

**AGREEMENT**

**BETWEEN THE**

**MILFORD SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**AND THE**

**MILFORD EDUCATION ASSOCIATION, DSEA/NEA**

**TEACHERS**

**2021 - 2023**

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**PREAMBLE**

This Agreement is entered into by and between the Board of Education of the Milford School District, Milford, Delaware, hereinafter called the Board, and the Milford Education Association affiliated with the Delaware State Education Association and National Education Association, hereinafter called the Association.

**ARTICLE I**

**RECOGNITION**

1.1 The Board hereby recognizes the Association as the exclusive Negotiating Representative for Public School Employees as defined in Title 14, Delaware Code, Chapter 40, as certified by the Department of Labor in the decisions of November 19, 1982, Case No. 155; and August 10, 1987, Case No. 178. Included in this contract are persons who are employed within the District; namely all Classroom Teachers, School Counselors, School Nurses, Librarians, Visiting Teachers, Psychologists, and other Certificated Professional personnel who do not fill Administrative and Supervisory positions. Excluded from this Agreement are persons who are employed within the District who are not represented by the Bargaining Unit as defined in the above cases.

**ARTICLE II**

**DURATION OF AGREEMENT**

2.1 This Agreement shall become effective at 12:01 a.m. July 1, 2021 and remain in full force and effect until 12:00 midnight, June 30, 2023. Should the Agreement expire, it shall remain in effect until agreement is reached on a successor Agreement. Either party to this Agreement shall, no later than February 1, 2021 submit to the other party, notice of proposed modification or additions hereto. Such notice shall be given to the other party, in writing, by certified mail.

**ARTICLE III**

**UNDERSTANDING OF THE PARTIES**

3.1 This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of required Negotiations 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.

- 3.2 This Agreement shall not be modified in whole or in part by the parties except by a Memorandum of Understanding (MOU) executed in writing by both parties.
- 3.3 If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.
- 3.4 If action is taken by the Department of Education, State Board of Education, or any state or federal legislation that would impact staff covered under this Contract, parties agree to meet and seek to renegotiate sections of this Contract dealing with action taken.
- 3.5 Copies of this Agreement shall be made available by the District on the District Website within 72 hours of board approval after the Agreement is signed. Copies of the initial Agreement will be distributed to MEA Executive Board members and notification of posted contract to all employees covered by the Agreement and new Employees thereafter.
- 3.6 No other document, written, or oral policy, directive, or committee decision generated within the District shall override or supersede this Agreement.

**ARTICLE IV  
GRIEVANCE PROCEDURE**

**4.1 DEFINITIONS**

A Grievance shall be defined as a written claim by a Grievant (Member) that the terms of this Negotiated Agreement have been violated, misinterpreted, or misapplied. In all Grievance matters, the remedy sought by resorting to this procedure shall be confined to those areas in which the Board has clear authority to act.

**4.2 WORK DAYS**

Work days are defined as those days the District Offices are open. Days are defined as calendar days

**4.3 TIME LIMIT**

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 Superintendent (in the case of

the Association's Grievance) within 10 (ten) 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. The number of days provided at each level within which to provide a hearing and a decision is a maximum and every reasonable effort should be made to expedite the process. Time limits may, however, be extended by mutual written agreement.

#### **4.4 NO REPRISALS**

It shall be the firm policy of the Board to assure that each Employee has an unobstructed use of the Grievance procedure without fear of reprisal or without prejudice of his/her employment status.

#### **4.5 REPRESENTATION**

**4.5.1** Grievant may at their option choose to represent themselves during all stages of this process or select a third (3<sup>rd</sup>) person to represent them. In no case shall the Grievant be represented by an Employee organization other than the Association.

**4.5.2** If the Grievant chooses to proceed without Representation, the Employer shall notify the Association of the place and the time of the hearing, and the Association shall have a right to be present and to state its views at all levels of this procedure.

**4.5.3** If the Employee elects to be Represented, the Employee must still be present at all levels 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.

#### **4.6 ASSOCIATION'S GRIEVANCES**

**4.6.1** All Grievances must identify the person(s) aggrieved or the person(s) who will be affected by the resolution of the Grievance and be signed by a Member of the Bargaining Unit. The Association may initiate a Grievance in its name when its rights under the Agreement are claimed to have been violated.

**4.6.2** If the Association files a Grievance as defined, it shall first be presented to the Superintendent within the time limits designated. The Superintendent

shall inform the Association as to the person and level at which the Grievance will first be heard. The Superintendent must respond to the Association within five (5) workdays after receipt of the Grievance or the matter will be scheduled at Level Three.

**4.6.3** All individuals in the group or class that will be affected by a Grievance filed by an individual or the Association shall be bound to any resolution that is accepted by the Association.

**4.6.4** Employees having a Grievance may attempt to resolve the matter with their Administrator/Supervisor, in an effort to resolve the problem informally. The Employee will request a meeting with the Administrator/Supervisor identifying the issue for potential grievance within ten (10) days from the time when the Employee knew or should have reasonably known of the occurrence of the situation which is the subject of the Grievance. The Administrator/Supervisor shall respond within five (5) workdays of the date of the informal meeting.

#### **4.7 LEVEL 1 –ADMINISTRATOR/SUPERVISOR**

**4.7.1** If the Employee does not choose to use the informal procedure or if the Employee is not satisfied with the disposition of their problem through the informal procedure, he/she shall submit their claim to the administrator/supervisor as a formal written Grievance on forms provided by the District, within ten (10) workdays of the administrator/supervisor's informal response. If the Employee does not use the informal process, then the Employee shall file the Grievance within fifteen (15) workdays of the occurrence on which the Grievance is based.

**4.7.2** The Administrator/Supervisor shall respond to the formal Grievance within ten (10) work days. The decision of the Administrator/Supervisor shall finally resolve the Grievance unless the aggrieved Employee appeals the decision in writing, within five (5) work days of receipt of the Level I decision or within five (5) work days from the expiration of the time limit within which the decision is to be made.

#### **4.8 LEVEL II - SUPERINTENDENT**

The Grievance will be discussed by the aggrieved Employee and the Superintendent, or Designee. If the aggrieved party is to be accompanied by legal counsel, the

Superintendent shall be notified at least ten (10) workdays in advance to permit the Superintendent to be advised by legal counsel if the Superintendent so chooses. The Superintendent shall give a written decision within ten (10) work days following the conclusion of the meeting on the Grievant matter.

#### **4.9 LEVEL III - BOARD OF EDUCATION**

The decision of the Superintendent shall finally determine the matter unless the aggrieved Employee appeals to the Board in writing within ten (10) workdays of receipt of the Superintendent's written decision. A hearing shall be granted upon receipt of a written request signed by the aggrieved Employee stating a desire for a hearing on the Grievance.

In such cases the Board will notify the aggrieved Employee as to the time and place of the hearing, taking into consideration the availability of the aggrieved Employee(s). The aggrieved Employee(s) involved in such hearing shall have the right:

**4.9.1** To be present at the hearing.

**4.9.2** To present testimony on the Employee's behalf.

**4.9.3** To give testimony on the Employee's own behalf.

**4.9.4** To question, either personally, through counsel, or by a representative of the local, state or national Association, any person giving testimony. (When legal counsel is to be used, the parties shall be notified in advance to permit the other party to be advised by counsel, if they so desire.)

**4.9.5** The Board shall hold a hearing on the Grievance within fifteen (15) workdays after receipt of the appealed Grievance to the Board. The Board shall submit its written decision within ten (10) workdays following the hearing on the appealed Grievance.

#### **4.10 LEVEL IV - SUBMISSION TO BINDING ARBITRATION**

The decision of the Board will finally determine the matter unless the Grievant submits a demand for arbitration within ten (10) workdays thereafter to the Public Employment Relations Board (PERB).

#### **4.11 PROCEDURES FOR ARBITRATION**

Following the Board's receipt of the demand for arbitration, the Board and the Grievant shall, within fifteen (15) workdays, petition the State for an independent Arbitrator in accordance with Section 4013 (c) of Title 14 of the Delaware Code. The petition shall state in reasonable detail the nature of the Grievance, the remedy requested, and the provisions

of the Agreement which the Grievant claims to have been misinterpreted, misapplied, or violated.

The Association's attorney shall represent the Grievant at the arbitration level.

#### **4.12 REDIRECTING PRINCIPLES**

No claim by an Employee or the Association shall constitute an arbitral matter or be processed through arbitration if it pertains to:

- 4.12.1** Any matter that according to law is either beyond the scope of Board authority or which is illegal for the Board to delegate.
- 4.12.2** Dismissal or discharge of an Employee or non-renewal of an Employee's contract.
- 4.12.3** Administrative decisions relating to the involuntary transfer or reassignment of an Employee when it is necessary to satisfy requirements of law, a court order, affirmative action programs mandated by State or Federal agency, or being the least senior in the building.
- 4.12.4** Any matter that is specifically excluded from arbitration in accordance with Section 4013 (c) of Title 14 of the Delaware Code.

#### **4.13 ARBITRABILITY**

- 4.13.1** If the Superintendent or his/her Designee disagrees as to the arbitrability of the dispute, he/she may request a conference to discuss the issue of arbitrability and to seek to resolve the differences between the parties.
- 4.13.2** If the disagreement over arbitrability persists, the Arbitrator appointed under the procedures set forth herein shall rule upon the question of arbitrability prior to hearing the merits of the dispute in question. The same Arbitrator shall schedule a second meeting to hear the dispute on its merits if the dispute is judged to be arbitrable.

#### **4.14 PROCEDURES**

- 4.14.1** Section 4013 (c) of Title 14 of the Delaware Code shall control the arbitration proceeding. A copy of the current language of Section 4013 (c) is attached as Appendix J. The Arbitrator's decision will be the final resolution.
- 4.14.2** The Arbitrator's decision, shall not amend, modify, nullify, ignore, or add to



the provisions of the Agreement and must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

#### **4.15 COST OF ARBITRATION**

**4.15.1** The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room will be equally shared by the Board and the Association in accordance with Section 4013(c) of Title 14 of the Delaware Code. Any other expenses incurred will be paid by the party incurring the same.

#### **4.16 MISCELLANEOUS**

**4.16.1** Where the parties mutually schedule Grievance proceedings during school time, persons proper to 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 subject to resolution through the Grievance procedure.

**4.16.2** The Association agrees that when a Grievance requires either multiple witnesses or grievant, the Association will 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.

**4.16.3** All documents, communications and records dealing with the processing of a Grievance shall be filed in a separate Grievance file. The Grievance form shall not be kept in the personnel file.

**4.16.4** The Employer shall provide the Association with copies of all written decisions at each level.

**4.16.5** It is understood that the 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.

**4.16.6** Forms for filing Grievances shall be prepared jointly by the employer and the Association. The Employer shall provide the forms to the Association so as to facilitate operation of the Grievance procedure. The forms can be found on the website ([www.milfordschooldistrict.org](http://www.milfordschooldistrict.org)) and in Appendix E.

**4.16.7** Hearings at any level of this procedure may be waived by mutual agreement

of the parties. Time limits may be extended by mutual agreement.

- 4.16.8** Grievances relating to suspension or involuntary transfers may be initiated at Level 2 of the Grievance procedure.

## **ARTICLE V**

### **NON-DISCRIMINATION**

- 5.1** The Milford School District is an Equal Opportunity Employer and does not discriminate in employment or in educational programs, services or activities on the basis of race, color, creed, religion, gender (including pregnancy, childbirth and related medical conditions), national origin, citizenship or ancestry, age, disability, marital status, veteran status, genetic information, sexual orientation, gender identity, or upon any other categories protected by federal, state, or local law.
- 5.2** The Board and the Association agree that they will not discriminate against any Employee covered by this Agreement by reason of the participation in any legally protected labor relations activities.
- 5.3** The personal life of an Employee is not an appropriate concern for action by the Board except as it may directly prevent the Employee from performing properly in the assigned functions.

## **ARTICLE VI**

### **LIAISON COMMITTEE**

- 6.1** The Association members of each School Building shall elect a Liaison Committee for each School which shall meet informally with the Principal at least once a month at a mutually convenient time, not concurrent with Committee Members' pupil contract obligations, for the duration of the school year, to discuss Building concerns and issues. A summary of each meeting, prepared by the Building Representative and the Principal, shall be forwarded to the Superintendent and emailed to Building Staff within five (5) workdays.
- 6.2** Said Committee shall consist of a minimum of three (3) and a maximum of six (6) Association members in the School Building. The building Membership shall identify Representatives on the School Liaison Committee.

**6.3** There shall be a District Liaison Committee open to the Association President and one (1) Teacher Representative from each School and one (1) Paraprofessional, one (1) Custodian and one (1) Secretary from the District. The Committee shall meet with the Superintendent or Designee. Such meetings shall be held monthly with the time and date mutually arranged by the Association President and the Superintendent. Building level issues that have not been addressed at the building level Liaison Committee meetings with the Principal will not be discussed at the District Liaison Committee meeting, except by mutual agreement.

**6.3.1** The District Liaison Committee will review Inclement Weather days and the effect of hours/days missed during the February, March, and April District Liaison Committee meetings. With prior notice to the MEA President, the Superintendent may invite additional administrators to participate in the discussion.

## **ARTICLE VII**

### **RIGHTS OF THE MILFORD EDUCATION ASSOCIATION**

**7.1** The Association shall have the right to use School Buildings at a time when Custodial Staff are normally on duty. Such use shall not require the assignment of additional personnel nor the extensive use of Custodians to prepare for and return facilities ready for normal school use following the meeting or event.

**7.2** The Association agrees to reimburse the District for actual costs incurred if School facilities are requested for use at a time when buildings are not normally in use and staffed with Custodial personnel.

**7.3** The Board agrees to permit the Association the exclusive use of one bulletin board in Faculty lounges for the purpose of posting official Association notices. The authorized Association Representative of each Building shall be responsible for the posting and removal of all such notices and the content thereof. All notices, prior to posting, shall be signed by the authorized Association Representative of that Building or Officer of the Association. The authorized Association Representative shall not be authorized to post material of a religious or political partisan nature.

**7.4** Duly authorized Representatives of the Association and their respective affiliates shall have the right to transact official Association business on School Property provided that this does

not interfere nor interrupt normal School operations in any way as reasonably determined by the Building Administrator/Superintendent.

**7.5** All Elected Officials and Representatives of the Association in each building may make reasonable use of planning and preparation periods, excluding the designated collaborative planning time, for the conduct of Association business. Designated collaborative planning time may be used if mutually agreed upon with Building Administration.

**7.5.1** The Building Representative(s) shall have the right to speak to Employees at the conclusion of regularly scheduled faculty meetings if the Representative notifies Building Administration at least two (2) days in advance of the scheduled meetings. The requirement for two (2) days advance notice may be waived by mutual agreement.

**7.6** The Association shall have the right to use School facilities and equipment, including computers, copiers, and fax machines normally provided for Employee use, when such equipment is not otherwise in use. The Association may use school business equipment within the following guidelines:

**7.6.1** The use of email, faxes, and photocopies to disseminate Association information.

**7.6.2** Copies of the Board of Education's minutes/agendas shall be made available at the time of issuance to the Board. Drafted minutes shall be made available for the MEA President within seven (7) calendar days of the Board meeting. Said minutes will be confidential and shared with nobody other than MEA Executive Board members.

**7.6.3** The use is strictly to service the legitimate business of the Association, such as the duplication of records, notices, correspondence, etc.

**7.6.4** Equipment shall not be removed from school buildings.

**7.6.5** The purpose is for the internal distribution of the Association.

**7.6.6** Supplies in connection with such equipment use will be furnished or paid for by the Association.

**7.7** The Association President or Designee shall be permitted to address new Employees during the orientation program. The Association will be given adequate time (1-1.5 hours during the regular day) to take new Employees to breakfast or lunch during one of the

orientation days.

- 7.8** The Association shall be granted ninety (90) minutes for the purpose of a general meeting during the working hours following the District opening program, of which sixty (60) minutes is to hold a meeting and thirty (30) minutes is for transportation time back to Member's respective School Buildings. Building Administrators will not schedule other activities during this time.
- 7.9** The Superintendent and Association President will agree on a day at the start of the school year during the second and third week in each school month, after the end of the normal workday that will be reserved for the Association to conduct Association business. The Administration will not schedule any meetings that may interfere with such meetings on these days. All Members involved in these meetings may leave their respective buildings following the departure of buses except on "in-service days."
- 7.10** Release time for any member of the Association who holds an office in the State Association shall be dictated by 14 Delaware Code, 1318. The Local Association President shall have a total of ten (10) days per school year of release time of which (5) days are transferable to other Association Officers to conduct Association business as determined by the Association. It is understood between the parties that this paragraph does not provide for Association activity of the above officers within school buildings during school hours. If a substitute is required, the Association shall pay the salary of such substitute. Days taken pursuant to this paragraph will not be charged against sick leave.
- 7.10.1** During the time of Contract Negotiations and Bargaining, the District will pay the salary of substitutes for up to five (5) Association members.
- 7.11** The Board will make the Staff Directory and the Board Policy Manual available online. All policy changes shall be forwarded to the Association President within five (5) work days of board approval. The Board shall also make the negotiated contract available online within ten (10) workdays of ratification by both parties.
- 7.12** Administration regulations and guidelines setting forth procedures for implementing Board policies that affect Employees shall be made available for informational and procedural purposes to said Employees.

- 7.13** The Board agrees to furnish the Association, in response to reasonable requests, all previously prepared public information concerning annual financial reports and audits, agendas, and minutes of Board meetings, that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the Employees and their students.
- 7.14** The Association, to the exclusion of all rival unions, shall have the exclusive use of the school mailboxes and interschool mail facilities.
- 7.15** The Board agrees that the MEA District liaison group and the Superintendent shall work together in the development of the District calendar. A draft of the proposed calendar must be sent out, by the District, to all Members ten (10) days prior to Board approval.
- 7.16** Each school year, a committee of Teachers and Administrators from each building will review the discipline policy. The Committee's recommendations shall be presented to the Board.
- 7.17** The Board, or Boards' Designee, shall provide to the Association the names and addresses of all hires and new hires to the Association President and Membership Chairperson each August, October, and January.
- 7.18** The MEA President may request access from the Personnel Office for documentation detailing representation of each bargaining unit interview committee.

## **ARTICLE VIII MANAGEMENT RIGHTS**

- 8.1** The Association recognizes the legal responsibility and authority of the Board to serve as the policy-making body for the District. The Board, therefore, maintains and exercises all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the Legislature of the State of Delaware. These include, but are not limited to, the determination of functions and programs, standards of service, utilization of technology, organization structure, and curriculum; the preparation of budgets, and the determination of the District's financial policies and accounting procedures; and the employment, assignment, transfer, promotion, discipline or discharge for cause of all District Employees, except as specifically modified by this Agreement.

- 8.2** All Administrative action necessary to implement Board decisions remains reserved to and exercised at the discretion of the Superintendent exclusively, except as specifically modified by the Agreement.
- 8.3** The Association recognizes the Administration's right to require regular and prompt attendance from its Employees as a condition of continued employment in the District. Any Employee who receives a dock in pay due to excessive absences or unexcused leave in two (2) years within a five (5) year cycle shall be subject to disciplinary action up to and including dismissal unless the absences were due to documented catastrophic circumstances.
- 8.4** The Association recognizes the Administration's right to require staff to meet all state requirements for certification and licensure including keeping their DEEDS webpage up to date and accurate and that failing to do so constitutes grounds for disciplinary action.
- 8.5** The Association recognizes the administration's right to require all new Teachers hired by the District to possess proper certification for their assigned area(s). Teachers with emergency certifications in their assigned area of teaching must follow the requirements to achieve regular certification as prescribed by the Delaware Code, Professional Standards Board. Whenever the District assigns Teachers outside their area of certification, the District will support and reimburse the teacher for multiple attempts to successfully complete any necessary certification exams within the timeframe of their emergency certificate.
- 8.6** All Employees will review, sign and follow the Acceptable Use Policy for Technology.

**ARTICLE IX  
EMPLOYEE PERSONNEL FILES**

- 9.1** The Employee's official file shall be maintained by the District administration.
- 9.1.1** The Employee, upon request to the Superintendent or Designee, may examine all material in said Employee's District personnel file except pre-employment references, which shall be removed from the file prior to examination by the Employee.
- 9.1.2** Material not restricted by provisions of paragraph 9.1.1 above, which would

adversely affect an Employee's current employment, reemployment by the District, or future employment by the District, or future employment elsewhere shall not be placed in the Employee's personnel file unless the Employee has had an opportunity to review said material. The Employee shall acknowledge this opportunity by signing the document that has been filed. The signing of the document in no way indicates agreement with the contents.

- 9.1.3** The Employee shall have the right to submit a written response to such material and that answer shall be attached to the file copy.
- 9.1.4** A copy of any material in the file except pre-employment references will be made available to the Employee upon request.
- 9.1.5** The personnel file shall not be taken from the personnel office by an Employee and shall be examined in the presence of the Superintendent or Designee.
- 9.1.6** The Employee may have an Association Representative present during the inspection of the materials in the file.
- 9.1.7** Upon written request to the Superintendent or Designee, an Employee may examine their personnel file and designate information which he/she feels should be discarded as obsolete or inappropriate to retain. Such information shall be reviewed jointly by the Employee and the Superintendent or Designee. Information shall be destroyed upon mutual agreement after reviewing the Delaware Public Archives' school district records retention schedule. On information that is not mutually agreed upon, the final decision on the retention or disposal of the material shall remain with the Superintendent and/or the Delaware Public Archives' school district records retention schedule.

## **ARTICLE X**

### **SALARIES**

- 10.1** The Board agrees to deduct the periodic Association membership dues uniformly required by the Association as a condition of acquiring or retaining membership in accordance with the Constitution and By-Laws of the Association from the salaries of Employees who individually and voluntarily certify that they authorize such deduction and who execute the "Authorization for Check-Off of Dues Form."



- 10.2** Such deductions and disbursements shall be made in compliance with Delaware Laws and under rules established by the State Treasurer.
- 10.3** The Association shall certify annually to the Board the current membership dues. Any change in the rate of membership dues shall be given to the Board in writing at least ninety (90) work days prior to the effective date of such change.
- 10.4** The Board shall provide for payroll deductions as allowable by the State of Delaware which may include, tax sheltered annuities, charitable organizations, and other deductions as specifically directed by the Employee, in accordance with applicable statutes and state regulations.
- 10.5** The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by reason of, any action taken or not taken by the Board at the direction of the Association for the purpose of complying with the provisions of this Agreement.
- 10.6** The salaries of all Employees covered by this Agreement shall be the salaries prescribed by 14 Delaware Code, Chapter 13, plus a supplement from local school District funds. The Board may pay an additional supplement to the School Psychologists and Speech Pathologists.
- 10.7** The Board agrees to annually calculate the costs of other Districts' Employee benefit programs along with salary in order to calculate the relative position of Milford Employee groups in relation to other similar Employee groups in Kent and Sussex Counties. These factors shall henceforth be considered during all negotiations and will be shared annually with the leadership of the Milford Education Association and the Board of Education.

**ARTICLE XI**  
**EMPLOYEE DRESS**

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. Employees should dress in a manner consistent with his/her job duties and suitable for the subject of instruction or the task being performed. Should an Employee wear what is considered by his/her Administrator to be inappropriate attire, he or she shall be so

advised by the Administrator. If the behavior persists, the Association will be approached to discuss appropriate dress with the Employee.

**ARTICLE XII**  
**TEACHER RECOGNITION**

Unless otherwise indicated, the term "Teachers," when used hereinafter in this Agreement, shall refer to all certificated Teachers. Teachers represented by the Association in the bargaining unit as above defined. All references to male Teachers shall include female Teachers and vice versa.

**ARTICLE XIII**  
**TEACHER FACILITIES**

- 13.1** The following Teachers' facilities shall be provided:
- 13.1.1** A Teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
  - 13.1.2** In addition to the aforementioned Teacher work area, if space is available, an appropriately furnished room shall be reserved for the use of Teachers as a faculty lounge.
  - 13.1.3** Parking facilities for Teacher use.
  - 13.1.4** A copy of each text of courses taught shall be provided for individual use by the Teacher.
  - 13.1.5** Effort shall be made by the Board to provide reasonable chalkboard/whiteboard and bulletin board space in every classroom commensurate with the instructional activity to be conducted therein.
- 13.2** Upon request, vending machines approved by the Administration may be installed in the Teachers' lounge or Teachers' lunchroom areas. The proceeds from all such machines shall be properly audited and may be used at the discretion of the Teachers of the Building in which the machines are located.

**ARTICLE XIV**  
**TEACHER EMPLOYMENT STATUS INFORMATION**

- 14.1** The Superintendent, or Designee, will provide the following employment status information to each Teacher, in writing, no later than September 15 of each year:
- a. Years of Experience
  - b. Salary

- 14.2** Riders to Teachers' contracts, due to any change in status, will be presented to Teachers in writing as they occur.

**ARTICLE XV  
TEACHER HOURS**

- 15.1 WORK DAY** – Is defined for full-time Teachers as seven and one-half (7½) hours for each school day. However, as Teachers are expected to devote to their assignment the time necessary to meet their responsibilities, all full-time Teachers shall be assigned a thirty (30) minute duty-free lunch period in each full school day.
- 15.2 PLANNING TIME** - Planning periods referred to herein should be used for such activities as lesson preparation or other purposes related to the instructional program.
- 15.2.1** Each Teacher shall have a minimum of forty-five (45) consecutive minutes of Teacher-directed planning time during the contracted work day, five (5) days in each full school week. One of those days may be used toward the collaborative planning time. Collaborative planning time is defined and supported by the guided actions of a Department/Team or grade level. DPAS meetings may be held during planning by mutual agreement of the Teacher and Administrator. Whenever possible, DPAS meetings should be held in the Teacher's classroom.
- 15.2.2** All Administrative matters and other meetings shall be scheduled during the period of time between the official beginning of the work day and the beginning of the students' day and/or the period of time between the end of the student day and the end of work day.
- 15.2.3** Except in the case of emergency, no Employee shall lose his/her planning and preparation time.
- 15.3** Teachers responsible for the instruction of students shall prepare written lesson plans as an essential part to their Teaching responsibilities. The format and organization of lesson plans are best determined by the individual Teacher. At a minimum, lesson plans should include instructional goals, learning activities, curriculum or standards alignment, and student assessment of learning. The request for daily lesson plans should not be used as a disciplinary measure.

- 15.4** Teachers shall be required to maintain three (3) days of emergency written lesson plans for the substitute Teacher. Lesson Plans shall include but not limited to the following, seating chart, student's special needs, schedules, instructional plans, discipline referral process and emergency procedures. Plans will be updated as needed.
- 15.5** Teachers on pre-approved leaves of absence shall not be required to leave substitute lesson plans for more than ten (10) school days.
- 15.6** Teachers shall be permitted to leave the premises during the regular school day with Administrative approval. Teachers shall sign out and sign in on the appropriate forms located in the school's office. Such approval shall embrace Official School Business and necessary personal matters concerning the Teacher which necessitates the Teacher leaving the premises.
- 15.7** Teachers in the elementary schools shall be relieved of pupil responsibility during such times as their pupils are under the direct supervision of Related Arts Teachers. Related Arts Teachers may not send students back to their regular classroom Teacher early for misbehavior.
- 15.8** Every effort shall be made to minimize Teacher "preps" at the secondary level (6-12) to three (3). A "prep" should be defined as a defined course of study as outlined in the Course Catalogue. If a need arises for more than three (3) "preps" the District or Administrator will provide, in writing, an explanation of reasoning ten (10) calendar days prior to the start of semester except in emergency situations with written explanation from Building Administration.
- 15.9 CLASS SIZE** - The Board and the Association agree that the pupil/teacher ratio is an important part of an effective educational program.
- 15.9.1** The following criteria, among others, shall be considered when determining efficient class size:
1. The capacity of the teaching facilities and the number of adequate teaching stations and pupil stations in a room.
  2. The appropriateness of the room to the content of the course or purposes to be served and the methods to be employed.
  3. The general conditions which affect the health, safety, and

effective supervision of pupils.

4. The availability of sufficient books, supplies, and equipment.
5. The operation of power equipment or hazardous tools.

**15.9.2** If an Employee has concerns regarding class size, the Employee has the right to a conference with the Building Principal, or Designee. In the event the concern is not resolved at the conference with the Building Principal or Designee, the Employee may request a conference with the Superintendent or Designee. This shall not be subject to the grievance procedure.

**15.10 SPECIALIZED TEACHING ASSIGNMENTS** – It is recognized that the professional responsibilities of Specialists, as identified by the district, cannot always be accomplished within the framework of a strictly structured work day as those defined for Regular Classroom Teachers; however, it is the intent of the District to confine the Specialists' workday to the Teachers' normal workday including reasonable luncheon periods.

**15.10.1** Specialists who are asked to carry a caseload and a classroom teaching load (50% or more of their daily responsibilities) will receive 45 minutes of daily planning to relate directly to their classroom responsibilities. Administration will provide sixty (60) minutes weekly, not to infringe on daily 45 minutes, for said employees "caseload" responsibilities.

**15.11 ITINERANT TEACHERS** – Itinerant Teachers shall be allotted reasonable travel time from building to building and shall be reimbursed at the State-approved rate for mileage or provided adequate options for transportation between buildings.

**15.12 PARENT-TEACHER CONFERENCES** – Parent-teacher conferences which may occur beyond the school day shall be mutually scheduled between the Teacher and parent within five (5) working days from the date of the parent request. If not so scheduled, the Principal would then have the option to schedule the conference at his/her discretion.

**15.12.1** If there is a scheduled school-wide parent/teacher conference day, Teachers will be given the ability to create a flexible seven and one-half (7.5) hour work day. Building Administrators will keep the buildings open between the hours of 7:30 a.m. and 7:30 p.m. in order for Teachers to schedule conference times that meet the needs of parents. Teachers will inform their Building Administration of their schedule at least two (2) weeks prior to the

conference day.

**15.13 VOLUNTARY PARTICIPATION** – When Teachers participate in activities beyond the workday, which are not compensated, their participation shall be clearly voluntary. There will be no consequences for non-participation.

**15.14 TEACHERS' MEETINGS**

**15.14.1** The Administration may require Teacher attendance at two (2) events beyond the seven and one-half (7.5) hour work day per school year. These meetings shall not exceed two (2) hours. Administration will notify the Educator at least seven (7) calendar days in advance.

**15.14.2** Once per month, Teachers may be required to attend a meeting called by the Principal or Designee that may extend beyond the normal workday provided it does not extend beyond forty-five (45) minutes after the end of the Teachers' official workday. Administration will notify the Educator at least seven (7) calendar days in advance.

**15.14.3** On Fridays and on days preceding holidays, the workday shall not exceed seven and one-half (7.5) hours, except in emergencies.

**15.14.4** Non-attendance at meetings/events: Attendance by the Teacher at Administration approved College-Study courses shall be sufficient excuse for non-attendance of a post-pupil day meeting/event if attendance schedules are in conflict.

**15.14.5** The period of time between the official beginning of the work day and the beginning of the students' day and/or the period of time between the end of the student day and the end of work day not specifically designated as the Teacher's planning period, may be used for Administrative matters or curriculum planning.

**15.15 PROFESSIONAL DEVELOPMENT** - An Association Representative from elementary, middle, and/or secondary shall meet with the Superintendent or designee to design Professional Development Programs to improve the quality of education. This meeting may occur during the second (2<sup>nd</sup>) semester, at the end of the school year, or during the summer to ensure that effective Professional Development is being offered. This is to foster an effective Professional Development program.

**15.16 SUBSTITUTES** - It is the intention of the Board to obtain a substitute for every full-time Classroom Teacher and School Nurse who is absent. A Classroom Teacher will be used as substitute only in the event an approved substitute cannot be employed.

**15.17 TEMPORARY EMPLOYEES** – Professional Staff occupying positions filled after the first official day of a school year, or Staff occupying positions of persons on approved leaves of absence, or Staff operating under temporary certification, shall be employed as Temporary Employees. Temporary Employee Contracts shall not extend past June 30<sup>th</sup> for the school year of employment. Such Employees desiring to be considered for a full-time position in the District may submit a letter of interest and application to the Superintendent for any posted vacancy. Specialists as identified in 15.10 may be excluded from this section.

**15.18 TWELVE MONTH TEACHERS/SPECIALISTS/PSYCHOLOGISTS** – Professional Staff working a twelve (12) month contract shall follow the same work and holiday schedule as other twelve (12) month District personnel and shall earn vacation as follows:

<b>Authorized Vacation Days</b>		
Yrs. Continuous Service	Per Month	Per Year
0 through 5	1.50	18
6 through 15	1.75	21
16 and over	2.00	24

**15.18.1** For school delay due to inclement weather, twelve-month (12) Teachers will make a good faith effort to report at one-half (1/2) the time of delay for ten month (10) Employees, safe travel withstanding.

**15.19 EXTENDED CONTRACTS FOR TEACHERS/SPECIALISTS**

Staff working on an eleven-month contract (11) shall follow the Teacher work and holiday schedule and be paid for the extra time worked in accordance with Board policy and this Agreement.

**15.20 REPORT CARD PREPARATION**

**15.20.1** There shall be at least three (3) work days between the end of a grading period and the completion of the required reports for marking period one through three. There shall be at least two (2) work days between the end of

a grading period and the completion of the required reports for marking period four. This shall include mid-marking period/progress reports and end of marking period/report cards.

**15.20.2** One-half (1/2) of a Professional Development day shall be dedicated to the completion of report cards for each marking period end.

**15.21** Teachers assigned a Special Education caseload, as a Case Manager, shall be able to request a one-half (1/2) day per semester for IEP caseload work, data entry, and planning. If the request is denied at the Building Level, the Teacher may submit a second request to the Superintendent, or Designee. That decision shall be final and not subject to the grievance procedure.

## **ARTICLE XVI**

### **TEACHER VACANCIES**

#### **16.1 Vacancies**

All Teacher vacancies shall be posted within fifteen (15) days of Board action to create a new position or continue a position vacated through the retirement of Staff leaving the District. All professional vacancies shall be posted on the District Personnel Web page ([www.milfordschooldistrict.org](http://www.milfordschooldistrict.org)) for at least seven (7) days if the vacancy occurs between February 15 and July 15 of a given year and shall be posted for at least three (3) days if the vacancy occurs after July 15. All vacancy notifications occurring during the regular school year shall be emailed to all Professional Staff.

#### **16.2 Transfers**

All fully Certified District Professionals who desire to be considered for a vacant or a newly created position in the area of their certification shall notify the Director of Personnel during the opening period of the vacancy. Whenever a position opens for which there are voluntary transfer requests, a committee composed of a District Office Representative, a Building-level Administrator and one Building Teacher selected by the Association Representative of that Building shall interview the prospective voluntary transfer candidates. The following factors shall be considered by the Committee: certification, seniority (District years of service), qualifications; professional experience, and additional course work; system-wide balance, and other relevant factors. The Association shall bear the cost of a substitute Teacher if needed to cover duties of the Teacher serving on the interview Committee. The Vice President of the bargaining unit in conjunction with the Human Resources Director, Superintendent or Designee shall have the right to appoint a



Representative to serve on each job interview committee.

**16.2.1** There is no obligation on the part of the District to honor voluntary transfer requests for vacancies arising and applications received after August 15. Once students are in attendance during a school year, there is no obligation to enact a transfer. However, at the District's discretion, a voluntary transfer may be enacted during a natural break in the school year.

### **16.3 Looping**

Having Teachers loop from one grade to another within the same building with the same group of students, shall not be considered a change of position but a change in assignment. However, if only select Teachers and classrooms within a grade level are needed to loop from one grade level to the next, the Teachers selected for this loop must be volunteers or be the least senior (District) years of service) grade level Teacher(s) in the affected grade(s). Upon Administrative approval, in the elementary level (K-5), in cases where there is no need, but a Teacher desires to loop, all Teachers changing assignments must agree, in writing, upon the assignment change.

### **16.4 Reassignment**

In cases where the population within a school changes such that one grade level requires more Teachers and another grade level requires less Teachers, the Principal will seek volunteers to move from one grade to the other. Those volunteering for reassignment shall be notified whether they were selected for the reassignment. The Principal has the discretion to reassign a Teacher to fill the open position based on certification and the needs of the school.

### **16.5 Building Change Staffing Procedures**

In the event that positions are lost in one building and gained in another due to redistricting, reorganization, or population shifts, including School Building opening(s) and closing(s), job position(s)/assignment(s) will be preserved with the exception of changes necessary due to student enrollment. If such changes are necessary, volunteers will be sought first. Seniority shall be given preference. In the situation where there are no volunteers, the least senior Teacher, based exclusively on District years of service in the certified needed area(s), will be transferred to fill those positions. After one (1) year, reassignment(s) shall be made according to Article 16.2.

## ARTICLE XVII

### TEACHER REDUCTION IN FORCE

- 17.1** Maintenance of Teachers appropriate to effectively carry on the educational programs of the District is a Board responsibility. The purpose of this policy is to establish the manner in which the necessary reductions of those Teachers will be accomplished.
- 17.2** Suspension and dismissal of Teachers shall be in accordance with the Laws of Delaware (Chapter 14, Title 14, Section 1411) and the rules and regulations of the Board of Education.
- 17.3** RIF Policy for Teachers – Reduction in Force (RIF) shall be just cause for dismissal. When a Reduction in Force is necessary because of a decrease in student enrollment, changes in curriculum, shortage of funds, or changes in the use of Teachers, the superintendent shall identify the area, subject level, or programs that will lose Teacher positions, as well as the date that such reductions are necessary and make such recommendations to the Board.
- 17.4** Prior to the RIFing of Teachers, the Board shall attempt to reduce staff in the affected area through voluntary retirement(s), administrative transfers, voluntary leaves of absence, and non-renewal of temporary contracts.
- 17.5** Seniority shall be defined as continuous full-time service in the District.
- 17.5.1** Category placement shall be determined by the majority of classes taught in the Teacher's certification area over the course of a school year. In cases where the Teacher has an equal number of classes in two (2) different categories, the choice of the primary category shall be designated by the Employee.
- 17.6** When a Reduction in Force is necessary, the Superintendent will make his/her recommendations in accordance with the following procedures which recognize the rights of Teachers and also the need for the Board to provide qualified Teachers for all programs.
- 17.6.1** Least Senior Teachers in affected area(s) will be terminated first, beginning with Teachers holding emergency certification and not having passed the required components as prescribed by the Delaware Code, Professional Standards Board.
- 17.6.2** Teachers on Board-approved leaves of absence shall be subject to all

provisions of this policy.

- 17.6.3** If a Teacher maintaining a professional contract resigns voluntarily and is subsequently rehired, he/she shall regain his/her years of previous service after serving the number of years equal to the number of years of separation.
- 17.6.4** Date of employment shall mean the District date-of-hire recorded in the Milford Board of Education minutes and subsequently entered into the PHRST payroll system.
- 17.6.5** A Teacher newly hired after the first required working day of the school year, and whose employment begins during that school year, shall receive a temporary contract. Such Teachers shall be placed on the seniority list in accordance with the date of such employment. If the Teacher is subsequently awarded a professional contract and there has been no break in service, he or she will maintain the original date of hire.
- 17.6.6** A Teacher who is subject to RIF procedures, may have the option to revert to a category in which they previously had service in the Milford School District within the last five (5) years and hold current certification. The Teacher maintains their original date of hire.
- 17.6.7** The Teacher with the least seniority among each District-wide category would be the first Teacher to be RIF'd within that category. In order to teach in a particular component at the secondary level (grades 6-12), the Teacher must meet certification requirements by the Delaware Department of Education for that specific component. Should the next Teacher on the seniority list within that category not meet certification requirements, the process shall be covered under 16.2.
- 17.6.8** A seniority list of Teachers in each shall be sent electronically to all staff by March 1 of each school year. Employees will appear on the seniority list in their category according to their date of hire. Any Teacher who desires to challenge his/her placement and/or category on the seniority list shall notify the Director of Human Resources in writing prior to March 10. A Teacher's appeal of his/her seniority or category must set forth the basis for the appeal. A final seniority list shall be sent electronically to all staff by March 20 of each school year. If a Teacher's seniority or category is different on the second list as compared to the first list, such an Employee has seven (7) school days from the posting of the second

list to appeal the change. Placement not challenged, as provided above, shall be regarded as correct and no further appeals shall be honored.

**17.6.8.1** Teachers employed within the Specialist category on the seniority list shall be RIF'd by District need (in lieu of seniority) and subsequently recalled by District need as determined by the Superintendent.

**17.6.9** A list of agreed-upon categories shall be maintained on the Milford School District website under Human Resources ([www.milfordschooldistrict.org](http://www.milfordschooldistrict.org)). By February 15 of each year, the Association President shall be informed, in writing, if the Superintendent or Designee intends to make a change to the agreed-upon categories. The Association President shall be provided, in writing, with the rationale for any change in the categories. The Association President or Designee and the Superintendent or Designee will discuss any proposed changes in the category list. The Association may comment upon any changes the Superintendent or Designee proposes and make suggestions for additions and/or deletions. The Superintendent or Designee will consider all suggestions from the Association prior to making any changes. The Superintendent or Designee shall make the final determination as to the categories that shall be used in preparing the seniority list. The Superintendent or Designee shall provide the Association President the final category list by February 25.

**17.6.10** In case of a tie in the category and date of hire, the tie-breaker will be the highest degree level of the Teacher as recorded in DEEDS. If a tie still exists at this point, the Superintendent or Designee will recommend to the Board of Education the individual to be retained, taking into consideration evaluations, extracurricular activities and/or school committee work.

## **17.7 RECALL PROCEDURE**

**17.7.1** Teachers dismissed through the RIF process will be placed on a recall list, maintained by the Director of Human Resources, for a period of one (1) year. Teachers will be offered reemployment in any previously held category (within the last five (5) years), for which they hold current certification in reverse order of their dismissal. Teachers who have been

RIF'd, and subsequently recalled by the District, shall maintain all accumulated seniority that they had established at the time of their dismissing.

- 17.7.2** When a vacancy occurs within the one (1) year recall period, in a category held by a Teacher within the last five (5) years, he or she will be notified by telephone, and the Teacher will be expected to respond within forty-eight (48) hours of the call. If the Superintendent or Designee is unable to reach the Teacher by telephone, a certified letter will be sent. The Teacher shall have ten (10) business days from the date of delivery or attempted delivery to respond. Failure to accept the offer, or respond shall result in removal from the recall list. If employed when recalled, the Teacher will be expected to assume the teaching position within forty (40) calendar days after the acceptance of the recall.
- 17.7.3** It is the responsibility of the Employee to keep the Office of Human Resources informed of any change of address, telephone, and new area(s) of certification. Failure to do so absolves the Board of any responsibility to the Employee.
- 17.7.4** Individuals who are on the recall list shall, upon written request to the Office of Human Resources, be given consideration as substitute Teachers within the District. An Employee on the recall list shall receive the State approved salary for substitutes. If a Teacher accepts a non-teaching position within the District, they shall not surrender their rights on the recall list.
- 17.7.5** Individuals who have been RIF'd and who are on the recall list may receive COBRA benefits where the company/carrier permits, if the Employee agrees to pay the premium(s). Information regarding COBRA benefits and responsibilities of the RIF'd personnel will be distributed to all RIF'd personnel by the benefit carrier.
- 17.7.6** The Board shall provide MEA and each Building Principal a copy of the recall list by May 15 of each year.
- 17.7.7** Appeal of the RIF procedure is covered under Due Process Procedures as found in Delaware Code.

**ARTICLE XVIII**  
**TEACHER EVALUATION**

- 18.1** Evaluation of the performance of Teachers shall follow the guidelines of the Delaware Performance Appraisal System. Therefore, as such Teachers shall be observed by a Credential Observer. The Teacher shall sign the evaluation report to indicate awareness of the contents of the evaluation report. The signature of the Teacher shall mean only that the report has been seen and discussed; it shall not indicate agreement or disagreement with the report.
- 18.2** Provisions shall be made for the Teacher to write a statement concerning the evaluation, whether the Teacher agrees or disagrees and such statement shall be included with the report. Within fifteen (15) working days of receipt of an observation or evaluation report, the Teacher may respond in writing. The written response shall be attached to the evaluation report and placed in the Teacher's personnel file. However, the evaluation is the official document and unless changed by the evaluator is the District's official assessment of the Teacher's performance in the areas covered by the document.
- 18.3** Any complaints regarding a Teacher made to any member of the Administration by any parent, student or other person shall as soon as possible 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 within three (3) workdays. The Teacher shall have the opportunity to rebut the allegations of the complaint.

**ARTICLE XIX**  
**TEACHERS' RIGHTS**

- 19.1** A Teacher shall not be reprimanded, deprived of professional advantage, disciplined, reduced in compensation or given an adverse evaluation or discharged except for just cause. The right to discharge shall be controlled by Delaware law.
- 19.2** Prior to any meeting with an administrator/supervisor, a Teacher shall be informed of the purpose of the meeting. A Teacher may request Representation of his/her choice prior to or at any point during a meeting. If the Teacher requests Representation, the Principal shall postpone the meeting in order for the Teacher to secure Representation. The postponed meeting shall be held within five (5) days.
- 19.2.1** Any Employee required to appear before an Administrator, Supervisor, or

any other agent of the Board concerning any matter which could result in disciplinary action, shall be given written notice at least forty-eight (48) hours prior to the meeting stating the reasons for such meeting, and shall have the right to be accompanied by an Association Representative. The two day notice shall not be required if the Administration determines a critical situation requiring immediate attention as long as all rights to representation and due process are maintained. The Employee, having been advised of his/her right to Representation, must request Association Representation or such right shall be considered waived. The failure to request an Association Representative at the initial stage of a meeting will not limit the Employee's right to request such assistance at a later time during the meeting at subsequent meetings.

- 19.3 PUBLIC CRITICISM** – Any criticism by a Supervisor, Administrator, or Board member of an employee's professional competence shall be made in confidence, and not in the presence of students, parents, peers or public gatherings including online and social media platforms. Any criticism of the competence of a Supervisor, Administrator, or Board member by an employee or the Association shall be in confidence, and not in the presence of students, parents, peers or public gatherings including online and social media platforms.
- 19.4** Teachers may wear pins or other reasonable identification of membership in the Association or its affiliates.
- 19.5** If the administrator changes a student's grade, the Teacher shall be notified in writing the reasons for the student's grade change and the new grade. A copy of the notice shall be placed in the student's file. This shall include overriding a student's grade to an Incomplete, even temporarily.
- 19.6** Teachers who are not going to be retained for the following school year shall receive notification in writing no later than May 15 unless law provides for another date.
- 19.7** The personal life of an Employee is not an appropriate concern for the attention of the Board except as it may directly inhibit the Employee from performing properly his/her assigned functions during the workday.

## **19.8 Notification**

**19.8.1** The District will make a good faith effort to give all Teachers written notice of their respective grade and course assignment(s), Building assignment(s), and room assignment(s) for the forthcoming school year by July 15. If any such changes are anticipated, the Principal shall first discuss the change(s) with the Teacher prior to any written notice. The District agrees that no change shall be made for arbitrary or capricious reason.

**19.8.2** Changing an Assignment- In the event that such schedules, classes, and all such assignments were made after July 15, any Teacher will be notified promptly in writing. Teachers who are requested to change classrooms during non-teacher work weeks will be compensated at the summer non-instructional rate for any time worked.

**19.8.3** In order to assure that the Teachers work within their areas of competence, Teachers shall be assigned within the scope of their Teaching Certification. If a teacher must be scheduled outside his/her area of certification, a consultation with the Principal will take place before final action. The Teacher then will be notified promptly, in writing, of the reason for the change.

**19.8.3.1** The District will make every effort to observe the teachers in their area of certification.

## **ARTICLE XX**

### **SAFETY**

**20.1** The Employer and the Association shall cooperate in the enforcement of safety regulations. However, should Employee believe that an unsafe or unhealthy working condition exists, he/she shall notify their Supervisor immediately and provide all factual information relating to the situation. The District shall immediately investigate the matter and inform the Employee and an Association Representative of the results of its investigation and of any corrective action to be taken, within five (5) working days after the completion of the investigation. If the Association is not satisfied with the investigation, a third (3<sup>rd</sup>) party investigation shall be conducted and considered final.

**20.2** The Principal or Designee and/or Human Resources Director shall inform the Teacher Representative in the School Building of any upcoming staff meeting that intends to discuss or address issues with the operation of the school and shall provide time to



attend such meetings to represent the Teacher group.

**APPENDIX A**  
**LOCAL SALARY SUPPLEMENT**  
**TEACHERS**

*All Local Salary Scale adjustments shall comply with the pay cycle and State Scale adjustments as dictated by the State of Delaware Operating Budget Bill.*

FY 2022									
EXPER	NO	B	B15	B30	M	M15	M30	M45	D
0	10,982	13,412	13,542	13,737	14,514	15,097	15,744	16,587	18,013
1	11,209	13,477	13,606	13,866	14,774	15,485	16,165	17,040	18,271
2	11,469	13,542	13,638	13,995	14,967	15,874	16,587	17,299	18,919
3	11,695	13,573	13,671	14,124	15,324	16,263	17,009	17,753	19,439
4	11,922	13,606	13,737	14,319	15,679	16,652	17,429	18,207	20,021
5	12,147	13,638	14,060	14,643	16,036	17,040	17,849	18,660	20,539
6	12,375	13,671	14,319	15,032	16,393	17,429	18,271	19,114	21,187
7	12,602	13,866	14,579	15,292	16,748	17,818	18,693	19,568	21,705
8	12,829	14,060	14,838	15,550	17,105	18,207	19,114	20,021	22,289
9	13,055	14,319	15,032	15,809	17,462	18,595	19,535	20,474	22,872
10	13,283	14,514	15,292	16,069	17,818	18,984	19,957	20,928	23,454
11	13,542	14,774	15,550	16,393	18,174	19,373	20,377	21,381	24,038
12	13,737	14,967	15,809	16,652	18,531	19,762	20,799	21,834	24,622
13	13,995	15,161	16,069	16,976	18,887	20,150	21,219	22,289	25,205
14	14,222	15,421	16,329	17,234	19,244	20,539	21,641	22,742	25,788
15	14,448	15,615	16,587	17,494	19,599	20,928	22,062	23,196	26,370
16	14,448	15,679	16,652	17,527	19,957	21,317	22,289	23,260	26,564
17	14,448	15,744	16,716	17,559	20,312	21,705	22,709	23,519	26,825
18	14,448	15,809	16,781	17,591	20,669	22,095	22,936	23,779	27,214
19	14,448	15,874	16,847	17,624	21,025	22,483	23,067	23,844	27,472
20	15,292	16,458	17,429	18,271	21,252	22,709	23,325	25,528	29,027
21	15,292	16,489	17,494	18,402	21,479	22,936	23,973	25,659	29,156
22	15,292	16,522	17,527	18,434	21,705	23,164	24,104	25,788	29,286
23	15,292	16,554	17,559	18,466	21,932	23,389	24,233	25,917	29,416
24	15,292	16,587	17,591	18,499	22,160	23,617	24,622	26,046	29,674
25	15,292	16,619	17,624	18,531	22,385	23,844	25,528	26,760	30,064
26	15,292	16,652	17,656	18,595	22,613	24,069	25,659	26,825	30,324
27	15,292	16,683	17,689	18,660	22,839	24,297	25,788	26,954	30,453
28	15,292	16,716	17,720	18,724	23,067	24,524	25,917	27,214	30,582
29	15,292	16,748	17,753	18,789	23,293	24,751	26,046	27,472	30,711
30	15,550	16,781	17,818	19,114	23,519	24,977	26,176	27,861	31,100

**All Local Salary Scale adjustments shall comply with the pay cycle and State Scale adjustments as dictated by the  
State of Delaware Operating Budget Bill.**

<b>FY 2023</b>									
<b>EXPER</b>	<b>NO</b>	<b>B</b>	<b>B15</b>	<b>B30</b>	<b>M</b>	<b>M15</b>	<b>M30</b>	<b>M45</b>	<b>D</b>
0	11,202	13,681	13,812	14,011	14,804	15,399	16,059	16,919	18,373
1	11,433	13,747	13,878	14,143	15,069	15,795	16,489	17,381	18,637
2	11,698	13,812	13,911	14,275	15,267	16,192	16,919	17,645	19,298
3	11,929	13,845	13,944	14,407	15,631	16,588	17,349	18,108	19,827
4	12,160	13,878	14,011	14,605	15,993	16,985	17,778	18,571	20,422
5	12,390	13,911	14,341	14,936	16,357	17,381	18,206	19,033	20,950
6	12,623	13,944	14,605	15,333	16,721	17,778	18,637	19,497	21,611
7	12,854	14,143	14,870	15,597	17,083	18,174	19,067	19,959	22,139
8	13,085	14,341	15,135	15,861	17,447	18,571	19,497	20,422	22,735
9	13,316	14,605	15,333	16,126	17,811	18,967	19,926	20,884	23,329
10	13,549	14,804	15,597	16,390	18,174	19,364	20,356	21,346	23,923
11	13,812	15,069	15,861	16,721	18,537	19,760	20,785	21,809	24,519
12	14,011	15,267	16,126	16,985	18,901	20,157	21,215	22,271	25,114
13	14,275	15,464	16,390	17,315	19,264	20,553	21,643	22,735	25,709
14	14,506	15,729	16,655	17,579	19,628	20,950	22,074	23,197	26,304
15	14,737	15,927	16,919	17,844	19,991	21,346	22,504	23,660	26,898
16	14,737	15,993	16,985	17,877	20,356	21,743	22,735	23,725	27,095
17	14,737	16,059	17,050	17,911	20,719	22,139	23,164	23,989	27,361
18	14,737	16,126	17,116	17,943	21,083	22,537	23,395	24,255	27,758
19	14,737	16,192	17,183	17,977	21,446	22,932	23,528	24,321	28,021
20	15,597	16,787	17,778	18,637	21,677	23,164	23,791	26,039	29,607
21	15,597	16,819	17,844	18,770	21,908	23,395	24,453	26,172	29,739
22	15,597	16,853	17,877	18,803	22,139	23,627	24,586	26,304	29,872
23	15,597	16,885	17,911	18,835	22,371	23,857	24,717	26,435	30,004
24	15,597	16,919	17,943	18,869	22,603	24,090	25,114	26,567	30,267
25	15,597	16,951	17,977	18,901	22,833	24,321	26,039	27,295	30,665
26	15,597	16,985	18,009	18,967	23,065	24,551	26,172	27,361	30,930
27	15,597	17,017	18,042	19,033	23,295	24,783	26,304	27,493	31,062
28	15,597	17,050	18,075	19,099	23,528	25,014	26,435	27,758	31,194
29	15,597	17,083	18,108	19,165	23,759	25,246	26,567	28,021	31,325
30	15,861	17,116	18,174	19,497	23,989	25,477	26,700	28,418	31,722

## **APPENDIX B BENEFITS**

### **EARLY NOTIFICATION OF RETIREMENT STIPEND**

Professional Staff with at least twenty (20) years of service who submit their retirement notice to the Director of Human Resources by January 15 for retirement at the end of that current school year shall receive an early notification stipend of six hundred dollars (\$600).

### **RETIREMENT SICK-DAY BENEFIT PROGRAM**

Effective January 1, 2004, upon the retirement of a Milford School District Employee, the Board agrees to compensate the Employee for unused sick days accumulated above ninety (90) and up to and including one hundred and forty (140) days at the rate of thirty dollars (\$30) per day. All sick days up to the maximum of one hundred and forty (140) earned days, would have to be accumulated while in the employment of the Milford School District.

### **DEATH BENEFIT PROGRAM**

The Board agrees to continue the Death Benefit Program. The Board may pay to the estate of the deceased eligible Employee or to a specified Beneficiary, a sum equal to twenty (20) days' pay at the per diem rate of the regular gross annual salary for the fiscal year during which death occurs.

### **HEALTH CARE INSURANCE**

The Milford School District will participate fully in the State subsidized plan of health care insurance as authorized in 29 Delaware Code, Chapter 52.

Since 29 Delaware Code, Chapter 52 does not provide basic health care insurance coverage for personnel who have not completed at least three (3) months of employment for the State of Delaware, the Board agrees to subsidize said health care insurance coverage for these full-time Employees from local funds for the first three (3) full months of employment beginning on the first of the month following the employee's hire date in an amount not to exceed identical coverage provided for experienced employees by the State. Coverage from local funds will terminate as soon as the Employee qualifies and is enrolled in the State-Subsidized program. Any first year full-time Employee who qualifies for participation in the State Health Care Insurance Program, except for the three-month (3) experience clause, is eligible for inclusion in the local program.

## **BENEFITS - STATE FLEXIBLE SPENDING ACCOUNT**

The District agrees to abide by the State of Delaware Flexible Spending Account Plan for eligible Employees. All rules and regulations promulgated by the State of Delaware shall apply.

## **FLEXIBLE BENEFIT PROGRAM**

Effective July 1, 2017, the District shall offer a negotiated amount to be used towards health, dental, or vision insurance premiums as part of a flexible benefit program. Full time Employees will receive one-hundred percent (100%) of the negotiated benefit. Permanent part-time, pension eligible Employees will receive fifty percent (50%) of the negotiated benefit.

- a. Fiscal Year 2022: \$600 per full-time Employee
- b. Fiscal Year 2022: \$300 per permanent part-time, pension eligible Employee
- c. Fiscal Year 2023: \$600 per full-time Employee
- d. Fiscal Year 2023: \$300 per permanent part-time, pension eligible Employee

**APPENDIX C**  
**COURSE REIMBURSEMENT**  
**ALL BARGAINING UNITS**

The Milford School District encourages all Employees to further their education and improve their professional skills. To support this philosophy, the District will allocate funds to provide tuition reimbursement for courses which either relate directly to the Employee's job responsibilities or are required as part of an overall job-related degree program.

1. To receive course reimbursement, requests must be approved by the Director of Human Resources prior to the start of the course. A passing grade of a "B" or better must be obtained and the employee must complete the full contractual year of employment.
2. Each employee receiving a tuition or a reimbursement must execute and deliver to Human Resources an agreement in the District's form agreeing to repayment terms if certain conditions are not met.
3. Tuition reimbursement will be limited to the total local course reimbursement as negotiated bi-annually in this Negotiated Agreement.
  - a. Fiscal Year 2022: \$70,000 will be allocated to course reimbursement for all bargaining units
  - b. Fiscal Year 2023: \$70,000 will be allocated to course reimbursement for all bargaining units
4. Funding shall be divided into two equal parts.
  - a. Fifty percent (50%) of the course reimbursement allocation shall be made available for all eligible Employees who complete their courses and have verification of successful course completion submitted to the District prior to February 1.
    - i. In the event that the approved 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.
  - b. The additional fifty percent (50%) of the course reimbursement allocation shall be made available for eligible Employees who complete their courses and have verification of successful course completion submitted to the District prior to June 1.
    - i. In the event that the approved allocation is not sufficient to provide total reimbursement to all eligible Employees, the District shall pro-rate the funds as stipulated above.
5. Any unused funding after February 1 will be added to the second part of the year's allocation to be used by June 1. Any unused funding after June 1 will be reverted to the District.
6. No reimbursement shall be in excess of the tuition charged a Delaware resident taking a course with an equal number of credit hours at the University of Delaware.

## APPENDIX D

### LIMITED CONTRACT COMPENSATION

Limited contract hiring process will follow School Board Policy 4309A

Limited contracts that are split among employees will be based on each individual's years of experience.

### LIMITED CONTRACTS FOR PERSONAL SERVICES PAYMENT SCALE

#### Limited Contract for Athletics - Add \$50 Per Year (no limit)

A	\$3,500.00
B	\$2,500.00
C	\$1,750.00
D	\$1,250.00
E	\$1,000.00

#### Limited Contract for Instruction - Add \$50 Per Year (no limit)

1	\$2,500.00
2	\$1,750.00
3	\$1,250.00
4	\$1,000.00
5	\$750.00

**APPENDIX E**

**GRIEVANCE FORMS**

MILFORD SCHOOL DISTRICT  
Milford, Delaware 19963

FORMAL GRIEVANCE PRESENTATION

Level One: Administrator/Supervisor

Aggrieved Person (s) \_\_\_\_\_ School \_\_\_\_\_

Date of Informal Discussion \_\_\_\_\_

Name of Immediate Administrator /Supervisor \_\_\_\_\_

Statement of Grievance: (Include Section of Agreement or School Board Policy at Issue)

Action Requested:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Aggrieved

Copies to:



MILFORD SCHOOL DISTRICT  
Milford, Delaware 19963

FORMAL GRIEVANCE PRESENTATION

Level Two: Superintendent

Aggrieved Person (s) \_\_\_\_\_ School \_\_\_\_\_

Date of Level One presentation \_\_\_\_\_

Statement of Grievance: (Include Section of Agreement or School Board Policy at issue and state reasons for non-acceptance of Level One decision.)

Action Requested:

Name of legal counsel if one is to be present \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Aggrieved

Copies to:

MILFORD SCHOOL DISTRICT  
Milford, Delaware 19963

FORMAL GRIEVANCE PRESENTATION

Level Three: School Board

Aggrieved Person (s) \_\_\_\_\_ School \_\_\_\_\_

Date of Level One presentation \_\_\_\_\_

Date of Level Two presentation \_\_\_\_\_

Statement of Grievance: (Include Section of Agreement or School Board Policy at issue and state reasons for non-acceptance of Level Two decision.)

Action Requested:

Name of legal counsel if one is to be present \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Aggrieved

Copies to:

**APPENDIX F**  
**BINDING ARBITRATION LEGISLATION**  
**HOUSE OF REPRESENTAATIVES**  
**142<sup>nd</sup> GENERAL ASSEMBLY**  
**HOUSE BILL NO. 1**  
**AS AMENDED BY HOUSE AMENDMENT NOS. 1 & 2**

AN ACT TO AMEND CHAPTER 40, TITLE 14 OF THE DELAWARE CODE RELATING TO THE PUBLIC SCHOOL EMPLOYMENT RELATIONS ACT.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF DELAWARE:

Section 1. Amend §4013(c), Title 14 of the Delaware Code by striking subsection (c) in its entirety and substituting in lieu thereof the following:

(c) For those terms and conditions that are negotiated pursuant to State law, the public school employer and the exclusive bargaining representative shall negotiate written grievance procedures ending in binding arbitration by means of which bargaining unit employees, through their collective bargaining representatives, may appeal the interpretation or application of any term or terms of an existing collective bargaining agreement. The written grievance procedures shall be included in any agreement entered into between the public school employer and the exclusive bargaining representative, and shall include:

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

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

- (i) dismissal or nonrenewal of employees covered by Chapter 14 of Title 14.
- (ii) dismissal or nonrenewal of employees not covered by Chapter 14 of Title 14 unless the controlling collective bargaining agreement provides that such matters are subject to binding arbitration;
- (iii) Delaware law;
- (iv) rules and regulations of the Delaware Department of Education or State Board of Education;
- (v) the content of or conclusions reached in employee observations and evaluations unless the controlling collective bargaining agreement for employees not covered by Chapter 14 of Title 14 provides that such matters are subject to binding arbitration;
- (vi) federal law;

- (vii) rules and regulations of the United States Department of Education;
- (viii) policies of the local school board; and
- (ix) matters beyond the scope of the public school employer's authority;

(3) a provision to select arbitrators by lottery from a panel of qualified arbitrators designated by the Public Employment Relations Board. In designating the panel, the Public Employment Relations Board shall prefer former judges who served on a Delaware constitutional court or on the United States District Court for the District of Delaware, and shall supplement the panel by adding qualified labor arbitrators;

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

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

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

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

Section 2. This bill shall become effective upon ratification of a new or extension of an existing collective bargaining agreement, unless agreed otherwise by the parties to an existing collective bargaining agreement. However, a dispute may not be arbitrated under the terms of such a new or extended collective bargaining agreement until the Public Employment Relations Board adopts implementing regulations. If a dispute subject to the provisions of this Act is submitted to arbitration and the Public Employment Relations Board has not adopted implementing regulations, the dispute must be held in abeyance until the implementing regulations are adopted and thereafter be submitted to arbitration.

Section 3. §4013(c)(3) and (4) of Title 14 shall not apply to the bargaining units currently representing secretarial employees in the Red Clay Consolidated School District and custodial employees in the Appoquinimink School District.

Section 4. §4013(c)(3) and (4) of Title 14 shall not apply to any bargaining units organized by an employee organization not certified as the exclusive bargaining representative of educational support personnel on the date of its enactment into law. 'Educational support personnel' shall for the purposes of this Section be defined as non-teacher employees.

2021 - 2023


Milford School District and Milford Education Association

Contract Ratification



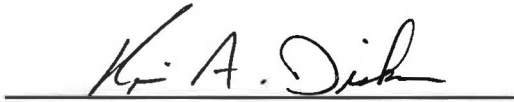
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Jason Miller, MSD Board President



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Brice Baylis, MEA President



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Kevin Dickerson Ed.D., MSD Superintendent

Approved Date: April 19, 2021