but are not residents, who as a result are required to pay the city wage tax, shall receive a supplement as described below:
- | | |
|---------------------------------------|----------|
| Annual salary of \$10,999 or less: | \$100.00 |
| Annual salary of \$11,000 to \$19,999 | \$200.00 |
| Annual salary of \$20,000 to \$29,999 | \$300.00 |
| Annual salary of \$30,000 or more: | \$400.00 |
- 26.11 The District will provide the local portions of Health Insurance contribution and the local stipend for an employee on workman's compensation. The benefits will be paid based on the maximum duration of the short-term disability benefit allowed under the State of Delaware's Disability Insurance Program. For those employees who remained in the State of Delaware's Disability Pension plan, the benefits will be paid through the maximum duration of the disability pension preparation period.

ARTICLE 27 DURATION OF AGREEMENT

- 27:1 This Agreement will be in effect as of September 1, 2011 and will continue in effect until August 31, 2014, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2.
- 27:2 The rights and privileges of the Association and its representatives as set forth in this Agreement will be granted only to the Association so long as it remains the exclusive representative of the employees.
- 27:3 The Association will indemnify and hold the employer harmless against any and all claims, demands, attorneys' fees and costs incurred by the District, suits and other forms of liability that will 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 Agreement.

27:4 In witness whereof, the parties hereto have caused this Agreement to be signed by their respective designees, on the day and year first above written.

27:5 This Agreement will not be extended orally and it is expressly understood that it will expire on the date indicated unless it is extended in writing by mutual agreement.

ARTICLE 28 AGENCY FEE

28:1 All employees hired on or after September 1, 2001 and in the bargaining unit for more than 30 days who are not, who do not become, or who do not remain members shall, during such period of non-membership, pay to the Association a service fee determined by the Association.

28:2 The District agrees to deduct a service fee from applicable employees according to State and federal laws. The bi-weekly deduction shall be transmitted to the designee of the Association consistent with current practice and State; payroll procedures.

ARTICLE 29 TECHNOLOGY

29:1 The Board and Association recognize the importance of technology in the instructional process to foster student achievement and as a resource. The primary intended use of technology is the furtherance of the District's mission and goals. Employees will remain current in use of e-mail; utilization of District intranet and creation of a word document. Employees are expected to utilize the Internet, and other technology (smart board, etc.) to enhance teaching and professional development.

29:2 The Board and Association shall maintain an ongoing Technology Committee (see 23:6).

29:3 The Board and Association acknowledge that any communications over the network have no expectation of privacy due to the nature of network operations. Materials, files, information and data carried on the network may, in the course of normal maintenance and service, be revealed. Confidential student information may only be accessed by authorized personnel.

29:4 The Board and Association recognize the importance of security on District computers, servers and network drives. It is understood that passwords assigned to all staff members will remain confidential. It is also understood that files stored on the aforementioned devices will only be accessible to the individual who created them and administrative personnel.

RED CLAY EDUCATION ASSOCIATION, AFFILIATE OF DSEA-NEA, INC.

By Philip S. Kaplan
President RCEA

Attest: Beth Woodall, V.P.
Negotiations Chairperson

RED CLAY CONSOLIDATED SCHOOL DISTRICT BOARD OF EDUCATION

By Leann F. Davis
Board President

Attest: Maura Blough
Executive Secretary

APPENDIX A

FISCAL YEAR 12
RED CLAY SCHOOL DISTRICT
LOCAL TEACHER SALARY SCHEDULE

22-Aug-11

LOCAL BASED ON 188 DAY TEACHER SCHEDULE AND A 1.5% INCREASE

STEP	ND	B	B15	B30	M	M15	M30	M45	D
1	8,126	10,936	11,058	11,375	11,783	12,462	14,087	14,899	15,985
2	9,209	11,514	11,783	12,323	12,597	13,546	15,168	15,985	17,067
3	10,294	12,462	12,736	13,274	13,546	14,629	16,252	17,067	18,150
4	11,106	13,407	13,678	14,226	14,492	15,712	17,335	18,150	19,232
5	12,188	14,358	14,629	15,168	15,439	16,794	18,419	19,232	20,313
6	13,274	15,304	15,579	16,120	16,389	17,879	19,502	20,313	21,399
7	14,358	16,252	16,523	17,067	17,335	18,959	20,586	21,399	22,485
8	15,439	17,202	17,473	18,015	18,287	20,047	21,667	22,485	23,567
9	16,252	18,150	18,419	18,959	19,232	21,129	22,752	23,567	24,648
10	17,067	19,099	19,374	19,910	20,181	22,210	23,835	24,648	25,733
11	17,879	20,047	20,313	20,861	21,129	23,293	24,921	25,733	26,814
12	18,959	21,129	21,399	21,941	22,752	24,921	26,546	27,362	28,443
13	20,047	22,210	22,485	23,026	24,379	26,546	28,172	28,986	30,069
14	21,129	23,293	23,567	24,107	26,002	28,172	29,798	30,612	31,696
15	22,210	24,379	24,648	25,192	27,631	29,798	31,421	32,236	33,316
16	22,752	25,871	26,143	26,967	30,195	32,308	33,426	33,998	34,943
17	22,752	25,871	26,143	26,967	30,195	32,308	33,426	33,998	34,943

APPENDIX B

FISCAL YEAR 13

RED CLAY SCHOOL DISTRICT

LOCAL TEACHER SALARY SCHEDULE

LOCAL BASED ON 188 DAY TEACHER SCHEDULE AND A 2% INCREASE

STEP	ND	B	B15	B30	M	M15	M30	M45	D
1	8,289	11,155	11,279	11,603	12,018	12,711	14,368	15,197	16,304
2	9,393	11,745	12,018	12,570	12,849	13,817	15,471	16,304	17,409
3	10,500	12,711	12,991	13,539	13,817	14,921	16,577	17,409	18,513
4	11,328	13,675	13,952	14,510	14,782	16,027	17,682	18,513	19,617
5	12,432	14,645	14,921	15,471	15,747	17,129	18,788	19,617	20,720
6	13,539	15,610	15,891	16,442	16,717	18,236	19,892	20,720	21,827
7	14,645	16,577	16,853	17,409	17,682	19,338	20,997	21,827	22,935
8	15,747	17,546	17,823	18,375	18,653	20,448	22,100	22,935	24,038
9	16,577	18,513	18,788	19,338	19,617	21,552	23,207	24,038	25,141
10	17,409	19,481	19,762	20,309	20,585	22,654	24,311	25,141	26,248
11	18,236	20,448	20,720	21,278	21,552	23,759	25,420	26,248	27,350
12	19,338	21,552	21,827	22,379	23,207	25,420	27,077	27,909	29,012
13	20,448	22,654	22,935	23,486	24,867	27,077	28,735	29,566	30,670
14	21,552	23,759	24,038	24,589	26,523	28,735	30,394	31,224	32,330
15	22,654	24,867	25,141	25,696	28,184	30,394	32,049	32,881	33,982
16	23,207	26,388	26,666	27,506	30,799	32,954	34,094	34,678	35,642
17	23,207	26,388	26,666	27,506	30,799	32,954	34,094	34,678	35,642

APPENDIX C

FISCAL YEAR 14

RED CLAY SCHOOL DISTRICT

LOCAL TEACHER SALARY SCHEDULE

LOCAL BASED ON 188 DAY TEACHER SCHEDULE AND A 2% INCREASE

STEP	ND	B	B15	B30	M	M15	M30	M45	D
1	8,455	11,378	11,505	11,835	12,259	12,966	14,656	15,501	16,631
2	9,581	11,980	12,259	12,821	13,106	14,093	15,780	16,631	17,757
3	10,710	12,966	13,250	13,810	14,093	15,220	16,908	17,757	18,883
4	11,554	13,949	14,231	14,800	15,078	16,347	18,036	18,883	20,009
5	12,681	14,938	15,220	15,780	16,062	17,472	19,164	20,009	21,134
6	13,810	15,922	16,208	16,771	17,051	18,601	20,290	21,134	22,263
7	14,938	16,908	17,190	17,757	18,036	19,724	21,417	22,263	23,394
8	16,062	17,897	18,179	18,743	19,026	20,857	22,542	23,394	24,519
9	16,908	18,883	19,164	19,724	20,009	21,983	23,671	24,519	25,643
10	17,757	19,871	20,157	20,715	20,997	23,108	24,798	25,643	26,773
11	18,601	20,857	21,134	21,704	21,983	24,234	25,928	26,773	27,897
12	19,724	21,983	22,263	22,827	23,671	25,928	27,618	28,467	29,592
13	20,857	23,108	23,394	23,956	25,364	27,618	29,310	30,157	31,283
14	21,983	24,234	24,519	25,081	27,053	29,310	31,001	31,849	32,976
15	23,108	25,364	25,643	26,210	28,747	31,001	32,690	33,539	34,662
16	23,671	26,916	27,199	28,057	31,415	33,613	34,776	35,372	36,355
17	23,671	26,916	27,199	28,057	31,415	33,613	34,776	35,372	36,355

Appendix D
Red Clay Consolidated School District
Extra Pay for Extra Responsibility Schedule
Effective September 1, 2011

	Years Experience				
HIGH SCHOOL POSITIONS	0	1	2	3	4
COACHES (23)					
Football	5,035	5,276	5,521	5,561	6,002
Basketball (B & G)	4,495	4,713	4,928	5,143	5,360
Wrestling	4,495	4,713	4,928	5,143	5,360
Baseball	3,528	3,687	3,849	4,011	4,174
Hockey	3,528	3,687	3,849	4,011	4,174
Lacrosse	3,528	3,687	3,849	4,011	4,174
Soccer	3,528	3,687	3,849	4,011	4,174
Softball	3,528	3,687	3,849	4,011	4,174
Swimming (B&G)	3,528	3,687	3,849	4,011	4,174
Track (B & G)	3,528	3,687	3,849	4,011	4,174
Volleyball (B & G)	3,528	3,687	3,849	4,011	4,174
Cross Country (B&G)	1,917	1,998	2,079	2,159	2,236
Golf	1,917	1,998	2,079	2,159	2,236
Tennis (B&G)	1,917	1,998	2,079	2,159	2,236
Winter Track (B&G)	1,917	1,998	2,079	2,159	2,236
Cheerleading (F&W)	1,917	1,998	2,079	2,159	2,236
ASSISTANT COACHES (10)					
Football	3,724	3,909	4,086	4,268	4,449
Basketball	3,324	3,483	3,645	3,807	3,970
Wrestling	3,324	3,483	3,645	3,807	3,970
Baseball	2,516	2,635	2,758	2,878	3,003
Hockey	2,516	2,635	2,758	2,878	3,003
Soccer	2,516	2,635	2,758	2,878	3,003
Softball	2,516	2,635	2,758	2,878	3,003

Track	2,516	2,635	2,758	2,878	3,003
Volleyball	2,516	2,635	2,758	2,878	3,003
Lacrosse	2,516	2,635	2,758	2,878	3,003
9TH GRADE COACHES (7)					
Football	2,607	2,736	2,860	2,988	3,114
Basketball	2,327	2,439	2,552	2,664	2,778
Wrestling	2,327	2,439	2,552	2,664	2,778
Baseball	1,762	1,844	1,931	2,015	2,102
Hockey	1,762	1,844	1,931	2,015	2,102
Soccer	1,762	1,844	1,931	2,015	2,102
Softball	1,762	1,844	1,931	2,015	2,102
Swimming	1,762	1,844	1,931	2,015	2,102
Track	1,762	1,844	1,931	2,015	2,102
Volleyball	1,762	1,844	1,931	2,015	2,102
Cross Country	907	948	987	1,031	1,067
Golf	907	948	987	1,031	1,067
Tennis	907	948	987	1,031	1,067
Winter Track	907	948	987	1,031	1,067
HIGH SCHOOL POSITIONS	0	1	2	3	4
DIRECTORS (7)					
Athletic	5,569	5,844	6,108	6,378	6,646
Marching Band	4,495	4,713	4,928	5,143	5,360
Dramatics	2,352	2,457	2,567	2,674	2,775
Band Concert	2,250	2,355	2,465	2,572	2,680
Choir	2,250	2,355	2,465	2,572	2,680
Stage Craft	1,385	1,455	1,527	1,603	1,684
ADVISORS (16)					
Newspapers	2,775	2,905	3,050	3,202	3,362
Yearbook	2,775	2,905	3,050	3,202	3,362
Honor Society	2,775	2,905	3,050	3,202	3,362
D.E.CA/Future Farmers	1,443	1,513	1,576	1,645	1,713
12th Grade	1,341	1,411	1,474	1,543	1,611
11th Grade	1,159	1,206	1,259	1,311	1,367

Student Council	1,082	1,129	1,182	1,234	1,290
10th Grade	881	922	962	1,006	1,041
9th Grade	881	922	962	1,006	1,041
Club (8)	842	867	918	969	1,046
MANAGERS (2)					
Swimming Pool	2,766	2,905	3,050	3,202	3,362
School Store	1,123	1,180	1,233	1,285	1,341
COORDINATORS					
Band Front	1,418	1,487	1,550	1,620	1,687
DEPT. CHAIR (BASE) (10)	536	561	587	612	638
Each up to 10	196				
MIDDLE SCHOOL POSITIONS					
DIRECTORS (6)					
Athletic	2,958	3,009	3,060	3,111	3,162
Intramural Program	1,938	1,989	2,040	2,091	3,162
Marching Band	1,611	1,692	1,773	1,853	1,930
Choral	1,174	1,231	1,284	1,336	1,392
Concert Band	1,174	1,231	1,284	1,336	1,392
Dramatics	1,174	1,231	1,284	1,336	1,392
MIDDLE SCHOOL POSITIONS	0	1	2	3	4
ADVISORS (10)					
Club (6)	842	867	918	969	1,046
Newspaper	842	867	918	969	1,046
Student Council	842	867	918	969	1,046
Yearbook	842	867	918	969	1,046
Honor Society	842	867	918	969	1,046
COACHES (8)					
Basketball (B & G)	1,200	1,250	1,300	1,350	1,400
Field Hockey	1,200	1,250	1,300	1,350	1,400
Soccer	1,200	1,250	1,300	1,350	1,400
Track	1,200	1,250	1,300	1,350	1,400
Volleyball (B&G)	1,200	1,250	1,300	1,350	1,400
Wrestling	1,200	1,250	1,300	1,350	1,400

Assistant Coaches (8)					
Basketball (B & G)	1,000	1,025	1,075	1,125	1,200
Field Hockey	1,000	1,025	1,075	1,125	1,200
Soccer	1,000	1,025	1,075	1,125	1,200
Track	1,000	1,025	1,075	1,125	1,200
Volleyball (B&G)	1,000	1,025	1,075	1,125	1,200
Wrestling	1,000	1,025	1,075	1,125	1,200
TEAM LEADERS (BASE) (10)					
Each Add. Staff Member	536 144	561	587	612	638
ELEMENTARY SCHOOL POSITION					
ADVISORS (1)					
Club	842	867	918	969	1,046
TEAM LEADERS (BASE) (6)					
Each Add. Staff Member	144				
DISTRICTWIDE POSITIONS					
	0	1	2	3	4
DIRECTORS					
String Program	2,162	2,271	2,384	2,503	2,629
Athletic - Middle School	3,480	3,620	3,760	3,900	4,040
COACHES					
Diving	3,528	3,687	3,849	4,011	4,174
TEAM LEADERS (BASE)					
Each Add. Staff Member	144				
Lead Nurse	1,000	1,050	1,100	1,150	1,200
HOURLY RATES					
Instructional	27				
Non-Instructional & Extra					
Curricular	13.5				

RED CLAY CONSOLIDATED SCHOOL DISTRICT

LEAVES OF ABSENCE

LEAVES OF ABSENCE

Leaves of absence, including sick leave and absences for other reasons, will be according to Delaware State Law or other applicable laws.

Sick Leave

Employees will be entitled to sick leave as provided by Delaware State Law. Employees, upon their request, will be entitled to personal days as provided by State Statutes. Such requests must be submitted at least ten (10) days in advance of the date being requested except in cases of emergency in which case the employee shall provide the reason(s) for being unable to provide the ten (10) day notice.

Allowable sick leave for subsequent employment is to be available at the start of the school year in accordance with Delaware State Law. Adjustments for employees who terminate services prior to the end of the school year will be made in their final pay check. Adjustments will be pro-rated based on sick leave being earned at the rate of one (1) day per month of service to the District.

Each employee will be given a written accounting of his/her accumulated sick leave credit as soon as possible but no later than October 30 of each year.

In addition to State provided personal leave, the District will provide that when an employee is required to attend a legal proceeding as a party or is subpoenaed as a witness, such absence will not be charged against sick leave if:

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

Jury Duty - Any employee who is called for jury duty and presents evidence to the Human Resources Office that the employee requested exemption from such duty, and the proper party in writing refused such exemption, will receive the daily rate of pay as an employee.

The following leaves of absence provisions not provided by Delaware State Code, are included as part of the Agreement:

Extended Leaves of Absence

A leave of absence without pay and without credit for experience toward tenure, salary computation, or pension eligibility or computation will be granted up to one (1) year for (1) the illness or disability of an employee, or (2) the purpose of caring for a critically ill member of the employee's immediate family. Extensions of the above leaves may be granted at the discretion of the Board.

- a) A maternity leave will be granted according to the terms set forth in Federal and State regulations.
- b) Any employee on maternity leave will be permitted to substitute in the District.

Appendix E – (cont'd)

- c) Any employee adopting a child of up to four (4) years of age may receive an adoption leave of up to one (1) year which will commence upon receiving de facto custody of said child or earlier if necessary to fulfill the requirements for the adoption.
- d) Employees may be granted an unpaid leave of absence of up to one (1) year for the purpose of child care or child rearing.
- e) Sabbatical leave will be granted as specified by Delaware Code. In addition, the District will pay a local supplement to the employee on a sabbatical leave of five thousand (\$5,000) dollars for a full school term leave or twenty-five hundred (\$2,500) for a one-half school term leave. The District will continue the local fringe benefit stipend and the Blue Cross/Blue Shield/TV40 local supplement at the District expense. The employee on sabbatical leave will agree in writing and in advance to return to the District for a period of one (1) year or to repay the Board the amount of local supplement monies granted toward sabbatical leave.
- f) Leaves of absence for other reasons may be considered on an individual basis. Such leaves, when granted, will be on the basis of an agreement between the Board and the individual employee provided such agreement is not inconsistent with the terms of this Agreement.
- g) Upon application, an unpaid leave of absence will be granted to any employee for the purpose of serving in an Association elective office or staff position at the local, county, state, or national level not to exceed six (6) years. No more than three (3) employees will be granted such a leave during the same school year.

At the end of an extended leave, the employee will be accepted into full-time employment by the Board and assigned to the same or a similar position to the one from which leave was granted or at least to a position in the District for which they are certificated. In no case may assignment be made so as to invalidate a person's certification status or to bring about a reduction in salary.

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

The employee on extended leave, paid or unpaid, will notify the District Human Resources Office by certified mail, return receipt requested, two (2) months prior to the expiration of the leave or the intended return date if earlier of his/her intention to return.

For a leave from which the employee would return to employment at the beginning of a school year, notification must be received by April 1. Failure to notify the Human Resources Office prior to these deadlines of intention to return from leave will serve to convert the leave to a resignation.

Delaware Code, TITLE 29

CHAPTER 52A. DISABILITY INSURANCE PROGRAM

§ 5253. Specifications of the coverage.

(a) Participating employees shall be eligible to utilize earned sick leave for absences due to accident, illness, or injury for periods before disability benefits commence under this chapter, such that the participating employee receives 100% of creditable compensation for such periods, not to exceed the employee's sick leave balance.

(b)(1) Short-term disability benefit. -- An employee who is determined by the Committee, in its sole discretion, to be mentally or physically unable to perform the essential functions of the employee's position as defined in rules and regulations adopted by the Committee, with reasonable accommodation as required by federal law, shall be entitled to receive short-term or long-term benefits pursuant to this chapter. An

employee who receives short-term or long-term disability benefits pursuant to this chapter may be required, in the sole discretion of the Committee, to participate in rehabilitation or retraining services, or a combination thereof, under a program established by the Committee. Short-term disability benefits for participating employees shall commence upon the expiration of a 30-calendar-day elimination period. Such elimination period shall begin on the first day following the onset of physical or mental incapacity as determined by the Committee, in its sole discretion. If an employee returns to work for 1 day or less during the 30-calendar-day elimination period but cannot continue to work thereafter, the period worked shall not be considered to have interrupted the 30-calendar-day elimination period. The elimination period must commence and conclude within normal working periods for employees who work less than 12 months per calendar year.

(2) Except as provided in paragraph (4) of this subsection, short-term disability benefits pursuant to this chapter shall be payable at the rate of 75% of the participating employee's creditable compensation prior to the onset of the disability during the period that an employee is disabled, as determined by the Committee.

(3) Creditable compensation during periods an employee receives short-term disability benefits shall include general salary increases awarded or reductions in salary instituted during the period of short-term disability coverage.

(4) An employee may utilize annual, sick, compensatory, or donated leave to supplement short-term disability benefits to equal 100% of pre-disability creditable compensation for the maximum period of 182-calendar-days.

(5) If a participating employee returns to the employee's position on a full-time basis, as defined by the Committee, for 15 consecutive calendar days or longer, any succeeding period of disability for which the employee shall become eligible shall constitute a new period of short-term disability with a corresponding 30-calendar-day elimination period.

(6) Employees enrolled in and receiving short-term disability (STD) compensation shall receive a maximum of 100% of base pay. If the employee is otherwise eligible for holiday pay or a paid leave other than identified in paragraph (b)(4) of this section, the employee will be granted 100% pay on the day in question without a residual. All leave supplements will be calculated on a pay period basis.

(7) Once an employee exhausts their elimination period, the employee will be deemed to have applied for benefits under this section and shall not be eligible to utilize paid leave in lieu of application for short-term disability.

(8) When an employee is on approved STD per subsection (b) of this section and does not supplement the 75% STD payment with 25% leave for a period of greater than 30 calendar-days, the employee will accrue leave on a pro-rata basis.

(c)(1) Long-term disability benefit. -- Long-term disability benefits for participating employees shall commence upon the expiration of a 182-calendar-day waiting period. The waiting period shall commence on the first day following the onset of the disability as determined by the Committee, in its sole discretion. If an employee returns to work for 14 or fewer consecutive calendar days during such 182-calendar-day waiting period and cannot thereafter continue to work, the periods worked shall not be deemed to have interrupted the 182-calendar-day waiting period.

(2) Long-term disability benefits for an eligible employee shall be paid in an amount equal to 60% of the participating employee's creditable compensation prior to the onset of the disability. In no event shall the employee be entitled to utilize earned sick leave to supplement long-term disability benefits.

(3) Long-term disability benefits shall not include general salary increases during the period of long-term disability. Long-term disability benefits may be increased annually by an amount approved by the Committee.

(4) Any employee who applies for long-term benefits pursuant to this chapter must apply to the Social Security Administration for disability benefits. Long-term disability benefits provided under this chapter shall be reduced by any disability benefits received from the Social Security Administration.

(5) Upon the exhaustion of the maximum short-term disability benefit period, any employee, except those entitled to hazardous duty pay as defined in § 5933(c) of this title, shall no longer be an employee of the State or any of its political subdivisions provided the employee has exhausted their Family Medical Leave Act of 1993 (FMLA) [26 U.S.C. § 2601 et seq.] entitlement and/or is not FMLA eligible. Employees entitled to hazardous duty pay as defined in § 5933(c) of this title who exhaust the maximum short-term disability benefit period shall no longer be an employee of the State or any of its political subdivisions at the end of their entitlement to hazardous duty pay provided the employee has exhausted their FMLA entitlement and/or is not FMLA eligible.

(6) Prior to the commencement of long-term disability benefits, the employee shall be eligible to make a written election to escrow for a period of 6 months any unused annual and sick leave based on the rules in place by the employing organization. Any employee who does not make a written election to escrow unused annual and sick leave will receive a payoff of unused annual and sick leave under § 5253(c)(5) of this title. Any employee approved for long-term disability benefits and who made a written election to escrow unused annual and sick leave who returns to state employment in a full-time benefit eligible position within the 6-month escrow period and works on a full-time basis for at least 30 calendar days will retain their annual and sick leave balances. Any employee making a written election to escrow unused annual and sick leave who does not return to state employment in a full-time benefit eligible position for at least 30 calendar days within the 6-month escrow period will receive a payoff of unused annual and sick leave at the end of the 6-month escrow period based on the rules in place by the employing organization.

§ 5257. Return to work.

(a) Once an employee has been determined to have the ability to return to employment by the Committee, the employee will receive the following assistance:

(1) Merit employees may be placed in any vacant merit position, for which they qualify, by the Office of Management and Budget.

(2) Nonmerit state employees, and employees from nonstate employers will be placed by that employer into a vacant position within their respective agency for which the employee qualifies.

(b) Once an individual has been determined to have the ability to return to employment by the committee, the individual will receive the following assistance:

(1) Former merit employees enrolled in and previously deemed eligible for the Long-Term Disability Program may, when available and appropriate, be placed by the Office of Management and Budget in any merit position, for which they qualify without a certification list, as long as the paygrade does not exceed their paygrade at the time of their acceptance into and eligibility for the Short-Term Disability Program. Exceptions to the paygrade limitation may be made for vacancies for which a documented shortage of qualified applicants exists.

(2) Former nonmerit employees enrolled in and previously deemed eligible for the Long-Term Disability Program will be placed by their previous employer into a vacant position within their respective agency for which they qualify.

CHAPTER 55. State Employees Disability Pension Plan (Applicable only to employees that were grandfathered into the State Employees' Disability Pension plan as of December 31, 2005.)

§ 5524. Eligibility for disability pension.

(a) An employee who becomes disabled shall become eligible to receive a disability pension beginning

with the fourth month following the inception of his or her disability. Such individual shall cease to be eligible at the end of the month in which he or she recovers from disability and is again offered employment as an employee, if such recovery and offer of employment occurs before his or her attainment of age 60.

(b) Such an employee shall be kept on the active payroll and receive credited service from the inception of the employee's disability to the end of the third month following and shall receive payments at the same rate of compensation the employee received before the employee became disabled.

(c) An employee shall be deemed disabled for the purposes of this section if the employee has a physical or mental disability which prevents the employee from performing the duties of the employee's position.

Delaware Code, Title 14

§ 1318. Sick leave and absences for other reasons; accumulation of annual leave.

Statute text

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.

Adjustments for employees who terminate services prior to the end of the school year will be made in their final pay check. Adjustments will be pro-rated based on sick leave being earned at the rate of one (1) day per month of service to the District.

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 require either a doctor's certificate or a written statement signed by the employee setting forth the reason for the absence. In the case of an absence of more than 5 consecutive days, a doctor's certificate is required as a condition of approval.

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, nephew, brother-in-law or sister-in-law. This absence shall be in addition to other leaves granted the employee.

d) 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.

Appendix E – (cont'd)

- e) 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. In addition, the district requires that such requests must be submitted at least ten (10) days in advance of the date being requested except in cases of emergency in which case the employee shall provide the reason(s) for being unable to provide the ten (10) day notice.

§1318A. Donated leave program.

- (a) "Donated leave program" means a program:

- (1) In which 1 or more employees of a public school district may transfer accrued, unused sick leave days to 1 or more other employees of the same public school district;
- (2) Is established by the public school district as a local Board of Education policy and/or pursuant to the terms of a collective bargaining agreement negotiated under the terms of Chapter 40 of Title 14; and
- (3) Is consistent with the provisions set forth in subsection (b) of this section. No donated leave program shall prohibit participation by employees based on inclusion in or exclusion from a certified bargaining unit.

- (b) Any donated leave shall be required to comply with the following requirements:

- (1) Employees wishing to donate accrued sick leave must donate in increments of whole days. For every 2 days donated, 1 day will be made available to a recipient.
- (2) Donated days shall be made available only for recipients within the school district for a catastrophic illness of a recipient or of a member of a recipient's family. For this section, "catastrophic illness" shall mean any illness or injury to an employee or to a member of an employee's family which is diagnosed by a physician and certified by the physician as rendering the employee or a member of the employee's family unable to work, or, in the case of a family member who does not work, the medical equivalent of "unable to work", to work for a period greater than 5 calendar weeks. Separate periods of disability lasting 7 consecutive work days or more each, and totaling more than 5 calendar weeks, resulting from the same or a related medical condition and occurring within any 12-month consecutive period, shall be considered the same period of disability. For this section, "family member" or "member of an employee's family" means an employee's spouse, son, daughter or parent who resides with the employee and who requires the personal attendance of the employee during the family member's catastrophic illness. Donated leave may be used by the recipient for subsequent absence because of personal medical treatments or personal illness directly related to the employee's "catastrophic illness" as certified by the physician. This provision is limited to an absence that occurs because of an employee's "catastrophic illness" not a family member's "catastrophic illness."
- (3) The local school district shall convert the donated leave available for use by a recipient into cash value at the donor's rate of pay, shall re-convert the cash value to hours of leave at the recipient's rate of pay, and shall then credit the recipient's account.
- (4) The recipient of the donated leave shall have been an employee with the local school district for at least 6 months before that employee is eligible for donated leave time.
- (5) The recipient shall have used all of that recipient's own sick days and personal days and half of that recipient's annual leave, where applicable. However, when donated leave is for the catastrophic illness of a family member, the employee must have used all of that employee's sick days, personal days and annual leave.

Appendix E – (cont'd)

(6) The recipient shall have established medical justification for such receipt, which must be renewed every 30 days during any absence.

(7) No potential donor nor any other person shall sell any accrued leave which might otherwise be donated under this section.

(8) The liability of the State under this program shall be limited to paying the state share of salary, benefits and other employment costs paid to employees for sick leave properly utilized pursuant to a donated leave program established pursuant to and in compliance with this section and § 4002 of Title 14, if applicable.

(9) Any recipient of this program is subject to a 1-work-year cap with the number of days equal to 188 days for a 10-month employee; 207 days for 11-month employees; and 222 days for a 12-month employee.

(10) If a long-term disability program is available to employees, a period of disability defined herein shall be limited to the waiting or elimination period defined in the policy.

(c) The Department of Education is authorized to operate a donated leave program. Such donated leave program shall conform, to the extent practicable, to the provisions of § 5956 of Title 29.

[71 Del. Laws, c. 136, § 2](#); [70 Del. Laws, c. 186, § 1](#); [71 Del. Laws, c. 354, § 390](#); [72 Del. Laws, c. 294, § 44](#); [72 Del. Laws, c. 395, § 353](#); [72 Del. Laws, c. 440, §§ 1-5](#); [73 Del. Laws, c. 74, § 347](#); [73 Del. Laws, c. 312, § 259](#); [73 Del. Laws, c. 321, § 15](#); [74 Del. Laws, c. 68, § 269](#); [74 Del. Laws, c. 307, § 308\(b\)](#); [74 Del. Laws, c. 402, §§ 1-3](#); [75 Del. Laws, c. 89, § 342](#);

§ 1318B. Leave for bone marrow or organ donation.

(a) Definitions. -- As used in this section:

(1) "Bone marrow" means the soft material that fills the human bone cavities;

(2) "Bone marrow donor" means a person from whose body bone marrow is taken to be transferred to the body of another person;

(3) "Organ" means a human organ that is capable of being transferred from the body of a person to the body of another person;

(4) "Organ donor" means a person from whose body an organ is taken to be transferred to the body of another person.

(b) In any calendar year, a teacher or school employee is entitled to the following leave in order to serve as a bone marrow donor or organ donor:

(1) No more than 7 days of leave to serve as a bone marrow donor;

(2) No more than 30 days of leave to serve as an organ donor.

(c) A teacher or school employee may use the leave provided by this section without loss or reduction of pay, leave to which the teacher or employee is otherwise entitled, credit for time or service, or performance or efficiency rating.

(d) This section applies to teachers and school employees who are included in a collective bargaining unit, unless a collective bargaining agreement contains provisions dealing with leave for bone marrow donation and organ donation.

[73 Del. Laws, c. 104, § 2.](#)

§ 1319. Records of absences; proof.

Statute text

Each employing board shall keep an accurate record of the absences from duty and reasons therefore of all employees for whatsoever reason, and may require a statement from the employee when absent because of illness to the effect that he or she was unable to perform his or her duties during the period of absence. The board may request a physician's certificate if in its judgment this is necessary.

(14 Del. C. 1953, § 1319; 50 Del. Laws, c. 436, § 1; 50 Del. Laws, c. 602, § 1.)

§ 1325. Sabbatical leave.

Sabbatical leave may be granted to any properly certified professional employee under the following conditions and provisions:

(1) After 7 years of service as a fully certified professional employee defined as a teacher, nurse, supervisor, director, principal, superintendent, coordinator, psychologist and any other professional position in public education in this State, provided that at least 5 consecutive years of such service shall have been in the employ of the school board from which leave of absence is sought, unless such board in its discretion shall allow a shorter period of time;

(2) For purposes of professional improvement or for the recovery of health after prolonged illness;

(3) The period of leave shall not be shorter than one-half school term or longer than 1 full school term;

(4) While on leave the employee shall not be allowed to engage in full-time gainful employment, except by written agreement with the leave-granting board. However, this provision shall not preclude the employee from receiving grants such as scholarships, gifts, fellowships, part-time employment, or other grants of aid as frequently provided by colleges, universities, governmental agencies, corporations, trusts or other individuals to students or other persons engaged in study or travel for purposes of professional improvement;

(5) The professional employee shall agree in writing to return to service to the leave-granting board for a period of at least 1 full school year following the completion of the employee's leave;

(6) Request for sabbatical leave shall be presented in writing to said leave-granting board at a regular meeting of such board before April 1 for leave to begin at the opening of the next term, and before November 1 for leave to begin at the opening of the second semester of the term;

(7) At the end of any such period of leave of absence the employee shall present evidence of that employee's own professional improvement in such terms as shall have been agreed upon between said employee and said leave-granting board at the time when such leave was granted. Such evidence may consist of college transcripts, degrees earned or written reports by the recipient of the leave of absence;

(8) Said leave-granting board shall accept the employee into full-time employment upon that employee's return from leave and assign the employee to the position from which that employee left or to a similar position. In no case may assignment be made so as to invalidate the employee's certification status or to bring about a demotion in position or salary;

(9) For purposes of salary increments and pension eligibility and computation, a year of leave shall be considered a year of experience in covered employment under the provisions of local or state salary and pension programs, except that not more than 2 years of leave shall be applied toward salary increments and pension credits to any person. Failure of an employee to return to service of said leave-granting board shall be cause for forfeiture of salary increments and pension credits for the period of the leave.

(10) School boards may set a limit on the number of employees who may be granted leave each year, provided that, in any district having fewer than 20 professional employees, 1 eligible applicant may be granted leave each year;

(11) The leave-granting district shall provide to the employee granted leave, under paragraphs (1)-(10) of this section, compensation equal to 1/2 the salary to which the employee would have been entitled under full-time employment; provided, however, that in no case shall the compensation paid exceed \$10,000 for a full school year leave or \$5,000 for a 1/2 school year. The State shall continue to pay the state share of other employment costs as specified in § 6340 of Title 29 for the employee on sabbatical leave.

(12) Sabbatical leave authorized under this section, at state expense, shall be limited to 1 full year leave or 2 half-year leaves per local school district during a fiscal year. Nothing in this section, however, shall prevent a school district from granting additional sabbatical leaves if the district pays the salary and other employment costs for the employee who is on leave.

§ 1327. Leave of absence for person in military service.

- a) If a regularly appointed and employed principal, teacher or other employee of a school district is called to the service of or voluntarily enters the armed forces of the United States of America or the National Guard of this State when in continuous active service, the school board shall grant to such principal, teacher or other employee a leave of absence which shall cover the period of military service, not to exceed 3 years, or until the term of service to which he or she has been called is terminated, and upon the completion of the leave of absence reinstate such principal, teacher or other employee in the position which he or she held at the time that the leave of absence was granted. The contract with such principal, teacher or other employee shall continue in force under the same conditions as if the principal, teacher or other employee had been in the continuous service of the board during the period of the leave of absence; provided, such regularly appointed and employed principal, teacher or other employee has received a certificate of satisfactory completion of military service.
- b) Any principal, teacher or other school employee taking a leave of absence authorized by subsection (a) of this section who, as a member of the Delaware National Guard or a United States military reserve organization, has been ordered to active duty to augment active forces for any operational mission, shall continue to receive the principal's, teacher's or other school employee's state compensation during the initial period of active duty prescribed by the military, to be reduced by any military compensation received. While on such leave of absence, for a period not to exceed 2 years, the employee and the employee's dependents shall continue to receive benefits provided under any applicable group health insurance plan offered by the school district, provided that the employee continues to pay any employee-share premium for such plan. The Office of Management and Budget shall develop any rules and regulations necessary to implement the provisions of this subsection. These rules shall make it the responsibility of the employee to initiate the claim and supply the required military pay information. The State shall be responsible for collecting information relating to State compensation. Claims shall be filed within 90 days of release from active duty or passage of this legislation, whichever is later.
- c) For the purpose of subsection (b) of this section state compensation shall be limited to the state share of the base salary as calculated from the appropriate salary schedule, administrative supplements and all other stipends. Military compensation shall include base salary, basic allowance for quarters (BAQ), basic allowance for subsistence (BAS), hazardous duty pay and all other supplemental compensation multiplied by the ratio of state compensation total compensation.

- a) The person who may be appointed to replace the principal, teacher or other employee shall be appointed only for the period covered by the leave of absence. 14 Del. C. 1953, § 1327; 56 Del. Laws, c. 292, § 18; 68 Del. Laws, c. 21, § 1; 70 Del. Laws, c.186, § 1; 73 Del. Laws, c. 429, § 1; 74 Del. Laws, c. 190, § 1; 74 Del. Laws, c. 421, § 1; 75 Del.Laws, c. 88, § 20 (2); 75 Del. Laws, c. 234, § 1.;

§ 1333. Paid leave for birth of a child or adoption of a child.

Statute text

For childcare purposes, a full-time or part-time employee of a reorganized school district shall be entitled to utilize accumulated sick leave upon the birth of a child of the employee or the employee's spouse, or upon the adoption by the employee of a pre-kindergarten age child for maternity leave.

History (72 Del. Laws, c. 174, § 1.) Annotations

§ 5110. Election of employee to public office; leave.

Statute text

In the event any employee of this State, including any employee of the public schools, is elected to any public office provided for by the Constitution of the State or the Delaware Code, such employee shall be granted such leave of absence without pay as is reasonable and necessary to perform the duties in such office. Upon the completion of such leave, the employee shall be reinstated in the position which the employee held at the time such leave of absence was granted.

§ 5113. Leave for Olympic competition.

Statute text

(a) The State shall grant to any employee leave from employment to participate as a member of the United States Team in any competition sanctioned by the United States Olympic Committee. Any leave so granted shall not exceed the time required for actual participation in the competition, plus a reasonable time for travel and return from the site of the competition and a reasonable time for pre-competition training with the team at the site, or 90 working days, whichever is less. The State shall compensate the employee at the employee's regular rate of pay during any leave granted for participation in such Olympic competition. Pay for each day of leave shall not exceed the amount the employee would receive for a standard workday and the employee shall not be paid for any day spent on such leave for which the employee would not ordinarily receive pay as part of the employee's regular employment.

(b) For purposes of subsection (a) of this section the term "employee" includes all those individuals who are employed by the State and receive a paycheck from the State for such work as they normally do for the State. (c) For the purposes of subsection (a) of this section the term "United States Team" includes any group leader, coach, official, trainer or athlete who is a member of the official delegation of the United States in competition sanctioned by the United States Olympic Committee. (d) The State Personnel Commission shall implement this section by the adoption of appropriate rules and regulations.