



AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION
CAPE HENLOPEN SCHOOL DISTRICT**

AND

THE CAPE HENLOPEN EDUCATION ASSOCIATION

2024-2029

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	3
ARTICLE II	NEGOTIATION OF SUCCESSOR AGREEMENT	4
ARTICLE III	GRIEVANCE/COMPLAINT PROCEDURE	4
ARTICLE IV	SALARY AND FRINGE BENEFITS.....	9
ARTICLE V	PROFESSIONAL EMPLOYEE RIGHTS	11
ARTICLE VI	PROTECTION OF PROFESSIONAL EMPLOYEES AND PROPERTY	14
ARTICLE VII	PERSONAL AND ACADEMIC FREEDOM.....	15
ARTICLE VIII	MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE	15
ARTICLE IX	PERSONNEL FILE	16
ARTICLE X	TEACHER ASSIGNMENT AND POSTING OF VACANCIES.....	17
ARTICLE XI	REDUCTION IN FORCE (RIF)	19
ARTICLE XII	PREPARATION AND PLANNING TIME/MEETINGS.....	22
ARTICLE XIII	CURRICULUM ADOPTION STUDY COMMITTEE	25
ARTICLE XIV	MISCELLANEOUS PROVISIONS.....	26
ARTICLE XV	CHEA RIGHTS AND PRIVILEGES.....	26
ARTICLE XVI	PROFESSIONAL EMPLOYEE EVALUATION.....	28
ARTICLE XVII	LEAVES OF ABSENCE.....	28
ARTICLE XVIII	DURATION OF AGREEMENT.....	29
APPENDIX I	GRIEVANCE/COMPLAINT PROCESS FORMS	30
APPENDIX II	SALARY SCHEDULES	39
APPENDIX III	ATHLETIC EXTRA DUTY PAY.....	40
APPENDIX IV	ACADEMIC AND STUDENT ACTIVITY EXTRA DUTY PAY	44
APPENDIX V	PERSONNEL RECORDS REVIEW FORM	48
APPENDIX VI	DRUG AND ALCOHOL TESTING.....	49

PREAMBLE

This Agreement entered into this 1st day of July 2024, by and between the Board of Education of Cape Henlopen School District, hereinafter called the "Board" and the Cape Henlopen Education Association, hereinafter called "CHEA."

WITNESSETH

WHEREAS, the Board and CHEA recognize and declare that providing a quality education for the children of the Cape Henlopen School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the Board has an obligation, pursuant to Chapter 40, Title 14, Delaware Code, to negotiate with the CHEA as the representative of Professional Employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings that they desire to confirm in this Agreement, BE IT RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

- 1.1 The Board hereby recognizes the Cape Henlopen Education Association as the exclusive and sole representative for collective negotiations as defined in Title 14, Chapter 40 of Delaware Code for all those "Professional Employees" (including but not limited to: teachers, counselors, librarians, nurses, special assignment teachers, specialists and psychologists) under contract to the Cape Henlopen Board of Education.
- 1.2 Recognizing that specific job titles may change over time, Professional Employees are defined as Delaware certificated, non-administrative professionals employed primarily in educational functions. Such employee will hold or will be eligible to hold a baccalaureate or higher degree or teaching, vocational, technical, trade and industry, or other accrediting documents required by the Delaware Department of Education¹. This does not include substitutes, administrative/supervisory, or support staff personnel. Further, an individual hired subject to Board approval is not an employee unless and until the Board votes affirmatively to employ such an individual.
- 1.3 Unless otherwise indicated, the term "Professional Employee" when used hereinafter in this Agreement, will refer to all Professional Employees represented by the CHEA in the negotiating unit as defined in Article 1.2.
- 1.4 Except for those conditions of employment controlled between the Cape Henlopen School District and the military branch under which the program is provided, JROTC instructors who hold a Delaware Department of Education certificate will be included in this bargaining unit for the purposes of representation and in local Board benefits. JDG is excluded because it is considered a contracted service.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- 2.1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 40, Title 14, Delaware Code. Such negotiations will commence no later than ninety (90) days prior to the expiration date of this contract. Any Agreement so negotiated will apply to all Professional Employees, be reduced in writing, be signed by the Board and the CHEA or their delegated representatives, and be adopted by the Board.
- 2.2 This Agreement will not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 2.3 The parties agree to meet to assess and discuss any new Federal or State legislation at any time an impact upon the Professional Employees or the Board is realized. Changes necessitated in the contract will be pursuant to 2.2 above.

ARTICLE III

GRIEVANCE/COMPLAINT PROCEDURE

Definitions

- 3.1 A "grievance" is a claim by a Professional Employee(s) or by the Association that there has been a violation, misinterpretation, inequitable application, or misapplication of the terms of this Agreement.
- 3.2 Complaints involve subjects/issues not specified in the collective bargaining agreement. A "complaint" is a claim by a Professional Employee(s) or by the Association that there has been a violation, misinterpretation, inequitable application, or misapplication of School Board Policy. At times, conflicts may occur between staff members that do not relate to Board Policy or Employee Contracts. These interpersonal conflicts are to be resolved at the lowest level in the most informal manner possible using Conflict Policy 425.
- 3.3 A "grievant" or "complainant" is the Professional Employee, group of employees, or the Association making the claim.
- 3.4 The term "days," when used in this Agreement, will mean; (except where otherwise indicated); Professional Employee work days except during the summer break when "days" will be those when the district office is open for business.
- 3.5 "Hearing" is defined as an event wherein both parties will have the opportunity to present facts and arguments of their case and have a decision rendered.
- 3.6 A "class action grievance" is a grievance filed by the Association, which asserts an effect on a group or class of employees.
- 3.7 "Appropriate administrator" means the non-bargaining unit employee whose action/decision is the subject of the grievance/complaint and who has the authority to affect a resolution.
- 3.8 "Grievance Mediation" is a process offered by the Federal Mediation & Conciliation Service designed to assist the parties in voluntarily coming to an acceptable resolution of the grievance through mediation techniques employed by a skilled neutral.

General

- 3.9 The Professional Employee and the administrator against whom the grievance/complaint is alleged may be represented at any or all stages of the grievance/complaint procedure by up to two representatives of his/her own choosing. (A trainee or additional representative(s) may observe or be part of the process upon mutual agreement between the grievant and the aforementioned administrator).
- 3.10 Failure at any level of this procedure to appeal a grievance/complaint to the next higher level within the specified time limits (unless the time limits are extended in writing by mutual agreement) will terminate the grievance/complaint without prejudice. Failure to receive a written reply from an administrator, within the time limits, at any level of this grievance/complaint procedure will constitute authority for the grievant/complainant to appeal the matter to the next level of the procedure within the specified time limits.
- 3.11 Grievance/complaint hearings and Grievance Mediation will be held at the mutual convenience of the parties (date, time of day, length of session).
- 3.12 No reprisals of any kind will be taken by the Board or any member of the administration and/or the CHEA or any member thereof against anyone by reason of participation in the grievance/complaint procedure.
- 3.13 A grievance/complaint may be withdrawn in writing without prejudice. At the Board level, a grievance/complaint may only be withdrawn if it is done so three days prior to the hearing.
- 3.14 Forms for filing grievances/complaints will be developed by the Association in compliance with the grievance/complaint procedure outlined in Article III.
- 3.15 If in the judgment of CHEA there has been a violation, misinterpretation, inequitable application, or misapplication of the CHEA rights (Article XV) of this contract, or there are grounds for a complaint involving CHEA rights and privileges, the CHEA may commence such grievance/complaint with the appropriate administrator.
- 3.16 All written grievances/complaints must be submitted electronically or in person by the grievant/complainant or an official of the Association. In the case of a group or class action grievance, a contact person will be identified on the form.
- 3.17 The Superintendent may appoint an administrative designee with authority to make the decision, to hear the grievance/complaint at levels one, two, and/or three.
- 3.18 All hearings/meetings during the processing of a grievance/complaint will be conducted in private or executive (closed) session.
- 3.19 Neither the Board, the Association, nor their agents may assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
- 3.20 Nothing contained in this Article or elsewhere in this Agreement will be construed to prevent a grievant/complainant from representing and processing a grievance/complaint at his/her/their own cost and having it adjusted without intervention or representation by the Association. However, the action of any administrator or the Board in resolving the grievance/complaint of a grievant/complainant not represented by the Association will not establish a precedent for the resolution of future grievances/complaints.

Purpose

- 3.21 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting Professional Employees. Both parties involved in a grievance/complaint will respect the rights of the other and operate in a respectful manner and agree that these proceedings will be kept informal, confidential, and professionally ethical.

Procedure

- 3.22 Since it is important that grievances/complaints be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort by all concerned should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

3.23 Level One

The grievant will bring the alleged grievance/complaint in writing to the Professional Employee's immediate supervisor, generally the principal, within fifteen (15) days of the event or action causing the allegation or within fifteen (15) days of the time the employee knew or should have known of its occurrence. Following notification, the parties will have ten (10) days to resolve their grievance, or move to Level Two. District-wide class action grievances will be initiated at Level II with the Superintendent or designee.

3.24 Level Two

- A. If the grievant/complainant is not satisfied with the disposition of his/her problem through Level I of the process, the claim will be submitted/appealed as a grievance/ complaint to the Superintendent or designee.
- B. In the event that the grievance commenced with the Superintendent, the grievance will be submitted in writing to the Superintendent within fifteen (15) days of the time the employee knows or should have known of its occurrence. Following notification the parties will have ten (10) days to resolve the grievance, or move to Level Three. In such case the grievant/complainant will in writing specify:
 - i. The nature of the grievance/complaint.
 - ii. The article and section of the Agreement allegedly violated for grievances or the specific Board Policy in the case of a complaint.
 - iii. The nature and extent of the injury, loss, or inconvenience to the grievant resulting therefrom, if applicable.
 - iv. The remedy sought.
- C. The administrator with whom the written grievance/complaint was submitted/appealed at Level Two will, within ten (10) days from the date of receipt, conduct a hearing, except under any of the following circumstances:
 - i. The administrator has enough information to find in the grievant' s/complainant's favor.
 - ii. The administrator finds gross violations of the grievance/complaint procedure as set forth in this contract.
 - iii. Both parties agree in writing that no hearing will be held.

If there is a hearing, each party will have the opportunity to present fully its case with witnesses, if appropriate. The administrator will communicate his/her decision in writing, with reasons, to the grievant/complainant within ten (10) days from either:

- i. The conclusion of the hearing, or
- ii. The date on which the decision was made not to hold a hearing, but not more than twenty (20) days from the original submission/appeal of the grievance/complaint at this level.

3.25 Level Three (Grievance Mediation)

In the case of a grievance, if the grievant is not satisfied with the decision at Level Two or no response has been rendered within ten (10) days of filing at Level Two, the matter may be submitted/appealed to Grievance Mediation within ten (10) days after receipt of the superintendent's decision or if no decision has been rendered, within twenty (20) days from the date the grievance was filed in writing with the Superintendent. The appeal to Grievance Mediation will be submitted to the Philadelphia Office of the Federal Mediation and Conciliation Service (FMCS) with a copy to the Superintendent of Schools or his/her designee. The conduct of the mediation will be governed by the rules and procedures of the FMCS and will be scheduled as mutually agreed.

In the case of a complaint, if the complainant or the Association is not satisfied with the decision at Level Two or no response has been rendered within ten (10) days of filing at Level Two, the matter may be submitted/appealed to the Board of Education within ten (10) days after receipt of the Superintendent's decision or if no decision has been rendered, within twenty (20) days from the date the complaint was filed with the Superintendent. The appeal to the Board will be submitted through the Superintendent of Schools or his/her designee who will attach all related papers and forward them to the Board. The Board will grant the complainant a hearing within fifteen (15) days of date of receipt of said complaint papers and will render a decision in writing within ten (10) days after said hearing. Complaints will conclude with the decision of the School Board at this level.

3.26 Level Four Grievances (School Board)

If no resolution results from Grievance Mediation at Level Three, the matter may be submitted/appealed by the Association to the Board of Education within ten (10) days after the conclusion of the Grievance Mediation session. The appeal to the Board will be submitted through the Superintendent of Schools or his/her designee who will attach all related papers and forward them to the Board. The Board will grant the grievant a hearing within fifteen (15) days of date of receipt of said complaint papers and will render a decision in writing within ten (10) days after said hearing.

3.27 Level Five Grievances (Arbitration)

- A. A grievance that is not resolved to the satisfaction of the grievant at Level Four may be submitted to an arbitrator. This procedure must be initiated within ten (10) days following a decision at Level Four. Upon notification of the Board by the CHEA, said arbitrator will be appointed by mutual agreement by the parties to this Agreement or, if unable to agree, will be appointed by the Delaware Public Employee Relations Board under its selection process. The arbitrator appointed under the PERB process will promptly convene a hearing at the parties' convenience. Conduct of the hearing will be pursuant to the rules of the PERB. The arbitrator will render a decision within thirty (30) calendar days on the issue(s) presented. The arbitrator's ruling will be final and binding except as noted in 3.27.2 below.

B. No claim relating to the following matters will be processed through binding arbitration:

- i. Dismissal or nonrenewal of employees covered by Chapter 14 of this title;
- ii. Delaware law;
- iii. Rules and regulations of the Delaware Department of Education or State Board of Education;
- iv. The content of or conclusions reached in employee observations and evaluations;
- v. Federal Law;
- vi. Rules and regulations of the United States Department of Education;
- vii. Policies of the local school Board; and
- viii. Matters beyond the scope of the public school employer's authority.

B. The arbitrator will be limited to a ruling on whether or not there has been a misinterpretation, misapplication, misrepresentation, inequitable application, or violation of any of the areas that have been mutually agreed upon as being subject to and resolvable by the Cape Henlopen School District Grievance Procedure. It is expressly understood that the arbitrator will have no power to alter the terms of the Agreement.

C. The cost of the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

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

E. If the arbitrator concludes that the matter is arbitral then the arbitrator will schedule hearing dates with representatives of the Board and Association and will hold hearings.

3.28 General

- A. All documents, communications, and records dealing with the processing of a grievance (except the original letter, reprimand, or communications that were the basis for the grievance) will be filed separately from and not cross-filed with the personnel files of the participants. The file will be available for review by the Association president and/or the grievance chairperson. Copies will be made upon request by the above persons at Association expense.
- B. Forms for filing grievances and complaints will be as set forth in Appendix I.

ARTICLE IV

SALARY AND FRINGE BENEFITS

- 4.1 The Board agrees to provide a local salary supplement to all Professional Employees. The local supplement is in Appendix II and reflects pays for 188 days. Increases will occur annually over the life of this contract and will be calculated as follows.
- 4.1.1 Annual local Professionals' salary schedule increase for FY 2025 will be 3%, and additional \$500 for years of experience 0-26, and additional \$1000 for years of experience 27-30.
- 4.1.2 Annual local Professionals' salary schedule increase for FY 26 of 3%.
- 4.1.3 Annual Professionals' salary schedule increase for FY 27 through FY 29 will be the equivalent to 1/2 of the percentage increase in the District Assessed Value, with a minimum of 2% and not to exceed 3%. If the number of contracted work days is other than 188, the salary schedules shall be adjusted accordingly.
- 4.2 The Board agrees to provide an additional local supplement for Extra-Duty positions authorized by the Board of Education. The supplements for such positions will be as provided in Appendix III and IV. These amounts are to be in addition to the full salary schedule for each individual affected. If new positions are added, both parties must agree as to appropriate schedule placement for compensation.
- 4.3 All Extra-Duty supplements will be paid based on the established pay frequency and dependent upon the completion of all duties and necessary paperwork.
- 4.4 The Board will provide at no cost to the Professional Employee a \$25,000 Group Life Insurance Policy with accidental death and dismemberment provisions for each Professional Employee.
- 4.5 Professional Employees holding appropriate certification in the subject and/or grade area of their employment will be reimbursed in accordance with the conditions described below for each credit hour of work, based upon the normal and regular charges made per credit hour by the University of Delaware. The board will only reimburse individuals for actual expenditures to the limit prescribed in the previous sentence. A reimbursement will be contingent upon the Professional Employee receiving prior approval and upon delivery of an unofficial transcript or grade slip of work successfully completed and properly documented receipt from the college or university showing that the tuition has been paid. Prior approval can only be granted through the proper processing of a "Tuition Reimbursement Approval Form" available in the District's online system.
- A. If the Professional Employee completes work at an institution other than the University of Delaware, reimbursement will be limited to a rate not to exceed the current credit-hour rate charged by the University of Delaware.
 - B. It is the intent of this Agreement that approval of courses for the purpose of reimbursement to individual Professional Employees will be made for course work that is in education, in the field of specialty, or relevant to any assignment/activity performed by that employee.
 - C. A Professional Employee who has achieved National Board Certification or recertification will be eligible for reimbursement, pursuant to the conditions of this article. The amount received from the Cape Henlopen School District will not exceed the total fee for the National Board Certification or recertification program. Professional Employees will be reimbursed at the completion of the certification process.

4.5.1 Conditions and procedures that will apply are:

- A. Professional Employees will be reimbursed for courses up to and including six (6) credit hours completed between July 1 and the following June 30. Reimbursement will first be approved for one(1) course to be taken at any time during the school year. No individual will be reimbursed for more than three (3) credit hours in a given year (July 1 to June 30) until such time it can be determined that funds available will permit everyone requesting reimbursement in that year to be reimbursed for up to three (3) credit hours. Reimbursement for courses up to three (3) credit hours will be considered and authorization made in the sequence of receipt of applications for approval of specific courses.

Based on the availability of funds, all individuals requesting a total of four to six (4-6) credit hours will receive reimbursement from the remaining funds for the second three (3) credit hours. These funds will be equally distributed among these individuals on a per-credit- hour basis.

- B. Courses or credits in specialized professional fields other than education (example: theology, law, business administration, etc.) will be recognized for tuition reimbursement only if such courses or credits are acceptable for placement on the salary schedule by the Professional Accountability Section of the Department of Education.
- C. Only courses or credits in the subject matter area of a particular Professional Employee's assignment will be recognized for the purposes of tuition reimbursement except in cases in which the Professional Employee is pursuing a program of study leading to a Master's degree. A maximum of fifteen (15) credit hours will be recognized for the purpose of tuition reimbursement for courses other than in a Professional Employee's subject area for such Professional Employees pursuing a Master's degree.
- D. The Board will provide local funds for reimbursement of tuition costs as described in previous paragraphs. This money will be in addition to any State allocation for tuition reimbursement. For the life of this contract the Board will provide an amount of \$60,000 each year for tuition reimbursement plus \$20,000 each year for exclusive use of Consortium staff for required course work with Early Childhood Exceptional Children Special Education Teacher and/or Teacher of Students with Autism or with Severe Intellectual Disabilities certifications.
- E. Each amount will be divided into two reimbursement periods, covering Summer/Fall classes, which will be reimbursed in January, and Winter/Spring classes, which will be reimbursed in May. Any remaining funds will be prorated based on the criteria in 4.5.1 A-D and disbursed by June 30 up to the maximum amount, as outlined above. Any remaining funds from the \$60,000 after this final reimbursement, will be added to the appropriation of the subsequent year. Any remaining funds from the \$20,000 Sussex Consortium allocation will be forfeited.

4.6 The Board agrees to provide funding for members of the bargaining unit for payment toward the approved state medical/health, dental and/or vision plan coverage up to a maximum of \$180 per month for the life of this contract.

- A. The Board will not provide the State-supported premium cost for a Professional Employee who is ineligible for coverage as defined by the State of Delaware. A Professional Employee who is otherwise eligible for a district contribution may not receive a cash equivalent of the contribution in lieu of the coverage itself.
- B. Part-time Professional Employees working a minimum of 18.75 hours per week will be

eligible for this benefit as long as they pay for the state share of the benefits.

- 4.7 For the life of the contract, beginning in January of each calendar year, the District will pay into the Delaware State Flexible Spending Account \$500 on behalf of each member who properly enrolls. The plan will be administered pursuant to applicable procedures, laws, and regulations. In lieu of participation in the Delaware State Flexible Spending Account, an employee may elect to receive a taxable payment of \$350 to be distributed in paychecks throughout the year.
- 4.8 Those Professional Employees who are required to attend any required meetings that extend more than thirty (30) minutes beyond the contractual work day will be paid a minimum of one hour at the maximum State hourly rate. For meetings that extend more than an hour beyond the contractual work day, Professional Employees will be compensated in quarter-hour increments at the maximum State hourly rate.

ARTICLE V PROFESSIONAL EMPLOYEE RIGHTS

- 5.1 Pursuant to Chapter 40, Title 14, Delaware Code, the Board and CHEA hereby agree that every Professional Employee employed by the Board will have the right freely to organize, join, and support the CHEA and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of Delaware, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Professional Employee in the enjoyment of any rights conferred by this law or other laws of Delaware or the Constitutions of Delaware and the United States. The Board or its representatives will not discriminate against any Professional Employee with respect to salaries, Professional Employee benefits, and working conditions by reason of his/her membership in the CHEA and its affiliates, his/her participation in collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any working conditions.
- 5.2 Just Cause Provision - No disciplinary action including the following: discharge, discipline, reprimand, reduction in rank or compensation, arising from any activity on behalf of the School District (with the exception of summer school activities) will be taken against any Professional Employee without just cause. Any such action asserted by the Board, or any agent or representative thereof, will be subject to the grievance procedure herein set forth.
- 5.3 An employee will not under normal circumstances be disciplined or reprimanded in front of staff members, students and/or parents of students by the administration or supervisory staff. It is recognized that in special circumstances affecting the immediate safety of students it may be necessary to immediately reprimand or discipline an employee. Such action will be taken with maximum discretion.
- 5.4 When any Professional Employee is requested to participate in a meeting with an administrator, the Professional Employee will be informed of the purpose of the meeting, and, if the meeting may result in disciplinary action, the administrator will provide notice of the meeting in advance and inform the employee of the right to be represented. Such a meeting will take place within two (2) days of the time the Professional Employee is requested to participate in the meeting unless the need exists for timely information. Timely information is defined as information needed to address situations involving the safety and/or welfare of students or staff members enabling the administrators to respond to pertinent individuals about the situation. In this case, a representative will be selected by the employee from available representatives.
- A. The Professional Employee's representative is present to observe, assist the Professional Employee, clarify the facts, suggest other Professional Employees who may have knowledge of the facts, and

help ensure fair treatment for the Professional Employee. All efforts will be made to provide the Professional Employee with an opportunity to give his/her own account of the situation. When necessary, substitutes and/or internal coverage will be provided for the employee and his/her CHEA representative.

- B. If a Professional Employee is required to appear before the Board or an agent of the Board for the purpose of confronting the Professional Employee with allegations of misconduct and the results of such a meeting could adversely affect the Professional Employee's continued employment or salary, the Professional Employee will, at least three (3) days prior to the meeting, be given written notice and specific reasons for the meeting. Where there are reasonable grounds to believe that such notice will result in the destruction of or non-availability of necessary evidence and witnesses, the requirement to provide notification may be suspended only as long as it is necessary to secure the evidence or witnesses.
 - C. A Professional Employee may request representation of his/her choice prior to or at any point during a meeting. If the Professional Employee requests representation, the employer will postpone the meeting for a reasonable period of time [no later than two (2) days] in order for the Professional Employee to secure representation except when the need for timely information exists as defined in this article.
 - D. The exercise of the right to representation by the Professional Employee will not interfere with normal employer prerogatives. The employer may continue the investigation of an incident leading to discipline without interviewing or meeting with the Professional Employee in question.
 - E. The provisions of this article will not apply to work-area conversation, such as: providing instructions, training, or suggestions to improve work techniques.
- 5.5 No Professional Employee will be prevented from wearing pins up to 1 3/4 inches or other identification.
- 5.6 When a teacher assigns an alphabetical symbol or numerical rating as a grade that assesses a student's performance on an individual project, such as a grade or test or for homework, or that assesses a student's collective performance, such as a grade for a marking period or semester, only the assessing teacher or the Superintendent of the school district in which the grade was assigned may alter the student's assigned grade. The Superintendent will give written notice of the alteration to the teacher who assigned the grade and to the Secretary of Education. The notice must include the name of the student, the name of the teacher, the title of the course for which the grade was altered, the reason or reasons for the grade alteration, and the extracurricular activities in which the student has participated and intends to participate during the school year. Review of grades issued by a teacher will not be the sole criteria for the determination to not retain a teacher.
- 5.7 Members of the CHEA will be entitled to have CHEA representatives when a CHEA member is required to appear before the Board of Education following a reprimand by the Board or when a reprimand is to be given by the Board.
- 5.8 Each Professional Employee in the bargaining unit will have access to and be made aware of the employer's policies, guidelines, standard operating procedures, employee duties, responsibilities, rules and regulations concerning pupil behavior and the duties regarding the enforcement of the code of conduct prior to the first student day. Copies will be provided upon request at no cost to the employee.
- 5.9 The employer agrees to provide and maintain teaching materials for each Professional Employee in the bargaining unit after approval by responsible district administrators.
- 5.10 School Access
- A. Recognizing a need for Professional Employees to have access to their teaching stations beyond the normal school day for job related professional business, the district will provide an entry

system for each school. Access will not be unreasonably denied to Professional Employees. Abuse/misuse of the provisions of this article could result in disciplinary action.

- i. Professional employee access to the building will be within the hours of 5:00AM and 11:00PM. Professional Employees who access a building while custodial employees are present will not interfere with custodial duties. There will be no custodial overtime costs as a result of building access as defined in this section. During weekends, summer, and holidays, Professional Employees enter the building at their own risk, unless participating in a district-approved program not covered under a "building use agreement." If a situation arises that necessitates access outside of the aforementioned hours, the employee must notify the building administrator by email as soon as possible.
- ii. Professional Employees will leave the building in good condition.
- iii. Person(s) accompanying the Professional Employee may enter the building only with prior written approval of the building administrator. Under all circumstances, additional person(s) accompanying the Professional Employee will remain under the direct supervision of the Professional Employee and will remain in the Professional Employee's workstation(s).
- iv. Animals will not be brought into the building without prior administrative approval.
- v. Professional Employees will leave their respective work station(s) and building secure (including, but not limited to - lights out, windows and doors closed and locked, equipment put away and turned off; and water turned off).
- vi. If the Professional Employee discovers a situation that could jeopardize the health/safety of an employee or condition of the building, the Professional Employee will make a reasonable effort(s) to remedy the situation.

B. Professional Employees supervising extracurricular activities will be given keys to appropriate related areas for the duration of the season/program. Coaches supervising approved programs beyond a season will have access to the appropriate related areas for the duration of the program.

- 5.11 The use of information derived from any video or audio systems or surveillance devices will be prohibited for purposes of routine performance evaluation or for routine monitoring employee activities and behavior. With the exception of a criminal investigation, employees will be informed about the use of the above.
- 5.12 With prior approval by the immediate supervisor, provisions will be made for those Professional Employees who take college coursework for certification/recertification or other relevant professional development to leave their site immediately after student instructional time to facilitate their arrival for the start of class. Approval will not be unreasonably denied.
- 5.13 Employees may carry personal cell phones during the workday. Employees may use cell phones for emergencies and school business provided such use does not cause interference or disruption with the instructional program. Personal calls will not be within earshot of students.
- 5.14 Professional Employees who must pack/unpack their classrooms outside the normal work day will be compensated at the non-product rate with building administrator approval.

ARTICLE VI
PROTECTION OF PROFESSIONAL EMPLOYEES AND THEIR PROPERTY

- 6.1 The district and CHEA agree that effective means for the protection of employees and property are essential to the smooth functioning of the school district. Professional Employees who can substantiate to the building principal or their immediate supervisor that an unsafe or hazardous condition exists will not be required to perform tasks which endanger the health, safety, or well-being of the Professional Employee. Employees will report in writing (except in cases of emergency) all unsafe and hazardous conditions to the building principal who will investigate and evaluate the conditions and report his/her findings and actions taken to the reporting employee within three (3) working days. When the temperature in a classroom falls below 60 degrees F. or rises above 85 degrees F. or when the relative humidity exceeds the ASHRAE standards, the administration will make all attempts to relieve the situation.
- 6.2 The Board will reimburse Professional Employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a Professional Employee while the Professional Employee was acting in the discharge of his/her duties within the scope of employment.
- 6.3 A Professional Employee may, within the scope of his/her employment, use and apply such force as is reasonable and necessary to quell a disturbance threatening physical injury to others or to protect himself/herself if attacked.
- 6.4 The Board will give full support including legal and other assistance for any assault upon the Professional Employee while acting in the discharge of his/her duties or while quelling a disturbance threatening injury to others as long as the Professional Employee's and the Board's interests are the same.
- 6.5 The Board will hold harmless and not require restitution from any Professional Employee who is assigned the responsibility of handling monies for the school district if said funds are stolen.
- A. Providing the Professional Employee has taken adequate care to protect the monies while in his/her custody.
 - B. Providing the Professional Employee has complied with all the requirements of the Cape Henlopen Internal Accounting Manual.
- 6.6 Within each classroom or workstation the employer agrees to provide each professional employee a separate, individual, lockable space to secure personal items.

**ARTICLE VII
PERSONAL AND ACADEMIC FREEDOM**

- 7.1 The personal life of a Professional Employee is not an appropriate concern or attention of the Board except as it may significantly impair the Professional Employee from performing his/her assigned functions during the workday.
- 7.2 Professional Employees will be entitled to full rights of citizenship, and no religious or political activities (away from and apart from the school or school programs) of any Professional Employee or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such Professional Employee.
- 7.3 Teachers will be guaranteed the right to explore issues relevant to the content of the course they are teaching so as to ensure maximum potential growth of the students, as long as these issues are relevant to and not in conflict with accepted district philosophy and/or approved district curriculum.

**ARTICLE VIII
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- 8.1 To provide an educationally sound environment, discipline must be maintained according to the District Student Code of Conduct and applicable District discipline policies at levels where the Student Code of Conduct does not apply. It is the responsibility of all professional personnel to insist upon and maintain control of all students as provided for in these policies. Administrators will provide prompt, effective, and consistent support pursuant to applicable policy for Professional Employees when student disciplinary infractions occur.
- 8.2 Disruptive Students
 - 8.2.1 Pursuant to the Student Code of Conduct, with proper documentation an employee may remove from class or whenever disruptive behavior occurs, a student whose misbehavior or disruptive behavior makes the continued presence of the student in the classroom intolerable or detrimental to the other students. This student will be directed to an area that has been designated by the building administrator. Unless specifically created for that purpose or in case of extreme emergencies where no other supervised area is available, no employee's class will be used as a place to send disruptive students for disciplinary reasons or as a holding area for unsupervised students. This will include libraries and study halls. A student so excluded will be returned to class after the building administrator or designee confers with the student and takes appropriate action in accordance with the Student Code of Conduct. Normally, when the student is returned to class, the employee will be informed as to what action has been taken. Additionally, when a referral has been submitted, employees will be informed by the administrator or the designee in writing within five (5) business days as to the status of the disciplinary referral.
 - A. When disciplining students, the building administrator or designee will take appropriate action as specified by the Student Code of Conduct.
 - B. Upon request, employees will have access to all discipline records of students they teach or students referred by the teacher to the Administration for discipline reasons. It is not the intent of this section to deny information to a teacher concerning prior disciplinary matters, intervention strategies, etc., regarding students who are chronically disruptive in that teacher's classroom.
- 8.3 Every student will be informed of his/her responsibilities as outlined in the Student Code of Conduct

at the beginning of each school year. An administrator will be responsible for reviewing these policies each year with his/her staff and ensuring that all students are informed of the rules and regulations specified by the Student Code of Conduct during the first full week of school.

- 8.4 Each school will devote a portion of the in-service time at the beginning of each school year to review procedures and define responsibilities as outlined in the Student Code of Conduct. New professional personnel will receive training as to the nature and implementation of the District and Building policies where applicable.
- 8.5 The CHEA President or his/her designated representative will be a standing member of the District Safety Committee.

ARTICLE IX PERSONNEL FILE

- 9.1 Any Professional Employee may review, with a representative of the Office of Human Resources, the contents of their personnel file with the exception of confidential reference forms and letters. Any such confidential reference forms and letters that are not in the official personnel file and not made available for the employee's perusal during review by the employee may not be used in any disciplinary proceeding, including dismissal, against the employee. The Professional Employee will make a request to the Office of Human Resources two (2) working days prior to the review of the material. Such review will not normally be made more than three (3) times during the school year and will be made during the regular and normal working hours of the Office of Human Resources at a mutually agreed- upon time.
- 9.2 No material, including records of court proceedings, derogatory to a Professional Employee's conduct, service, personality, or character will be placed in the employee's personnel file without the Professional Employee receiving a copy. Prior to material being forwarded to the district central file, the administrator will discuss the situation with the Professional Employee. Such material will be forwarded to the district central file by June 30 of that calendar year. If confirmation of the receipt of material has not been received by the June 30 date, the timeline will be extended until such time that receipt can be confirmed. The Professional Employee will have the right to comment upon material filed, and his/her comment will be reviewed by the Superintendent of Schools or his/her designee and attached to the file copy. The Professional Employee has the right to attach a comment to court proceedings letter of comment to court proceedings.
- 9.3 The district recognizes the need for confidentiality of and the limiting of access to personnel records. Anyone who reviews a Professional Employee's file will sign and date a mutually developed form. The completed form will be placed in the Professional Employee's personnel file and a copy will be sent to the Professional Employee. Staff employed in the Office of Human Resources may have access and review for routine duties without completing the review form.
- 9.4 A Professional Employee may request in writing that reprimands and other material of a disciplinary nature that have been placed in his/her personnel file be removed. Such a request may only be made after a period of three (3) years from the date of placement in the personnel file and if no documentation of similar offenses has been placed in the file in the three (3) years. Requests will be made to the superintendent of schools. The superintendent's decision as to whether requested documents will be removed from the employee's personnel file is final, will be issued in writing, and will not be subject to the grievance procedure.
- 9.5 A Professional Employee will be permitted to have material in his/her file reproduced. Such reproduction will be done in the school district office at the convenience of district office staff and at the expense of the individual Professional Employee.

- 9.6 Files will not be removed from the district office building except by appropriate administrative personnel.
- 9.7 A representative of the CHEA will, at the Professional Employee's request, accompany the Professional Employee and be present during the Professional Employee's review of his/her file. A Professional Employee will provide notarized written authorization for an Association representative to view one's file in one's absence.
- 9.8 There will not be established any separate personnel file other than the official one kept at the district office building.

ARTICLE X

TEACHER ASSIGNMENT AND POSTING OF VACANCIES

10.1 Definitions

- A. Transfer - A transfer is any change in assignment that involves movement from one building/administrative unit to another.
- B. Reassignment - Any substantial change of assignment within one building or administrative unit. The Sussex Consortium is a single administrative unit with multiple locations.
- i. At the elementary level, a change of grade level or program constitutes a reassignment.
 - ii. At the secondary level, a change of content area or program constitutes a reassignment.
 - iii. In the Sussex Consortium, a change from one Sussex Consortium location to another Sussex Consortium location constitutes a reassignment.
- C. Permanent Position Vacancy - A permanent vacancy is any professional position in the district currently unencumbered or expected to become unencumbered by virtue of resignation, retirement, or other similar event, or because it is newly created.
- D. Temporary Position Vacancy - Any professional position in the district with a finite duration and/or currently encumbered by a Professional Employee on temporary leave of absence.
- E. Seniority - Length of service in accordance with the Cape Henlopen School District Professional Employees RIF List as determined by Article XI Reduction in Force (RIF). Service as an administrator will count toward service credit.

10.2 Posting of Vacancies

- A. The posting will include, but not necessarily be limited to, title of position, certification requirements, whether the position is temporary or permanent, type of salary schedule applicable, preferred qualifications, and whether the position is full-time or part-time.
- B. All vacancy postings will be sent electronically to all Professional Employees.
- C. Positions that are not filled will continue to be electronically posted until filled.
- D. The District will acknowledge the receipt of all applications in the electronic application system.

10.3 Employee Initiated Transfers and Reassignments

Beginning in January of the current school year, building administrators will collect reassignment requests from their professional employees for the following school year. Around the same time the District Office will collect professional employee requests for transfers for the following school year. This is for informational and human resource planning purposes.

- A. To be considered for a transfer, professional employees must have the minimum qualifications, an acceptable attendance pattern and the absence of an operative improvement plan under the current evaluation system.
- B. The Professional employee must apply for a vacancy through the online application process pursuant to 10.2 D.
- C. From among the qualified and certified internal applicants, the top three (3) senior candidates as detailed on the RIF list, will be afforded an interview for the position.
- D. Professional employee candidates who are interviewed and are not awarded the position, the reasons for said decision will be made available, in writing, upon request by the professional employee. Reasons must be valid and factually based.

10.4 Employer-Initiated Transfers and Reassignments

- A. Employer-initiated transfers will only occur when a change in program or enrollment makes such a change necessary or when a specific problem that has been identified makes such a change necessary. The person within the building/administrative unit in the certification area from where the transfer is necessary with the least district seniority will be the one selected for the transfer unless doing so would create a specific defined problem. Professional Employees involved in the changes will be notified when such decisions are made.
- B. Employer-initiated reassignments will only occur when a change in program or enrollment makes such a change necessary or when a specific need has been identified makes such a change necessary. Prior to a reassignment occurring, the building administrator will ask all professional staff members working in the building if they are interested in the available position. The staff member chosen to be reassigned will be solely at the discretion of the administrator. The intent of reassignment is to do what is best for the education of students. Reassignment will not be used as a form of retaliation. Professional employees involved in the changes will be notified when such decisions are made. Reassignments will be at the discretion of the administration. Such decisions will be made by August 1 of each year unless unique circumstances occur after August 1. The reasons for said decision will be made available, in writing, upon request by the professional employee. Reasons must be valid and factually based.
- C. When a new building is opened, staffing of the building will be based on seniority according to the RIF list.

10.5 Summer School, Extended School, Extra Instructional Programs

When filling vacancies for any program offered during a time other than the employee contract day, consideration for that position will be given to qualified and certified applicants and the position will be awarded using the following procedure.

- i. Vacancy announcements will be posted for all open positions. Internal posting will close in 10 days; after such time, staff will be considered in 10.5 v.
- ii. All consideration will be given to those who work primarily in the area to be hired, have performed satisfactorily (effectively/collaboratively) in their current position, are in good standing with attendance, and, if previous experience with the program, had satisfactory prior performance.
- iii. First consideration will be given to those who currently work in the building.

- iv. Second consideration will be given to those who currently work in the Cape district.
- v. Last consideration will be given to external candidates as well as anyone who did not meet criteria of 10.5 i and ii.
- vi. All staff new to the program will be interviewed.

10.6 Every school building will have at least one full time Special Education Coordinator with the High School having at least two full time and Sussex Consortium having at least four full time. Additional half or full-time coordinators will be determined by administration based on teacher units and need.

- A. Special Education Coordinators will be appointed by building administrators annually. In addition to proper certification and qualifications, for the position, Special Education Coordinators will have a continuing or advanced Delaware license.
- B. Full time coordinators and part time coordinators who teach less than 50% of the day will be assigned and paid at Group III of the extra duty schedule. Part time coordinators teaching greater than or equal to 50% of the day will be assigned and paid at Group II of the extra duty schedule.
- C. Team/department chairpersons who also are appointed special education coordinators will receive compensation for both activities. IEP administrative designees who are not coordinators will be paid at the maximum State hourly rate when they perform that role in the absence of an administrator or a special education coordinator with prior approval for hours worked beyond the school day.

ARTICLE XI

REDUCTION IN FORCE (RIF)

- 11.1 Maintenance of the number of Professional Employees appropriate to effectively carry on the educational program of the district is a Board responsibility. The purpose of this policy is to establish the manner in which the necessary reductions of those Professional Employees will be accomplished.
- 11.2 RIF Policy for Professional Employees - Reduction in Force (RIF) will 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 Professional Employees, the superintendent will identify the area, subject, level, or programs that will lose Professional Employee positions, as well as the date that such reductions are necessary and make such recommendations to the Board.
- 11.3 When a Reduction in Force is necessary, the superintendent will make his/her recommendations to the School Board in accordance with the following procedures which recognize the rights of tenured teachers of long service and also the need for the Board to provide qualified Professional Employees for all programs.
- 11.4 Professional Employees subject to reduction in force will receive notification in writing by May 15.
- 11.5 Prior to the "RIFing" of tenured Professional Employees, the Board will attempt to reduce staff in the affected area through voluntary retirement(s), voluntary reassignment(s), or voluntary leaves of absence.
 - A. Non-tenured Professional Employees in the affected area(s) will be terminated first.
 - B. Professional Employees on Board-approved leaves of absence will be subject to all provisions of this policy.

- C. Professional Employees who have been dismissed for any reason other than reduction in staff are not subject to the provisions of this policy. If a Professional Employee resigns voluntarily and is subsequently rehired, he/she will regain his/her years of previous service after serving the number of years equal to the number of years of separation.
- D. Date of employment will mean the first day of service for which the Professional Employee is paid. To receive credit for a month of service, the employee must be employed for sixteen (16) or more calendar days.
- E. Professional Employee newly hired after the first required working day of the school year, and whose employment begins during that school year, will receive a contract. Such Professional Employee will be placed on the ranked list in accordance with the date of such employment, provided there has been no break in employment.
- F. By February 15 of each school year, the Office of Human Resources will assign points to each Professional Employee, tenured and non-tenured, based upon the following designated categories. The Professional Employee with the lowest point total among each district-wide department or "component" is the first Professional Employee to be laid off. A "component" is a teaching area within a department that requires special preparation (e.g., French within a foreign language department). In order to teach a particular component at the secondary level (grades 7-12), the Professional Employee must meet certification as defined by the State Department of Education for that specific component.
- G. A Professional Employee who has successfully taught for at least two (2) years in the district in a field in which he/she is fully certified and who transfers (voluntarily or involuntarily) into an additional area for which he/she is fully certified will remain on the ranked list for the first field of proven expertise. If the Department of Education has not established certification requirements for a specific component, the Professional Employee will meet the minimum requirements as set by the district. At such time as the Department of Education establishes specific requirements, the state requirements will supersede local requisites. After an additional successful two (2) year period in the additional field, the Professional Employee will qualify for placement on the ranked lists for each department with his/her total point accumulation.
- H. A ranked list of Professional Employees in each department/component indicating point totals will be electronically transmitted to all Professional Employees by February 15 of each school year. Any Professional Employee who desires to challenge his/her ranking on the list will notify the Administrator of Human Resources in writing prior to March 1. A Professional Employee's appeal of his/her seniority or classification must set forth the basis for the appeal. A final ranked list will be electronically transmitted to all Professional Employees by March 31 of each school year. If a Professional Employee's seniority or classification 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. Rankings not challenged as provided above will be regarded as correct by the Professional Employee and no further appeals will be honored.

11.6 Categories

A. Category I. Teacher Experience

- i. Two (2) points for each year of full-time employment in the Cape Henlopen School District. A full-time Professional Employee is defined as one who works in accordance with the work day set in the board policy.
- ii. One (1) point for each year of half-time employment in the Cape Henlopen School District. A half-time Professional Employee is defined as one who works for the Cape Henlopen School District for a minimum of one-half of the day as described by Board Policy, but not

working full-time.

- iii. No points for each year of part-time employment in the Cape Henlopen School District for Professional Employees working less than one-half of the defined day.
- iv. One-half (1/2) of a point for each year of full-time teaching experience outside the Cape Henlopen School District.
- v. Two tenths (2/10) of a point will be given for each month of service within the district for segments of a year. Five one-hundredths (5/100) of a point will be given for each month of service outside the district for segments of a year.

Half-time and part-time professional personnel employed by Cape prior to and during the 1981-82 school year will receive full credit. Persons employed subsequently will be subject to the half-time provisions of this policy.

B. Category II. Preparation

- i. Four (4) points for a Bachelor's degree on the salary schedule.
- ii. Five (5) points for a Bachelor's degree + 15 on the salary schedule.
- iii. Six (6) points for a Bachelor's degree + 30 on the salary schedule.
- iv. Seven (7) points for a Master's degree on the salary schedule.
- v. Eight (8) points for a Master's degree + 15 on the salary schedule.
- vi. Nine (9) points for a Master's degree + 30 on the salary schedule.
- vii. Ten (10) points for a Master's degree + 45 on the salary schedule.
- viii. Twelve (12) points for a Doctorate on the salary schedule.

C. Category III. Breadth of Preparation

- i. A point is awarded for each additional area of teaching certification and National Board Certification as verified by the Department of Education. (It is the Professional Employee's responsibility to have all verification of certification in the district office prior to January 15.)
- ii. Points awarded in each category above are weighted as follows:

Category I x 5

Category II x 4

Category III x 3

- 11.7 In case of a tie, the first tie-breaker will be the total number of points in Category I; the second tie-breaker will be the total number of points in Category II; and the third tie-breaker will be the total number of points in Category III. If a tie still exists at this point, the superintendent will recommend to the Board of Education the individual to be retained, taking into consideration extracurricular activities, community involvement, and school committee work.
- 11.8 Professional Employees dismissed by way of the RIF procedures will be placed on a recall list, maintained by the Administrator of Human Resources, for a period of one (1) year with an option to be continued on the list for two (2) additional years. Professional Employees will be offered reemployment

in any previous employment fields for which they held certification in reverse order of their dismissal. Professional Employees who have been "RIFed" and subsequently recalled by the district will maintain all accumulated seniority which they had established at the time of their "RIFing." "RIFed" employees with multiple certifications will be considered for positions that open for which they are certified.

- 11.9 When a vacancy occurs in the area of the Professional Employee's last employment field for which he/she holds certification, the appropriate Professional Employee on the recall list will be notified by certified mail. When notification takes place prior to August 15, a Professional Employee on the recall list will have ten (10) calendar days from the date of delivery or attempted delivery of the superintendent's letter to respond by registered mail, return receipt requested. The superintendent will interpret no response as a refusal. When notification takes place subsequent to August 15, it will be by telephone to the Professional Employee, and the Professional Employee will be expected to respond within twenty-four (24) hours of the call. If employed when recalled, the Professional Employee will be expected to assume the teaching position within fourteen (14) days. If unemployed, the Professional Employee will be expected to assume the teaching position within two (2) calendar days after the acceptance of the recall.

An employee will be eligible to be recalled from the RIF list in each category they are listed on and certified to teach. If the employee is offered a position in the RIF category from which they last worked and decline the position, they will be removed from all categories on the RIF list. If the employee is offered a position in a RIF category that they were not last employed and decline, they will be removed from the category on the RIF list in which they were offered the position.

- 11.10 It will be the responsibility of Professional Employees on the recall list to inform the Administrator of Human Resources in writing of address and/or phone changes and of their desire to be continued on the recall list for an additional year.
- 11.11 Individuals who have been laid off and who are on the recall list may continue fringe benefits where the company/carrier permits if the employee agrees to pay the premium(s). Information regarding fringe benefits and responsibilities of the "RIFed" personnel will be distributed to all "RIFed" personnel by the district office by May 30.
- 11.12 Professional Employees on the recall list will, upon written request, be given first consideration as substitute teachers within the district.
- 11.13 The Board will provide CHEA and each building principal a copy of the recall list by May 15 of each year. Appeal of the RIF procedure is covered under Due Process Procedures as found in Delaware Code and this contract.

11.14 Departments and Components

Because of new License/Certification issues, the listing of Departments and Components may vary. As Titles and Certification changes, the list may be modified periodically throughout the contract period to accommodate these changes from the Department of Education. The list and certification requirements can be found in the Delaware Administrative Code, Title 14, Chapter 15.

ARTICLE XII

PREPARATION AND PLANNING TIME/MEETINGS

12.1 Planning Time

- A. Professional Employees in the bargaining unit will be granted a full thirty (30) minute duty-free lunch period. Except in the case of an emergency, these thirty (30) minutes will be free of students.

- B. In addition to this thirty (30) minute duty-free lunch period, teachers will be granted the following amount of preparation and planning time:

Each professional employee will have a minimum of two hundred fifty-five (255) minutes of individual planning and preparation time weekly which will occur in daily increments of no less than thirty (30) minutes. This uninterrupted time will be at the discretion of the professional employee.

An additional ninety (90) minutes weekly will be at the discretion of the administration.

- C. On occasion, there may be a necessity to hold legally required meetings in the minutes available between the 90 administrative minutes and the 255 individual planning and preparation time minutes at the middle and high schools. Every effort will be made to limit these meetings. Should these meetings occur in excess, the professional employee should first raise the concern with the administrator. If a resolution cannot be reached, the professional employee may initiate the grievance process at level two.
- D. Sussex Consortium professional employees will have this planning time within the Professional Employee contract day. All other professional employees will have this planning time within the student day.
- E. Planning periods referred to herein will be limited to such activities as lesson preparation and/or other purposes related to the instructional program and is encouraged to be collaborative in nature with grade level or subject area team members. Use of planning time will be primarily at the discretion of the Professional Employee and will not be usurped as long as it is consistent with the above definition and district procedures or policies. Except in the case of an emergency, teachers will not be asked to cover another teacher's class during a planning period.
- F. Professional Employees employed for more than sixty (60) percent of the teacher day will be provided as paid work time at a prorated portion of the planning time provided to full-time Professional Employees.
- G. Time spent traveling between buildings by Professional Employees, of whom such travel is required will not be counted in the calculation of planning and preparation time or duty-free lunch as provided in this article.
- H. During the week necessary to deal with grades/report cards, meetings will not be held during the school day with the exception of those required by law. The week in each marking period will be determined in advance by a combination of District leadership and the CHEA.
- I. Throughout the life of the contract, at the beginning of each work year, the first day will be reserved wholly, without interruption, for the use of Professional Employees in preparing their classrooms and/or materials for the ensuing school year. The administration will schedule the first of the end of the year professional work days for district/building meetings and/or in-service. After that day, one day, without interruption, will be reserved wholly for the use of Professional Employees for the tearing down/packing of classrooms/buildings at the end of the work year. Unless there are extenuating circumstances, district or building meetings will not be scheduled on those days.

12.2 Meetings

- A. Each school building will have an established building leadership/school improvement team

that will comprise grade level/department/team chairs, building administration, a CHEA representative, a special education representative, and a related arts representative. The team may also include a counselor, social worker, building nurse, and any other pertinent member needed, as approved by the school administration. When applicable, a Sussex Consortium representative may be assigned as a team representative to their assigned satellite location in collaboration with the building and the Sussex Consortium administrations.

- i. Each grade level/department/team will select a representative to be the grade leader/department chair. The special education coordinator will be appointed by the building administrator.
 - ii. The administration may seek input and consider recommendations of the building leadership team regarding, but not limited to, topics such as budget, school-wide initiatives, delayed opening and planned early dismissal schedules, and problem solving.
 - iii. A building administrator may facilitate the meetings.
 - iv. The representatives of the building leadership/school improvement team will serve as a channel for bringing staff concerns to the agenda for discussion.
 - v. Building leadership/school improvement team members who are not already receiving stipends from Appendix IV and who are standing members of the team and/or invited by the building administration to attend, will be paid at the product rate for attending the meetings.
 - vi. The CHEA representative will be designated by the CHEA.
 - vii. Team members can be removed by the Principal if they are not performing the duties as outlined in the building leadership/school improvement team job description.
- B. In addition to the in-school work day, Professional Employees will participate in activities that promote the educational process or provide professional growth. Recognizing that circumstances may vary from school to school, the parties agree to the following needs:
- i. Recognizing that the administration needs more than one meeting a month to successfully and efficiently manage a building, a building administrator may schedule up to three (3) professional meetings per month: e.g., faculty meetings, department meetings, building committee meetings, and/or grade level/team meetings.
 - ii. After input/discussion with staff or building representatives, such meetings will be held on the day of the week established by the building leadership team in each building.
 - iii. This does not include volunteer action committee meetings, social committee meetings, and meetings of department heads that are initiated by individual Professional Employees or groups of Professional Employees or emergencies.
- C. Except in the case of emergency or with mutual consent, all meetings will take place directly before or after the student day. All meetings will last no longer than 45 minutes plus 15 minutes for a CHEA meeting.
- D. With the exception of emergency meetings, notice of meetings will be given a minimum of five (5) days in advance, and an agenda for a meeting will be provided to employees one (1) day in advance of the meeting. Such agenda may be modified and updated at the time of the meeting. Employees may recommend that items be placed on the agenda.

- E. For this Article, emergency will be defined as an unforeseen combination of circumstances or the resulting condition that calls for immediate action or a pressing need. Immediate action will be taken. When time and circumstances permit during a prolonged emergency, a best effort will be made by the administration to consult with the appropriate staff members including at least one CHEA building representative (the committee) to find relief from the emergency situation. Where the collaboration with the committee does not produce a workable, immediate solution, the administration will have the unilateral authority to act in the best interests to protect the health, safety, or welfare of any one or all of the following: students, staff, employees, guests, and/or the Cape Henlopen School District.

12.3 Evening Events

- A. Teachers will be required to attend up to four (4) evening events per school year. The total time for each of the evening events will not exceed three and one-half (3.5) hours. Teachers will be granted three and one-half (3.5) hours of compensatory time for attendance at each of these events.
- B. The District and CHEA will collaborate in determining the evening events that are mandatory and the dates the compensatory time will be granted each school year. Compensation time for evening events will be provided in full-day increments whenever feasible.

12.4 Dual-Certified Elementary Compensation for IEP Writing

Elementary case managers who are teachers of record may request a ½-day substitute or three (3) hours at the product rate for the purpose of writing an annual IEP. This compensation will be provided for each annual IEP that is written by the elementary case managers who are teachers of record.

- A. When the half day is requested, advanced notice will be given so that appropriate coverage can be ensured.
- B. When the three (3) hours option is chosen, the elementary case manager will submit hours upon the completion of the IEP.

ARTICLE XIII CURRICULUM ADOPTION STUDY COMMITTEE

- 13.1 When considering new curriculum, textbooks, and instructional materials for adoption and purchase as part of a district-wide curriculum adoption, the Board agrees to consider the recommendation of the Curriculum Study Committee. The committee will consist of district administrators and other members selected from the Professional Employees. The decision of the Board will be final.
- 13.2 Professional Employees will receive individual written notices of the pending formation of a Curriculum Study Committee. Professional Employees interested in serving on this committee after notification will submit their names in writing to the appropriate director of curriculum for consideration for said committee. The administration will appoint a committee with a balanced representation of communities, grade levels, and subject areas involved in the curriculum study.
- 13.3 Prior to the adoption of the new district-wide curriculum, textbooks, or instructional materials, the Curriculum Study Committee will meet for curriculum development and to establish guidelines to be used for the adoption. Committee members will be paid at the maximum state hourly rate. Committee members will be paid when meetings are scheduled at times other than the regular school year.

**ARTICLE XIV
MISCELLANEOUS PROVISIONS**

- 14.1 The Board and CHEA agree that there will be no discrimination and that all practices, procedures, and policies of the school system will clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of Professional Employees, or in the application or administration of this Agreement based on Delaware Code, Title 19, Chapter 7, Subchapter II, § 711.
- 14.2 If any provision of this Agreement or any application of this Agreement to any Professional Employee or group of Professional Employees is held to be contrary to law, then such provision or application will be deemed not valid, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 14.3 Any individual contract between the Board and an individual Professional Employee, heretofore or hereafter executed, will be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement during its duration, the Agreement will be controlling.
- 14.4 Copies of this Agreement will be made available on the district website after the Agreement with the CHEA is consummated.
- 14.5 The CHEA president, upon advice of the CHEA Minority Action Committee (CHEA-MAC), will recommend teachers to the superintendent of schools for participation in the development of the district's professional recruitment program. Teachers so recommended will provide input into basic recruitment strategies and techniques as they relate to the employment of minority persons. The goal of such participation will be to increase the number of minority persons successfully recruited into professional employment in the district. As part of this plan, minority teachers may be invited to participate in recruiting trips by the administration and/or Board.
- 14.6 The district will provide a minimum of two telephone(s) with long distance capability in each building for Professional Employees to conduct district business in a relatively quiet, private setting where normal conversation is not overheard.

**ARTICLE XV
CHEA RIGHTS AND PRIVILEGES**

- 15.1 The Board agrees to make the following available to the CHEA upon request:
- A. Budgets, as contained in Board minutes or as appendices to Board minutes.
 - B. Annual audit reports made on the fiscal records of the Cape Henlopen School District pursuant to provisions in Title 29, Sections 2906 through 2909, Delaware Code. Such audit reports may be examined in the district office during regular office hours.
 - C. The annual published report.
 - D. The minutes of the Board meetings and appendices and/or attachments.
 - E. The privilege of an Association member to address Professional Employees for up to fifteen (15) minutes at faculty meetings scheduled by the Board or administration.
- 15.2 Whenever the Board or the administration requests a representative(s) of CHEA to participate in a conference or other meetings during the normal school day, the individual(s) involved will suffer no

loss in pay.

- 15.3 The CHEA and its representatives will have the right to the use of the school buildings for activities in accordance with the policy of the Board and upon proper request.
- 15.4 The CHEA will have the right, upon request, to use school facilities and equipment, including, but not limited to: calculating machines, all types of audio-visual equipment, and computers, printers, hardware, and software according to the provisions of Title 14, Section 1056, Delaware Code.
- 15.5 The Board will provide in every existing faculty room bulletin board space for the use of the CHEA and its affiliates.
- 15.6 The CHEA officers will have the right to use the interschool mail facilities and school mailboxes and intranet and internet including the CAPE listserve of its membership for the reasonable dissemination of appropriate education related Association business.
- 15.7 District-wide orientation programs for new Professional Employees when scheduled by the administration or Board will include topics sponsored by the CHEA not to exceed thirty (30) minutes. A minimum of one (1) such meeting will be scheduled during the month of August or September.
- 15.8 The rights and privileges of the CHEA and its representatives as set forth in the Agreement will be granted only to the CHEA as the exclusive representative of the Professional Employees, and to no other Professional Employee organizations during the life of the contract.
- 15.9 Duly authorized representatives of the Association and their respective affiliates will have the right to transact official Association business on school property provided this does not interfere nor interrupt normal school operations.
- 15.10 The Board will grant twenty (20) days leave to the Association. The President of the Association is entitled to twelve (12) days, allowing the remaining days to be delegated amongst the other officers and/or members as deemed by the President. Special circumstances may cause the President to need more than twelve (12) days with a maximum of twenty (20); therefore, he/she should apply to the Superintendent for approval of additional days. The first ten (10) days can be taken from the Association's portion of the unencumbered balance, with the second ten (10) days from the Association dues.
- 15.11 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.
- 15.12 CHEA representatives may have the right to meet with the administrative staff during non-pupil contact time. All such requested meetings will be prearranged and mutually agreed to.
- 15.13 No other Professional Employee group may represent a Professional Employee or a group of Professional Employees in matters related to this Agreement.
- 15.14 The Board will make available for the Professional Employees' and Association's reference current copies of the Board's policies and administrative regulations on the district website. All Professional Employees will be electronically notified of changes to Board Policy.
- 15.15 Any member of the Association who holds the office of president in the state or national Association will be granted a full leave of absence without any pay for the period of his/her presidency and be returned to the position he/she held prior to the leave of absence.

- 15.16 The Board agrees to deduct from the salaries of its Professional Employees dues in compliance with Title 14, Section 4004C, Delaware Code, and under the rules established by the State Treasurer.
- 15.17 The CHEA will annually certify to the Board in writing the current rate of its unified membership dues.
- 15.18 The president of the CHEA, or his/her designee, will have the right to address the Board at all regularly scheduled Board meetings for discussion of Association business. A maximum of fifteen (15) minutes will be granted at each Board meeting.
- 15.19 The CHEA president will receive a copy of all Board policies and amendments thereto electronically.
- 15.20 The CHEA president and an individual of his/her choice will meet with the superintendent and an individual of his/her choice at mutually convenient times in order to discuss the administration of any negotiated contract and issues that affect a large number of Professional Employees.
- 15.21 No district or building meetings for employees will be scheduled, except in the case of an emergency, following the student day, when CHEA will hold its monthly organizational meeting. The CHEA meeting day will be established and communicated to the district no later than April 1 of the subsequent school year.

ARTICLE XVI PROFESSIONAL EMPLOYEE EVALUATION

- 16.1 Evaluation of the professional performance of Professional Employees will follow the procedures (regulations) of the current state-approved evaluation system in its most recent form and as may be modified by the parties through negotiations.
- 16.2 A separate evaluation form will be used for evaluating coaching duties and will not be included in the current state-approved evaluation system.

ARTICLE XVII LEAVES OF ABSENCE

- 17.1 Personal days as provided by Delaware Code may be taken in units as small as one-half (1/2) day.
- 17.2 The CHEA and the superintendent or designee will meet, at a mutually agreed upon time prior to the beginning of the school year, to discuss the important attendance days as they relate to personal days.
- 17.3 Professional Employees in the bargaining unit will be granted paid leave to appear for legal proceedings related to an incident or crime that occurred on Cape Henlopen School District property or while on official duty representing the Cape Henlopen School District and for which a subpoena has been issued for the Professional Employee's appearance as long as the Professional Employee is not the defendant who is found guilty.
- 17.4 Additionally, Professional Employees will be granted paid leave when subpoenaed to appear in legal proceedings for reasons related 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
- 17.5 A leave of absence without pay of up to one (1) year may be granted a Professional Employee for the purpose of caring for a critically ill member of the Professional Employee's immediate family as defined in 14 Delaware Code, Section 1318b, as father, mother, brother, sister, son, daughter,

grandchild, husband, wife, parent-in-law, daughter-in-law, son-in-law, or any relative who resides in the same household, or any person with whom the employee has made his/her home. The Board may extend this leave for one (1) additional year.

17.6 Sabbatical Leave

- A. Sabbatical leave may be granted to any properly certified professional employee under the conditions and provisions of Title 14, Chapter 13, paragraph § 1325 of the Delaware Code.
- B. An employee on sabbatical leave is exempt from all provisions of this contract except for 4:10 (Flexible Benefits Program) and 4:6 (Tuition Reimbursement), Article III (Grievance Procedure), Article V (Professional Employee Rights), Article IX (Personnel File), Article X (Teacher Assignment and Posting of Vacancies), Article XI (RIF), 14:1 (Discrimination), 14:4 (Individual Contract), and Appendix IV (Extra Duty).
- C. National Board Certification and recertification State enrolled candidates will receive one day of professional leave without loss of pay or benefit. This time is provided for work and/or activities related to achieving said certification. Approval as to the date of leave will rest with the building principal or immediate supervisor.

17.7 Following a paid leave of absence or a FMLA leave, the employee will be returned to his/her former position if it still exists. If the former position does not exist, the employee will be returned to an equivalent position. Following an unpaid leave of absence, the employee will be returned to his/her former equivalent position.

ARTICLE XVIII DURATION OF AGREEMENT

This agreement will remain in effect and will continue through June 30, 2029. This Agreement will continue in full force and effect until a successor is ratified and signed by the parties.

IN WITNESS WHEREOF, the CHEA has caused this agreement to be signed by its president and a member and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

CAPE HENLOPEN
EDUCATION ASSOCIATION

CAPE HENLOPEN
BOARD OF EDUCATION

BY _____

President

BY _____

President

BY _____

Member

BY _____

Secretary

APPENDIX I
COMPLAINT & GRIEVANCE FORMS

See following pages for the Complaint Forms followed by the Grievance Forms.

COMPLAINTS ARE TO RESOLVED AT THE LOWEST LEVEL AND IN THE MOST INFORMAL MANNER POSSIBLE.
IF THE EMPLOYEE IS NOT SATISFIED WITH THE DISPOSITION OF THE PROBLEM THROUGH INFORMAL PROCEDURES, THE
COMPLAINT MUST BE SUBMITTED IN WRITING TO THE IMMEDIATE SUPERVISOR USING THE FORM(S) BELOW

LEVEL 1
Notification of Complaint

BOARD POLICY 326/426/526	The complainant will bring the alleged complaint in writing to the employee's immediate supervisor.
NAME OF COMPLAINANT or CONTACT PERSON: BUILDING/SITE: POSITION:	
DATE OF OCCURENCE GIVING RISE TO THE COMPLAINT: NATURE OF THE COMPLAINT: LIST THE BOARD POLICY AT ISSUE:	
REMEDY SOUGHT: 	
DATE OF SUBMISSION OF THIS NOTIFICATION TO THE SUPERVISOR:	
LEVEL 1 RESPONSE/DECISION OF SUPERVISOR: (The response shall reference each specific Board Policy listed above, as well as the remedy sought, and should indicate if the Supervisor accepts or rejects each) 	
<div style="display: flex; justify-content: space-between;"> <div>Signature of Supervisor:</div> <div>Date of Response:</div> </div>	

Complaints involve subjects or issues not specified in the collective bargaining agreement or in Policies 116, 316, 416 or 516. A "complaint" is a claim by an employee(s) or by the Association that there has been a violation, misinterpretation, inequitable application, or misapplication of School Board Policy.

LEVEL 2
Appeal to Superintendent

BOARD POLICY 326/426/526	Submission or Appeal of Complaint to the Superintendent or Designee
<p>NAME OF COMPLAINANT or CONTACT PERSON:</p> <p>BUILDING/SITE:</p> <p>POSITION:</p>	
<p>INCLUDE DATE OF LEVEL 1 MEETING:</p> <p>ATTACH DOCUMENTS FROM LEVEL 1 TO THIS FORM</p>	
<p>THE REASON(S) FOR DISSATISFACTION WITH THE RESULTS OF LEVEL 1:</p>	
<p>DATE RECEIVED BY THE SUPERINTENDENT OR DESIGNEE:</p>	
<p>LEVEL 2 RESPONSE/DECISION OF SUPERINTENDENT OR DESIGNEE: (The response shall reference each specific Board Policy listed in Level 1, as well as the remedy sought, and should indicate if the Superintendent or Designee accepts or rejects each)</p>	
<p>Signature of Superintendent or Designee: _____ Date of Response: _____</p>	

LEVEL 3
Appeal to Board

BOARD POLICY 326/426/526	Submission or Appeal of Complaint to the CHSD Board of Education
NAME OF COMPLAINANT or CONTACT PERSON:	
BUILDING/SITE:	
POSITION:	
ATTACH ALL DOCUMENTS FROM LEVELS 1-2	
THE REASON(S) FOR DISSATISFACTION WITH THE RESULTS OF LEVEL 2:	
DATE RECEIVED BY THE BOARD OR DESIGNEE:	
LEVEL 3 RESPONSE/DECISION OF THE BOARD: (The response shall reference each specific Board Policy listed in level 1, as well as the remedy sought, and should indicate if the Board accepts or rejects each)	
Signature of Board President or Designee: _____ Date of Response: _____	

GRIEVANCE FORMS:

LEVEL 1

NOTIFICATION OF ALLEGED GRIEVANCE

(Skip Level 1 for Class Action Grievances)

Contract Article 3.23	The grievant will bring the alleged grievance in writing to the employee's immediate supervisor. A "grievance" is a claim by an employee(s) or by the Association that there has been a violation, misinterpretation, inequitable application, or misapplication of the terms of the CHEA or CHSSA Agreement.
NAME OF GRIEVANT/ASSOCIATION OFFICIAL/CONTACT PERSON: BUILDING/SITE: POSITION/ASSIGNMENT:	
DATE OF OCCURRENCE GIVING RISE TO GRIEVANCE:	
NATURE OF OCCURRENCE GIVING RISE TO GRIEVANCE:	
LIST CONTRACT ARTICLE(S) AT ISSUE:	
REMEDY SOUGHT:	
SIGNATURE OF GRIEVANT/ASSOCIATION OFFICIAL/CONTACT PERSON:	
DATE OF SUBMISSION OF THIS NOTIFICATION TO THE SUPERVISOR:	
LEVEL 1 RESPONSE/DECISION OF SUPERVISOR: (The response shall reference each specific Contract Article listed above, as well as the remedy sought, and should indicate if the Supervisor accepts or rejects each.)	
Signature of Supervisor:	Date of Response:

FAXED OR ELECTRONICALLY TRANSMITTED DOCUMENTS ARE CONSIDERED SERVED ON THE TIME AND DATE RECORDED

LEVEL 2

SUBMISSION OR APPEAL OF GRIEVANCE TO THE SUPERINTENDENT OR DESIGNEE

(Class Action Grievances Begin at Level 2)

Contract Article 3.24	If the grievant is not satisfied with the disposition of his/her problem through Level 1 of the process, the claim shall be submitted/appealed as a grievance to the Superintendent or designee.
NAME OF GRIEVANT/ASSOCIATION OFFICIAL/CONTACT PERSON: BUILDING/SITE: POSITION/ASSIGNMENT:	
IF THE GRIEVANT COMMENCES WITH THE SUPERINTENDENT, INCLUDE THE NATURE OF THE OCCURRENCE GIVING RISE TO THE GRIEVANCE & INCLUDE THE CONTRACT ARTICLE(S) AT ISSUE:	
THE REMEDY SOUGHT:	
IF THE GRIEVANT HAS COMPLETED LEVEL 1, ATTACH THE LEVEL 1 GRIEVANCE FORM. INCLUDE DATE OF LEVEL 1 MEETING: THE REASON(S) FOR DISSATISFACTION WITH THE RESULTS OF LEVEL 1:	
DATE RECEIVED BY THE SUPERINTENDENT OR DESIGNEE: DATE OF HEARING:	
LEVEL 2 RESPONSE/DECISION OF SUPERINTENDENT OR DESIGNEE: (The response shall reference each specific Contract Article listed above, as well as the remedy sought, and should indicate if the Superintendent or Designee accepts or rejects each.)	
Signature of Superintendent or Designee: Date of Response:	

LEVEL 3
MEDIATION

Contract Article 3.25	If the grievant is not satisfied with the decision at Level Two or no response has been rendered, the matter may be submitted/appealed to Grievance Mediation
NAME OF GRIEVANT/ASSOCIATION OFFICIAL/CONTACT PERSON: BUILDING/SITE: POSITION/ASSIGNMENT:	
DATE OF MEDIATION DECISION: DATE SUBMITTED/APPEALED TO THE BOARD:	
IF THE GRIEVANT HAS COMPLETED LEVEL 1 and/or LEVEL 2, ATTACH THE GRIEVANCE FORM(S). THE REASON(S) FOR DISSATISFACTION WITH THE RESULTS OF LEVEL 2:	
DATE RECEIVED BY MEDIATOR (FMCS - Federal Mediation and Conciliation Service): DATE OF MEDIATION:	
LEVEL 3 RESPONSE/RECOMMENDATION OF THE FMCS: (The response shall reference each specific Contract Article listed above, as well as the remedy sought, and should indicate if the Mediator accepts or rejects each.)	
<div style="display: flex; justify-content: space-between;"> Signature of Mediator or Designee: Date of Response: </div>	

LEVEL 4

SUBMISSION OR APPEAL OF GRIEVANCE TO THE CHSD BOARD OF EDUCATION

Contract Article 3.26	If no resolution results from Grievance Mediation at Level 3, the matter may be submitted/appealed by the Association to the Board of Education.
NAME OF GRIEVANT/ASSOCIATION OFFICIAL/CONTACT PERSON: BUILDING/SITE: POSITION/ASSIGNMENT:	
ATTACH ALL GRIEVANCE FORMS FROM LEVELS 1-3	
THE REASON(S) FOR DISSATISFACTION WITH THE RESULTS OF LEVEL 3:	
DATE RECEIVED BY THE BOARD PRESIDENT OR DESIGNEE: DATE OF HEARING:	
LEVEL 4 RESPONSE/DECISION OF THE CHSD BOARD: (The response shall reference each specific Contract Article listed above, as well as the remedy sought, and should indicate if the Board accepts or rejects each).	
Signature of Board President or Designee:	
Date of Response:	

LEVEL 5

ARBITRATION

Contract Article 3.27	<p>A grievance that is not resolved to the satisfaction of the grievant at Level 4 may be submitted to an arbitrator. Upon notification of the Board by the Association, said arbitrator shall be appointed by mutual agreement by the parties to this Agreement or, if unable to agree, shall be appointed by the Delaware Public Employee Relations Board under its selection process. The arbitrator appointed under the PERB process shall promptly convene a hearing at the parties' convenience. Conduct of the hearing shall be pursuant to the rules of the PERB.</p>
NAME OF GRIEVANT/ASSOCIATION OFFICIAL/CONTACT PERSON: BUILDING/SITE: POSITION/ASSIGNMENT:	
ATTACH ALL GRIEVANCE FORMS FROM LEVELS 1-4 THE REASON(S) FOR DISSATISFACTION WITH THE RESULTS OF LEVEL 4:	
<p>The arbitrator's ruling shall be final and binding except as noted below:</p> <ul style="list-style-type: none"> • Dismissal or nonrenewal of employees covered by Chapter 14 of this title • Delaware law • Rules and regulations of the Delaware Department of Education or State Board of Education • The content of or conclusions reached in employee observations and evaluations • Federal Law • Rules and regulations of the United States Department of Education • Policies of the local school Board • Matters beyond the scope of the public-school employer's authority 	
DATE SUBMITTED FOR ARBITRATION: DATE OF HEARING:	
LEVEL 5 RESPONSE/DECISION OF THE ARBITRATOR: (Attach Arbitrator's Ruling) Original Copies with original signatures to be maintained by the grievant. DATE RESPONSE RECEIVED: <div style="display: flex; justify-content: space-between; align-items: flex-start;"> 54 Signature of Board Representative or Designee: </div>	

CAPE HENLOPEN SCHOOL DISTRICT

APPENDIX II

LOCAL PROFESSIONAL SALARY SCHEDULE 2024-2025

Assumptions - 3% Increase/ 188 Days/7.5 hours per day/26 pays; Effective 8/23/24

Yrs	Step	ND	BA	BA 15	BA 30	MA	MA 15	MA 30	MA 45	DR
0	1	14039	15546	15773	16768	17663	18607	19605	20556	21568
1	2	14245	15773	15994	17294	18216	19191	20220	21211	22238
2	3	14446	15994	16245	17819	18768	19780	20837	21854	22920
3	4	14849	16444	16768	18343	19327	20358	21449	22500	23601
4	5	15144	16768	17294	18870	19879	20943	22071	23148	24279
5	6	15614	17294	17819	19392	20433	21530	22687	23794	24960
6	7	16088	17819	18343	19919	20984	22115	23301	24443	25638
7	8	16562	18344	18870	20665	21770	22937	24174	25356	26598
8	9	17446	19330	19612	21644	22807	24033	25327	26573	27876
9	10	18333	20315	20593	22631	23842	25132	26480	27781	29148
10	11	19218	21299	21579	23750	25030	26382	27802	29170	30600
11	12	19218	21299	21579	24876	26218	27630	29127	30551	32056
12	13	19218	21299	21579	26001	27401	29146	30710	31942	33516
13	14	19218	21299	21579	27127	28586	30451	32024	33328	34966
14	15	19218	21299	21579	28670	30219	32113	33839	35232	36970
15	16	20656	22894	23136	29721	31850	34326	35855	37060	38873
16	17	20656	22894	23136	29983	32195	34864	36390	37323	39201
17	18	20656	22894	23136	29983	32729	35135	36650	37650	39461
18	19	20656	22894	23136	29983	32729	35398	36913	38041	39858
19	20	20656	22894	23136	29983	32729	35398	37177	38763	40318
20	21	20656	22894	23136	29983	32729	35398	37441	39287	40838
21	22	20656	22894	23136	29983	32729	35398	37441	39287	40838
22	23	20656	22894	23136	29983	32729	35398	37441	39287	40838
23	24	20656	22894	23136	29983	32729	35398	37441	39287	40838
24	25	20656	22894	23136	29983	32729	35398	37441	39287	40838
25	26	21665	24017	24247	31291	34040	36709	38752	40602	42150
26	27	21665	24017	24247	31291	34040	36709	38752	40602	42150
27	28	23423	25774	26007	33048	35799	38466	40510	42361	43908
28	29	23423	25774	26007	33048	35799	38466	40510	42361	43908
29	30	23423	25774	26007	33048	35799	38466	40510	42361	43908
30	31	23423	25774	26007	33048	35799	38466	40510	42361	43908

Annual Local Professional Salary Schedule increase for 2024-2025 will be the equivalent to 3% plus a \$500 adjustment to cells 0-26 and a \$1000 adjustment to cells 27-30

* Annual Salary In whole dollars (actual may be less due to rounding)

APPENDIX III

EXTRA DUTY PAY FOR ATHLETIC POSITIONS

Appendix III provides the number of positions and the amount of extra duty pay authorized for athletic coaches and assistant coaches.

Appendix III positions (athletic coaches and assistant coaches) may be added or deleted by the Board based upon recommendation of the Athletic Committee and the Superintendent or designee.

Appendix III positions may be filled (or not) at the discretion of the Board.

The athletic director will determine the number of years of service awarded to each coach. Discrepancies can be appealed to the Superintendent (or designee) for final resolution. Credit for years of coaching service will be given when employees move into a related position. Related positions are further defined as:

- Boys and Girls - Track and Cross Country
- Boys and Girls – Swimming
- Boys and Girls – Soccer
- Boys and Girls - Basketball
- Boys and Girls – Baseball and Softball

Credit cannot be transferred when an employee moves to a new position classification (for example, soccer coach to baseball coach). Coaches with more than five years coaching experience will be given service credit toward longevity pay for every year of coaching experience, in a related coaching position (as defined above), in the Cape Henlopen School District (from all different levels, i.e. middle school assistant coach, head coach, JV coach). Coaches with experience from other school districts within or outside of Delaware, will receive one-half year of experience increment for every full year of coaching experience in his/her sport. The athletic director will direct the new coach to request written documentation of service, position, and years of experience from the previous district(s). Documentation must be submitted at least thirty (30) days prior to the end of the season. Coaches with experience from outside the district will be given credit for their years of service when starting their coaching in Cape Henlopen District. Longevity pay will be granted to all district coaches and shall not exceed Two Thousand Dollars (\$2000) in any season (i.e., fall, winter and spring). Cape full-time employees who were coaching and granted longevity pay based on the 2012-2015 CHEA contract will continue to be eligible for said pay.

If one individual serves as coach for more than one team and that individual fulfills the requirements of each job description, that individual will be paid 100% of the extra duty pay for each position satisfied. There is one notable exception. When one individual serves as a coach for both the boys' and girls' team within the same sport (i.e., track, tennis, cross-country), that coach will be paid at a rate of 150% of the extra-duty pay for one but not both of the teams.

One Athletic Director is authorized for the district. He/she will be paid extra-duty pay at the rate of 105% of that of a high school Group A head coach. When authorized by the district, an assistant athletic director will be paid a rate of 102.5% of a Group A head coach.

The amounts prescribed for coaching pay in Appendix III will be increased annually by the percentage increase in local salary supplement per Section 4.1.

As coaching requirements and responsibilities change, the head coach of a sport may request an additional paid assistant coach position be added. This request should be made to the athletic director and athletic committee. The final decision will be made by the Board of Education.

APPENDIX III

DESCRIPTION OF GROUPINGS AND AUTHORIZED POSITION ATHLETIC COACHES AND ASSISTANT COACHES

Group A	High School Head Coach	High School Asst. Coach	Middle School Head Coach	Middle School Asst. Coach
Football				
Varsity	1	4	1	1
JV	N/A	2	N/A	N/A
Freshman	N/A	2	N/A	N/A
Field Hockey	1	3	1	1
Basketball - Boys	1	3	1	1
Basketball - Girls	1	2	1	1

Group B	High School Head Coach	High School Asst. Coach	Middle School Head Coach	Middle School Asst. Coach
Baseball	1	3	1	1
Cross Country - Boys	1	2	N/A	N/A
Cross Country - Co-Ed	N/A	N/A	1	1
Cross Country - Girls	1	2	N/A	N/A
Lacrosse - Boys	1	3	1	1
Lacrosse - Girls	1	3	1	1
Soccer - Boys	1	4	N/A	N/A
Soccer - Girls	1	3	N/A	N/A
Softball	1	2	1	1
Swimming - Boys	1	2	N/A	N/A
Swimming - Girls	1	2	N/A	N/A
Track - Boys	1	4	N/A	N/A
Track - Co-Ed	N/A	N/A	1	2
Track - Girls	1	4	N/A	N/A
Volleyball - Boys	1	2	N/A	N/A
Volleyball - Girls	1	2	1	1
Winter Track - Boys	1	3	N/A	N/A
Winter Track - girls	1	3	N/A	N/A
Wrestling	1	3	1	1

Group C	High School Head Coach	High School Asst. Coach	Middle School Head Coach	Middle School Asst. Coach
Golf	1	2	N/A	N/A
Tennis - Boys	1	1	N/A	N/A
Tennis - Girls	1	1	N/A	N/A

Equipment Manager (HS) Fall Only

Group D	High School Head Coach	High School Asst. Coach	Middle School Head Coach	Middle School Asst. Coach
Football Cheerleading	1	N/A	N/A	N/A
Soccer Cheerleading	1	N/A	N/A	N/A
Basketball Cheerleading	1	N/A	N/A	N/A
Wrestling Cheer leading	1	N/A	N/A	N/A
Fall Cheerleading	N/A	N/A	1	N/A
Winter Cheerleading	N/A	N/A	1	N/A
Unified Football	1	1	N/A	N/A
Unified Basketball	1	1	N/A	N/A
Unified Track	1	1	N/A	N/A

Group E

Weightroom Coordinator (HS)

2 Per Season, 4 Seasons @ \$1000

FY 2025 (This chart will be updated annually)
ATHLETIC EXTRA DUTY PAY SCHEDULE

HIGH SCHOOL HEAD COACHES

		FIRST 2 YEARS OF SERVICE		YEARS 3&4 OF SERVICE		YEAR 5 OF SERVICE		ANNUAL INCREASE THERAFTER
Group A:	\$	4,672	\$	5,840	\$	7,009	\$	100
Group B (75% of Group A):	\$	3,505	\$	4,380	\$	5,256	\$	100
Group C (50% of Group A):	\$	2,337	\$	2,921	\$	3,505	\$	100
Group D (30% of Group A):	\$	1,402	\$	1,752	\$	2,103	\$	100

HIGH SCHOOL ASSISTANT COACHES (PAID 70% OF RESPECTIVE HS HEAD COACH EXTRA-DUTY PAY LISTED ABOVE)

		FIRST 2 YEARS OF SERVICE		YEARS 3&4 OF SERVICE		YEAR 5 OF SERVICE		ANNUAL INCREASE THERAFTER
Group A:	\$	3,271	\$	4,088	\$	4,907	\$	75
Group B (75% of Group A):	\$	2,453	\$	3,066	\$	3,679	\$	75
Group C (50% of Group A):	\$	1,636	\$	2,045	\$	2,453	\$	75
Group D (30% of Group A):	\$	982	\$	1,227	\$	1,472	\$	75

MIDDLE SCHOOL HEAD COACHES (PAID 50% OF RESPECTIVE HS HEAD COACH EXTRA-DUTY PAY LISTED ABOVE)

		FIRST 2 YEARS OF SERVICE		YEARS 3&4 OF SERVICE		YEAR 5 OF SERVICE		ANNUAL INCREASE THERAFTER
Group A:	\$	2,336	\$	2,920	\$	3,505	\$	75
Group B (75% of Group A):	\$	1,752	\$	2,190	\$	2,628	\$	75
Group C (50% of Group A):	\$	1,168	\$	1,461	\$	1,752	\$	75
Group D (30% of Group A):	\$	701	\$	876	\$	1,052	\$	75

MIDDLE SCHOOL ASSISTANT COACHES (PAID 70% OF RESPECTIVE MS HEAD COACH EXTRA-DUTY PAY LISTED ABOVE)

		FIRST 2 YEARS OF SERVICE		YEARS 3&4 OF SERVICE		YEAR 5 OF SERVICE		ANNUAL INCREASE THERAFTER
Group A:	\$	1,635	\$	2,044	\$	2,453	\$	75
Group B (75% of Group A):	\$	1,227	\$	1,533	\$	1,840	\$	75
Group C (50% of Group A):	\$	818	\$	1,022	\$	1,227	\$	75
Group D (30% of Group A):	\$	491	\$	613	\$	736	\$	75

APPENDIX IV
EXTRA-DUTY PAY
FOR STUDENT ACTIVITY AND ACADEMIC POSITIONS

Appendix IV provides the number of positions and the amount of extra-duty pay authorized to support student activity and academic programs.

Should a position stated herein receive a lower amount of pay than would have been received under the previous agreement, the position will continue to be paid pursuant to the previous agreement until the current employee vacates the position. The successor employee will then be subject to the terms of this contract.

Appendix IV positions may be added or deleted at the discretion of the Board by the recommendation of the superintendent or their designee.

The amounts prescribed for extra-duty pay in Appendix IV will be increased annually by the percentage increase in local salary supplement per Section 4.1.

For extra-duty pay purposes, the high school is authorized fifteen (15) department chairpersons which includes, but are not limited to, the following: Science, Mathematics, English, Social Studies, World Language, Student Services, Physical Education/Health, Driver's Education, Career & Technical Education (2 positions), Visual Arts, Performing Arts, Special Education, and Multilingual Learners.

District leadership and the CHEA will meet annually prior to May 1st to determine the need to add or remove EPERS. District Leadership and the CHEA can mutually agree to add or change EPERS as needed.

**APPENDIX IV
EXTRA-DUTY PAY
FOR STUDENT ACTIVITY AND ACADEMIC POSITIONS**

	FY24-25 Extra Duty Pay	Pay Frequency
GROUP A		
Assistant Band Director, CHHS	\$5,618	Annual - 3 Pays (F,W,Spr.)
Assistant Marching Band Director, CHHS	\$2,931	Fall (12/1/23)
Band Front Director, CHHS	\$2,060	Fall (12/1/23)
Chorale Production Director, CHHS	\$2,060	Annual - 3 Pays (F,W,Spr.)
Dance Team Advisor, CHHS	\$2,060	Fall (12/1/23)
Director of Musical Production, CHHS	\$5,618	Annual - 3 Pays (F,W,Spr.)
Drumline/Percussion Instructor	\$2,060	Fall (12/1/23)
Elementary Theater Director	\$2,060	Annual - 3 Pays (F,W,Spr.)
Fall Theatrical Producer, CHHS	\$2,931	Fall (12/1/23)
Jazz Band Director, CHHS	\$2,931	Annual - 3 Pays (F,W,Spr.)
Marching Band Director, CHHS Athletic Events	\$5,618	Fall (12/1/23)
Theater Director, Middle School	\$2,060	Annual - 3 Pays (F,W,Spr.)
Music Director, Middle School	\$2,060	Annual - 3 Pays (F,W,Spr.)
Spring Theatrical Producer, CHHS	\$2,931	Spring (6/14/24)
GROUP C		
Marching Band Director, CHHS Community Events	\$2,415	Annual - 3 Pays (F,W,Spr.)
Spec. Ed. Coordinator (Teaching greater than or equal to 50% per day)	\$2,415	Annual - 3 Pays (F,W,Spr.)
Student Government Director, CHHS	\$2,415	Annual - 3 Pays (F,W,Spr.)
GROUP D		
Elementary Band Coordinator	\$1,697	Annual - 3 Pays (F,W,Spr.)
JROTC Color Guard Director (max of 1)	\$1,697	Annual - 3 Pays (F,W,Spr.)
JROTC Drill Team Director (max of 1)	\$1,697	Annual - 3 Pays (F,W,Spr.)
JROTC Junior Leadership Academic Bowl (JLAB) (max of 1)	\$1,697	Annual - 3 Pays (F,W,Spr.)
Lighthouse Coordinator	\$1,697	Annual - 3 Pays (F,W,Spr.)
Newspaper Advisor, CHHS	\$1,697	Annual - 3 Pays (F,W,Spr.)
Spec. Ed. Coordinator (FT or Teaching Less than 50% a day)	\$1,697	Annual - 3 Pays (F,W,Spr.)
Yearbook Advisor, CHHS	\$1,697	Annual - 3 Pays (F,W,Spr.)
GROUP E		
CTE Student Organization Advisors	\$1,209	Annual - 3 Pays (F,W,Spr.)
Freshman Class Advisor, CHHS (2 per grade level)	\$1,209	Annual - 3 Pays (F,W,Spr.)
Interact Club Advisor (Formerly Key Club)	\$1,209	Annual - 3 Pays (F,W,Spr.)
JROTC Raider Challenge Team Advisor (max of 1)	\$1,209	Annual - 3 Pays (F,W,Spr.)
JROTC Rifle Team Director (max of 1)	\$1,209	Annual - 3 Pays (F,W,Spr.)
Junior Class Advisor, CHHS (2 per grade level)	\$1,209	Annual - 3 Pays (F,W,Spr.)
Leo Club Advisor, CHHS	\$1,209	Annual - 3 Pays (F,W,Spr.)
Marching Band Student Supervision Support	\$1,209	Fall (12/1/23)
Odyssey of the Mind, District Advisor	\$1,209	Annual - 3 Pays (F,W,Spr.)
Senior Class Advisor, CHHS (2 per grade level)	\$1,209	Annual - 3 Pays (F,W,Spr.)
Sophomore Class Advisor, CHHS (2 per grade level)	\$1,209	Annual - 3 Pays (F,W,Spr.)
Student Council Advisor, Middle School	\$1,209	Annual - 3 Pays (F,W,Spr.)

**APPENDIX IV
EXTRA-DUTY PAY
FOR STUDENT ACTIVITY AND ACADEMIC POSITIONS**

GROUP E (Cont.)

Yearbook Advisor, 1 per Elem. School	\$1,209	Annual - 3 Pays (F,W,Spr.)
Yearbook Advisor, Middle School	\$1,209	Annual - 3 Pays (F,W,Spr.)

GROUP F

Assistant Lighthouse Coordinator (2 Per elementary School)	\$981	Annual - 3 Pays (F,W,Spr.)
Best Buddies, CHHS	\$981	Annual - 3 Pays (F,W,Spr.)
Crossfit Club Advisor, CHHS	\$981	Annual - 3 Pays (F,W,Spr.)
Girls on the Run Coordinator (1 per school - Elementary/Middle)	\$981	Annual - 3 Pays (F,W,Spr.)
JROTC Community Service Action Team (max of 1)	\$981	Annual - 3 Pays (F,W,Spr.)
JROTC Leadership Summer camp Commander (1 camp, 1 commander, 1 week)	\$981	Summer (8/11/23)
JROTC Leadership Summer camp NCO (per NCO, 1 camp, 1 week)	\$981	Summer (8/11/23)
Latin American Student Organization Advisor, CHHS	\$981	Annual - 3 Pays (F,W,Spr.)
Let Me Run Coordinator (1 per school - elementary/Middle)	\$981	Annual - 3 Pays (F,W,Spr.)
Math Team Advisors (One per team, max of 2 for CHHS)	\$981	Annual - 3 Pays (F,W,Spr.)
Mock Trial Advisor, CHHS	\$981	Annual - 3 Pays (F,W,Spr.)
National Honor Society Advisor, Secondary Schools	\$981	Annual - 3 Pays (F,W,Spr.)
Odyssey of the Mind School Advisor	\$981	Annual - 3 Pays (F,W,Spr.)
Robotics Team Advisor	\$981	Annual - 3 Pays (F,W,Spr.)
Science Olympiad, CHHS	\$981	Annual - 3 Pays (F,W,Spr.)
Theatrical Set Designer	\$981	Annual - 3 Pays (F,W,Spr.)

GROUP G

Art Competition Advisor, CHHS	\$345	Annual - 3 Pays (F,W,Spr.)
Debate Team Advisor, CHHS	\$345	Annual - 3 Pays (F,W,Spr.)
Elementary Chorus Coordinator	\$345	Annual - 3 Pays (F,W,Spr.)
Future Educators Association Advisor, CHHS	\$345	Annual - 3 Pays (F,W,Spr.)
Girls on the Run Asst. Coordinator (1 per school - Elementary/Middle)	\$345	Annual - 3 Pays (F,W,Spr.)
GSA Advisor	\$345	Annual - 3 Pays (F,W,Spr.)
JROTC Leadership Weekend Mini-camp Commander (2 camps, max 1 commander)	\$345	Spring (6/14/24)
JROTC Leadership Weekend Mini-camp NCO (per NCO, 2 camps)	\$345	Spring (6/14/24)
Let Me Run Asst. Coordinator (1 per school - elementary/Middle)	\$345	Annual - 3 Pays (F,W,Spr.)

**APPENDIX IV
EXTRA-DUTY PAY
FOR STUDENT ACTIVITY AND ACADEMIC POSITIONS**

GROUP G (Cont.)

Odyssey of the Mind World Comp Preparation Advisor	\$345	Spring (6/14/24)
Theatrical Producer CHHS (per the 2 productions above in group 1&2)	\$345	Spring (6/14/24)

ACADEMIC EXTRA DUTY PAY

Elementary and Middle School:	\$1,520	Annual - 3 Pays (F,W,Spr.)
Grade-level / Team Chairperson (per grade, per school, 2 Teams per grade at Middle Schools)		
Special Education Dept Chairperson (one per Elementary and one per Middle School)		

High School:

a. Each Academic Department Chairperson receives:	\$1,583	Annual - 3 Pays (F,W,Spr.)
b. The following amount per teacher within their department	\$93	

Note: The CHHS Special Ed Dept Chairperson will serve as one of the coordinators for a minimum of 9 Special Ed units and is entitled to the higher of the coordinator pay (Group III) or chairperson pay (above)

Sussex Consortium SIT Members:	\$1,520	Annual - 3 Pays (F,W,Spr.)
1 rep per SC satellite site		
Department Chairpersons		
SC Main Building Program Representatives (Max of 4)		
CHEA Member		
Vocational Coordinator		

NURSES

Nursing services are required for middle school football and wrestling events.	\$47	Time Entered in DSC by the Payroll Due date of the Date Worked
Nurses serving in those events will be paid for a minimum of two hours of services and at the following hourly rate:		

ATHLETIC TRAINER(s)

Per Hour	\$43	Time Entered in DSC by the Payroll Due date of the Date Worked
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APPENDIX V

PERSONNEL RECORD REVIEW FORM

DATE REVIEWED: _____

STAFF MEMBER: _____

PERSON REVIEWING FILE: _____

PERSON RELEASING FILE: _____

REASON FOR REVIEW: _____

GUIDELINES FOR REVIEWING PERSONNEL FILES:

Anyone requesting the personnel file of an employee must go through the Human Resources Department in order to have access to the file. The Professional Employee will make a request to the Office of Human Resources two (2) working days prior to the review of the material. Such review will not normally be made more than three (3) times during the school year and will be made during the regular and normal working hours of the Office of Human Resources at a mutually agreed- upon time.

Personnel files of Professional Employees have three sections:

- A. Application, Forms – Recruiting & Hiring or current electronic application system.
- B. Transcripts/Coursework – DEEDS
- C. Evaluations/Correspondence – Data Service Center (DSC) or current electronic system, and paper copies.

Those persons who have access to all three sections are limited to:

Superintendent of Schools	Admin. Secretary, Human Resources Office
Board of Education (meeting as a body)	District's Attorney
State Auditors (as per state law)	Administrator(s) for Human Resources
Employee including representative (except for personal letters of recommendations)	

Employee evaluations will be retained in the Data Service Center (DSC) or current electronic system.

During the interview process of a present employee, the personnel file presented to the interview committee will include the following information as provide in Recruiting & Hiring or current electronic application system:

- A. Application
- B. Resume
- C. References

Information from the interview process of an employee will be retained in the Recruiting & Hiring system, or current electronic application system, and will include the application, resume and references.

A Professional Employee will be permitted to have material in his/her file reproduced. Such reproduction will be done in the school district office at the convenience of district office staff and at the expense of the individual Professional Employee.

APPENDIX VI DRUG AND ALCOHOL TESTING

CHEA AND CHSD believe that our work environment must be drug free. Alcohol, illegal drugs, marijuana, or other drugs prescribed by a physician that impair an employee's performance at work have no place in the workplace. CHSD Board Policy 130 outlines the expectations for a drug-free workplace.

Procedures for drug or alcohol testing of employees for reasonable cause:

An employee may only be requested to take a drug or alcohol test if two administrators have reasonable cause to believe that the employee's faculties are impaired while at work due to drug or alcohol use. "Reasonable cause" exists when an employee exhibits behavior that suggests impairment from drug or alcohol use or when job performance or safety is affected. A determination of reasonable cause that an employee is under the influence will be based on objective factors including but not limited to the possession of an open container of alcohol, detection of the odor of alcohol on the employees' breath or an impairment in the employee's speech or motor activities which appears to be caused by the consumption of alcohol or illegal consumption of a controlled substance. Transportation workers are also subject to random drug testing in accordance with US Department of Transportation regulations.

Definitions:

Drug: Any vegetable or chemical substance that produces physical, mental, emotional, or behavioral change in user. Drugs include all alcoholic beverages, narcotics, analgesics, stimulants, depressants, including heroin, cocaine, marijuana, hashish and otherwise controlled substances or medications other than those sold to the public on a non-prescription basis or those prescribed to the employee by a licensed physician. Drug shall also include look-alike substances. All references to "Drug" or "Drugs" includes possession, use, or distribution of a Prescription Drug that has not been prescribed by a licensed physician and/or possession, use, or distribution of a Prescription Drug in the dosage or amounts that exceeds that dosage or amounts prescribed for the individual by a licensed physician.

Drug Paraphernalia: Paraphernalia includes objects used to manufacture, compound, convert, produce, process, prepare, analyze, pack, repack, store, conceal, inject, ingest, inhale or otherwise provide a means to enter the human body. It is unlawful for any person to use, or to possess with intent to use, drug paraphernalia (Chapter 47, Uniform Controlled Substances Act, Subchapter V, §4771).

Illegal Substances: Any and all substances listed in Title 16; Chapter 47 of the Uniform Controlled Substance Abuse Act.

Non-Prescription Drug: A non-controlled substance used for medical reasons.

Possession: Implies that an employee has unauthorized Drugs or unauthorized Prescription Drugs on his/her person or with his/her personal property or under his/her control by placement of and knowledge of the whereabouts of same within the School Environment or during school-related activities. Not included as "in possession" is any substance that has been prescribed by a licensed physician and is present only in the dosage or amounts prescribed for the person.

Prescription Drug: A controlled substance dispensed directly by a medical practitioner or by a pharmacy with a written prescription from the practitioner. Employees currently taking a prescribed medication from their own physician must carry it in the labeled container provided by a licensed pharmacist. All medication must be kept in its original container (Chapter 47, Uniform Controlled Substances Act, Subchapter 4, §4758).

School Environment: Within or on school property, including building, grounds, or vehicles. This includes field trips, ski trips, student conferences and other such activities away from the school where students are involved, including special functions for chaperons, coaches, etc. (This does not include public events open to adults where staff have no assigned responsibility. The term also does not include the discretionary use of alcoholic beverages for social purposes, in amounts not in violation of state law, by an employee who is away from District properties, where the use occurs after the conclusion of the conference and when the employee is not supervising or is not responsible for the conduct and welfare of public school students.)

Professional Development Days: During the regular work hours, consumption of alcoholic beverages will be prohibited.

Unauthorized: That which is prohibited by board policy or by State or Federal law.

Use: Implies that an employee is reasonably known to have assimilated an unauthorized Drug or is reasonably found to be under the influence of same within the School Environment or during a school-related activity.

Zero Tolerance: It is against the law for anyone to possess illegal substances. All cases must be reported to the police.

TESTING PROCEDURES: To be conducted per the facilities protocol.

If there is a determination there is reasonable cause to believe an employee is under the influence, no discipline will be imposed in the absence of a confirmatory test unless the employee's behavior provides a separate basis for discipline.

If the District decides to pursue a confirmatory test, the District shall adhere to the following procedure:

The two administrators will fill out and sign the CHSD Reasonable Cause Evaluation Form. An administrator will obtain the employee's signature on the form and provide the employee with a copy of the form prior to taking the employee to the collection site.

The employee will be asked, with due regard for privacy, to submit a blood and/or urine specimen at a local collection site for alcohol and drug testing. The Human Resource Representative, or his/her designee will accompany the employee to the local collection site.

If the employee is taking a Prescription Drug, the employee shall disclose that fact and the laboratory will follow its established procedure for verifying the authenticity of the prescription.

With regard to alcohol, a positive test result shall be alcohol concentration of .02, or more. Alcohol concentration of .02, or more, means alcohol in a sample of an employee's blood equivalent to .02, or more, grams of alcohol per hundred milliliters of blood; or an amount of alcohol in a sample of an employee's breath (measured by a Breathalyzer test) equivalent to .02 or more grams per two hundred ten liters of breath.

With regard to Drugs, discipline will be imposed if a National Institute on Drug Abuse certified laboratory confirms an initially positive test result by gas chromatography/mass spectrometry (GC/MS). These five drugs or classes of drugs, Cannabinoids Metabolite, Cocaine Metabolite, Opiate, Phencyclidine, Amphetamines, as well as the confirmatory test levels, are taken from the Federal Health and Human Services standards per the State of Delaware Contract for such services. If the Federal Health and Human Services standards changes its Drug Testing Procedures by adding drugs or classes of drugs, these Procedures shall be modified to add such drugs or classes of drugs, including the confirmatory test levels adopted by the Federal Health and Human Services.

The costs of testing will be paid by the District.

If an employee is tested, the employee shall be placed on leave with pay pending the District's determination.

The District shall make a determination as soon as practicable.

The imposition of discipline, if any, shall occur only after confirmation of the applicable test.

If the drug and/or alcohol test is negative, there shall be no reference to such a test in the employee's personnel file.

Refusal to consent to testing:

If the employee refuses to sign the District's Reasonable Cause Evaluation Form, the collection site's consent form and/or refuses to submit to the testing when reasonable cause exists, such refusal shall be deemed a positive test result.

Consequences of a positive test:

The discipline for an employee, who tests positive for drugs, is set forth below:

Violation

1. Positive test for drugs.
2. If the results of an employee's test for drugs are not a complete negative, but fall below the threshold for discipline, a record of those results shall be placed in the employee's file for a period of two years only. The employee would have the right to attach to those results a description of the circumstances surrounding the results of that test. If the employee were to come under reasonable suspicion and be tested again during that two year period, the following would apply:

Discipline

Appropriate discipline which may include

- Termination, but at a minimum suspension without pay for up to 90 workdays, and participation in a substance abuse program.
- If the results of the second test are negative, no further action would occur and the original results would be removed from the employee's file at the end of the original two years.
- If the results of the second test were as the first test (not a complete negative but below the threshold), the employee would be subject to mandatory evaluation and completion of an education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.
- If the results of the second test were positive (above the threshold), and depending on the circumstances surrounding both tests, the first test results would be considered in deciding the discipline for the positive test.

The discipline for an employee who tests positive for alcohol is set forth below. For purposes of this section, a "second offense" is any incident within 5 years of the 1st offense. A "third offense" is any incident within 5 years of the 2nd offense.

Blood Alcohol Concentration (BAC) equal to .02

FIRST OFFENSE: Employee is sent home and charged one day personal leave. Mandatory evaluation and completion of education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.

SECOND OFFENSE: Employee is suspended for 5 days without pay. Mandatory evaluation and completion of education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.

THIRD OFFENSE: Employee is suspended a minimum of 90 work days without pay with the possibility of termination. If not terminated, the employee must also complete an education program and/or treatment if

recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.

BAC greater than .02, but less than .08

FIRST OFFENSE: Employee is suspended for 5 days without pay. Mandatory evaluation and completion of education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.

SECOND OFFENSE: Employee is suspended a minimum of 90 work days without pay with the possibility of termination. If not terminated, the employee must also complete an education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.

THIRD OFFENSE: Termination

BAC greater than or equal to .08

FIRST OFFENSE: Employee is suspended a minimum of 90 work days without pay with the possibility of termination. If not terminated, the employee must also complete an education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.

SECOND OFFENSE: Termination

Refusal to submit to the testing procedure. Employee is suspended a minimum of 90 work days without pay with the possibility of termination. If not terminated, the employee must also complete an education program and/or treatment as recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.

Right to a Representative: The employee has the right to request an opportunity to talk to a representative prior to signing the CHSD Reasonable Cause Evaluation Form. However, the District will wait no more than 30 minutes for such a representative to appear. If the employee requests the presence of an employee, the District will provide such an employee with coverage so that the employee is available within 30 minutes.

Documentation: In order to have a written record of reasonable cause that an employee is “under the influence,” the administrators shall fill out the CHSD Reasonable Cause Evaluation Form and give the employee a copy of the form prior to testing.

Confidentiality: Test results are highly confidential. The drug testing laboratory informs only the Superintendent or designee.

Reasonable Cause Evaluation & Checklist Form Cape Henlopen School District

This form is required to be completed by 2 different administrators of the employee. If one or both of the administrators are not available, the supervisor of the administrator(s) or their designee will complete this form.

Each administrator or supervisor will independently complete a copy of this form in its entirety.

It serves as a guideline for the determination to order a drug and/or alcohol test screening for the employee when reasonable cause exists, subject to the CHSD Drug-Free Workplace Policy (130) as agreed upon in the current CHEA/CHSSA Contract.

Employee Information	
Name:	Date:
Position:	Time:
Building:	Location:
Administrator Information	
Print Administrator's Name:	

**After careful observation of the employee's behavior,
check all of the indicators that denote a possible link to the employee's
prohibited use of drugs or misuse of alcohol.**

Nature of Incident/ Cause for Suspicion	Check Box Below
Observed or reported possession or use of a prohibited substance	
Apparent drug or alcohol intoxication	
Observed abnormal or erratic behavior	
Admission by employee	

Behavioral Indicators Noted - Check the appropriate box(es)			
Verbal Abusiveness		Paranoid	
Physical Abusiveness		Lethargic	
Extreme Aggression or Agitation		Inappropriate Verbal Responses to Questions or Responses	
Withdrawal, Depression, Tearfulness or Responsiveness		Other Erratic or Inappropriate Behavior (Disorientation, Confusion, Talkativeness, Excessive Euphoria)	
Please explain any other erratic or inappropriate behavior:			

Physical Signs or Symptoms - Check the appropriate box(es)			
Slurred or slowed speech		Odor of alcohol	
Incoherent confused speech		Odor of marijuana	
Silent or whispering		Disheveled appearance	
Swaying, falling, staggering		Dizziness or fainting	
Stumbling, reaching for support		Runny nose or sores around nostrils	
Arm raised for balance		Puncture marks or "tracks"	
Highly excited or nervous		Inappropriate wearing of sunglasses	
Excessive sweating or clamminess of skin		Flushed or very pale face	
Bloodshot or watery eyes		Nausea or vomiting	
Dilated or constricted pupils, or unusual eye movement		Dry mouth (frequent swallowing or lip wetting)	
Unsteady gait or other loss of physical control, poor coordination		Shaking hands or body tremors/ twitching	
Possession, dispensing or using prohibited substance		Breathing irregularity or difficulty breathing	
Other (Please specify any additional information here):			

Signatures		
Administrator's Signature	Date	Time
Employee's Signature	Date	Time
<i>My signature indicates that I received a copy of this form, am aware of its existence, and may not agree with the content.</i>		

Exercise extreme caution before permitting an employee suspected of impairment to operate a vehicle following the submission of this form.

