

**APPOQUINIMINK SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

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

September 8, 2020 - August 31, 2023

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PREAMBLE

This Agreement is entered into this 8th day of September, 2020, by and between the Appoquinimink School District Board of Education (the "Board") and the Appoquinimink Education Association, Affiliate of DSEA/NEA, (the "Association").

WITNESSETH:

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

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

ARTICLE 1

RECOGNITION

1.1 The Board recognizes the Association as the exclusive negotiating representative of the certificated non-administrative employees, not including substitutes, 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 "Board" as used in this Agreement shall mean the Appoquinimink Board of Education.

1.2.2 "Employee" as used in this Agreement shall mean any certificated non-administrative employee not including substitutes, supervisory, or staff personnel; and reference to employees shall be deemed to include both the male and female and both singular and plural.

1.2.3 "Elementary employee" as used in this Agreement shall include those employees working in grades up to and including grade 6 or up to grade 5 if grade 6 is grouped with grade 7.

1.2.4 "Secondary employee" as used in this Agreement shall include those employees working in grades 7 through 12 or up grades 6 through 12 if grade 6 is grouped with grade 7.

1.2.5 "Association" as used in this Agreement shall mean the Appoquinimink Education Association, Affiliate of DSEA/NEA.

1.2.6 "District" as used in this Agreement shall mean the Appoquinimink School District.

1.2.7 "Work days" as used in this Agreement shall mean those days on which employees are scheduled to report for work according to the official District calendar.

1.2.8 "Substitutes" as used in this Agreement shall mean employees not covered by individual, temporary, or regular contracts of employment.

1.2.9 "Emergency" as used in this Agreement shall mean a sudden, unexpected happening; an unforeseen occurrence or condition; a complication of circumstances as a result of events not regularly scheduled or planned.

- 1.2.10 All references to Superintendent, Director, Supervisor, principal, immediate supervisor, or administrator shall include the designee, if any.

ARTICLE 2

NEGOTIATION OF AGREEMENTS

- 2.1 This Agreement incorporates the entire understanding of the parties upon all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 2.2 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.
- 2.3 Negotiations over a successor Agreement shall begin at least 90 days prior to the expiration date of this contract.
- 2.4 Changes in the state appraisal system, accountability and licensure, Individuals with Disabilities Education Act [IDEA], and other federal and state laws that impact articles of this agreement shall be addressed collaboratively by the parties who shall, if necessary, develop replacement language.

ARTICLE 3

GRIEVANCE RESOLUTION PROCEDURE

- 3.1 Definitions
- 3.1.1 A "grievance" shall be defined as a written claim by an employee or the Association that the terms of this Agreement have been violated, misinterpreted, or misapplied resulting in the abridgment of rights granted to the employee or the Association by this Agreement.
- 3.1.2 "Days" as used in this procedure shall refer to days the district office is open.
- 3.1.3 "Grievant" as used in this Agreement is the employee, employees, or Association that files a grievance as provided for under this Agreement.
- 3.1.4 A "class action grievance" is a grievance filed by the Association which asserts an effect on a group or class of employees.
- 3.1.5 "Immediate Supervisor" shall refer to building principal except in those situations where the person responsible for the employee's work performance is a different person in the supervisory chain of command.
- 3.1.6 "Time Limits" - A grievance to be considered to have been asserted in a timely fashion must have been brought to the attention of the immediate supervisor or the Director of Human Resources (in the case of the Association's grievance) within 10 days from the time when the employee or Association knew or should have reasonably known of the occurrence of the situation which is the subject of the grievance.

3.1.7 To be considered beyond the discussion level with the immediate supervisor, a grievance must be reduced to writing on a form provided by the District.

3.2 Representation

3.2.1 Grievants may at their option choose to represent themselves during all stages of this process or select a third person to represent them. In no case shall these employees be represented by an employee organization other than the Association.

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

3.2.3 If the employee elects to be represented, the employee must still be present at any level of the grievance procedure where the employee's grievance is to be discussed, except that the employee need not be present where it is mutually agreed that the facts are not in dispute; and when the sole question is the interpretation of this Agreement.

3.3 Association and Class Action Grievances

3.3.1 If the Association files a grievance, it shall first be presented to the Director of Human Resources within the time limits designated in 3.1.6. The Director of Human Resources shall inform the Association as to the person and level at which the grievance shall first be heard. Unless the Director of Human Resources responds to the Association within 2 days after receipt of the grievance, the matter will be scheduled at Level Three.

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

3.4 Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall constitute authority for the employee or the Association to proceed to the next level. Failure by the employee or the Association to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

3.5 Level One

An employee who considers that there may be a violation, misinterpretation, or misapplication of the terms of this agreement shall attempt to resolve the issue by informally discussing the matter with the employee's immediate supervisor within the time limits of 3.1.6. There is no need to put the grievance in writing nor is there a requirement for a written answer.

3.6 Level Two

3.6.1 In the event a solution cannot be reached at the Level One stage, the employee may submit a written grievance form to his immediate supervisor within five (5) days after the informal meeting. Forms for submitting grievances shall be available through the District Office of Human Resources, Association Office, and each school office. The written grievance must be filed with the employee's immediate supervisor or the person responsible for making the decision which led to the grievance.

3.6.2 The immediate supervisor may meet with the grievant within five [5] days of the receipt of the written form, in which case the written decision will be communicated to the

grievant within three [3] days of this meeting. If the immediate supervisor and the grievant deem another meeting unnecessary, the supervisor shall communicate the decision in writing to the grievant within three [3] days following the receipt of the written form.

3.7 Level Three

- 3.7.1 If the response at Level Two is not acceptable, the grievant may, not later than 5 days after receipt of the written decision at Level Two, appeal the matter to the Superintendent. The appeal shall set forth the reasons for the grievant's continued dissatisfaction.
- 3.7.2 The Superintendent shall hear the grievance within 6 days after receiving the grievance.
- 3.7.3 The decision of the Superintendent shall be rendered within 5 days after conclusion of the meeting(s) on the matter. The decision shall be sent to the grievant.

3.8 Level Four

The decision of the Superintendent shall finally determine the matter unless the Association, within 10 days after receipt of the Superintendent's decision, notifies the Superintendent of its intent to proceed to grievance mediation. A joint request, which shall state in reasonable detail the nature of the dispute, shall be made to the Federal Mediation and Conciliation Service (FMCS) for a mediator. The rules and procedures of the FMCS shall then bind the parties for the appointment and conduct of the session. The mediator shall hold a hearing promptly and shall work with both parties to resolve the dispute. The cost of the FMCS mediation services, if any, shall be borne equally by both parties. The Association shall represent the grievant at the mediation level.

3.9 Level Five

If the dispute is not resolved through the grievance mediation process, the Association may, within ten (10) days after final disposition of the mediation session, advise the Superintendent of its desire to proceed to arbitration. The Association shall submit a demand for arbitration to the Public Employment Relations Board. The request shall state in reasonable detail the nature of the dispute and the remedy requested. The parties shall then be bound by the regulations of the Public Employment Relations Board in the selection of an arbitrator.

3.10 Arbitrability

- 3.10.1 If the parties disagree as to whether a matter is subject to arbitration, either party may request a conference with the other party to discuss the issue of arbitrability and to seek to resolve their differences.
- 3.10.2 If the disagreement over arbitrability persists, the arbitrator shall rule upon the question of arbitrability prior to hearing the merits of the grievance. If the arbitrator determines that the dispute is arbitrable, the same arbitrator shall schedule a second hearing to hear the merits of the dispute.
- 3.10.3 A claim by an employee or the Association shall be deemed to have been resolved by the decision of the Superintendent at Level Three if the grievance pertains to:
 - (a) dismissal or non-renewal of employees covered by Chapter 14 or Title 14;
 - (b) Delaware law;
 - (c) rules and regulations of the Delaware Department of Education or State Board of Education;

- (d) the content of or conclusions reached in employee observations and evaluations;
- (e) federal law;
- (f) rules and regulations of the United State Department of Education;
- (g) policies of the local school board; and
- (h) matters beyond the scope of the public school employer's authority;

Items (b) through (h) above, although not arbitrable, may be appealed through the grievance procedure to the Board within 15 days of the final disposition of the mediation session. The Board shall at its option hold a hearing concerning the matter or determine the matter on the basis of the written record. The Board shall render its decision within 30 days of the date of the filing of the appeal to the Board.

3.11 Procedure

The Public Employment Relations Board (PERB) shall administer arbitrations pursuant to regulations adopted by the PERB. The decision of the arbitrator shall be binding, pursuant to 14 Delaware Code, § 4013.

3.12 Arbitrator's Authority

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

3.13 Cost of Arbitration

The costs for the services of the arbitrator in determining whether a dispute is arbitrable, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne by the losing party. The costs for the services of the arbitrator, incurred in deciding the merits of a dispute, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association. If an arbitration hearing is canceled, the party canceling the arbitration shall pay any cancellation fee. When an arbitration hearing is canceled because the case is settled, the cancellation fee shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the expenses.

3.14 Miscellaneous

- 3.14.1 Where grievance proceedings are mutually scheduled by the parties during school time, persons who must be present shall suffer no loss of pay. In the event of a disagreement whether a person is proper to be present at the grievance, such disagreement shall be submitted to Level Two of the grievance procedure. The Superintendent's decision on such a grievance shall be final.
- 3.14.2 The Association agrees that when a grievance requires either multiple witnesses or grievants, the Association shall arrange for the scheduling of such people in such a manner as to avoid cumulative testimony and to minimize disruption and expense to the Board.
- 3.14.3 All documents, communications, and records dealing with a grievance shall be filed in a separate grievance file. However, all documents, communications, and records normally

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

- 3.14.4 A copy of each such decision shall be sent to the Association President(s) at the time the decision is sent to the grievant.
- 3.14.5 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the employer until such grievance and any effect thereof shall have been fully determined.
- 3.14.6 Forms for filing grievances shall be prepared jointly by the employer and the Association. The Board shall reproduce the forms and distribute them to the Association so as to facilitate operation of the grievance procedure.
- 3.14.7 Hearings at any level of this procedure may be waived by mutual agreement of the parties. Time limits may be extended by mutual agreement.
- 3.14.8 No reprisals of any kind shall be taken by any party to this Agreement against an employee for his/her participation in or use of the grievance procedure.

ARTICLE 4

PROTECTION OF EMPLOYEES AND THEIR PROPERTY

- 4.1 The Board and the Association agree that effective means for the protection of employees and property are essential to the smooth functioning of the District. All buildings shall be maintained to provide an environment that is conducive to learning.
- 4.2 Employees shall not be required to work under unsafe or hazardous conditions. Employees shall report all unsafe or hazardous conditions to the administrator in charge.
- 4.3 If an employee's report of an unsafe or hazardous working condition is made in writing, the administrator shall provide a written response as soon as practicable, but in any event within 2 work days, as to whether the administrator agrees with the employee's description of the work condition and what steps can and will be taken, if any, to remedy the condition. If the condition is not resolved, a grievance may be initiated at Level Three.
- 4.4 The District is committed to maintaining the buildings and providing a safe work environment that is conducive to learning. Where feasible and acceptable alternative on-site facilities exist and upon request of an employee, instruction shall not continue in a classroom when there are unreasonably high temperature conditions or when the temperature within the room is below 65 degrees, and remains below 65 degrees for one and one-half continuous hours after the student day begins, and the problem causing the low temperature has not been corrected. The District shall make every effort to maintain reasonable temperatures within climate-controlled buildings. Absent mechanical problems, building temperature levels maintained during the school day shall continue at those approximate levels until the end of the teacher's scheduled work day.
- 4.5 Employees shall immediately report cases of injuries suffered by them in connection with their employment by filling out an accident report form and submitting it to their principal or other immediate supervisor.
- 4.6 An employee who suffers a work-related, disabling injury and qualifies for workmen's compensation benefits shall continue to receive all Board paid employee benefits for the fiscal year in which the injury occurred, plus 1 additional fiscal year. This shall not apply to employees who are placed on disability pension unless permitted by the insurance carrier(s).

- 4.7 The District and the Association agree that effective means for the protection of employees and property are essential to the smooth functioning of the school district. When a student demonstrates a continuous pattern of behavior which results in physical injury or the imminent risk or potential of physical injury to the student or others, the building principal and/or the Association may request that the District Professional and Peer Review Panel (see Appendix E) conduct a review so that recommendations may be provided to the student's IEP team.
- 4.8 The District shall take reasonable precautions to provide protection for an employee's vehicle while parked on school property but shall not assume liability for loss or damage.
- 4.9 Employees, exclusive of nurses, shall not be required to perform nursing duties except in an emergency. In such a case, a nurse or qualified medical person shall be brought on the scene as soon as possible, and the employee who rendered nursing services shall be held harmless from liability by the Board. Employees, exclusive of school nurses, shall not be required to administer medicines. Paraprofessionals shall have the primary responsibility for diapering/toileting students. The special education teacher (if toileting is referenced in the student IEP) and/or the school nurse may be required to perform this duty if the paraprofessional needs assistance or is not available. Administration of KI tablets will follow guidelines of DEMA. Administration of medication on field trips shall follow district medication policy.
- 4.10 Employees shall not be required to transport student(s) in their personal automobiles. However visiting teachers and social workers may be required to transport student(s) in their personal automobiles. This requirement would be listed on the job posting and explained to the employee prior to his/her hire.
- 4.11 Employees will report damage to or theft of, an employee's property during the discharge of his/her professional duties to the appropriate administrator and report it to the appropriate authorities.
- 4.12 When a building security issue is identified, the employee will report the matter to the building administrator who will take appropriate steps to attempt to resolve the issue.

ARTICLE 5

LEAVES OF ABSENCE

- 5.1 Leaves of absence, including sick leave, parental leave and leaves of absences for other reasons, shall be according to Delaware State law and the Family and Medical Leave Act (FMLA). The Board is not a guarantor of the level of benefits provided by virtue of State or Federal law.
- 5.2 Sick Leave
- 5.2.1 Allowable sick leave for a school year is to be available at the start of the school year. Adjustments for employees who terminate service prior to the end of the school year shall be made in their final paycheck. Adjustments shall be prorated based upon sick leave being earned at the rate of 1 day per month of service to the District.
- 5.2.2 If an employee suffers a work-related injury, the employee shall not lose sick days up to a maximum of 3 days provided the employee reports to the principal as required in 4.5 and provides a doctor's excuse for the days absent.
- 5.2.3 The District shall make a reasonable effort to obtain a substitute for every employee who is absent except for support personnel such as counselors, psychologists, etc. Employees shall provide notification before 6:30 A.M. at the secondary level and 7:00 A.M. at the elementary level. In the case of an extended illness, leave, resignation, or retirement of

support personnel employees, the District shall make every effort to obtain a substitute or provide alternative services.

5.2.4 Absences using sick days before or after a holiday, weekend, or personal days may require a doctor's certificate. (See Appendix A - Records of Absences; Proof)

5.2.5 Employees shall be provided with a record of their sick leave balance yearly.

5.3 Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year:

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

(a) The legal proceeding relates to school matters and the employee's presence as a party or witness is not caused by any fault or misconduct on the part of the employee as determined by the outcome of the proceeding; or

(b) The legal proceeding involves a matter of public interest, as distinguished from a private dispute, and the appearance of the employee as a witness in the proceeding may properly be considered to be the discharge of a civic responsibility.

5.4 Jury Duty

Employees shall be granted a leave of absence with pay when they are required to report for jury duty or jury service. The employee shall keep the payment from the court for jury duty. Evidence of service shall be provided to the employer. The employer may request the employee be excused by the courts, if warranted.

5.5 Association Release Time

5.5.1 The District shall provide a total of 20 days per year for Association activities to employees designated by the Association President(s). This paid leave shall be granted only in units of a full school day unless otherwise agreed upon by the parties. Use of such days shall be upon 24 hours notice to the Superintendent and building administration. If the Association uses less than 20 of these release days in a school year, the Association may carry over up to 5 release days into the next school year.

5.5.2 The Association President(s) shall receive 1 day per month when necessary to meet with District representatives.

5.6 The following temporary leaves of absence provisions, not provided by the Delaware Code, are included as part of this Agreement.

5.6.1 Extended Leaves of Absence

Extended leaves of absence shall be governed by the provisions of the Family and Medical Leave Act of 1993 and the district policies pertaining thereto.

5.6.2 Sabbatical Leave

5.6.2.1 Employees granted a sabbatical leave for a full school year shall receive a local salary supplement of \$5,000. Employees granted a leave for ½ year shall receive \$2,500. An employee who is granted a sabbatical leave shall agree in writing in

advance to return to the District for a period of 1 year or repay the Board the amount of the local supplement monies granted toward the sabbatical leave.

5.6.2.2 Leaves of absence for other reasons, including but not limited to Fulbright Scholarship, fellowship, grant, scholarship or assistantship which will improve effectiveness in the present assignment, may be considered on an individual basis. Such leaves, when granted, shall be on the basis of an agreement between the Board and the individual employee provided such agreement is not inconsistent with the terms of this Agreement.

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

5.7 At the end of an extended leave, the employee shall be accepted into employment by the Board and assigned the same or a similar position to the one from which leave was granted. "Same or similar" shall mean within the same seniority classification. In no case may assignment be made so as to invalidate a person's certification status or bring about a reduction in salary.

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

5.9 The employee on extended leave, granted under 5.6, shall notify the Director of Human Resources by certified mail, return receipt requested, 2 months prior to the expiration of the leave or the intended return date if earlier, of the employee's intention to return. For a leave from which the employee would return to employment at the beginning of a school year, notification must be given by April 1. Failure to notify the Director of Human Resources prior to these deadlines of intention to return from leave shall serve to convert the leave to a resignation, providing the employer sends a certified letter from the Office of Human Resources to the employee's last known address reminding the employee of the deadline.

5.10 Any employee on special assignment shall be replaced by an employee hired on a temporary contract.

5.11 When a regular employee is placed on a leave of absence, the District may fill the position with a temporary contract employee, paying regular salary and benefits. In determining the awarding of these temporary contracts, economic concerns will not be the criteria upon which these decisions will be based.

ARTICLE 6

SENIORITY, REDUCTION IN FORCE, AND RECALL

6.1 Seniority

6.1.1 Seniority shall be calculated as the length of most recent continuous service as a teacher in the District. Employees hired on a temporary contract who are subsequently hired into a regular position the following school year shall have the time of the temporary contract period included in the continuous service seniority calculation.

6.1.2 The District shall annually post a list of all employees by field(s) of current teaching certification(s). Employees shall be listed in seniority order. This list shall be posted in each

school by February 15. Employees who wish to appeal their placement on this list must do so in writing to the Director of Human Resources before March 15 of the year the list is published. A final list shall be published by March 31. An employee's failure to question, prior to March 15, his/her seniority date and classification on the first published list shall preclude the assertion of incorrect seniority date or classification in challenging a layoff which is to take effect at the end of that school year. An employee's appeal of his/her seniority date or classification must set forth the basis for the appeal.

- 6.1.3 If an employee's seniority date or classification is different on the second list as compared to the first list, such an employee has 10 days from the posting of the second list to appeal the change in writing.
- 6.1.4 If the State changes the areas of certification, the District shall implement a corresponding change in its seniority classifications following notice to and discussion with the Association.
- 6.1.5 In the event 2 or more employees have the same length of service in a seniority classification, the following criteria shall be used in the order enumerated as tie breakers:
 - (a) Total length of teaching service in public and private schools in Delaware;
 - (b) Total length of teaching service;
 - (c) Educational level including National Certification; and
 - (d) Lottery.
- 6.1.6 Board approved leaves of absence shall not constitute a break in service but shall not be counted toward seniority unless 91 days of service have been completed.
- 6.1.7 The following leaves do not constitute a break in service but do count toward seniority:
 - (a) Sabbatical leaves;
 - (b) Military leaves;
 - (c) Leave for officer of the Association;
 - (d) Injury or illness covered by worker's compensation; and
 - (e) Special assignments outside of ordinary teaching assignments and other positions mutually agreed to by the District and the Association.

6.2 Reduction in Force

- 6.2.1 The Superintendent shall determine the number of positions to be reduced and shall inform the Association of the decision and also share with the Association the factual basis of the decision.
- 6.2.2 To accomplish the necessary reduction in force, employees shall be laid off from the field of their current assignment on the basis of seniority, with those having been employed most recently being laid off first.
- 6.2.3 An employee who works in a program of limited duration and is scheduled to be laid off from such a program shall be permitted to return to a regular position in his/her areas of

certification, provided such an employee has sufficient seniority in his/her areas of certification.

- 6.2.4 An employee who has been involuntarily transferred or involuntarily reassigned to a position which places him/her in a different seniority classification and who is scheduled to be laid off from that classification shall have the right to a position in his/her original seniority classification, provided such an employee has sufficient seniority in his/her original seniority classification. The employee's right to return to a position in his/her original seniority classification shall extend for a period of 2 years.
- 6.2.5 Employees who are laid off shall be placed on the recall list in the seniority classification for which they qualify. An employee shall remain on the list for a period of 2 years from the effective date of the lay-off. If an employee chooses to be removed from any recall list, the employee must notify the Director of Human Resources in writing.
- 6.2.6 The district shall provide copies of the recall list to the Association President(s).

6.3 Recall

- 6.3.1 Employees who are eligible for recall must keep the Office of Human Resources informed in writing of any changes in their address, telephone number, email address and/or certification.
- 6.3.2 When a permanent vacancy occurs, employees on the applicable recall list shall be offered employment in reverse order of layoff.
- 6.3.3 Notification of recall shall be by telephone and email, and the person shall respond to the offer within 48 hours (excluding weekends and holidays) of the telephone call. If there is no response to the telephone message within the aforementioned time limit, a certified letter shall be sent offering the position. The employee shall have 7 calendar days from time and date of delivery of the certified letter to respond to the offer. No response shall constitute a decision to decline the offer.
- 6.3.4 An employee who accepts recall shall report to work on the date indicated by the administration or at a later date if mutually agreeable. However, an employee shall have at least 72 hours to report to work.
- 6.3.5 An employee who refuses a permanent full-time position in the seniority classification from which the employee was laid off shall be removed from all recall lists, and the District shall have no further obligation to the employee. An employee who refuses a permanent full-time position in a seniority classification other than the seniority classification from which the employee was laid off shall be removed from the recall list in the seniority classification in which the employee refused a permanent full-time position but shall remain on any other recall lists the employee was placed on pursuant to Section 6.2.5.
- 6.3.6 An employee on the recall list who is offered and accepts recall to a temporary or a part-time position shall not forfeit his/her right to a permanent full-time position. The employee who accepts a part-time position shall be placed in a permanent full-time position before the completion of the part-time employment if a position becomes available. The employee who accepts a temporary position shall receive a permanent contract if a permanent full-time position becomes available. The employee shall be placed at his/her appropriate position on the recall list upon completion of such temporary or part-time employment.
- 6.3.7 An employee who declines a temporary or part-time position shall not be removed from the recall list, but the District shall have no further obligation to offer another temporary or part-time position to such an employee.

- 6.3.8 An employee placed on the recall list from a part-time position may decline recall to a full-time position and shall not forfeit his/her right to a part-time position when one becomes available.
- 6.3.9 Time lost by an employee laid off and subsequently recalled shall not constitute an interruption of continuous service, but such time lost shall not be counted toward seniority. Service in part-time or temporary positions shall be counted toward seniority in the same manner that service in permanent full-time positions is counted toward seniority. Adjustment of seniority shall be calculated on the same basis as the State determines credit for sick leave.

6.4 Miscellaneous

- 6.4.1 Employees on Board-approved leaves of absence shall be subject to all provisions of this Article.
- 6.4.2 Employees who resign or have been dismissed for any reason other than reduction in force are not subject to the provisions of this Article. Nothing in this Article shall apply to an individual on a temporary contract or in any way serve to extend the employment of such individuals except as provided in Section 6.3.6.
- 6.4.3 Employees who have been laid off will continue to receive benefits until their paychecks stop. After that time, they shall be eligible to participate at their own cost in all employee benefits (if the providers of such benefits permit) including healthcare under COBRA rules, following the effective day of layoff.

ARTICLE 7

TRANSFERS

7.1 Definitions

- 7.1.1 Voluntary Transfers – shall be those transfers, requested by the employee, which take place between buildings.
- 7.1.2 Involuntary Transfers – shall be those transfers, initiated by the District, to a posted vacancy caused by the elimination of a position, program change, or shift in enrollment.
- 7.1.3 Regular Vacancy - A regular vacancy is a vacancy resulting from a previously occupied position or caused by the generation of increased State units, which the District has approved for hiring and which remains unfilled after the District has exercised its rights to reassign current staff within a building. The Board may decide that it does not wish to fill such a vacancy. A regular vacancy is filled by an employee on a regular contract.
- 7.1.4 Temporary Vacancy - A temporary vacancy is a vacancy resulting from a leave of absence, teacher on special assignment, or from an opening that cannot be filled until on or after August 15th. A temporary vacancy may be filled by an employee on a temporary contract. Temporary contract employees shall be covered by the provisions of the collective bargaining agreement. However, the provisions set forth in 14 Del. C. §§ 1410, 1411, 1412, 1413, and 1414 shall not apply to temporary contract employees.

- 7.1.5 New Position - A new position is a newly-created position within the District or an authorized additional position in the programs not recognized under State allotment.
- 7.1.6 Reassignment - Any change in an employee's subject, grade, or room assignment within the same building location, whether it is within or between seniority groups, is a reassignment.
- 7.1.7 Unassigned Employees - Unassigned employees are employees who are displaced from their previously assigned positions as a result of declining pupil enrollment, school closings, educational program changes, involuntary transfer returns [as described in Article 7.4.4], or adjustment in staff allocations.
- 7.1.8 Programs of Limited Duration - Programs of limited duration are specially funded local, State, and federal programs, unrelated to the regular State student unit count. Programs of limited duration shall be identified annually prior to the publishing of the District seniority roster.

7.2 Voluntary Transfers

- 7.2.1 Employees who would like to transfer to another building location may submit their request for any posted vacancy within the district. There will be separate postings for internal and external applicants. All qualified employees who apply within the posted time period shall be offered the opportunity to interview. Principals, at their discretion, may interview applicants who are not certified. Interviews with internal applicants shall be conducted prior to and on separate dates than interviews with outside applicants for the same position. The Association may have two (2) Association members on the internal interview committee. The President of the Association will be given at least 48 hours prior notice of the date, time, and location of the internal interview(s) in order to assign two members to the internal interview panel. The following factors shall be considered by the committee: certification; seniority; qualifications; professional experience; additional course work; system-wide balance; and other relevant factors. An employee's failure to accept an offer of a requested transfer within 72 hours, not including weekends and holidays, shall cancel the employee's request for a transfer. An employee shall only be allowed one transfer per school year.
- 7.2.2 While the interview panel may make a recommendation to the principal, the decision of the principal is final based on the selection criteria above. In the event the interview panel's recommendation is not the principal's final choice, the principal shall communicate the rationale to the interview panel upon request.
- 7.2.3 No employee shall be relocated as the result of a voluntary transfer after the first student day, unless agreed to by the District. Should a vacancy occur after the first student day, the procedure outlined in 7.2.1 will take place and the employee to be transferred will be placed in that position at the beginning of the following year.
- 7.2.4 Unsuccessful candidates shall be so informed in a timely manner. If an employee is denied a transfer, the principal shall provide feedback upon the employee's written request.

7.3 Unassigned Employees

- 7.3.1 Notice of "unassignment" shall be given to the employee upon knowledge of such unassignment.
- 7.3.2 Unassigned employees shall be the least senior certificated employees in a building/program unless the sending or receiving school's program or human or physical resources utilization requires a particular employee's certification or qualifications.

- 7.3.3 An unassigned employee shall be given a list of all known vacancies in the employee's seniority classification at the time the employee is declared unassigned. An unassigned employee may complete a voluntary transfer request at the time the employee is declared unassigned. An unassigned employee shall also complete a form listing the employee's preferences as to positions.
- 7.3.4 Any administrator who is returning to a teaching position shall be placed only after the voluntary transfer process has been completed or placed in a position for which there is no voluntary transfer request.

7.4 Involuntary Transfers

- 7.4.1 Notice of proposed involuntary transfers shall be given to the employee involved by the Director of Human Resources upon knowledge of such transfer. The Director of Human Resources shall notify the employees of the 10-day deadline [Section 7.4.4] in any oral and/or written notice of involuntary transfers.
- 7.4.2 Involuntarily transferred employees shall be the least senior certificated employees in a building/program unless the sending or receiving school's program or human or physical resources utilization requires a particular employee's certification or qualifications. An employee shall not be involuntarily transferred to other than existing vacancies except as organizational needs and legal requirements dictate.
- 7.4.3 An employee shall not be involuntarily transferred to a position outside his/her area of certification except in emergency situations.
- 7.4.4 An involuntarily transferred employee shall be given the option to return to his/her former assignment (seniority classification and buildings) from which the employee was involuntarily transferred when that assignment becomes available if: (a) within 10 days of being involuntarily transferred the employee submits a written request to be returned and (b) the vacancy occurs before the first student day. If the position becomes available after the first student day, the position shall be filled for the remainder of the school year. That employee shall become unassigned at the end of the school year, because the involuntarily transferred employee will have the right to return to the position at that time.
- 7.4.5 A permanent employee who receives a layoff or termination notice prior to May 15, which is subsequently rescinded prior to June 30, shall be assigned to his/her original position as if he/she had never been laid off or terminated. If such an employee's position is not available, he/she shall be treated as unassigned and assigned accordingly.
- 7.4.6 When an employee is involuntarily transferred or reassigned, he/she will have the opportunity to request a voluntary transfer per Section 7.2.1 of this agreement.
- 7.4.7 Employees returning from a year's leave or from special assignment shall be subject to the voluntary transfer process. Those employees shall be notified of their need to submit their letter of request for voluntary transfer.

7.5 Reassignment

- 7.5.1 In the event of a change of assignment in content area at the secondary area or grade level at the elementary level, the principal shall meet with the employee and provide, in writing, the reason for the reassignment. If the employee deems the reassignment to be inappropriate, the employee shall immediately file a written statement with the Director of Human Resources. The Director shall expeditiously further investigate and provide a

written response to the employee within three (3) days. The reason(s) for such a change in assignment shall not be subject to the grievance procedure.

- 7.5.2 If an employee requests the reasons for any change in his/her room assignment, the employee's principal and the Director of Human Resources shall meet with the employee and provide in writing the reason(s) for the change in room assignment. If the employee deems the room assignment to be inappropriate, the employee shall immediately file a written statement with the Director of Human Resources. The Director shall expeditiously further investigate and provide a written response to the employee within three (3) days. The reason(s) for such a change in room assignment shall not be subject to the grievance procedure.
- 7.5.3 Employees shall be notified in writing of their tentative teaching schedule and/or a change within their assigned building for the following year no later than the end of the school year. If a subsequent change is necessary after the end of the school year, the employee shall be notified in writing as soon as the change becomes evident.
- 7.5.4 Schedule assignment shall be done with consideration given to levels, number of new preparations and class size.
- 7.5.5 Employees may indicate preferences in their subject matter, course, grade level, and room assignments in writing to the principal. All preferences requests shall be considered prior to the assignment of any employee within the building.
- 7.5.6 An employee with an assignment outside of the classroom shall, prior to the end of the school year, have the right to contact the principals, and/or other administrators involved in developing the employee's schedule for the purpose of indicating preferences in the employee's schedule

ARTICLE 8

FACILITIES AND SUPPLIES

- 8.1 The standards set forth herein are considered to be the standards for employee facilities, and the Board shall make every reasonable effort to provide such facilities. When new buildings are designed or existing buildings are renovated, the Board shall solicit staff and Association input and shall make every effort to comply with these standards.
- 8.2 An easily accessible communication system shall be provided so that employees can communicate quickly with the main office in the building.
- 8.3 Every attempt will be made to maintain a working phone in each classroom.
- 8.4 Where available, parking facilities identified for employee use shall be provided.
- 8.5 Suitable storage space with locks shall be provided for each employee.
- 8.6 Classroom windows shall have appropriate window coverings where necessary.
- 8.7 Subject to administrative approval, the faculty shall have the right to install a reasonable number of vending machines in any faculty lounge. The proceeds from all such machines shall be used by that school's faculty. The faculty may be responsible for servicing and maintaining such vending machines.

- 8.8 An employee work area shall be provided in each school to aid in the preparation of instructional materials. Employees shall have access to necessary duplicating equipment and services. Reasonable effort shall be made to maintain the equipment.
- 8.9 A furnished faculty lounge, which may also be the work room, shall be provided in each school.
- 8.10 Accessible telephones with private lines in relatively private areas shall be provided in each building in a ratio of 1 phone for each 20 employees. All such phones shall have long distance access to be used for school business only.
- 8.11 A serviceable desk (with drawers or a storage area) and chair shall be provided for the use of each employee.
- 8.12 Adequate filing space shall be provided.
- 8.13 Employee restrooms, separate from students, shall be provided in each school.
- 8.14 A dining area, separate from students, for the use of all employees shall be provided in each school.
- 8.15 Employees who work in more than 1 school building shall be assigned a work area and access to lockable storage space in each school.
- 8.16 The District shall make every reasonable effort to provide equipment in good working order for use in the instructional program in each school.
- 8.17 Each principal shall make every reasonable effort to maintain an adequate inventory of materials normally required by employees in performing their job. Such materials shall be made available pursuant to a reasonable procedure established in writing by the principal and staff in each school.
- 8.18 A working clock will be provided in each classroom and shall be maintained in good working order.
- 8.19 Supplies for [Universal Precautions] Standard Procedures will be provided for each classroom and teacher.
- 8.20 All classrooms shall be lockable.

ARTICLE 9

EMPLOYEE RIGHTS

- 9.1 Employees have the right to join any organization for their professional or economic improvement, but membership in any specific organization shall not be required as a condition of employment.
- 9.2 The Board and its designated representatives shall not discriminate against, interfere with, restrain, nor coerce employees in the right to organize or join or participate in lawful Association activities.
- 9.3 Employees shall not be disciplined, reprimanded orally or in writing, issued written allegations of misconduct, or reduced in pay except for just cause. Any such action shall be conducted with due regard for privacy.
- 9.4 Any suspension of an employee pending the disposition of charges which could lead to termination shall be with full pay and benefits.
- 9.5 Where an employee is suspended for disciplinary reasons and that suspension is not revoked through the grievance procedure, an amount of pay equal to the employee's daily rate of pay times the number

of days of the suspension shall be deducted from the employee's pay. If an employee who is suspended for disciplinary reasons initiates a grievance relating to the suspension but leaves the employment of the District before there is a final decision on the grievance, an amount of pay equal to the employee's daily rate of pay times the number of days of the suspension shall be deducted from the employee's last pay. If such a former employee's suspension is subsequently revoked through the grievance procedure, the District shall pay the former employee an amount equal to the amount of pay deducted from the former employee's pay as a result of the disciplinary suspension.

9.6 Disciplinary Meetings

- 9.6.1 When an employee is requested to participate in an interview or meeting (hereinafter referred to as a "meeting"), the employee shall be informed of the purpose of the meeting, and if the employee reasonably believes the meeting will result in disciplinary action, the employee has the right to refuse to submit to the meeting without Association representation. However, such a meeting shall, in all events, take place within 3 days of the time the employee is requested to participate in the meeting. If the employee chooses to have Association representation, the Association representative shall be selected by the employee from a list of representatives designated by the Association. If the employee would like Association representation other than his/her building representative, the meeting will be scheduled after school hours.
- 9.6.2 If an employee is required to appear before the Board or an agent of the Board for the purpose of confronting the employee with allegations of misconduct and the results of such a meeting could adversely affect the employee's continued employment or salary, the employee shall, at least 72 hours prior to the meeting, be given a written notice and specific reasons for the meeting.
- 9.6.3 Association representation may be requested prior to or at any point during a meeting. If the employee requests representation, the employer shall, if needed, postpone the meeting for a reasonable period of time in order for the employee to secure representation of his or her choice from the designated Association representative list.
- 9.6.4 The provisions of 9.6 shall not apply to work area conversation such as providing instructions, training, or suggestions to improve work techniques. However, any such conversation shall take place with due regard to privacy.

9.7 Parent Conferences

- 9.7.1 When a parent desires a conference with an employee, the employee shall schedule the conference at a mutually agreeable time. However, in all events such a conference shall be scheduled within 1 week of the parent's request for such a conference. When a parent indicates a desire to attend such a conference with a community/legal representative, the employee may agree to meet with the parties or choose to advise the principal, who shall then be responsible for scheduling and attending such a conference with the employee. The employee may bring an Association representative to such a conference. The employee should notify the principal of the intent to bring an Association representative to such a conference.
- 9.7.2 An employee shall have the right to request an administrator's presence at any parent conference the employee believes could become volatile.
- 9.7.3 When it becomes necessary to schedule a parent conference away from the employee's school building, a building administrator shall be present at that school site.

9.7.4 Any complaints regarding a teacher, which may result in disciplinary action, made to any member of the Administration by any parent, student or other person shall, as soon as practicable, be brought to the teacher's attention. The principal or supervisor shall meet with the teacher to apprise the teacher of the full nature of the complaint. The teacher shall have the opportunity to rebut the allegations of the complaint.

9.8 Grading

9.8.1 Employees shall have the responsibility for determining grades within the grading policy of the District. If the employee who determined the grade is available within a reasonable amount of time, the employee shall be consulted before the grade is changed. Only a building administrator or superior(s) shall change a grade. If a grade is changed, the employee shall, as soon as possible, be informed of the change and shall also be informed that the employee has a right to file a disclaimer of responsibility for the grade. A District Grade Change Notification form shall be sent to the teacher regarding the grade change. This form shall contain information as to the reason for the change and a request for the teacher's approval or disapproval of the change. The teacher's reply must be returned to the employer within 5 days of the teacher's receipt of the form, with the teacher's approval or disapproval noted, and, if the teacher desires, the reason(s) for the agreement or disagreement with the change. A copy of the form may be retained by the employee. Whenever any grade change appears, it shall be initialed by the person making the change.

9.8.2 All instructional employees shall have access to the grading system for grade input at least five (5) work days before grades are due on the school calendar. Principals may request only the final grades for seniors in danger of failing a course prior to this 5 day timeline. The employee shall have until the next school day after the last exam is given to comply with such a request.

9.8.3 Marking period IEP progress updates are due in the system (IEP Plus or its Successor) the same day that grades are due, with the exception of the end of the year. In this case, IEP updates will be due 5 school days before the last established student day. This provision does not apply to IEP Progress Monitoring Updates for IEP meetings, nor progress monitoring reporting required by a student's IEP. In special situations, the Director of Students Services or designee may request that progress monitoring updates may be provided upon request.

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

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

9.11 An employee shall receive notification, as soon as practicable, of students new to the building being added to or removed from the employee's class. Information relevant to staff and student safety shall be provided unless prohibited or, in the judgment of the principal, the release of the information would not be in the best interest of the parties.

9.12 If a student is to be transferred from one class to another within the same school, the employee receiving the student shall be notified no less than 24 hours prior to the change.

9.13 The principal in each building shall, prior to the first student day, provide in writing to all employees the specific building evacuation plan to be used. The plan shall specify the appropriate procedures to be used in emergency evacuation situations.

- 9.14 The District recognizes a need to protect employees from censorship or restraint which may interfere with the selection or utilization of materials needed for the performance of their educational assignment. Employees shall have the freedom to present material which reflects the diversity of ideas present in a pluralistic society, provided that the material is relevant to the course and is presented objectively and impartially.
- 9.15 Cell phones shall not be used during instructional time. Should the employee feel that he or she needs access to the phone because of an unusual situation, he or she shall inform the administration.

ARTICLE 10

RIGHTS OF THE PARTIES

10.1 Board Rights

- 10.1.1 The Board retains all powers, rights, authority, duties, and responsibilities vested in it by the laws and the Constitution of the State of Delaware and of the United States, including, but without limiting the generality of the foregoing, the right to:
- (a) manage and administer the District, its facilities, and the work activities of its employees;
 - (b) determine the educational policies of the District, including the selection of curriculum and the creation or discontinuation of programs;
 - (c) hire employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment; and
 - (d) dismiss, demote, promote, place, transfer, and assign employees.
 - (e) determine recognition programs for teachers for their contributions in impacting the educational goals of our district. The maximum funds allotted for such recognition/awards shall be \$5000 per year.
- 10.1.2 The exercise of the Board's powers, right, authority, duties, and responsibilities shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms of this Agreement are consistent with the laws and the Constitution of the State of Delaware and the United States.

10.2 Association Rights

- 10.2.1 The Board agrees to make available to the Association all information, reports, and budgets which are available to the public and shall upon written request make available to the Association other statistics, information, and records necessary for negotiations. Information shall be provided in a timely fashion.
- 10.2.2 The Association shall have the right to use school buildings for Association business on the same basis as other school affiliated organizations in accordance with District policy.
- 10.2.3 The Association may use all school offices and District mail systems and bulletin board space designated by the principal for posting notices in areas readily available to employees and assigned for the dissemination of information by means of notices, circulars, or other similar materials pertaining to Association business subject to the following conditions:

- (a) the material must identify clearly the individual(s) and/or organization responsible for the information contained therein;
 - (b) a copy of the material for general distribution shall be given to the principal prior to or at the time of posting or dissemination in that building. If the material is to be distributed or posted system-wide, a copy shall also be furnished to the Superintendent prior to or at the time of posting or dissemination; and
 - (c) the use of the mail system and bulletin boards may not interfere with the normal business of the school.
- 10.2.4 Copies of current Board Policy and the Board minutes (agenda) shall be posted on the District website as soon as they are made available to the Board. The Association may also pick up such materials at the District's Administrative Office as soon as they are made available. The Association shall provide the Board copies of its Bylaws and a current roster of its elected and appointed officials. The Board shall provide, upon request of the Association, a current table of administrative organization with names.
- 10.2.5 The Association representative within each building shall have the right to speak to employees before or after regularly scheduled faculty meetings if the representative notifies the principal. In addition, one-half of one of the new teacher orientation days [including a meal time] shall be set aside for the Association to address and/or provide professional development for the new employees.
- 10.2.6 The Association shall have the right to use on school premises office and A-V equipment as designated by the principal when not otherwise being used. The Association shall pay for the cost of materials and supplies. The Association also agrees that it shall pay for the repair or replacement of equipment damaged during such use as a result of misuse or abuse of such equipment as opposed to breakdowns resulting from normal wear and tear.
- 10.2.7 Accredited representatives of the Local, County, State, and National Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt the District's program. The Association representative shall obtain approval of the principal of the building or other person in charge of the building which the representative is visiting by reporting to the office. Such approval shall not be unreasonably withheld.
- 10.2.8 Whenever, by mutual agreement of the parties, any employees participate in negotiations during working hours, such employees shall suffer no loss in pay nor shall they be required to make up the time lost.
- 10.2.9 Building budgets shall be made available to all staff members within the building upon request.
- 10.2.10 The District shall make every effort to include Association representation on District level committees related to educational issues. Association representatives shall be appointed by the AEA president(s).
- 10.2.11 Attempts will be made to accommodate the Association President's schedule to be most conducive to meeting his/her teaching duties and association responsibilities. Such accommodations may include, but are not limited to: exemption from extra supervisory duties, priority for planning period at beginning/end of day, possible extra planning period, planning period adjacent to duty free lunch, etc. These options should be discussed between the Association President and his/her building administrator. The

principal shall have the final determination regarding any accommodation that may be made.

ARTICLE 11

EMPLOYEE-ADMINISTRATION LIAISON

11.1 Building Liaison Committee

11.1.1 Association representative(s) shall normally meet on a monthly basis with the principal to review and to discuss school problems, practices and development and revision of building procedures. The Association representative(s) and the Administration shall exchange agendas at least 24 hours in advance of the normal monthly meeting.

11.1.2 This committee shall consist of 1 member for every 10 (or major fraction thereof) employees in the building, but in all events shall consist of at least 2 employees in the building. The principal may invite other administrators and/or staff members, not to exceed (inclusive of the principal) the number of Association representatives on the liaison committee. If mutually agreed, the parties may invite such other people as they feel necessary.

11.2 District Liaison Committee

11.2.1 The Association President(s) and at least 2 additional representatives shall meet with the Superintendent and other individuals of his/her choice on a monthly basis in order to discuss the administration of this Agreement and other concerns which affect employees. However, a concern brought from an individual building must first have been brought to the attention of the building level principal. If requested by the Superintendent, the Association will show how it has attempted to resolve the issue with the building principal before the matter is pursued by the District Liaison Committee. The Association President(s) and the Superintendent shall exchange agendas at least 3 work days in advance of the normal monthly meeting. This agenda should provide details that will enable parties to gather relevant data for response. If either party fails to provide such an agenda in a timely fashion, the party that did not receive the agenda in a timely fashion may postpone or cancel the meeting. If mutually agreed, the Association and the Administration may invite such other people as they feel necessary, schedule additional meetings, or discuss items which are not on the agenda.

11.2.2 There shall also be a District Special Education Liaison Committee, made up of special education teachers, educational diagnosticians and psychologists from each building, along with Association spokespersons and a representative[s] from the District Office. The purpose of this committee shall be to resolve issues specific to special education. Issues that are not able to be resolved at this level, will proceed to District Liaison [as described in 11.2.1.]

11.2.3 Issues which are the subject matter of a grievance shall not be considered during the meeting.

ARTICLE 12

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- 12.1 When, in the judgment of an employee, a student requires special services (crisis intervention, remedial instruction, special education placement, medical referral, etc.), the employee shall inform the appropriate administrator. The notified administrator shall, within 2 work days from the date of notification, advise the employee of the actions to be taken.
- 12.2 Whenever a teacher identifies a need for instructional support for a special education student, a conversation between the teacher, building administrator, and/or ED will occur. An IEP meeting will be scheduled if necessary or requested by a member of the IEP team.
- 12.3 Each employee shall receive a current copy of the Student Code of Conduct. Whenever any change in the Code is made during the school year, each employee shall receive a Code insert reflecting the change.
- 12.4 Disruptive Students
- 12.4.1 After employee interventions have proven unsuccessful in modifying student behavior, the employee may request the removal of a student from class.
- 12.4.2 When a student's behavior becomes intolerable or detrimental to other students, the teacher shall notify the office and direct the student to an area designated by the administrator/designee. Determining further action regarding the student becomes the responsibility of the administrator, in accordance with the Student Code of Conduct and/or within the parameters described in 14 Del. C. §701. Every reasonable effort shall be made to avoid using an employee's class as a place to send disruptive students for disciplinary reasons or as a holding area for unsupervised students. The employee shall provide the administrator/designee with a written reason for the removal of the student at the time the student is sent to the administrator/designee. The employee shall provide a more complete report within 1 work day of directing the student to the administrator/designee by completing the student behavior referral form. In such cases, the administrator/designee shall arrange as soon as possible, and under usual circumstances not later than the conclusion of the following school day, a conference with the teacher to discuss the problem and to share possible steps for its solution. Students shall not be returned to the classroom without notification to the teacher that the student is returning. The administrator/designee shall, within 3 work days, inform the employee as to what action was taken by completing and returning to the employee the student behavior referral form.
- 12.4.3 Copies of all discipline reports shall be placed in the student's discipline file. Employees shall have access to the records of students in accordance with applicable laws.
- 12.5 Assault or Offensive Touching of Employees
- 12.5.1 The district shall comply with the mandates outlined in 14 Del. C. §4112 regarding the reporting of crimes that take place in the schools. The appropriate Director shall, within 24 hours of receiving an incident report, send a copy of the report to the Association President(s).
- 12.5.2 The principal shall make every effort to see that a student who assaults or offensively touches an employee is not reassigned to that employee's class. In the event that the student's conduct is determined to be a manifestation of his/her disability, the IEP team will determine appropriate action.

ARTICLE 13

EMPLOYEE ASSIGNMENTS

13.1 Advertisement

13.1.1 All positions shall be posted for at least seven (7) calendar days on the District website, and a copy of the posting shall be sent to the Association President(s). The District will also send the postings to the school secretary to post to employees in the building via school email. The District disclaims any responsibility for any technological problem with the sending of this information should an employee not receive an email. It is the employee's responsibility to check his/her email or District website to view posted openings. No appointment or selection shall be made until after the application deadline. The written notice of vacancy shall contain:

- (a) type of vacancy;
- (b) position description;
- (c) location;
- (d) starting date;
- (e) certifications;
- (f) qualifications;
- (g) salary (commensurate with existing scale); and
- (h) other relevant information.

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

13.2 Evening School and Summer School

13.2.1 A list of openings in the District's summer school programs and evening school programs shall be posted in each building. The following hiring preferences shall apply:

1. Applicants with certification and training in the subject matter to be taught.
2. Current employees will be hired before outside applicants.
3. If 1. and 2. are satisfied, employees with summer school experience will be hired before those without summer school experience.

13.2.2 Employees on the recall lists shall have full application rights for summer school positions and evening school programs and shall be considered after current employees but prior to outside applicants.

13.3 Miscellaneous

13.3.1 Employees shall be given first consideration to provide homebound instruction which occurs beyond the normal school day. However, the District reserves the right to establish the homebound instruction program in a manner it believes to be most beneficial to students.

13.3.2 Employees shall not be required to accept the assignment of volunteer aides.

13.3.3 An employee assigned to work with a paraprofessional shall be responsible for directing the aide during the time the aide is in the employee's classroom. The employee shall not be responsible for evaluating the work performance of such an aide. However, if requested, an employee shall consult with the principal in connection with the principal's evaluation of the work performance of the aide assigned to work with the employee. The employee shall not be required to put their comments in writing.

13.3.4 The District shall make a reasonable effort to limit an employee's assignment to not more than 2 buildings except in the case of specialist (adapted physical education, instrumental music, psychologist, educational diagnostician, speech, visiting teacher, social worker, technicians).

13.3.5 In filling activities not contained within the EPER schedule, the building staff shall be notified and considered for the anticipated vacancies.

13.3.6 Whenever the district deems it necessary to contract out a bargaining unit position, the Association shall be advised and given the opportunity to respond before a final decision is reached.

13.4 School Closings/Openings

If the Board closes or opens a school, reconfigures, or relocates a program from one building to another, representatives of the administrative staff and the Association shall meet to determine a staffing procedure.

13.5 Relocation of Employees

13.5.1 If an employee is to be relocated to another site for any reason other than a voluntary transfer, the District shall move such an employee's materials to the employee's new teaching location after the employee is finished packing, boxing, and labeling these materials. The District shall pay for 2 moving days when the employee moves to a new building. Employees shall be paid for additional moving days for unusual situations, if prior approval has been obtained.

13.5.2 Employees may request in writing, through the building principal with a copy to the Director of Finance, pay for 1 moving day for moves within a building. The administrative decision in this matter shall not be subject to the grievance procedure.

ARTICLE 14

CHANGES IN BOARD POLICY OR ADMINISTRATIVE GUIDELINES

Any change in Board policy or administrative guidelines on evaluation procedures, student discipline, or grading and promotion policies shall be preceded by notice to the Association as to the proposed changes and the rationale for the proposed changes. The Association shall then have at least 14 work days within which to review the proposed changes and submit its comments and recommendations to the Superintendent.

ARTICLE 15

EMPLOYEE OBSERVATION AND EVALUATION

15.1 Evaluation of an employee shall be in accordance with the Delaware Performance Appraisal System or any successor State mandated system. Recommendations/Commendations contained in formative and/or summative evaluations shall be made with substantiating evidence.

15.2 No formal observation shall occur the day before or after an extended vacation.

- 15.3 If a written evaluation of an employee's performance in an extra pay for extra responsibility position is prepared, such an evaluation shall be separate from the evaluation of the employee's performance of his/her other responsibilities.
- 15.4 An employee may grieve an alleged violation of a procedural requirement of the Delaware Performance Appraisal System or any successor State mandated system.
- 15.5 An employee may suggest alternate or additional times for formal observation because of classroom activities.
- 15.6 Formative observations shall be completed between the beginning of the third week of school and May 15 of each school year, unless the previous year's Individual Improvement Plan calls for an earlier observation. Employees, whose Summative Evaluation will be marked as "Needs Improvement" or "Ineffective" will receive their Summative Evaluation at least 10 days prior to the end of the school year. All other Summative Evaluations shall be completed in accordance with DPAS II timelines. The responsibility of getting the Summative Evaluation signed and returned will be with the administrator completing the evaluation.
- 15.7 No announced or unannounced formative evaluations shall be conducted during classes outside the teacher's content area, including enrichment and Response to Intervention (RTI), with the exception of reading specialists and teachers for whom RTI is their primary responsibility.
- 15.8 CTE teachers will not be evaluated based on the profitability of any "Enterprise" program.

ARTICLE 16

PERSONNEL RECORDS

- 16.1 The employee personnel files shall be maintained in the District Office of Human Resources. Access to an employee's file shall be governed by the provisions of 19 Del. C § 732: "Inspection of Personnel Files". Such provisions are included at the end of this Agreement.
- 16.2 Employees shall have the right to review their personnel file, with the exception of confidential materials, at a time mutually agreeable to the employee and the Director of Human Resources. In any event, such review shall take place within 5 working days of the employee's request, provided there shall not be an inordinate number of requests. "Confidential material" shall be defined as documents gathered in connection with an employee's application for employment.
- 16.3 An employee may have a representative present during such review; however, the personnel file shall not be taken from the office by the employee and shall be examined in the presence of an employee of the Office of Human Resources.
- 16.4 An employee may receive copies of non-confidential documents filed in the employee's personnel file. Once the employee has received 1 free copy of up to 10 individual pages, the employee shall be charged 25¢ per copy for each additional page.
- 16.5 Any document relating to employee performance which an employee has not been given the opportunity to sign shall not be placed in the employee's personnel file. Any document prepared by a supervisor relating to employee performance which the employee has not been given the opportunity to sign shall not be used in any proceeding against the employee. The employee's signature shall only indicate that the document has been received by the employee and in no way indicates agreement with its content.

- 16.6 The employee shall have the right to comment upon any material filed, and the comments shall be attached to the file copy. However, such comments shall only become part of the file if they are submitted by the employee within 10 days of receipt by the employee of the material which is the subject matter of the comments.
- 16.7 The following items shall be placed in the personnel file of a tenured employee who is laid off, but may be destroyed 6 months after the employee's recall:
- (a) A letter from the Board stating that the reason for layoff was because of a reduction in educational services and/or a decline in enrollment; and
 - (b) Correspondence to the Board from the employee relating to the layoff.
- 16.8 Anyone who reviews an employee's personnel file, other than staff employed in the Office of Human Resources and Finance/Payroll, shall sign and date a form to be prepared by the Office of Human Resources. This form shall be placed in the employee's personnel file.
- 16.9 An employee may request that documents the employee deems to be unfavorable be removed from the employee's personnel file. Such a request shall be in writing and shall be submitted to the Director of Human Resources. The Director of Human Resources shall respond in writing within 15 days of the receipt of the request. If the request is granted, such documents shall be removed from the employee's personnel file. The Director of Human Resources' decision as to whether documents shall be removed from the employee's personnel file is not subject to the grievance procedure.

ARTICLE 17

DEDUCTION FROM SALARY

- 17.1 The Board shall provide payroll deductions for, but not limited to:
- Local Association Unified Membership Dues
 - Tax Sheltered Annuities
 - United Way
 - State Life Insurance
 - Credit Unions
 - Employee Benefit Premiums
- 17.2 Deductions beyond those stipulated above shall be pursuant to law or at the discretion of the Board.
- 17.3 Deductions for the continuous Local Association Unified Membership Dues (hereinafter "dues") shall be made in 22 nearly equal pay period installments during the school year except for those people who start after the beginning of the school year, in which event their deductions shall be pro-rated over the remainder of the school year.
- 17.4 Association Service Fee
- The Association shall indemnify and hold the District, the Board, its members, employees, and agents harmless against any and all complaints, claims, demands, suits, judgments, fines, and other forms of liability or expense that shall arise out of or by reason of any action taken or not taken by the employer for the purpose of complying with any of the provisions of this article.
- 17.5 The Association shall transmit to the District a copy of the continuous payroll deduction authorization form properly signed by new enrollees.

- 17.6 If for any reason, except those approved by the Association in writing, an employee's service (employment status) as a member of this bargaining unit is terminated, the District shall deduct from the employee's last paycheck all Association's dues owed to the Association under the employee's dues deduction authorization form. An employee who is transferred or promoted from a bargaining unit position to a position outside the bargaining unit shall only be liable for dues until the end of the semester in which the employee was transferred. Such an employee shall not be liable for the accelerated payment of dues.
- 17.7 The District shall promptly transmit all payroll deductions to the agent designated by the employee requesting the deductions.
- 17.8 When payroll deductions need to be made because of overpayment, they shall be made with agreement between the employee and the District and must be completed by the end of the fiscal year, in compliance with state law.

ARTICLE 18

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 18.1 Employee Travel
- 18.1.1 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 shall pay the full cost of tuition and necessary expenses as follows:
- 18.1.2 Travel by private automobile shall be reimbursed at the State mileage rate plus tolls if applicable. Travel by commercial carriers shall be coach class or the equivalent thereof except that the Board may approve other than coach class on an ad hoc basis. All travel shall be approved prior to taking any trip or assignment.
- 18.1.3 Reimbursement for meals and lodging shall be at the rate established or approved by the Board; and
- 18.1.4 Where travel, meals, and lodging are approved and the employee elects to commute, such reimbursement shall be no greater than the cost of round trip transportation, meals, and lodging.
- 18.2 Alternative financial arrangements to those set forth in this Agreement shall be by mutual agreement of the Board and the Association.
- 18.3 Provisions for tuition reimbursement are provided in Article 20.
- 18.4 The District and the Association shall work collaboratively to plan professional development programs.
- 18.5 Professional development activities that are compensated can also count toward re-licensure.
- 18.6 The Board and Association recognize the importance of employee participation in professional conferences that contribute toward the advancement of public education. Employees who officially present at a professional conference shall be granted professional development leave to attend the conference in addition to receiving up to \$500 reimbursement for travel expenses. The maximum funds allotted for such travel reimbursement shall be \$5000 per year. All travel shall be approved prior to taking any trip.

ARTICLE 19

CLASS SIZE

- 19.1 Student/teacher ratio is an important part of an effective educational program. Every effort should be made to see that class size conforms in numbers conducive to effective instruction of pupils and in accordance with the current State legislation. The following criteria, among others, shall be used to determine class size:
- a. The capacity of the teaching facilities and the number of adequate teaching stations and student stations in a room.
 - b. The appropriateness of the room to the content of the course or purposes to be served, the methods to be employed, and the special needs and ability levels of the students. The District recognizes that current teaching methods such as cooperative learning require additional classroom space and carefully planned classroom demographics.
 - c. The conditions which may affect the health, safety, and effective supervision of the students.
 - d. The availability of sufficient books, supplies, and equipment.
 - e. The needs in any given room must be balanced against the needs in all rooms in the building.
- 19.2 When class size for employees within the classroom or caseloads for employees outside of the classroom becomes a concern to the employees, the employees shall call this to the attention of the building principal in writing. The building principal shall meet with the employee(s) and an Association representative, if the employees so choose, within 5 days to give reasons for the situation and in a good faith effort explore methods to resolve the situation.
- 19.3 In the event the class size/case load situation is not or cannot be resolved at the building level, the employee(s) or the Association may submit a written statement to the Human Resources Director. The HR Director will review the statement with the Superintendent. The employee/Association will be notified within ten (10) work days of the Superintendent's decision. The Superintendent's decision shall be final.

ARTICLE 20

SALARIES AND EMPLOYEE BENEFITS

- 20.1 The salaries of all employees covered by this Agreement shall be the salaries paid by the State plus a supplement from District funds in the amounts set forth in Schedules A, B, and C which are attached hereto and made a part hereof.
- 20.2 Employees hired on or after January 1, 1996 are required to have their paychecks deposited to their accounts by the State Treasurer in any bank which agrees to accept such deposits in accordance with procedures established by the District.
- 20.3 The Board shall make pay available to employees on the day designated by the State or within 24 hours of receipt by the District, whichever is later.
- 20.4 When a stipend is offered for Professional Development outside of the normal work day, compensation will be at a rate of \$20 per hour for participants and \$30 per hour for employee instructors.

- 20.5 An employee who is required to continue beyond the regular school year, such as those in State authorized special school programs, shall be compensated at the employee's per diem rate of pay.
- 20.6 Employees who elect to accept a teaching assignment beyond the regular school day shall be compensated at the rate of \$33.00 per hour.
- 20.7 All State salary increases, including bonuses and cost of living supplements, shall be passed on to all employees unless contrary to law.
- 20.8 Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for such required travel at the rate provided by the 29 Del. C §7102.
- 20.9 Employees shall continue to receive existing carrier-provided employee benefits insofar as they remain available. If a benefit is canceled, the parties shall meet to negotiate an alternate employee benefit equal to the employee benefit that was canceled.
- 20.10 Full time employees eligible to receive medical coverage provided by the State through participation in the State of Delaware Group Plan shall receive a local supplement of \$30.00 per month. The supplement will be pro-rated for part time employees.
- 20.11 Full-time employees shall receive a \$1400 allowance toward the purchase of benefits listed in 20.12.
- 20.12 Employees shall be permitted to select among the following fringe benefits, the costs of which shall be paid in whole or part by the allowance in 20.11. Any additional costs of benefits selected by an employee shall be by payroll deduction.
- Life Insurance
 - Long Term Disability
 - Dental Insurance
 - Vision Insurance
- 20.13 Employees who work less than full-time based on the normal week set forth for this bargaining unit, shall receive a pro-rated allowance.
- 20.14 The benefit plan set forth above shall be made operable as a result of bid proposals which are developed and evaluated by a committee appointed by the Superintendent and consisting of Association, Administrative and other "employee group" representatives.
- 20.15 Permanent employees who are terminated at the conclusion of the school year shall continue to receive benefits as listed in 20.12 until their paychecks stop.
- 20.16 The District shall provide \$110,000 per year in addition to State funds for tuition reimbursement for full time employees matriculated in a Board-approved advanced degree program. Further, the Board agrees to pass on to employees State funds received by the District for the purpose of tuition reimbursement in accordance with any rules established by the State. The Board is not a guarantor of the level of funding provided by the State. See Appendix B for the application and payment procedure.
- 20.17 Upon the retirement of an Appoquinimink School District employee, the District will pay the local supplement portion of unused sick leave days for which the State of Delaware compensates the employee. The Board agrees to compensate the employee for unused sick days accumulated above 90 and up to and including 140 days at the rate of \$10 per day. The maximum funds allotted for these benefits shall not exceed \$20,000 per year. If the expenditure for any year would exceed this amount, the compensation for each employee shall be pro-rated accordingly. The payment shall be made in July for the previous fiscal year, regardless of retirement date.

20.18 Employees shall receive a one-time service award for years of Appoquinimink School District service according to the following schedule:

5 years with the District	\$ 300
10 years with the District	\$ 600
15 years with the District	\$1000
20 years with the District	\$1400
25 years with the District	\$1850

The service award will be paid in the first paycheck in December. Service awards shall be given upon completion of the benchmark year.

20.19 The District will pay a perfect attendance bonus of \$300 for no absences from work, excepting bereavement leave, jury duty, and religious holiday observance. This bonus will be paid on or before August 15 following a school year.

20.20 The District may offer recruitment incentives to teacher candidates who sign an employment contract. Such signing bonuses shall be given at the discretion of the District to encourage the employment of teachers in critical areas.

20.21 In addition to the salaries set forth in Schedules A-C, Board Certified Behavior Analysts (BCBAs) and School Psychologists shall receive a stipend of \$5,000 per year.

ARTICLE 21

TIME REQUIREMENTS

21.1 The in-school work year for employees who are employed on a 10 month basis shall be 188 days, or as prescribed by State law; on an 11 month basis 207 days; on a 12 month basis 222 days. (For termination pay-off purposes, 261 days will be used for 12 month employees.) The parties agree to meet to discuss local salary adjustments to be made should the number of days be increased or reduced by the State.

21.1.1 In the case of weather or other emergency closure, the District may designate such day(s) as remote/virtual learning day(s) for students and staff. Such day(s) shall be included as part of the 188 day teacher work year. In the event that such days are not remote/virtual, teachers may accrue professional development hours that may be used in lieu of teacher only make up days.

21.2 The above stated maximum number of work days for each category may be extended 3 or 4 additional days for new employees for the purpose of orientation and in-service education.

21.3 Employees shall not be required to "clock in or out". The Building Administration and staff shall determine the mechanism for indicating arrival and presence in the building. Should an employee find it necessary to be absent, the employee shall notify the appropriate administrator in accordance with administrative regulations. In no event shall employees be required to, nor shall they, obtain their own substitutes.

21.4 Employees may leave the building during planning and preparation time or duty-free lunch after notifying the main office in accordance with an agreed upon mechanism.

21.5 The normal/regular 7.5 hour daily work schedule will be determined by the administration and employees at each individual site based on bus deliveries, programs, security and safety of children. Preliminary schedule decisions will be made by June 1.

- 21.6 Building-specific special teaching assignment and specialist employee's schedules will be determined by the employee and the immediate supervisor based on meeting student and programmatic needs. Once schedules have been determined they will be discussed with the staff.
- 21.7 Employees shall have a daily duty-free lunch period of not less than 30 minutes, in addition to planning and preparation time. The duty-free lunch shall occur during the time scheduled for student lunches, except when mutually agreed upon by the employee and the administration.
- 21.8 Meetings
- 21.8.1 Except in the case of emergency, teachers may be required to attend 2 meetings per month beyond the standard workday, without additional compensation. Morning meetings shall not begin sooner than 45 minutes before the student day; afternoon meetings shall not end later than 60 minutes beyond the student day.
- 21.8.2 An agenda for any meeting shall be provided to employees (1 day in advance of the meeting, except in the case of an emergency meeting.) Employees shall have an opportunity to recommend that items be placed on the agenda.
- 21.8.3 A teacher having information directly related to an IEP meeting has the right to attend, provided coverage can be arranged, or to provide written input prior to the meeting. The Administrator will make every effort to arrange the necessary coverage for the teacher's class while the teacher is attending the meeting.
- 21.9 A calendar for the District and for each building shall be established by September 1 of each year. They shall be collaboratively developed by representatives of the District and Association. As other activities involving employees are scheduled, notice shall be given as far in advance as practicable.
- 21.10 Planning and Preparation Time
- 21.10.1 All instructional employees in the District shall have a minimum 45 minute planning period per day within the regular pupil day and incorporated in the master schedule, except in case of an abbreviated day due to inclement weather, an emergency drill, or evacuation. In addition, common planning time will be scheduled within the teacher day for employee collaboration. If block scheduling or other major schedule change occurs, there will be a meeting between the administration and a liaison committee to determine a reasonable amount and method of apportioning of planning time. Specialists (nurses, EDs, guidance counselors, and psychologists) have the responsibility to manage and schedule their 45 minute planning time while meeting their professional responsibilities. This may mean that the uninterrupted 45 minute planning time within the pupil day is not ensured each day depending on the needs of the students on a particular day.
- 21.10.2 Principals shall make a reasonable effort to assign employees on teaching teams to the same planning and preparation time period.
- 21.10.3 Where a departmentalized schedule is used, the principal shall make every reasonable effort to limit the number of an employee's teaching preparations per day to 3.
- 21.10.4 Elementary teachers will be provided a minimum of three hours, two times per school year to engage in planning, grading, or other activities as deemed necessary by the teacher and agreed upon by the building administrator. Those days will be scheduled either on a Professional Development day or scheduled student-half day.
- 21.10.5 When a special education teacher identifies a unique need for release time for the purpose of IEP paperwork and/or meetings, a conversation between the teacher and building administrator will occur to determine if substitute coverage is necessary. A

recommendation will be made to the Supervisor of Special Education Services who may approve the hiring of a substitute based on the recommendation made.

- 21.11 Whenever possible, all notices to delay or cancel school openings shall be transmitted not later than 6:00 A.M. for announcement over local radio stations and the Automated Telephone Message System. In the event of delayed openings, the normal starting time for employees will be adjusted by the amount of the delay.
- 21.12 Employees shall not normally be required to collect money for community drives, student contributions or charities, money for school banks, PTA dues, student pictures, or student insurance. This provision does not apply to collection of envelopes without regard to content.
- 21.13 Lesson Plans
- 21.13.1 Employees shall maintain up-to-date lesson plans. Employees shall not be required to submit daily or weekly lesson plans, but such plans shall be made available to the principal upon request. Teachers will not be required to follow a particular format unless the requirement is imposed consistent with the teacher evaluation system.
- 21.13.2 In the event an employee is absent, and the absence is expected, lesson plans for up to three (3) days shall be available for the substitute. Such plans shall be sufficiently detailed for the substitute to provide a productive lesson. Class lists, lesson plans, and the teacher's daily schedule shall be easily available on the teacher's desk for the substitute. In addition, each employee shall provide the principal with a one (1) day emergency plan, which could be implemented at any time during the year.
- 21.14 As a professional, each employee is expected to devote to his/her assignment the time necessary within and beyond the normal in-school work day (see Article 21.5) to meet the employee's professional responsibility as has been traditional practice in the profession. Employees are expected to attend 2 open houses, if scheduled, per school year. For one of the two open houses, the building administrator will provide flex time if it occurs prior to the first student day.
- 21.15 During the first professional development days, employees shall have their room available at least 1 complete day without meetings for room preparation.
- 21.16 Prior to the start of the school year, school nurses may be scheduled up to five (5) work days, if they so choose, in order to complete tasks specific to their nursing duties. Schedules will be mutually agreed upon by the nurse and his/her supervisor. Nurses will be paid for these hours at their regular rate of pay.

ARTICLE 22

PROCEDURES REQUIRING SIGNATURES

- 22.1 New employees shall receive and be required to sign the following documents:
- Constitutional Oath
 - Drug Free Workplace
 - Acceptable Use Policy
 - Concern Policy
 - Employees with Disabilities
 - 504 Compliance
 - Harassment Policy
 - Smoking Ban
 - HIV

- 22.2 On an annual basis all employees may receive and be required to sign the following documents:
- OSHA Right to Know
 - IDEA Reauthorization
 - 504 Information
 - AUP Acceptable Use (One Time)
 - DFS
 - Epilepsy
 - Faculty Handbook
 - Wellness Center/Social Services
 - School Improvement Plan
 - Professional Development Plan
 - Building Calendar

ARTICLE 23

COLLABORATION

- 23.1 The Board and the Association recognize the importance of employee input in making decisions with regard to school programs and goals and that such a relationship can foster a collegial exchange of information that is necessary for effective professional practice and can improve the educational process.
- 23.2 Each school shall establish a School Achievement Team [SAT], comprised of building administrators, teachers, district administrators and community members. Its function is to implement, monitor, and evaluate activities which will fulfill the district's Strategic Plan through the development of the School Improvement Plan.
- 23.3 The Board and the Association support local school planning and encourage flexibility that results in improved services to students. To this extent, every effort will be made to give full consideration to individual school requests.

ARTICLE 24

TECHNOLOGY

- 24.1 The Board and the Association recognize the importance of technology in the instructional process to foster student achievement.
- 24.2 The District shall make a good faith effort to ensure fair and equitable distribution of technology resources (smart boards, LCDs, TVs, phone lines, etc.) among all schools.
- 24.3 Employees' acceptable use of technology shall be governed by the present State Acceptable Use Policy which is attached to this Agreement.

ARTICLE 25

MISCELLANEOUS

- 25.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination. The Association and the District shall share equal responsibility for applying this provision of the Agreement.

- 25.2 If a faculty requests an exception to the terms of the Agreement, the building principal will request a contract waiver in writing (see Appendix C). The Superintendent or designee will meet with the Association President(s) to review the waiver request and try to reach a mutually agreeable position. If a mutually agreeable position cannot be reached, the terms of this Agreement shall remain in force.
- 25.3 If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 25.4 If any provision or the application of any provision of this Agreement is held to be contrary to law, the Association and the Board shall, to the extent possible in light of the nature of the invalidity, meet to re-negotiate the altered portion of this Agreement.
- 25.5 If any administrative rule or regulation or Board policy shall be inconsistent with the provisions of this Agreement, this Agreement, during its life, shall be controlling over the inconsistent language in such administrative rules and regulations or Board policy.
- 25.6 Nothing in this Agreement which changes existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.
- 25.7 Notices under this Agreement shall be given by either party to the other by certified third party delivery as follows:
- | | |
|------------------------|---|
| To the Board at: | Appoquinimink School District
Tony J. Marchio Administrative Offices
313 South Fifth Street
Odessa, DE 19730 |
| To the Association at: | Local Association President's Work Site |
- 25.8 Copies of this Agreement shall be printed at the expense of the Board. An electronic copy of the contract will also be available for all employees. The Association shall receive 50 copies for distribution.
- 25.9 As part of the negotiations process, the parties agree that it is important for employees to model appropriate dress in order to establish a professional environment in our schools that is conducive to learning and to promoting the expectation of good behavior. It is further agreed that should an employee wear what is considered by his administrator to be inappropriate attire, that he shall be so advised by the administrator. Such discussion shall not be reflected in evaluations nor result in any discipline, unless the behavior persists, at which time a meeting will take place between the employee, the administrator, the Director of Human Resources and an Association Representative of the employee's choice.

ARTICLE 26

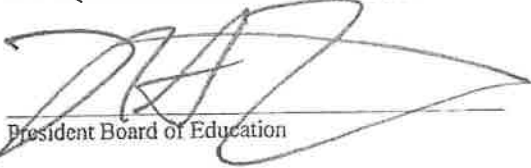
DURATION OF AGREEMENT

- 26.1 This Agreement shall be in effect as of September 8, 2020, and shall continue in effect until August 31, 2023.
- 26.2 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association and shall not be extended to any other employee organization so long as the Association remains the exclusive representative of the employees.

26.3

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

APPOQUINIMINK BOARD OF EDUCATION



President Board of Education

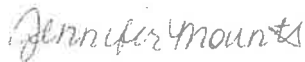


Executive Secretary of the Board

APPOQUINIMINK EDUCATION ASSOCIATION,
AFFILIATE OF DSEA/NEA

Jennifer O'Brien

President of the Association



Secretary of the Association

APPENDIX A

LEAVES OF ABSENCE

State law governing leaves of absence can be accessed online at <http://delcode.delaware.gov/index.shtml>
Refer to Title 14, Chapters 13 and 51.

APPENDIX B

TUITION REIMBURSEMENT

REQUIREMENTS/PROCEDURES:

1. Applicants must be District teachers on permanent or temporary contracts. Employees who work less than full-time shall receive one-half the amount of reimbursement.
2. Reimbursement is limited to non-administrative employees.
3. The graduate course(s) taken must be directly related to education.
4. Proof of payment and of successful completion of the graduate course(s) must be submitted to the Human Resources Director or his/her designee before reimbursement is made. Successful completion is defined as a grade "B" or better.
5. The amount of reimbursement cannot exceed the tuition rate charged to a Delaware resident who takes a course at the University of Delaware. Please do not include charges such as registration fees, late fees, books, etc.
6. A separate application must be made for each graduate course. The formula for tuition reimbursement payments will be applied to all eligible participants. An explanation of the State mandated formula follows. Applications will be available electronically.

The District shall make every effort to reimburse at least six credit hours per year. If there are funds remaining, the District shall offer reimbursement for courses beyond the six credit hours per year.

Tuition reimbursement payments must be in accordance with the procedure prescribed by State law:

. . . In the event that any district's allocation is not sufficient to provide total reimbursement to all eligible employees, the district shall pro-rate the funds so that each eligible employee receives a share of the total district allocation equal to the individual employee's reimbursable expenditure divided by the total reimbursable expenditure of all employees in the district multiplied by the district allocation. Funding for each school district shall be divided into two equal parts. The first one-half shall be prorated as described above among eligible employees who complete their courses prior to February 1 The second one-half shall be prorated as described above among eligible employees who complete their courses prior to June 15 In the event that funds remain in the either half year, the district shall be authorized to reallocate those funds to reimburse eligible employees in the other portion of the year who did not receive full reimbursement

APPOQUINIMINK SCHOOL DISTRICT
Tony J. Marchio Administrative Offices
313 South Fifth Street
Odessa, DE 19730

APPLICATION FOR APPROVAL OF REIMBURSEMENT OF TUITION PAYMENT

(A separate application must be used for each course.)

PRIOR APPROVAL must be granted by the applicant's immediate supervisor and the Director of Finance or his/her designee before the applicant enrolls in the graduate course or the reimbursement will not be possible.

Name _____

Current Building _____ Specific Assignment _____

Area of Certification _____

Graduate Course Number and Title _____

University/College _____

Duration of Course _____ To _____

Number of Credits _____ Cost per Credit _____

TOTAL COST _____

Explanation as to how this course relates to education: _____

Signature _____ Date _____

I do _____ I do not _____ recommend approval.

Immediate Supervisor's Signature _____ Date _____

_____ Approval is granted _____ Approval is denied

Signature _____ Date _____

APPENDIX C

APPOQUINIMINK SCHOOL DISTRICT
Tony J. Marchio Administrative Offices
313 South Fifth Street
Odessa, DE 19730

REQUEST FOR CONTRACT WAIVER

School _____ Principal _____

Date _____

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

Article(s): _____

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

3. State proposed duration of the waiver request:

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

Superintendent's Signature or
Designee's Signature

AEA Presidents' Signatures

APPENDIX D

GRIEVANCE FORM

APPOQUINIMINK SCHOOL DISTRICT
Tony J. Marchio Administrative Offices
313 South Fifth Street
Odessa, DE 19730

LEVEL ONE- informal conversation with supervisor

LEVEL TWO

Date of Alleged Violation of Contract or Board Policy:
Contract Article:
Contract Section:
Contract Paragraph:
Board Policy Section:

GRIEVANCE:
_____ Individual
_____ Association
_____ Class
_____ Building
_____ Assignment

Statement of Grievance:

Remedy Sought:

Date: _____ Grievant's Signature: _____

Date Received: _____

Supervisor's Decision:

Date: _____ Supervisor's Signature: _____
(Supervisor returns all copies to Grievant)

Date Received: _____

_____ Decision Satisfactory

_____ Decision is appealed to Level Three for the following reason:

Date: _____ Grievant's Signature: _____

LEVEL THREE

Date Received: _____

Date of Hearing: _____

Superintendent's (Designee's) Decision:

Date: _____ Superintendent's Signature: _____
(Supervisor returns all copies to Grievant)

.....

Date Received: _____

_____ Decision Satisfactory

_____ Decision is appealed to Level Four for the following reason:

Date: _____ Grievant's Signature: _____

LEVEL FOUR

After such hearing, if the individual is not satisfied with the decision at Level Three, the matter may be submitted to grievance mediation.

Date Received: _____

Date of Mediation Session: _____

_____ Dispute Resolved

_____ Grievance is appealed to Level Five for the following reason:

Date: _____ Grievant's Signature: _____

LEVEL FIVE

After mediation, if the individual is not satisfied with the outcome at Level Four, and the Association determines that the grievance is meritorious it may submit the grievance to final and binding arbitration as prescribed by Article 3 of this Agreement.

APPENDIX E

District Peer Review Committee

The Appoquinimink School District implements a prohibition of any use of corporal punishment and the use of aversive behavior interventions for students with disabilities. However, in an effort to address the behavior support needs of individual students with cognitive disabilities and those employees charged with their care and education, a request for use of physical restraint, time-out procedures and/or other behavioral interventions that are otherwise legal may be proposed. Such requests for the use of approved intrusive interventions will not be considered punishment techniques for inappropriate behaviors such as hitting; kicking; slapping; and pinching.

The Peer Review Committee is established for the following purposes:

- Review the usage of restraint to insure that procedures were followed and techniques were properly used. After an intervention has been implemented, a report will be submitted by the principal to the Office of Student Services. This report will initiate a meeting of the Peer Review Committee to review the incident and insure the procedures were followed and proper techniques were utilized.
- Make recommendations to an IEP Team on appropriate intervention strategies and endorse the use of interventions as part of the crisis management component of a behavior support plan. An IEP Team may request the Peer Review Committee to review the current behavior support plan and make additional recommendations for interventions that follow positive behavioral support.
- Provide recommendations to individual students IEP Team regarding the student's behavior which results in physical injury or imminent risk of physical injury. This request shall be made by the Appoquinimink Education Association (AEA), Appoquinimink Educational Support Professionals Association (AESP) and/or Delaware State Education Association (DSEA) on behalf of a member or the principal of the school. Such request shall be submitted on a form agreed to by the parties.

When a student with cognitive disabilities, who does not adhere to the Student Code of Conduct, is exhibiting a pattern of behavior which results in physical injury or the imminent risk of physical injury to other students, teachers, instructors or others, a request for additional professional development or training for the protection of employees and/or the student may be submitted to the Peer Review Committee.

A Pattern of Behavior which results in a physical injury or the imminent risk or potential of physical injury to the student or others is defined as a continuous behavior that has resulted in injury to the student and/or others over an extended period of time. Requests for specific recommendations from the Peer Review Committee must show evidence that the student with disabilities has not responded over a period of time to continued efforts to address their problematic behavior through positive behavior support technology.

Peer Review Committee has the authority to:

- Provide recommendations to individual students' IEP teams regarding the student's behavior which is harmful to themselves and/or others;
- Respond to either providing recommendations or approving requests to situations in which alternative interventions based in positive behavior support technology either cannot responsibly be employed and there is a need to (a) protect student from physical injury; (b) protect another student or teacher or any person from physical injury; and/or (c) protect the property of the school.

No member of the Peer Review Committee can serve on the IEP Team, except for the Director of Student Services. The Peer Review Committee shall include, but not be limited to, the following members:

- Two District Psychologists;
- the Director of Student Services;
- the Assistant to the Superintendent;

- an External Expert who is trained and experienced in the education and habilitation of students with severe disabilities and problematic behaviors;
- a District Social Worker;
- a Special Education Teacher and/or a Paraprofessional who is trained and experienced in the education of children with severe disabilities; (if request is made by AEA/AESP/DSEA on behalf of a member)

If there is a medical or physical issue, the Committee may request the IEP Team to have a medical review of the interventions as it relates to the child's disability.

Committee Procedures

Requests for specific recommendations from the Peer Review Committee must be made in writing by the Association to the Director of Student Services. The Committee will meet within 15 calendar days of the request and written approval or recommendations will be submitted to the IEP Team within five calendar days of the Committee meeting.

IEP Team Procedures

Once the approval or recommendations are transmitted to the IEP Team, the Team will make every effort to meet within 20 calendar days to either implement the approved interventions or the specific recommendations.

SCHEDULE A
2020 – 2021
Local Only

PAY STEP	NO DEGREE	BACHELOR	BACHELOR+15	BACHELOR+30	MASTERS	MASTERS +15	MASTERS +30	MASTERS +45	DOCTORATE
1	12,236	13,260	13,512	13,886	14,405	15,013	16,224	16,915	17,781
2	12,277	13,505	13,852	14,367	14,802	15,583	16,789	17,485	18,349
3	12,440	13,782	14,130	14,648	15,082	15,946	17,152	17,851	18,715
4	12,559	14,077	14,426	14,946	15,378	16,468	17,538	18,231	19,096
5	13,299	14,858	15,203	15,719	16,151	17,192	18,404	19,096	19,956
6	14,214	15,685	16,034	16,555	16,990	18,113	19,325	20,019	20,886
7	15,279	16,669	17,026	17,553	17,996	19,212	20,432	21,133	22,005
8	16,149	17,457	17,810	18,340	18,783	20,089	21,305	22,005	22,879
9	16,849	18,245	18,598	19,122	19,704	21,096	22,314	23,015	23,887
10	17,553	19,030	19,387	19,911	21,392	22,867	24,154	24,787	25,659
11	18,310	19,875	20,230	20,751	22,246	23,809	25,628	25,731	26,606
12	19,504	21,077	21,642	22,184	24,049	25,628	26,863	27,546	28,469
13	20,189	21,766	22,336	23,076	25,284	26,863	28,099	28,814	29,704
14	20,881	22,459	23,029	23,765	26,517	28,099	29,333	30,050	30,939
15	21,571	23,151	23,718	24,459	27,557	29,136	30,569	31,285	32,171
16	21,917	24,102	24,672	25,593	29,192	30,739	31,847	32,410	33,210
17	22,229	24,414	24,984	25,905	29,504	31,051	32,159	32,722	33,522

SCHEDULE B
2021 – 2022
Local Only

PAY STEP	NO DEGREE	BACHELOR	BACHELOR+15	BACHELOR+30	MASTERS	MASTERS +15	MASTERS +30	MASTERS +45	DOCTORATE
1	12,481	13,525	13,782	14,164	14,694	15,314	16,549	17,253	18,136
2	12,522	13,775	14,129	14,654	15,098	15,894	17,125	17,835	18,716
3	12,689	14,058	14,413	14,941	15,383	16,265	17,495	18,208	19,089
4	12,810	14,359	14,714	15,245	15,685	16,797	17,889	18,596	19,478
5	13,565	15,156	15,507	16,034	16,474	17,536	18,772	19,478	20,355
6	14,498	15,998	16,355	16,886	17,330	18,475	19,711	20,419	21,303
7	15,584	17,002	17,366	17,904	18,356	19,596	20,840	21,556	22,446
8	16,472	17,806	18,166	18,706	19,159	20,491	21,731	22,446	23,336
9	17,186	18,610	18,970	19,504	20,098	21,518	22,760	23,476	24,365
10	17,904	19,411	19,775	20,310	21,820	23,324	24,637	25,283	26,173
11	18,676	20,272	20,634	21,166	22,690	24,285	26,140	26,245	27,138
12	19,895	21,499	22,075	22,628	24,530	26,140	27,400	28,097	29,038
13	20,593	22,201	22,783	23,538	25,790	27,400	28,661	29,391	30,298
14	21,299	22,909	23,489	24,240	27,048	28,661	29,919	30,651	31,558
15	22,002	23,614	24,192	24,948	28,108	29,718	31,180	31,910	32,815
16	22,355	24,584	25,165	26,105	29,776	31,354	32,484	33,058	33,874
17	22,673	24,902	25,484	26,423	30,094	31,672	32,802	33,376	34,192

SCHEDULE C
2022 - 2023
Local Only

PAY STEP	NO DEGREE	BACHELOR	BACHELOR+15	BACHELOR+30	MASTERS	MASTERS +15	MASTERS +30	MASTERS +45	DOCTORATE
1	12,730	13,796	14,058	14,447	14,987	15,620	16,880	17,598	18,499
2	12,773	14,050	14,411	14,947	15,400	16,212	17,467	18,191	19,090
3	12,942	14,339	14,701	15,240	15,691	16,590	17,845	18,572	19,471
4	13,067	14,646	15,009	15,550	15,999	17,133	18,246	18,968	19,868
5	13,836	15,459	15,817	16,354	16,803	17,887	19,147	19,868	20,763
6	14,788	16,318	16,682	17,223	17,677	18,845	20,106	20,827	21,729
7	15,896	17,342	17,714	18,262	18,723	19,988	21,257	21,987	22,895
8	16,801	18,163	18,530	19,081	19,542	20,900	22,165	22,895	23,803
9	17,530	18,982	19,349	19,894	20,500	21,948	23,215	23,945	24,852
10	18,262	19,799	20,170	20,716	22,256	23,791	25,130	25,789	26,696
11	19,050	20,678	21,047	21,589	23,144	24,771	26,663	26,770	27,681
12	20,292	21,929	22,517	23,080	25,020	26,663	27,948	28,659	29,619
13	21,004	22,645	23,238	24,009	26,306	27,948	29,235	29,978	30,904
14	21,725	23,367	23,959	24,725	27,589	29,235	30,518	31,264	32,189
15	22,442	24,086	24,676	25,447	28,670	30,313	31,804	32,549	33,471
16	22,802	25,075	25,668	26,627	30,371	31,981	33,133	33,719	34,551
17	23,127	25,400	25,993	26,951	30,696	32,306	33,458	34,044	34,876

SCHEDULE D

EXTRA PAY FOR EXTRA RESPONSIBILITY (EPER)

1. The District will determine the extra curriculum activities that will be hired as Extra Pay for Extra Responsibility. When these EPER positions are filled, employees will be paid in accordance with Schedule D which is attached hereto and made a part hereof. All club advisors shall be paid in accordance with this schedule. The District will notify employees by the beginning of each school year which fall season or full year EPER positions will not be filled, and by October 1 for all other seasonal positions. Schedule D may, at request of either party, be reopened for the specific purpose of adding a new position.

2. Seasonal and Full Year EPER positions will be paid as follows:
 Seasonal (not full year) will be paid at the end of their season;
 Payment for full time or school year long positions: one (1) pay in November and one (1) pay in July.

1. Credit on the EPER salary schedule shall be granted for similar experience within the State of Delaware.

APPOQUINIMINK ATHLETIC EPER PAY SCALE

<u>Category</u>	<u>0-4 years</u>	<u>5-10 years</u>	<u>11+ years</u>
A	\$4650	\$5078	\$5578
B	\$3750	\$4150	\$4550
C	\$2640	\$2900	\$3200
D	\$1720	\$1860	\$1975

- A Football, Head (HS)
- B Baseball, Head (HS)
- B Basketball, Head – Boys (HS)
- B Basketball, Head – Girls (HS)
- B Cross Country, Head – Boys (HS)
- B Cross Country, Head – Girls (HS)
- B Field Hockey, Head (HS)
- B Football, Assistant (HS)
- B Football, Assistant (HS)
- B Lacrosse, Head – Boys (HS)
- B Lacrosse, Head – Girls (HS)
- B Soccer, Head – Boys (HS)
- B Soccer, Head – Girls (HS)
- B Softball, Head (HS)
- B Swimming, Head – Boys (HS)
- B Swimming, Head – Girls (HS)
- B Track, Head – Boys (HS)
- B Track, Head – Girls (HS)
- B Volleyball, Head (HS),
- B Wrestling, Head (HS)
- C Basketball, Freshman – Boys
- C Basketball, Freshman – Girls
- C Basketball, JV – Boys
- C Basketball, JV - Girls
- C Cheerleading, Head – Competition
- C Cheerleading, Head – Fall
- C Cheerleading, Head – Winter
- C Football, Assistant (JV)
- C Football, Assistant (JV)
- C Football, Freshman

- C Tennis, Head - Boys (HS)
- C Tennis, Head - Girls (HS)
- C Track, Winter - Boys
- C Track, Winter - Girls
- C Wrestling, Assistant
- D Athletic Director (MS)
- D Baseball, Assistant
- D Baseball, Freshman
- D Baseball, JV
- D Baseball, JV
- D Cheerleading, Assistant (Fall)
- D Diving, Head
- D Field Hockey, Assistant
- D Golf, Head
- D Lacrosse, Assistant - Boys
- D Lacrosse, Assistant - Girls
- D Soccer, Assistant - Boys
- D Soccer, Assistant - Girls
- D Soccer, Freshman - Boys
- D Soccer, Freshman - Girls
- D Softball, Assistant
- D Softball, Freshman
- D Softball, JV
- D Softball, JV
- D Special Olympics (HS, MS, &ES)
- D Track, Assistant - Boys
- D Track, Assistant - Boys
- D Track, Assistant - Girls
- D Track, Assistant - Girls
- D Volleyball, Assistant
- D Volleyball, Freshman

APPOQUINIMINK ACADEMIC EPER PAY SCALE

<u>Category</u>	<u>0-4 years</u>	<u>5-10 years</u>	<u>11+ years</u>
A	\$2685	\$3085	\$3485
B	\$1700	\$1900	\$2200
C	\$1345	\$1745	\$2145
D	\$1195	\$1595	\$1995
E	\$ 630	\$ 780	\$ 930
F	\$ 400	\$ 550	\$ 700

- A Grade Leaders (MS) – (1 per grade 6,7,8)
- A Grade Level Chair/Leader (ES, ECC)
- A Maximum of 7 (MS) dept. chairs/team leaders
- A Maximum of 9 (HS) dept. chairs
- A Technology Coordinator (2) (HS)
- A Theatrical Director - Spring Musical (HS)
- B 11th / 12th Grade Advisor
- B Newspaper Advisor (HS)
- B Stage Technician - Spring Musical
- B Technology Coordinator – (MS & ES)
- B Videographer (MVP)
- B Vocal Director (HS)
- B Yearbook Advisor (HS)

C 8th Grade Advisor (MS)
 C Band Front (HS)
 C Band Front (Percussion)
 C Detention Supervisor (HS & MS)
 C Honor Society Advisor (HS)
 C Related Arts (MS)
 C Robotics Club (2) (HS)
 C Student Government Advisor (HS)
 C Student Government Advisor (MS)
 C Student Services (MS)
 C Technology Coordinator (ECC)
 D 9th / 10th Grade Advisor (HS)
 D Academic Bowl Advisor (HS)
 D Accompanist, Musical (HS)
 D Art Club (HS)
 D Band (MS)
 D Best Buddies Advisor
 D Black Student Union (HS)
 D Chess Club (HS)
 D Co-Curricular Activities Advisor (HS & MS)
 D Computer Club (MS)
 D Costume / Makeup Designer – Spring (HS)
 D Debate Club (HS)
 D Drama Club (MS)
 D Environmental Club (HS)
 D FEA Club (HS)
 D French Club (HS)
 D Gay Straight Alliance (HS)
 D German Club (HS)
 D Interact Club (HS)
 D Intramurals (2 per season per school) (MS)
 D Literary Club (HS)
 D Math League Advisor (HS & MS)
 D Musical Director (ES)
 D National Junior Honor Society (MS)
 D Newspaper Advisor (MS & ES)
 D Odyssey of the Mind Coach (OM) (HS, MS & ES)
 D Rocket Club (HS)
 D Scenic Design Tech – Spring Musical (HS)
 D Science Olympiad (HS & MS)
 D Spanish Club (HS)
 D Stage Technician – Fall (HS)
 D Step Club (MS)
 D Step Team (HS)
 D Student Government Advisor – TSA (MS)
 D Technology Student Association (TSA) (HS)
 D Test Support (HS, MS)
 D Theatrical Director – Fall (HS)
 D Theatrical Director, Assistant – Spring Musical (HS)
 D Vocal Director (MS)
 D VSO Advisor (HS & MS)
 D Weightlifting (HS)
 D Yearbook Advisor (MS & ES)
 D YELL/SADD Advisor (HS)
 E Clubs (3 per season for each Elem School)
 E Musical Choreographer (ES)

E Musical Technical Director (ES)

Stipend Positions and Amounts

- Content Area Leads (ECC, ES): \$1,500
- Concert Work (ES): Up to two (2) music teachers at \$33.00/hour for up to two (2) hours, and up to three (3) support staff at \$20.00/hour for up to two (2) hours per concert.

Schedule E

<u>Title</u>	<u>Stipend</u>	<u># of mos worked</u>	<u>Total</u>
Athletic Director (HS)	\$550 x mo worked	11	\$6050
Athletic Director, Assistant	\$400 x mo worked	10	\$4000
Athletic Director, Assistant	\$400 x mo worked	10	\$4000
Band Director (Marching, Concert)	\$500 x mo worked	10	\$5000
Band Director , Assistant	\$300 x mo worked	10	\$3000

ADDENDUM #1

TEACHER PLANNING AND PREPARATION TIME

As part of the negotiations process, the parties agree that it is important for teachers to have sufficient time for planning and preparation. The parties commit to providing as much planning time as possible using the following opportunities:

1. Make a conscious effort to protect individual planning time at all costs.
2. Have assigned district administrator review the District's current 504 process in an effort to improve the process and find better practices. Such review will include articulating who is legally required to attend 504 meetings.
3. Look at other districts' contracts and schedules as possible models on how to allot more than forty-five (45) minutes of planning/prep time each day.
4. Allow option for teachers to have full day(s) of release time to conduct multiple IEP meetings on a given day. Teachers should submit requests through School Success Plans (SSPs).
5. Determine how to meet needs of IEP meeting requirements at the building level.
6. Create a place for sharing of lesson plans (optional for teachers to participate) where teachers might access others' lesson plans for their own classes.
7. Provide PD for administrators, teachers, and those who set up IEP meetings, about who is required/mandated by law to attend such meetings. Ensure that all involved have a common understanding.
8. Ensure administrators understand impact of requesting response to multiple questions as follow up to walkthroughs.
9. Reduce daily duties.
10. Use the current contract waiver process for flexibility in planning time.
11. When needing more time for things that arise, lean towards taking PLC vs. individual planning time.

Additionally, as part of this addendum, the parties agree to incorporate the following guidelines previously established by the parties to address the interruption and loss of teacher planning time.

1. This resolution proposal applies to 504 meetings, as well, so teams should include 504s in discussions.
2. Each building decides what is best for their school.
3. Each school team/committee (7-9 people) will consist of administrator(s), ED, counselor, AEA Rep (selected by AEA), and 3-5 teachers affected by the issue. – Administration will seek volunteers and diversity (diff subject areas and/or grade levels) on team is encouraged.
4. Teams are encouraged to use the Interest-Based Process and Consensus Decision-Making.
5. A list of best practices will be distributed to each school – both parties (AEA and Admin) will contribute to the list.
6. Both parties commit to good faith effort in considering all options.
7. Even though some ideas/options may not be on "best practices" list, there are no non-negotiables.

ADDENDUM #2

SPECIAL EDUCATION SERVICES

As part of the negotiations process, the parties agree that is important to address issues in the area of special education in order to do what is best for all students. The parties commit to work collaboratively on the following options to improve delivery of special education services:

1. Professional development for teachers and administrators;
2. Written guidelines regarding best practice for student/teacher ratios in TAM/SAM classrooms;
3. Examination and sharing district-wide of what is working;
4. Newsletter from Special Education department to buildings frequently;
5. Utilize School Success Plans (SSPs) to provide release time for updates, co-planning, PD, observations, etc...;
6. Teachers given opportunity to offer input before decisions are implemented;
7. Special Ed department-led audits of schedules and workloads (including ability for teacher(s) to make request through building administrator(s) to receive audit);

Delaware State Laws and Regulations:

Lawful Authority of Teachers Over Pupils: <https://delcode.delaware.gov/title14/c007/index.shtml>

Reporting School Crimes: <https://delcode.delaware.gov/title14/c041/sc01/index.shtml>

Inspection of Personnel Files: <https://delcode.delaware.gov/title19/c007/sc04/index.shtml>

Mileage Rate: <https://delcode.delaware.gov/title29/c071/index.shtml>

DIAA State Regs: <https://regulations.delaware.gov/AdminCode/title14/1000/1009.shtml#TopOfPage>