# CAESAR RODNEY SCHOOL DISTRICT

Agreement Between

THE BOARD OF EDUCATION

CAESAR RODNEY SCHOOL DISTRICT

and

THE CAESAR RODNEY
EDUCATION ASSOCIATION

July 1, 2024 – June 30, 2027

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## PREAMBLE

This Agreement entered into this 1st day of July, 2024 by and between the Board of Education of the Caesar Rodney School District of Wyoming, Delaware, hereinafter called "Board," and the Caesar Rodney Education Association, hereinafter called the "Association."

## WITNESSETH

WHEREAS, the Board and the Association recognize that providing the finest in education for the children of the Caesar Rodney School District is of prime importance and that such education depends upon the quality and morale of employees.

WHEREAS, professional teachers are particularly qualified to advise the formulation of policies and programs designed to improve educational standards; and

WHEREAS, paraprofessionals are important in the process of implementing these programs; and

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

WHEREAS, the parties have reached understandings which they desire to confirm in this Agreement; be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I
## RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all teachers and paraprofessionals employed by the Caesar Rodney School District, except administrators.

B. Definitions:

1. The term "employee," as used herein, shall mean all employees included in this bargaining unit.

2. The term "teacher," as used herein, shall mean all certificated professional employees, except administrators as cited in Chapter 14, Section 1401 of the State Law.

3. The term "paraprofessional," as used herein, shall mean all paraprofessionals included in this bargaining unit.

4. The term "Board", as used herein, shall mean the School Board or District.

5. The term "Association" as used herein, shall mean all teachers and paraprofessionals included in this bargaining unit.

6. The term "days" when used in this agreement shall, except where otherwise indicated, mean district work days; thus weekends or holidays areexcluded.

## ARTICLE II
## GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint by an employee or the Association that there has been to the employee a violation or inequitable application of any of the provisions of this Agreement.

2. An "aggrieved person or grievant" is the person, persons or Association making the complaint.

3. A "party in interest" is the person or persons making the complaint and any person who might be required to take action, or against whom action might be taken, in order to resolve the complaint.

B. Purpose

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 employees.

C. Procedure

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

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

D. Initiation and Processing

1. LEVEL ONE - ADMINISTRATOR OR SUPERVISOR/Association's school representative, or accompanied by the representative, with the objective of resolving the matter informally. The employee shall identify and so declare that the matter under discussion is a possible grievance.

In the event that a paraprofessional believes the action of a teacher or other member of the bargaining unit has violated this Agreement, the paraprofessional shall first informally discuss the matter with the individual whose actions have allegedly given rise to the grievance. If the paraprofessional is not satisfied with the outcome of this discussion, the paraprofessional shall informally discuss the matter with the fore mentioned individual's (not the grievant's) administrator. If the administrator does not resolve the matter, the employee shall then proceed to 1.b of this Article, naming the administrator as the individual who has allegedly violated this Agreement.

a. If the grievant is not satisfied with the outcome of this discussion, a written, dated grievance may be filed with the grievant's principal or administrator within fifteen (15) days following the act or condition which is the basis of the complaint. Using a Grievance Form, which has been mutually agreed upon by both the Association and Board, the written grievance shall:

(1) Cite the section(s) of the contract allegedly violated,

(2) Provide a rationale as to how the contract has been violated,

(3) Identify the date of the alleged violation,

(4) Propose a resolution.

Within five (5) days, the principal or administrator shall communicate to the aggrieved person and all parties who attended the informal meeting, a written decision.

2. LEVEL TWO - SUPERINTENDENT

a. Within five (5) days of receipt of the decision rendered by the principal or administrator, the decision of the principal or administrator in regard to such appeal may be further appealed to the Superintendent. The appeal shall include a copy of the decision being appealed.

b. The Superintendent shall hear appeals within ten (10) days of receipt of the appeal. Written notice of the time and place of the hearing shall be given to the aggrieved employee, the aggrieved employee's representative if any; the

Association's grievance representative, the Association's Grievance Chair, and any administrator who has been involved in the grievance.

c. Within five (5) days of hearing the appeal, the Superintendent shall communicate to the aggrieved person and all parties in interest (including the Association's

Grievance Chair) a written decision.

3. LEVEL THREE - MEDIATION

If the answer of the Superintendent is not accepted, the Association, within ten (10) days after receiving the Superintendent's answer, may notify the Superintendent of its desire to proceed to grievance mediation. Within ten (10) days of the above notification, the parties will submit a joint request to the Federal Mediation Conciliation Service (FMCS) for a mediator. The date, time and location of the mediation will be determined by the relevant parties. The mediator will hold a mediation session(s) with both parties to help resolve the dispute. The assignment of the mediator will be mutually agreed upon by the parties involved. The cost of the mediator, if any, will be split equally between the two parties.

4. LEVEL FOUR - BOARD HEARING

a. If the parties do not reach a satisfactory mediation resolution agreement, within five (5) days after the final disposition of the mediation discussions, CREA may request that the grievance be heard by the Board of Education.

b. Appeals to the Board of Education shall be filed with the Superintendent by the grievant through the Association by completing the "Notice of Appeal" on the Grievance Form.

c. The appeal hearing shall be scheduled within twenty-one (21) days of filing the appeal unless a later date is agreed to within five (5) days of the filing.

d. The Board of Education hearing shall be in closed session. The hearing may include the aggrieved employee, the employee's representative, if any, the Association's grievance representative, the Association's Grievance Chair, any administrator(s) who have been involved in the grievance and anysuch witnesses as each side may identify.

e. Within five (5) days of the hearing, the aggrieved person(s) and all parties of interest including the Association's Grievance Chair shall receive a written decision.

5. LEVEL FIVE - IMPASSE PROCEDURE

a. If the answer of the School Board is not accepted, the grievant, through the Association, may within ten (10) days after receiving the School Board's answer submit a Demand for Grievance Arbitration to the Public Employment Relations Board (PERB) and the Association shall send a copy of the demand to the Superintendent.

E. Arbitrability

a. If the parties disagree as to whether a matter is subject to arbitration, either party may request a conference with the other party to discuss the issue of arbitrability without jeopardizing the grievance process.

b. If the disagreement over arbitrability is not resolved in the conference, the subject of arbitrability will be submitted to arbitration without jeopardy to the grievance at the point arbitrability was raised.

F. Arbitration Process

The arbitrator shall be advised of the limitations placed on the arbitrator's authority by this Agreement, and that the arbitrator's decision is expected within thirty (30) days after a hearing has been held. The agreed limitations are:

1. The decision of the arbitrator shall be final and binding to all parties to this agreement and any employee involved in the dispute.

2. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date on which the action causing the grievance first occurred; and in any event, not longer than six (6) calendar months prior to the date of the first filing of the grievance in writing.

3. The arbitrator shall be limited to interpreting this Agreement and applying to the particular case presented.

4. The arbitrator shall have no authority to add to, subtract from, disregard or in any way modify the terms of this Agreement, or any agreement made supplementary thereto.

5. The arbitrator shall be limited to selecting the position of either party as the appropriate interpretation of all Agreement references cited and atissue.

6. The arbitrator shall not offer opinion on what the arbitrator would have preferred to rule, had limitation not existed.

7. Expenses: As per state law:

   7.1 Procedure arbitrability: losing party pays expenses;
   7.2 Arbitration based on the merits of dispute: divided evenly between the parties.

8. In the event the issue in dispute is resolved after the arbitrator is selected, but before the hearing, the fee shall be paid as follows:

   a. Split equally,

   b. Other arrangement if mutually agreed upon by both parties.

G. General Procedures

1. The grievant shall be present at all meetings and, at the option of the grievant, may be represented at such meetings by a representative of the Association.

2. It will be the practice of all parties in interest to process grievances after the regular workday or at other times that do not interfere with assigned duties. However if the aggrieved person, the Association, and the Board are in agreement to hold proceedings during regular working hours, the grievant and the appropriate Association representative will be released from assigned duties without loss ofsalary.

3. Grievances relating to suspension or transfer may be initiated at Level 2 of the grievance procedure.

4. All documents, communications and records dealing with the processing of a grievance shall be filed in the central grievance file separately from the personnel files of the employees.

5. Grievances filed by the Association shall be submitted in writing directly to the Superintendent. Processing of such Association grievances affecting staff in two or more

buildings will begin at Level Two with a hearing before the Superintendent. In Association grievances affecting staff in only one building, processing will begin at Level One.

6. Certain limitations regarding arbitrability exist for Article XII, Transfer Procedures, Article XIII, Evaluation and Article XIV, Fair Dismissal Procedures.

7. If the administrator at any level of the grievance procedure fails to respond in a timely manner, or the timelines are not mutually extended, the grievance will advance to the next level.

## ARTICLE III
## SCHOOL EMPLOYEE RIGHTS

A. Pursuant to Title 14, Chapter 40, Delaware Code, the Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body, exercising governmental power under the laws of the State of Delaware, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any 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; that it shall not discriminate against any employee with respect to terms and conditions of employment by reason of his/her membership in the Association and its affiliates, participation in any activities of the Association and its affiliates, collective negotiations with the Board or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as that employee may have under Delaware School Laws or other applicable laws and regulations.

C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

D. Employees shall be entitled to have a representative of the Association present at a meeting with any administrator when the purpose of said meeting is:

1. associated with a teacher's "Individual Improvement Plan" or

2. associated with a paraprofessional's specific plan for performance improvement or

3. to clarify an employee's written reprimand.

E. Any employee required to appear before an administrator, supervisor, or any other agent of the Board concerning any matter which could result in disciplinary action, shall be given written notice at least forty-eight (48) hours prior to the meeting stating the reasons for such meeting, and shall have the right to be accompanied by an Association representative. The two day notice shall not be required if the administration determines a critical situation requiring immediate attention as long as all rights to representation and due process are maintained. The employee, having been advised of his/her right to representation, must request Association representation or such right shall be considered to be waived. The failure to request an Association representative

at the initial stage of a meeting will not limit the employee's right to request such assistance at a later time during the meeting or at subsequent meetings. Such right to representation shall not apply to conversations between supervisor and employee relating to, for example, the supervisor's giving instructions, training or modifications of work techniques.

F. Suspension/Administrative leave shall be with pay. Such pay shall cease at the initial date of

delivery of a certified letter from the Board of Education stating its intent to terminate the employee.

G. The teacher, in accordance with district policy, shall be the primary professional responsible for determining grades. No grade shall be changed without prior consultation with the teacher. When any administrative change in a grade is made without the teacher's consent, a written rationale for the change shall be provided to the teacher by the administrator.

H. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

I. Each employee shall be provided free of charge a non-transferable pass which includes an accompanying 2 guests to all home school-sponsored activities such as football games, basketball games, etc., upon request. Unauthorized use will result in revocation of the privilege for one calendar year from the date of revocation.

J. An employee shall not 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 shall be taken with maximum discretion.

K. During an employee's duty-free lunch period an employee may leave the premises with the prior approval of the principal or designee. Upon approval, the employee is to sign out and sign back in upon return. A written explanation will be provided by the principal if permission is refused. This section of Article III will not be subject to the grievance procedure.

L. Any discussion initiated by the Superintendent, or designee, relative to an employee's termination, involuntary transfer, or a reduction in force, and if not limited by time restraints, will be accomplished after the close of the student day.

M. The Board and the Association acknowledge that a teacher's primary responsibility is to teach. The Board further agrees that the organization of the school day will be directed toward insuring that non-teaching duties will be kept to a minimum.

N. The Board and the Association acknowledge that the school nurse's primary responsibility is to provide emergent, urgent, and physician prescribed care for student illnesses and injuries during the school day. School nurses must prioritize their work activities to meet growing demands when available time and resources are limited. Needs of students, available resources and school nurse caseloads are factors when nurses exercise professional judgment to prioritize the multiple demands presented each day. School nurses rely on the principles of triage for guidance as an objective way to organize work responsibilities. The nurse's office is not a health clinic and is not a replacement for primary care. School nurses do not diagnose. Nurses shall inform administration if certain staff members tend to refer students excessively to the nurse. The school nurse provides emergent or urgent care to staff for illnesses or injuries occurring during the school day.

## ARTICLE IV
## ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning financial resources of the District, including but not limited to, annual financial reports and audits, register of certified personnel, tentative budgetary requirement allocations, agenda and minutes of all Board meetings, census data, individual and group insurance premium and

experience figures, names and addresses of all employees, and other pertinent information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees and their students and to aid the Association in its investigation and processing of any grievance.

B. Whenever any employee is engaged during working hours in negotiation sessions with Board representatives there shall be no loss ofpay.

C. Whenever any representative of the Association is engaged in a conference or meeting representative of the Association there shall be no loss of pay provided that the administration has granted prior approval.

D. The District shall allow the President of the Association or her/his designee twelve (12) paid days per year to be used for Association-related business at the discretion of the President. Use of such days shall require three (3) days prior notice to the Superintendent.

E. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The administrator of the building in question shall be notified in writing in advance of the time and place of all such meetings. Said request will not be denied unless there is a limitation on the availability of space.

F. The Association shall have the right to use school facilities and designated equipment, including but not limited to, computers, copiers, other duplication equipment, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incurred and for any repairs resulting from Association use. The use of electronic equipment does not include storage of information and data on district- provided equipment.

G. The Association shall have adequate bulletin Board facilities in each school building for its exclusive use. This shall include the central office. Copies of notices shall be given to the building administrator. A copy of any posted material initiated by the Association shall be provided to the Superintendent.

H. The Association shall have the right to use inter-school mail facilities, electronic communication systems, and school mailboxes for CREA authorized business. Copies of notices, bulletins, fliers, emails, etc., forwarded by way of said facilities, communication systems, or mailboxes and for the CREA general membership, shall be provided to the building administrator and the Superintendent unless sent to an individual as a confidential matter.

I. An Association representative may speak to employees during any regular staff meeting for up to fifteen (15) minutes on the request of the Association Representative.

J. An orientation program for new teachers shall be co-sponsored by the Board and the Association. The Association shall assume only the cost of one social event conducted as a part of the orientation.

K. The rights and privileges granted to the Association in this Article shall not be granted to any other organization attempting to secure negotiation rights for employees unless and until such organization has petitioned for recognition under Chapter 40, Title 14, of the Delaware Code. At such time said competing organization shall have access to the communication privileges granted to the Association under this Section. However, this paragraph shall not exclude the Board's right to allow groups the use of the building as per Title 14, Section 1056d of State Law.

L. The Board agrees to notify the Association when any administrative vacancy occurs and to provide the Association with the requirements for said position so that the Association may publicize the vacancy throughout the District.

M. Each Association building representative may use planning periods (teachers) and breaks (paraprofessionals) for the conduct of Association business provided that such Association business

does not interfere with the employee's duties or the duties of other employees during their assigned duty times.

N. Officers and staff of the Delaware State Education Association shall be permitted to conduct Association business on school premises during school hours, provided that such Association business does not interfere with the duties of the employees and conforms with the provisions of Chapter 40, Title 14, Paragraph 4007 of the Delaware Code. Said person(s) will adhere to the procedure normally used for visitors as defined by the administrator in charge of the building.

O. The District agrees to produce and distribute a copy of the current contract to all employees included in the bargaining unit.

## ARTICLE V
## BOARD RIGHTS

A. Board Rights: The parties understand and agree that except as limited by the Agreement, the District shall have the exclusive right to:

1. Direct the work of the employees.
2. Hire, transfer, assign and discipline employees.
3. Suspend or discharge employees for just cause.
4. Maintain the efficiency of its operation.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and/or implement methods, means, assignments and personnel by which the District's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the District.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the District by law.

B. Limitations: The rights, powers, authorities and duties set forth above shall not be subject to the grievance procedure. However, the grievance procedure does apply to any limitation of those rights, powers, authorities or duties expressly set forth in this Agreement.

## ARTICLE VI
## EMPLOYEE WORK YEAR

A. The regular school year for ten-month employees (other than new teachers who may be required to attend additional days of orientation) shall not exceed the number of State mandated days. New teachers and paraprofessionals will be compensated $150.00 for each day of attendance at any pre-school orientation program. No pre-school orientation program may extend beyond three (3) days total,

unless employees are paid their respective daily rate of pay.

B. The employment of teachers employed beyond the regular school year, excluding summer school, shall be compensated at the rate of 1/the number of State mandated days or the prevailing rate paid by the state.

C. Teachers employed for Vocational Agriculture shall be awarded a standard teaching contract. When the State of Delaware makes available additional summer days for such teachers, the District shall pay the local salary supplement calculated on a per-diem basis for each additional day or major fraction thereof. Such per-diem rate shall be determined as 1/the number of State mandated days of the annual local supplement.

## ARTICLE VII
## HOURS AND WORK LOAD

A. Employees are expected to devote to their assignments the time necessary to meet their responsibilities.

1. Employees shall indicate their presence for duty by placing a mutually agreed upon indicator in the appropriate column of the employee "sign-in" roster at the beginning of the employee workday.

2. The full-time employees' regular workday shall be 7-1/2 hours in length except as provided in Article VII.D. of this document, and in emergencies.

3. An employee's "in-service" day shall not exceed the length of the regular workday.

4. If it becomes necessary for an employee to be absent for any reason, the designated administrator should be notified as soon as possible in order that appropriate arrangements may be made.

B. All teachers shall have scheduled planning time exclusive of any regularly scheduled duties. Planning time is in addition to a scheduled thirty (30) minute duty-free lunch period, and homeroom or before or after school duties.

1. Teachers shall have a daily planning period (50 consecutive minutes, prorated on abbreviated days). In the event scheduling prohibits the above, the administrator shall confer with the teacher to offset such missed planning time during other appropriate times. Every effort will be made to distribute coverage equitably among staff.

2. Non-Classroom based teacher planning time:
   a. Planning time will be fifty (50) minutes in length at all worksites/buildings.

   b. Planning time will be a combination of two (2) of the following three (3) options:
      1. Before the student day
      2. During the student day

   c. After the student dayIn implementing the above 2 of 3 options, option "2" (during the student day) will be one of the two selected options.

   d. The non-classroom based planning time schedule in each building will be sent/distributed (to include the below items "e" & "f") by the building Administrator to all the staff in each building.

   e. If an emergency health situation occurs while the nurses (a non-classroom based teacher) are on planning time, the nurses will leave/stop planning time to help with the emergency.

   f. Non-emergency health situations that occur during the Nurses' planning time and lunch will be

sent to the building administration office.

g. Planning time will be scheduled each day whenever possible. In the event traditional scheduling prohibits the above, the administrator and teachers will work together, through the Building Liaison Committee, to adjust schedules at the building level in order to reach this goal.

3. Nothing in these provisions prohibits administrators and teachers from adjusting schedules at the building level to provide additional planning time whenever possible, provided that all teachers are treated equitably and the daily thirty (30) minute duty-free lunch period is maintained for all teachers.

4. Every teacher shall teach course content in accordance with the approved district curriculum. Teachers shall maintain written daily lesson plans for a minimum of three (3) days in advance. Said plans shall be available to substitute teachers in order to assure the continuity of instruction.

5. Secondary and middle school teachers shall not be required to teach more than two (2) subject areas, nor more than a total of two (2) teaching preparations, insofar as scheduling will permit.

6. Regular secondary and middle school classroom teachers shall not be required to change subject area teaching stations more than two (2) times during the school day, insofar as scheduling will permit.

7. Secondary and middle school teachers shall not be required to teach continuously for more than three (3) periods, insofar as scheduling will permit.

8. Non-teaching duties shall be assigned on a fair and equitable basis.

9. In September of each year, the Student Services department shall inform teaching staff via electronic means that Special Education IDEA hours are available for IEP completion.

a. IDEA hours shall be approved in the discretion of the Student Services department, but shall not be approved when available funding to arrange coverage is exhausted or otherwise not available. When needs arise and there are extenuating circumstances a teacher can approach an administrator to request either professional development time, compensation or substitute coverage if available to address student needs.

| **Caseload** | **TAM IDEA Release Time** | **SAM IDEA Release Time** |
|---|---|---|
| 3 and under | No allowance | ½ day |
| 4-6 | ½ day | 1 day |
| 7-10 | 1 day | |
| 10+ | 2 days | |

b. Teachers that are serving as special education teachers in either a TAM (team approach to mastery) or SAM (singular approach to mastery) capacity will receive release time (noted in chart above) plus two (2) district in-service days. Release time and in-service days may be scheduled in quarter-day, half-day, or full day increments. The Director of Inclusive Education will collaborate with the district calendar committee to determine release time during scheduled in-service days.

C. Employees shall have a daily duty-free lunch period of at least thirty (30) consecutive minutes.

1. Paraprofessionals whose normal workday is less than four (4) hours shall have one (1) duty-free break of at least fifteen consecutive minutes in length, scheduled each day. Paraprofessionals whose normal workday is four (4) hours or more shall have two (2) duty- free breaks, of at least fifteen consecutive minutes each. Such break time is in addition to a scheduled thirty (30) minute

duty-free lunch period.

D. Employees may be required to attend faculty meetings department meetings, parent conferences, and after-school events each academic year.

1 Employees may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending building faculty and / or departmental meetings. A maximum of fourteen (14) meetings may be scheduled per school year, not to exceed two (2) meetings per month. Such meetings shall begin at the end of the contractual day with CREA hosting the first fifteen minutes (15) of the meeting. The meeting shall run for no more than sixty (60) minutes. If the administration does not have content to present, or if the content can be provided solely in an electronic format then the meeting shall be abbreviated or cancelled.

2 No after school meetings that require attendance shall be called on Fridays or on the day preceding the Thanksgiving, Winter or Spring Holiday Breaks. On the day following Thanksgiving, Winter or Spring Holiday Breaks no after school meetings that require attendance shall occur absent extenuating circumstances.

3 The notice of, and agenda for, any meeting shall be given to the employees involved at 24 hours prior to the meeting, except in an emergency. Employees shall have the opportunity to suggest items for the agenda.

4 Teachers shall not be required to attend more than two (2) evening events per school year. Each building administrator shall inform teachers about the events or required meetings for the year in writing. When a teacher is required to attend a second evening event, the hours worked may be banked, up to two (2) hours. Banked time may be used with administrator approval to offset weather related make-up days at the end of the school year. Banked time that is not used is forfeited annually. Evening parent conferences shall not be considered one of the required nighttime meetings or events.

5 When teachers are required to attend evening parent conferences, the workday will be adjusted to compensate teachers for the time scheduled for conferences. Time compensation will be offered on the same day as the conferences, unless the Association and District agree upon and alternative arrangement

E. The practice of using a teacher as a substitute, thereby depriving the teacher of a preparation period, is undesirable and shall be resorted to only in emergencies. In those cases where regular substitutes are not available, or for teachers who have been released, regular teachers who volunteer may be assigned to serve as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute. Coverage shall be arranged by the administrator of the school in question and shall be distributed as equitably as possible among the teachers in said school. Every effort shall be made to arrange employees' schedules, school activities and events so that coverage is not required.

1 Paraprofessionals shall not be used as substitutes for teachers except in cases of emergency. Paraprofessionals who substitute for teachers shall be compensated at the rate of pay for the substitute level for which they qualify or at their regular rate of pay, whichever rate is greater.

F. The Board and the Association agree that the extra-curricular activities listed in Schedule B are educationally worthwhile. Employee participation in extra-curricular activities that extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated according to the rate of pay and/or released time in Schedule B.

G. Field trips shall be scheduled and implemented by mutual agreement between the teacher and the administrator. Written permission for field trips shall be obtained from the administrator.

H. Teachers shall not be required to be present when specialist teachers such as teachers of art, physical education and music are working with their pupils.

I. Teachers will be guaranteed at least half of the time (in which two of the days are unencumbered with one of those days to be preceding the first day of the school year) allocated for preparation for the opening of school to be used for the purposes of individual preparation time. This is not to include the in-service time planned and controlled by the Division of Instruction.

J. Should inclement weather force the delayed opening of school, employees will report one (1) hour later than normal in cases of a one-hour delay and two (2) hours later than normal should the school opening be delayed by two hours.

K. A half-day per marking period will be allocated for the purpose of addressing student assessment and grade reporting. This time will coincide with quarterly reporting periods. If extenuating circumstances occur, the Superintendent will meet with the district liaison committee to evaluate possible modifications. The District calendar committee will make a good faith effort to increase this time.

## ARTICLE VIII - PART I
## TEACHER EMPLOYMENT

A. The Board agrees to make every effort to hire only fully certified/certifiable teachers holding standard certificates issued by the Department of Education for every teaching assignment.

B. 1. Each teacher shall be placed on the proper step of the salary scale.

2. Years of service in the armed forces shall also be counted as years of experience in accordance with the rules and regulations adopted bythe State Board of Education in this request.

3. Teachers employed by the Board prior to July 1972, and who received credit (years of experience) for the Peace Corps, VISTA or National Teachers Corps work, and time spent on a Fulbright Scholarship shall continue to receive such credit not to exceed two years. If employment is interrupted, the provisions of the paragraph will still be applicable upon re-employment.

C. Previously accumulated unused leave days shall be restored to all returning teachers.

D. Teachers shall be notified of their salary status for the ensuing year no later than September 30.

E. Teachers employed after September 30 or to fill a vacancy created by a leave of absence shall only be issued a temporary contract.

F. Summer School

1. Summer school employment will be offered as early as possible. Applications for summer school teaching positions will be considered and teaching assignments will be made known to all applicants by May 1.

2. Teachers continuing in the employ of the Caesar Rodney School District shall have priority for such assignments before appointment of applicants from outside the District. Consideration for summer school employment will be based upon the teacher's regular home school assignment, with preference given to teachers who have taught the subject area and/or grade level in question during the regular school year and then to teachers who have taught the grade and/or subject in question on a regular basis at any time during the

preceding three (3) years. If the above factors are equal for two candidates, the position will be offered to the teacher with the most seniority.

3. Summer school teachers shall be asked to sign a letter of commitment to accept and complete a specific summer school assignment. If the teacher fails to meet the commitment, the teacher's opportunity for summer school employment in the following year may be jeopardized. In the event a teacher's summer school assignment is changed after signing a letter of commitment, the teacher may withdraw from said assignment without prejudice.

G. The student's classroom teacher or a core curriculum instructor will have the first option for employment in homebound instruction.

## ARTICLE VIII - PART II
## PARAPROFESSIONAL EMPLOYMENT

A. Duration of Employment:

1. Unless indicated at time of employment, the paraprofessional may assume that the period of employment is on a continuing basis and will be consistent with the School District's instructional calendar. A paraprofessional working under a temporary contract will be interviewed and considered for posted vacancies if the paraprofessional has satisfactory or better evaluation.

B. Salary:

Paraprofessionals are placed on the appropriate step in the salary schedule.

C. Probationary Period:

1. All new paraprofessionals shall be on probation for sixty (60) workdays from the date of hire.

2. All probationary paraprofessionals shall receive a written evaluation within the first thirty (30) workdays of the probationary period. If at any time during the probationary period the District determines any deficiency or problem, the administrator shall provide the employee with written notice and the employee shall be placed on an Improvement Plan. This Improvement Plan shall be developed by the administrator/supervisor. If, upon completion of the probationary period, deficiencies are still noted, then the District reserves the right to terminate the paraprofessional. Any paraprofessional retained by the District after completion of the probationary period shall automatically obtain regular employee status.

D. Duty at Assigned School:

Before being placed on duty at their assigned school, paraprofessionals will receive an orientation to the District, including, but not limited to, District expectations and employee benefits and rights. Said orientation period will be considered part of the employee's first paid workday activity.

E. Summer School:

1. Summer school employment will be offered as early as possible. Applications for summer school paraprofessional positions will be considered and paraprofessional assignments will be made known to all applicants by May 1.

2. Paraprofessionals assigned to a specific instructional program, which extends beyond the regular school year, will have first refusal rights to the like summer school position. Paraprofessionals employed by the District who are assigned to programs which will not be continued as part of summer school, will have priority for summer employment over non-employees.

3. Summer school employees shall be asked to sign a letter of commitment to accept and complete a specific summer school assignment. If the employee fails to meet the commitment, the employee's opportunity for summer school employment in the following year may be jeopardized. In the event an employee's summer school assignment is changed after signing a letter of commitment, the employee may withdraw from said assignment without prejudice.

## ARTICLE IX
## SALARIES

A. 1. The salaries of all teachers covered by this Agreement are set forth in Appendix A-1, which is attached hereto and made a part hereof.

2. The salaries of all paraprofessionals covered by this Agreement are set forth in Appendix A-2., which is attached hereto and made a part hereof. In addition, Paraprofessionals shall also receive additional compensation for the following:

a. Passing the Para Pro Test = $100 (onetime)

3. The local component of the salary schedules (Appendix A-1 and Appendix A-2) will be increased by the following percentages

a. Teacher
2024-2025 = 5%
2025-2026 = 4%
2026-2027 = 1%

Each of the forgoing is a minimum on scale increase. In a fiscal year where a current expense increase takes effect due to the passing of an operating referendum the prior fiscal year, there shall be a salary scale only reopener.

b. Paraprofessional
2024-2025 = 3%
2025-2026 = 2%
2026-2027 = 1%

Each of the forgoing is a minimum on scale increase. In a fiscal year where a current expense increase takes effect due to the passing of an operating referendum the prior fiscal year, there shall be a salary scale only reopener.

c. Additionally, the following dollar amounts will be added to the following specified cells of the teacher salary schedule (Appendix A-1) after the % increase is calculated for the first year (2024-2025) of this agreement:
3 – 9 years of experience = $100
10 -- 14 years of experience = $200
15 -- 19 years of experience = $300
20 -- 24 years of experience = $700

25 or more years of experience = $1,600

d. Additionally, the following dollar amounts will be added to the following specified cells of the paraprofessional salary schedule (Appendix A-2) after the % increase is calculated for the first year (2024-2025) of this agreement:
3 – 9 years of experience = $100
10 -- 14 years of experience = $150
15 -- 19 years of experience = $200
20 -- 24 years of experience = $250

e. Paraprofessionals with a bachelor's degree will receive $250 per cell on the salary table.

B. The Board shall pay employees at the earliest time allowed by State Law and/or rules set by the State Treasurer.

C. The Board agrees that regulations applying to advanced placement on the local salary schedule will conform to the State Board of Education regulations for the Professional Growth Graduate Program.

D. Psychologists, Speech Pathologists, Occupational Therapist and Physical Therapist who are district employees, shall be paid according to Schedule A-1. This group of employees shall receive, in addition to the appropriate salary stipulated by Schedule A-1 an amount of $5,000 annually.

E. The individual District employee that has been designated as the District Lead Nurse shall be paid according to Schedule A-1. This individual shall receive, in addition to the appropriate salary stipulated by Schedule A-1 an amount of $3,000 annually.

F. The individual District employee that has been designated as the District Lead Mental Health Counselor shall be paid according to Schedule A-1. This individual shall receive, in addition to the appropriate salary stipulated by Schedule A-1 an amount of $1,000 annually.

G. Teachers who serve as department heads at the high school and middle schools, or grade level chair people at an elementary school, shall receive a $600 stipend.

H. Staff members who serve as member of the School Leadership Team shall receive a $700 stipend.

## ARTICLE X
## EMPLOYEE VACANCIES

Definition: A vacancy shall be a position that remains unfilled after the District has exercised its rights to reassign current employees within a building.

A. Posting of Job Vacancies: The District agrees to post a notice of each job vacancy which is subject to the conditions of this Agreement.

B. Vacancies shall be distributed electronically to all CR employees by the district office and posted on the District Website for a period of no fewer than five (5) days prior to the application deadlines. No regular appointment shall be made until after the deadline for filing applications. Vacancies for the current school year are posted for three (3) days or until filled. In extenuating circumstances, the district reserves the right to shorten a posting.

C. The initial vacancy notices for summer school job opportunities will be posted as early as possible. Additional postings will be made if other opportunities are identified. Summer school vacancy notices shall be distributed electronically to all CR employees by the district office. However, the

District shall only be required to post for two (2) days vacancies occurring after May 15.

D. The written notice for a vacancy shall contain:

1. Posting date (date notices are posted in each building)
2. Closing date
3. Type of vacancy
4. Location
5. Position description
6. Starting date
7. Qualifications
8. Salary
9. Other relevant factors (when necessary)

## ARTICLE XI – PART I
## ASSIGNMENT -- Teachers

A. Building administrators shall provide teachers written notice of their teaching assignments for the forthcoming year no later than June 1. In the event schedule changes are made after June 1, the teachers affected shall be notified promptly and consulted with as soon as is practical. In no event will changes in teaching schedules be made later than 60 calendar days preceding the commencement of the school year except under extenuating circumstances.

B. Teachers shall not be assigned outside the scope of their valid Delaware teaching certificates.

C. Teachers assigned to more than one building:

1. Teachers who may be required to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel in accordance with State Law.
2. Any teacher assigned to more than one (1) school will be allotted a minimum of fifteen (15) minutes of travel time that does not infringe upon duty-free time or planning time as specified in this Agreement.

## ARTICLE XI – PART II
## ASSIGNMENT -- PARAPROFESSIONALS

A. The District shall provide paraprofessionals written notice of their assignments for the forthcoming year no later than July 15. Assignments may be changed after August 1 if extenuating circumstances warrant such changes.

B. Paraprofessionals assigned to more than one building:

1. Paraprofessionals who may be required to use their own automobiles in the performance of their duties and paraprofessionals who are assigned to more than one (1) school per day shall be reimbursed for all such travel in accordance with State Law.

2. Any paraprofessional assigned to more than one (1) school will be allotted a minimum of fifteen (15) minutes of travel time. Such travel time shall not infringe upon duty-free lunch time or break time as specified in this Agreement.

## ARTICLE XII - PART I
## TRANSFER AND REASSIGNMENT PROCEDURE - TEACHERS

The Board of Education has sole discretion in the recruitment, assignment and transfer of employees in the Caesar Rodney School District except as limited by this Agreement.

A. Definitions

1. Transfer shall be defined as the movement of an employee to a different building to fill a vacancy or new position.

2. Reassignment shall be defined as any change in an employee's work assignment within her/his current building/worksite or program constitutes a reassignment.

B. Voluntary Transfer Procedure

1. The voluntary transfer procedures shall apply only to positions defined as vacancies.

2. Notification of Transfer Opportunity: Teachers will be made aware of transfer opportunities when a vacancy notice is posted per the provisions stated in Article X.

3. Teachers who apply for a transfer while the position is posted as a vacancy shall be granted an interview. All requests for voluntary transfer will be considered before any new personnel are hired and assigned.

4. Teachers denied a position to which they had requested a transfer shall be advised of the decision as soon as it is made and shall be further entitled to communication from Human Resources as to the reasons for such denial if requested.

5. In the determination of requests for transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirement and best interests of the district. No transfer request will be considered after August 15 unless it is in the best interest of the District.

C. Involuntary Transfers

1 No vacancy shall be filled by means of involuntary transfer between schools if it is possible to find a volunteer of the Board's choice.

2 Notice of an involuntary transfer and the reason shall be given to teachers as soon as possible. An involuntary transfer shall be effected only after a meeting between the teacher involved and the Superintendent or designee. The teacher may have an Association representative present at the

meeting.

3 When an involuntary transfer is considered to fill a vacancy, a teacher's area of certification shall be considered in determining which teacher is to be transferred. Should the above factors be substantially equal, the person with the least seniority in the District shall be transferred.

4 In the event that an involuntary transfer is considered because of surplus staff within a building, a teacher's area of certification shall be considered in determining which teacher is to be transferred. Should the above factors be substantially equal, the person with the least seniority in the building will be transferred.

5 When an involuntary transfer is necessitated by changing enrollments on program offerings, the teacher to be involuntarily transferred shall be provided a list of open positions in the District. Such teacher may request the positions, in order of preference, to which he/she desires to be transferred. Teachers being involuntarily transferred from their present position shall have preference over those seeking voluntary transfer in regard to choice among those vacant positions. A teacher being involuntarily transferred shall be placed only in an equivalent position; e.g., one that, among other things, does not involve a reduction in rank or in total compensation.

D. Grievability

Should a grievance be pursued to arbitration concerning voluntary or involuntary transfers, it shall be recognized that the arbitrator's sole rationale shall consist of whether there was a transfer made for arbitrary and capricious reasons. The arbitrator shall not be empowered to order any remedy should he/she find that there were no arbitrary or capricious reasons involved in the transfer decision.

E. Reassignment Procedure

1. Current staff within a building shall be offered the opportunity for reassignment before any position within the same building is classified as a vacancy and posted as such. All requests for reassignment within the building will be considered before any new personnel are hired or reassigned.

2. Teachers within the building shall notify the principal of their interest in reassignment by submitting a written request for reassignment to any desired position which may become open for the next school year no later than April 1. Requests for reassignment shall include the grade and/or subject to which the teacher desires to be reassigned in order of preference.

3. Reassignment of staff within the building shall not be considered a transfer.

## ARTICLE XII - PART II
## TRANSFER AND REASSIGNMENT PROCEDURE - PARAPROFESSIONALS

Definitions:

Transfer: Transfer shall be defined as the movement of an employee to a different building or program to fill a vacancy or a new position.

Reassignment: Reassignment shall be defined as any change in the employee's work assignment within his/her current building/worksite or program.

A. Transfer

Paraprofessionals interested in a transfer to a different school may apply for a transfer while the position is posted as a vacancy and shall be granted an interview. Upon interviewing at a particular school for a vacant position the Paraprofessional will be considered for subsequent vacancies posted up until the start of the school year. The Paraprofessional will need to submit a transfer request for any position they would like to be considered. Unless it is considered in the best interest of the School District, transfers will not be initiated during the regular school year.

B. Involuntary Transfer

1. No vacancy shall be filled by means of involuntary transfer between schools if it is possible to find a volunteer of the Board's choice.

2. Notice of an involuntary transfer and the reason therefore shall be given to paraprofessionals as soon as practicable. An involuntary transfer shall be effected only after a meeting between the paraprofessional involved and the Superintendent or designee. The paraprofessional may have an Association representative present at the meeting.

3. In the event that an involuntary transfer is considered because of surplus staff or program change within a building, and all relevant factors are considered equal, the paraprofessional with the least seniority in the building will be transferred.

4. When an involuntary transfer is necessitated by changing enrollments or program offerings, the paraprofessional to be involuntarily transferred shall be provided a list of open positions in the District. Such paraprofessional(s) may request the positions, in order of preference, to which she/he desires to be transferred. Paraprofessionals being involuntarily transferred from their present position shall have preference over those seeking voluntary transfers in regard to choice among those positions which are vacant. A paraprofessional being involuntarily transferred shall be placed in an equivalent position; i.e., one which among other things, does not involve a reduction in rank or total compensation.

C Reassignment:

1. The paraprofessional will continue to be assigned to the same program as during the previous year unless notified by August 1st. Reassignment may be made after August 1st if extenuating circumstances necessitate it.

2. Current paraprofessionals within a building shall be offered the opportunity for reassignment before any position with the same building is classified as a vacancy and posted as such. All requests for reassignment within the building will be considered before any new personnel are hired or assigned.

3. Paraprofessionals within the building shall notify the principal of their interest in reassignment by submitting a written request for reassignment to any desired position, which may become open for the next school year not later than April 1. Requests for reassignment shall include the position that the paraprofessional desires to be reassigned in the order of preference.

## ARTICLE XIII - PART I
## TEACHER EVALUATION

A. Teachers and specialists will be evaluated annually utilizing the state mandated evaluation system.

1. The District shall follow recommendations and guidelines set forth in the state-mandated performance appraisal system.

2. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited.

3. Teachers shall be evaluated only by persons sanctioned by the State Department of Education.

4. Unannounced classroom observations associated with the state-mandated appraisal system shall not be conducted on the day preceding or subsequent to Thanksgiving, Winter, or Spring Breaks, nor on the dates following a teacher absence of three or more consecutive days, unless necessitated by absenteeism.

5. Employees will be given at least three (3) days advanced notice of pre-observation conferences for announced observations, unless the teacher and administrator agree to shorten the advanced notice time.

B. Teacher and Specialist Personnel Files

2 Teachers shall have the right, upon request, to review the contents of his/her personnel file and building site file, except for confidential documents as determined by the person in charge of said file and removed by that person in the presence of the teacher, and to receive a reasonable number of copies at Board expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association during such review. At least once every two (2) years, a teacher shall have the right to indicate those documents and/or other materials in his/her personnel file or building site file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Any documents identified as confidential (in Section, B.1. above) and which are removed before review by the teacher, will be identified by category (i.e., personal references, professional reference, teacher college placement file). The Director of Human Resources will arrange a review of a teacher's file within three (3) working days from the receipt of the request. In the event that the Director is unable to schedule the review within three days, the Superintendent shall appoint an appropriate designee to complete the review. The employee may initial and date each page of the personnel file or building site employee file in the presence of the Human Resources Director or designee.No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file or building site employee file unless the employee has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and said answer shall be reviewed by the Superintendent or designee and attached to the file copy.

3 The Board agrees to protect the confidentiality of personnel references, and other similar documents. The Board shall not establish any separate employee file which is not available for the employee's inspection.

C. Any complaints regarding a teacher made to any member of the administration by any parent, student or other person, which are to be used in any manner in evaluation of a teacher, shall be called to the attention of the teacher. The administrator or immediate supervisor shall meet with the teacher to apprise the teacher of the full nature of the complaint, including the name of the complainant. Unless there is a law enforcement investigation, charge, or conviction, no complaint against a teacher by someone other than school officials shall be deemed validated until an investigation of the complaint by the administration is concluded.

D. An employee may write his/her own statement concerning the finalized evaluation, whether he/she agrees or disagrees with it, and such statements shall be included with the report.

E. Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance.

F. No employee shall be required to create and/or maintain a professional portfolio unless such is deemed appropriate for an employee's Individual Improvement Plan.

G. The content of the administrator's appraisal/evaluation of a teacher is not subject to the grievance procedure listed in Article II.

## ARTICLE XIII - PART II
## PARAPROFESSIONAL EVALUATION

A. Each paraprofessional will be evaluated in writing by his/her supervisor at least once prior to the end of each school year. Evaluations will only include observations of the performance since the last evaluation. The evaluation will include a response section that will allow paraprofessionals to respond to the evaluator's comments.

B. Paraprofessional Personnel File

1. A paraprofessional shall have the right, upon request, to review the contents of his/her personnel file or building site file, except confidential documents as determined by the person in charge of said file and removed by that person in the presence of the paraprofessional, and to receive a reasonable number of copies at Board expense of any documents contained therein. A paraprofessional shall be entitled to have a representative of the Association during such review. At least once every two (2) years, a paraprofessional shall have the right to indicate those documents and/or other materials in his/her personnel file or building site file which he/she believes to be obsolete or otherwise inappropriate to retain. Said document(s) shall be reviewed by the superintendent or his designee and, if in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Any documents identified as confidential and which are removed before review by the paraprofessional, will be identified by category (i.e., personal references, professional reference, paraprofessional college placement records). The Director of Human Resources will arrange a review of a paraprofessional's file within three (3) working days from the receipt of the request. In the event that the Director is unable to schedule the review within three days, the Superintendent shall appoint an appropriate designee to complete the review. The employee may initial and date each page of the personnel file or building site employee file in the presence of the Director or designee.

2. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file or building site employee file unless the employee has had an opportunity to review the material. The paraprofessional shall acknowledge that she/he has

had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The paraprofessional shall also have the right to submit a written answer to such material and said answer shall be reviewed by the Superintendent or designee and attached to the file copy.

3. The Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents. The Board shall not establish any separate personnel file which is not available for the paraprofessional's inspection.

C. Any complaints regarding a paraprofessional made to any member of the administration by any parent, student or other person, which are to be used in any manner in evaluation of a paraprofessional, shall be called to the attention of the paraprofessional. The principal or immediate supervisor shall meet with the paraprofessional and apprise her/him of the full nature of the complaint, including the name of the complainant. Unless there is a law enforcement investigation, charge, or conviction, no complaint against a paraprofessional by someone other than school officials shall be deemed validated until an investigation of the complaint by the administration is concluded.

D. All paraprofessionals will receive a copy of their evaluation report, which must be signed by both the paraprofessional and the immediate supervisor. The paraprofessional's signature will indicate that he/she has seen and discussed the report rather than agreement or disagreement with the report's contents. Any response to the evaluation report by the paraprofessional must be in writing and submitted to the paraprofessional's immediate supervisor. It will then be attached to the evaluation report and placed in the paraprofessional's personnel file. Any paraprofessional receiving an unsatisfactory evaluation shall be given the reason for said evaluation.

E. Contents of a paraprofessional's evaluation are not subjected to the grievance provision of this Agreement.

## ARTICLE XIV, PART I
## FAIR DISMISSAL PROCEDURE - TEACHERS

A. The Board agrees that no teacher will be dismissed without just cause.

B. All teachers will be guaranteed the full constitutional protection of due process.

C. Reduction in Force shall be just cause for dismissal. When a reduction in force is necessary because of a decrease in student enrollment, decrease in educational services, changes in curriculum, shortage of funds or changes in use of instructional personnel, the Superintendent shall determine the area, subject, level or programs that will lose staff positions, as well as the date that such reductions are needed. Such reduction in force shall be based on standard certification and on length of uninterrupted District employment and shall be implemented in accordance with the following procedures:

1. A seniority list for each area of certification shall be kept according to the employee's date of employment. (Date of employment shall mean the first day for which the employee received pay.) In the event an employee has multiple certifications, the employee's name will appear on each list according to seniority. If an employee attains certification in an area other than the employee's current assignment, the employee's seniority date for that area will be the date certification was effective, as determined by the Delaware Department of Education (DDOE). Such lists will:

   a. include all applicable employees in rank order and state the employee's date of

employment, (or date of certification, as established by DDOE, for multiple certifications received after hire date);

b. be available in the principal's office for inspection by the staff on or before March 15 of each school year,

c. be subject to appeal via the Director of Human Resources prior to April 15.

2. In the event of a reduction in force, the employee(s) with the least seniority in the affected area of certification shall be subject to dismissal. Such employee(s) who holds dual certification and whose seniority is greater than the seniority of another employee(s) in a different area of certification shall have the right to replace the employee(s) with the lesser seniority. The Association shall be notified of all reductions in force within three (3) days of the notification to the dismissed employees.

3. An employee newly hired after September 30 shall receive a temporary contract. Such employee shall be placed on the seniority list in accordance with date of such employment, but not until such time as having secured a regular contract through the normal procedure for new-hires, and provided there has been no break in employment.

4. An employee hired to implement a program funded by the Federal Government, or by special State funds (not directly contained in the District budget appropriation), or any person employed to replace an employee who is transferred to such a program, shall receive a temporary contract during the first year of employment. An employee hired for a second consecutive year in such a program shall receive a regular contract. Retroactive seniority to the date of original employment in the program will be credited, providing there has been no break in service. Should an employee who holds a regular contract accept transfer to a program as described above, the employee's contract and seniority status would continue as if the transfer had not been effected.

5. Employees holding emergency certification shall be placed on the seniority list in accordance with their date of such employment, but not until such time as they have secured standard certification, and provided there has been no break in employment.

6. School Board-approved leaves of absence shall not interrupt continuous employment, and employees on leave are subject to the RIF procedures.

7. Teachers on a continuing license dismissed via the RIF procedures will be placed on a recall list, maintained by the Director of Human Resources, for a period of one (1) year with an option to be continued on the list for a second year. Employees will be offered reemployment in their last previous employment field for which they held certification in reverse order of their dismissal date. Employees who have been "riffed" and subsequently recalled by the District shall maintain all accumulated seniority which they had established at the time of their "riffing." An employee hired to implement a program funded by the Federal Government or by special State funds (not directly contained in the District budget appropriation), shall be granted the rights and privileges of this subsection once having been continually employed for such a time period as is normally required to receive a continuing license.

8. When a vacancy occurs in the area of the employee's last employment field for which they had certification, the appropriate employee on the recall list will be notified by email (work and personal) with read receipt to district office. Failure to accept the offer within 10 days of the delivery date shall result in removal from the recall list.

9. It shall be the responsibility of employees on the recall list to inform the Director of Human Resources in writing of address changes and/or their desire to be continued on the list a

second year.

D. Article II, Grievance Procedures, does not apply to this article except for procedural process associated with Reduction in Force.

## ARTICLE XIV, PART II
## FAIR DISMISSAL PROCEDURES - PARAPROFESSIONALS

A. The Board agrees that no paraprofessional will be dismissed without just cause.

B. All paraprofessionals will be guaranteed the full Constitutional protection of due process.

C. Termination

1. Conditions that would cause the District to terminate employment are:

   a. Reduction in enrollment in a program for which a paraprofessional is assigned.

   b. Budgetary reasons.

   c. Immorality, misconduct in office, incompetence, disloyalty, neglect of duty or willful and persistent insubordination.

2. Should either "a" or "b" above be implemented, it will be accomplished by July 15. All probationary paraprofessionals within the affected program shall be the first to be dismissed. Non-probationary paraprofessionals who are notified that their position is to be eliminated for either item "a" or "b" above shall bump the least senior paraprofessional within their respective program, then building, then district, the most recently hired paraprofessional being considered the least senior. Paraprofessionals must hold the appropriate permit and must be capable of performing the essential duties of a position with or without reasonable accommodations in order to move into a position through the bumping process.

3. Employees dismissed for "a" or "b" above, will be placed on a recall list, maintained by the Director of Human Resources, for a period of one (1) year with an option to be continued on the list for a second year. When vacancies occur, employees will be offered reemployment in reverse order of their dismissal date. Employees recalled to specific positions must hold the appropriate permit and must be capable of performing the essential duties of the position with or without reasonable accommodations. Employees who have been "riffed" and subsequently recalled by the District shall maintain all accumulated seniority which they have established at the time of their "riffing."

4. Notification of recall shall be by email (work and personal) with a read receipt to the district office. Failure to accept the offer within 10 days of the delivery date shall result in removal from the recall list.

5. It shall be the responsibility of employees on the recall list to inform the Director of Human Resources in writing of address changes and/or their desire to be continued on the list a second year.

6. Time lost by an employee "riffed" under provisions of this Article who is subsequently recalled under provisions of this Article shall not be considered to interrupt continuous service, but such time shall not be counted toward additional service or be a criterion for pay, pension, or other benefits as set forth in this Agreement.

7. Employees on Board-approved leave of absence shall be subject to all provisions of this Article.

## ARTICLE XV
## FACILITIES And MATERIALS

A. Each school shall have the following facilities and materials:

1. Space in each classroom in which teachers may store instructional materials and supplies.

2. A work area containing equipment and supplies to aid in the preparation of instructional materials.

3. In addition to the aforementioned work area, an appropriately furnished room which shall be reserved as an employee lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned.

4. A serviceable desk, chair, computer and filing cabinet for the use of each teacher and access to a computer for the use of each paraprofessional. Floater teachers shall have a designated permanent planning space, desk, and phone access insofar as scheduling permits.

5. In the renovating or remodeling of existing facilities the Board shall consider the improvement or inclusion of the following:

   a. A communication system so that teachers can communicate with the main building office from their classroom.

   b. Well-lighted and clean employee restrooms separate from the students' restrooms.

   c. A separate private dining area for the exclusive use of employees.

   d. Free and adequate off-street paved parking facilities which are protected against vandalism, properly maintained and identified exclusively for employee use.

   e. Suitable closet space for each employee to store personal articles.

6. Adequate books, paper, pencils, pens, erasers and other such material required by and for teachers in daily teaching responsibility.

7. The Association has the option of installing a separate telephone line in each school building. The purpose thereof is to provide a telephone for teacher and paraprofessional use. The telephone is to be placed at a location that is mutually agreed upon by the building principal and the Association. The District will pay the basic service and equipment charge.

B. An assigned space shall be provided for teachers who work in more than one school building (this space may be shared with other specialists) to permit the effective discharge of the responsibilities to their pupils.

## ARTICLE XVI
## ASSOCIATION-ADMINISTRATION LIAISON

A. The Association at each school shall select a Liaison Committee for each school building which shall meet with the administrator at least once a month to review and discuss local school problems and practices, and to play an active role in the revision or development of building procedures. Areas for consideration shall include but not be limited to such matters as curriculum, class size, textbooks, distribution of materials and supplies, discipline and parent visitation. Said Committee shall consist of not less than three (3) faculty members in the school building who must hold Association membership.

B. No more than seven Association representatives shall meet with the Superintendent and/or his designee at least once a month during the school year when mutually scheduled to review and discuss current school problems and practices and the administration of this Agreement. An agenda of items will be forwarded to the Superintendent and/or designee at least three (3) days in advance of the scheduled meeting.

## ARTICLE XVII
## SICK LEAVE

A. As of September 1, 1970, all employees employed shall be entitled to one (1) sick leave day for each month under contract each school year as of the first official day of school, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year to the maximum stipulated by law.

B. All summer school employees shall receive one (1) sick leave day per twenty (20) teacher days and said day shall be defined as that employee's normal summer school teacher day assignment.

Furthermore, it is expressly understood that those days are not to accumulate, if not used, and shall not be linked in any manner with the normal school year sick-leave-day accumulation number.

C. Upon retirement, the District will pay the local supplement portion of the unused sick leave days for which the State of Delaware compensates the employee.

D. An employee shall use the benefits of the Family and Medical Leave Act upon approval and shall have the option to utilize only such accrued sick leave as will allow her/him to retain a balance of ten (10) days accrued sick leave upon return to full employment.

E. The Board will include the procedures for Senate Bill 190 (Donated Leave) in the Board of Education Policy Manual. The guidelines for this policy will reflect the suggested policy on Donated Leave per the Delaware School Board Association.

F. A physician statement certifying the medical justification for an employee's absence will not normally be requested for less than five (5) days consecutive absence. Should there, however, be an attendance pattern which appears to suggest abusive use of sick leave days, an employee shall be notified in writing that a physician's certificate be required for all future absences that are to be charged to sick leave. This certificate requirement will be reviewed each 6 months following such notification. The district may require an employee to be examined by a physician approved by the CREA and the District to determine if the individual is physically capable of continuing to perform the work duties of the employee's assignment. The cost of such a physical examination shall be borne by the District. Abuse of sick leave is subject to disciplinary action, including termination.

## ARTICLE XVIII
## TEMPORARY LEAVES OF ABSENCES

A. Personal Leave: Employees shall be entitled to a maximum of five (5) days of Personal Leave as specified in 14 Del. C. §1318(f) and in accordance with district guidelines.

B. Bereavement/Critical Illness: Leave may be used as specified in 14 Del. C. § 1318(b), (c) and (d); namely,
1. Death in the immediate family (5 days).
2. Serious illness in the immediate family (accrued sick leave may be used)
3. Death of a near relative (1 day).

C. Employees scheduled to appear in court or to testify on behalf of the District are not considered to be on leave. Employees so scheduled will not have the absence from regular duty charged against any type of leave. Employees contacted for such activity shall inform their administrator to arrange for change of daily schedule or assignment.

## ARTICLE XIX
## EXTENDED LEAVES OF ABSENCE

A. The Board agrees that up to two (2) employees designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) regular school years for the purpose of engaging in activities of the Association or its affiliates.

B. A leave of absence without pay of up to two (2) regular school years shall be granted to any employee who joins the Peace Corps, VISTA, National Teacher Corps or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs or accepts a Fulbright Scholarship.

C. A teacher on tenure shall be granted a leave of absence without pay for up to two (2) school years to teach in an accredited college or university provided that the teacher is concurrently enrolled in the same college or university for the purpose of obtaining an advanced degree. Requests for such leave must be submitted by June 1 for the succeeding school year.

D. It shall be expressly understood that any employee who executes the provisions of Section A, B or C of this Article is subject to reassignment in the School District in accordance with the openings that occur at the time of desired return by said employee. Furthermore, any employee desiring said return shall notify the Board of such intention no later than April 15 of the year in which the employee expects to reassume his teaching duties.

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

F. Maternity leave shall be granted according to the laws of the State of Delaware and applicable federal regulations.

G. A leave of absence without pay of up to one (1) school year shall be granted for the purpose of caring for a sick member of the employee's immediate family for the remainder of the school year. Under extenuating circumstances additional leave may be granted at the discretion of the Board.

H. The Board may grant a leave of absence without pay to any employee to campaign for or serve in a public office, or to campaign for a candidate for public office other than him/herself.

I. Other leaves of absence without pay may be granted by the Board for good reason.

J. All benefits to which an employee was entitled at the time leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return, and the employee shall be assigned to the same position held at the time said leave commenced, if available; or, if not, to an equivalent position. The employee on extended leave shall be credited with the time accrued while on leave for the purposes of Reduction in Force.

K. All extensions or renewals of leaves shall be applied for and granted in writing.

L. Military Leave -- Any employee who is a member of the National Guard or any Reserve Component of the Armed Forces of the United States and who is ordered to attend training camp or to perform special duty not in excess of fifteen (15) days in any calendar year shall be allowed leave with pay for attending such training sessions or performing such special duty. Leave for employees shall apply only if the training is with the individual's unit. Such military training or special duty leaves shall not be deducted from vacation leave or in any other way result in loss of privileges or compensation to said employee. An employee called to temporary military training or special duty.

## ARTICLE XX
## SABBATICAL LEAVE

A. A sabbatical leave shall be granted to a teacher by the Board for study, including study in another area of specialization, for travel or for other reasons of value to the school system.

B. Sabbatical leave shall be granted, subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of one (1) teacher in any one year.

2. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than February 1, and action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.

3. The teacher has accrued seven (7) years of service as a fully certified professional employee in the State with the provision that at least five (5) consecutive years of such service shall have been in the employ of the Caesar Rodney School District unless the Board at its discretion shall allow a shorter period of time.

4. The Board shall provide to the employee granted leave under the forenamed provisions, compensation which shall be one-half salary not to exceed $10,000.

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence

## ARTICLE XXI - PART I
## TEACHER PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvements in ways that best serve the problems, functions, interests and needs of the children of the District.

B. The Board agrees to pay the full cost of tuition incurred in connection with any courses which a teacher is required and/or requested by the administration to take.

C. CREA Travel

1. A committee established by the Board and the Association will establish procedures and policies for teacher travel to local, state and national educational meetings. Such procedures and policies must be consistent with Board policy, State Law and State rules and regulations.

2. The budget for employee travel, excluding the cost of substitutes, shall be $10,000.

3. The Association will review and make recommendations on applications for travel to these meetings.

D. The District will allocate a total sum of $75,000 annually for the purpose of tuition reimbursement for all teachers and paraprofessionals to be equally divided among approved employees. The procedure for reimbursement is based on the procedure as outlined in the District's Instructional Staff Handbook.

E. Individual teachers may request individual books and/or other educational resource materials of a professional nature, of the principal. The Board shall provide adequate housing for any and all materials which may be subsequently purchased in this Article.

F. The Board agrees to confer with the Association in arranging in-service days, workshops, conferences and programs designed to improve the quality of instruction. Such activities shall be coordinated through the District Liaison Committee, and should include appropriate professional development opportunities for all school nurses, which may include building and/or District wide initiatives.

## ARTICLE XXI - PART II
## PARAPROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board acknowledges that paraprofessionals are significant in assisting the educational process within the District. Should it become necessary for a paraprofessional to have specific training to meet the expectations of the Board, the Board will be responsible for providing such training at no cost to the paraprofessional.

B. Paraprofessionals shall be permitted to access CREA travel funds under the guidelines established by the Association.

C. The Board agrees to confer with the Association in arrangement of in-service programs designed to improve the job performance of paraprofessionals. Such activities shall be coordinated through the CREA/District liaison.

## ARTICLE XXII
## PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and / or safety.

B. An employee may, within the scope of employment, use and apply such amount of force as is reasonable, necessary and lawful to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense and for the protection of persons or property.

C. The Board shall give full support, including legal and other assistance, to the employee while acting in the discharge of duties to the extent of the Board's insurance.

D. Employees shall immediately report cases of assault (i.e. intentional or reckless conduct resulting in injury to another person) suffered by them in connection with their employment to their administrator or other immediate supervisor. Such notification shall be immediately forwarded to the Superintendent or designee who shall assist the employee in any way possible, including acting as a liaison among the employee, police and courts.

E. Efforts shall be made to maintain classrooms and work areas at reasonable climates throughout the year. Where feasible and acceptable alternative on-site facilities exist, and upon request of an employee, and administrator approval (shall not unreasonably be withheld), instruction shall occur in an alternative location with reasonable climate.

## ARTICLE XXIII
## MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. When in the judgment of the teacher, a student's behavior is seriously disrupting the instructional process, the teacher may exclude the student from the classroom and refer him/her to the administrator. In such cases, the administrator shall arrange as soon as possible, and under normal circumstances, not later than the conclusion of the following school day, a conference between him/herself, the teacher and possibly an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

B. Students shall not be returned to the classroom until the situation has been resolved to the satisfaction of the administrator and teacher.

C. If the administrator and teacher cannot agree on the resolution, the Superintendent or his/her designee shall make the determination.

D. Each employee will have access to the Caesar Rodney School District Student Handbook.

## ARTICLE XXIV
## BENEFITS

A. Group Health Insurance -- A maximum of $135.00 per month per person will be used to defray the membership cost for those employees who are eligible and participating in the group health insurance program sponsored by the State of Delaware.

B. Liability Insurance -- All employees of the Caesar Rodney School District are covered by Liability insurance in the amount of $100,000 per person, $300,000 per occurrence and $50,000 property damage. Employees must give written notice to the District Office upon becoming aware of any pending claim. Policy covers all employees while in the performance of their assigned duties.

C. Long-Term Disability -- The Board shall provide a group Long-Term Disability Income Plan for employees who have not elected to participate in the Short Term/Long Term Disability Plan sponsored by the State of Delaware. The specifications of the plan are set forth in Schedule C, which is attached hereto and made a part hereof.

D. Group Dental Insurance – The Board shall provide and pay up to $115 per month to defray the membership cost of premiums for a dental coverage plan sponsored by the District. The Board shall provide a group dental insurance program for employees and eligible dependents as described in Schedule D with a dental carrier of the Board's choice.

E. Vision Insurance – The Board shall provide and pay up to $25 per month to defray the membership cost of the premiums for a vision coverage plan sponsored by the District for employees and their eligible dependents.

F. Retirement Benefit – Teachers retiring at the end of an academic year who submit a letter of retirement to the Director of Human Resources by February 1st will receive a stipend of $500.

## ARTICLE XXV
## PERSONAL AND ACADEMIC FREEDOM

A. The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly affect the employee's ability to perform his/her duties effectively.

B. The District is an equal opportunity employer and does not unlawfully discriminate against employees or applicants for employment on the basis of an individual's religious affiliation or belief, gender, veteran status, national origin, race, marital status, disability, sexual orientation, gender identity, color, creed, age, genetic information, that the individual was the victim of domestic violence, a sexual offense, or stalking, or other prohibited category. Furthermore, there shall be no retaliation against any employees for complaints related to unlawful employment practices concerning any of the aforementioned protected categories. This policy applies to all terms, conditions and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline and termination.

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

1. Teachers shall be guaranteed full freedom in classroom presentation and discussions and may introduce political, religious or otherwise controversial material, provided only that said material is relevant to the course content. Teachers shall make every effort to present all sides of an issue.

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

3. Teachers shall not be censored or restrained in the performance of their teaching functions on the grounds that the material discussed and/or opinions expressed are distasteful or embarrassing to those in authority in the school system.

4. It is the responsibility of the employee to implement the district curriculum. In performing this function, employees may use a variety of materials, in addition to those provided by the District.

5. It is understood that any and all instructional material created by the District for District wide use and implementation is considered Intellectual Property of the District and may not be shared with anyone outside of the employ of the District without the expressed written consent of the Director of Curriculum and Instruction.

## ARTICLE XXVI
## BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

A. The Board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities.

B. The procedure for reviewing and evaluating curriculum, to include instructional materials and supplies, shall be defined by Board Policy.

C. Textbooks and instructional materials in all subject areas and at all grade levels shall be selected so as to best show the cultural diversity and pluralistic nature of American society in both textual and illustrative material and reflect the most recent authoritative scholarship on the history and contributions of various racial, ethnic and religious groups and their prominent representatives in American life.

## ARTICLE XXVII
## DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its employees, dues for the Association, the Delaware State Education Association and the National Education Association. Such deductions shall be made in compliance with Delaware Laws and under rules established by the State Treasurer. Deduction forms for employees hired before September 1 must be submitted to the District Office thirty (30) days prior to the implementation of such authorized deductions.

B. The Association shall certify to the Board, in writing, the current rate of membership dues for each of the associations named above. The Association shall give the Board written notice of changes in such membership dues prior to the effective date of such change. Changes in dues shall only be effective on September 1.

C. Employees will become members of the Association or will pay a service fee determined by the Association. The District agrees to deduct such Association service fee from the pay of employees in the collective bargaining unit for more than thirty (30) days who are not, who do not become, or who do not remain members of the Association.

## ARTICLE XXVIII
## MISCELLANEOUS PROVISIONS

A. The Board and the Association agree that all practices, procedures and policies of the school system shall clearly exemplify that there is not discrimination in the application or administration of this Agreement on the basis of an individual's religious affiliation or belief, gender, veteran status, national origin, race, marital status, disability, sexual orientation, gender identity, color, creed, age, genetic information, that the individual was the victim of domestic violence, a sexual offense, or stalking, or other prohibited category. Furthermore, there shall be no retaliation against any employees for complaints related to unlawful employment practices concerning any of the aforementioned protected categories. This policy applies to all terms, conditions and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline and termination.

B. This Agreement constitutes a binding agreement for the term of said Agreement and the Board, through its Executive Secretary and Superintendent, shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. Memorandum of Understanding

1. The parties agree that all negotiable items for the current CREA employees bargaining unit have been discussed during negotiations leading to this agreement. No additional negotiations on language items in the agreement will be conducted except by mutual consent.

2. The parties agree that all negotiable items for the amended CREA bargaining unit defined in Article I have been discussed during negotiations leading to this agreement. No additional negotiations on language items in the agreement will be conducted except by mutual consent.

D. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement either party shall do so by personal delivery, district mail, or U.S. mail at the following address:
If by Association to the Board; at 7 Front Street, Wyoming, Delaware 19934.
If by Board to the Association; at the home address of the Association's President.

F. The parties agree that the changes being brought about through education restructuring, including, but not limited to shared decision making may require adjustments to this Agreement.

## ARTICLE XXIX
## TERM OF THE AGREEMENT

A. Duration of Agreement -- This Agreement shall be effective for employees as of July1, 2024, and shall continue in full force and effect until June 30, 2027.

B. Successor Agreements -- The Association may give notice to the Board of its desire to enter into negotiations over a Successor Agreement in accordance with Title 14, Chapter 40, Delaware Code. Upon receipt of this notice, arrangements shall promptly be made for negotiations to commence.

## FY 2025 Teacher Local Salary Supplement

| EXPER | ND | B | B15 | B30 | M | M15 | M30 | M45 | D |
|---|---|---|---|---|---|---|---|---|---|
| 0 | 13,982 | 13,982 | 14,112 | 14,241 | 14,722 | 14,722 | 14,722 | 14,722 | 14,722 |
| 1 | 14,169 | 14,169 | 14,377 | 14,578 | 15,134 | 15,134 | 15,134 | 15,134 | 15,134 |
| 2 | 14,356 | 14,356 | 14,638 | 14,917 | 15,545 | 15,545 | 15,545 | 15,545 | 15,545 |
| 3 | 14,541 | 14,541 | 14,901 | 15,253 | 15,962 | 16,035 | 16,110 | 16,141 | 16,141 |
| 4 | 14,732 | 14,732 | 15,166 | 15,590 | 16,372 | 16,518 | 16,675 | 16,745 | 16,745 |
| 5 | 15,022 | 15,022 | 15,526 | 16,034 | 16,883 | 17,112 | 17,342 | 17,452 | 17,452 |
| 6 | 15,212 | 15,212 | 15,792 | 16,372 | 17,302 | 17,601 | 17,897 | 18,054 | 18,054 |
| 7 | 15,397 | 15,397 | 16,053 | 16,712 | 17,711 | 18,087 | 18,464 | 18,650 | 18,650 |
| 8 | 15,585 | 15,585 | 16,313 | 17,048 | 18,122 | 18,573 | 19,022 | 19,248 | 19,248 |
| 9 | 15,772 | 15,772 | 16,578 | 17,386 | 18,535 | 19,059 | 19,588 | 19,845 | 19,845 |
| 10 | 16,063 | 16,063 | 16,945 | 17,830 | 19,287 | 19,887 | 20,486 | 20,784 | 20,784 |
| 11 | 16,063 | 16,063 | 17,210 | 18,164 | 19,699 | 20,375 | 21,074 | 21,382 | 21,382 |
| 12 | 16,063 | 16,063 | 17,469 | 18,500 | 20,108 | 20,856 | 21,613 | 21,986 | 21,986 |
| 13 | 16,063 | 16,063 | 17,732 | 18,842 | 20,522 | 21,348 | 22,172 | 22,587 | 22,587 |
| 14 | 16,063 | 16,063 | 17,998 | 19,176 | 20,934 | 21,833 | 22,730 | 23,184 | 23,184 |
| 15 | 16,357 | 16,357 | 18,103 | 19,616 | 21,453 | 22,429 | 23,399 | 23,893 | 23,893 |
| 16 | 16,357 | 16,357 | 18,103 | 19,616 | 21,453 | 22,429 | 23,399 | 23,893 | 23,893 |
| 17 | 16,357 | 16,357 | 18,103 | 19,616 | 21,453 | 22,429 | 23,399 | 23,893 | 23,893 |
| 18 | 16,357 | 16,357 | 18,103 | 19,616 | 21,453 | 22,429 | 23,399 | 23,893 | 23,893 |
| 19 | 16,357 | 16,357 | 18,103 | 19,616 | 21,453 | 22,429 | 23,399 | 23,893 | 23,893 |
| 20 | 17,525 | 17,525 | 19,265 | 20,792 | 22,621 | 23,594 | 24,571 | 25,055 | 25,055 |
| 21 | 17,525 | 17,525 | 19,265 | 20,792 | 22,621 | 23,594 | 24,571 | 25,055 | 25,055 |
| 22 | 17,525 | 17,525 | 19,265 | 20,792 | 22,621 | 23,594 | 24,571 | 25,055 | 25,055 |
| 23 | 17,525 | 17,525 | 19,265 | 20,792 | 22,621 | 23,594 | 24,571 | 25,055 | 25,055 |
| 24 | 17,525 | 17,525 | 19,265 | 20,792 | 22,621 | 23,594 | 24,571 | 25,055 | 25,055 |
| 25 | 19,597 | 19,597 | 21,338 | 22,862 | 24,695 | 25,668 | 26,639 | 27,125 | 27,125 |

## FY 2026 Teacher Local Salary Supplement

| EXPER | ND | B | B15 | B30 | M | M15 | M30 | M45 | D |
|---|---|---|---|---|---|---|---|---|---|
| 0 | 14,541 | 14,541 | 14,676 | 14,811 | 15,311 | 15,311 | 15,311 | 15,311 | 15,311 |
| 1 | 14,736 | 14,736 | 14,952 | 15,161 | 15,739 | 15,739 | 15,739 | 15,739 | 15,739 |
| 2 | 14,930 | 14,930 | 15,224 | 15,514 | 16,167 | 16,167 | 16,167 | 16,167 | 16,167 |
| 3 | 15,123 | 15,123 | 15,497 | 15,863 | 16,600 | 16,676 | 16,754 | 16,787 | 16,787 |
| 4 | 15,321 | 15,321 | 15,773 | 16,214 | 17,027 | 17,179 | 17,342 | 17,415 | 17,415 |
| 5 | 15,623 | 15,623 | 16,147 | 16,675 | 17,558 | 17,796 | 18,036 | 18,150 | 18,150 |
| 6 | 15,820 | 15,820 | 16,424 | 17,027 | 17,994 | 18,305 | 18,613 | 18,776 | 18,776 |
| 7 | 16,013 | 16,013 | 16,695 | 17,380 | 18,419 | 18,810 | 19,203 | 19,396 | 19,396 |
| 8 | 16,208 | 16,208 | 16,966 | 17,730 | 18,847 | 19,316 | 19,783 | 20,018 | 20,018 |
| 9 | 16,403 | 16,403 | 17,241 | 18,081 | 19,276 | 19,821 | 20,372 | 20,639 | 20,639 |
| 10 | 16,706 | 16,706 | 17,623 | 18,543 | 20,058 | 20,682 | 21,305 | 21,615 | 21,615 |
| 11 | 16,706 | 16,706 | 17,898 | 18,891 | 20,487 | 21,190 | 21,917 | 22,237 | 22,237 |
| 12 | 16,706 | 16,706 | 18,168 | 19,240 | 20,912 | 21,690 | 22,478 | 22,865 | 22,865 |
| 13 | 16,706 | 16,706 | 18,441 | 19,596 | 21,343 | 22,202 | 23,059 | 23,490 | 23,490 |
| 14 | 16,706 | 16,706 | 18,718 | 19,943 | 21,771 | 22,706 | 23,639 | 24,111 | 24,111 |
| 15 | 17,011 | 17,011 | 18,827 | 20,401 | 22,311 | 23,326 | 24,335 | 24,849 | 24,849 |
| 16 | 17,011 | 17,011 | 18,827 | 20,401 | 22,311 | 23,326 | 24,335 | 24,849 | 24,849 |
| 17 | 17,011 | 17,011 | 18,827 | 20,401 | 22,311 | 23,326 | 24,335 | 24,849 | 24,849 |
| 18 | 17,011 | 17,011 | 18,827 | 20,401 | 22,311 | 23,326 | 24,335 | 24,849 | 24,849 |
| 19 | 17,011 | 17,011 | 18,827 | 20,401 | 22,311 | 23,326 | 24,335 | 24,849 | 24,849 |
| 20 | 18,226 | 18,226 | 20,036 | 21,624 | 23,526 | 24,538 | 25,554 | 26,057 | 26,057 |
| 21 | 18,226 | 18,226 | 20,036 | 21,624 | 23,526 | 24,538 | 25,554 | 26,057 | 26,057 |
| 22 | 18,226 | 18,226 | 20,036 | 21,624 | 23,526 | 24,538 | 25,554 | 26,057 | 26,057 |
| 23 | 18,226 | 18,226 | 20,036 | 21,624 | 23,526 | 24,538 | 25,554 | 26,057 | 26,057 |
| 24 | 18,226 | 18,226 | 20,036 | 21,624 | 23,526 | 24,538 | 25,554 | 26,057 | 26,057 |
| 25 | 20,381 | 20,381 | 22,192 | 23,776 | 25,683 | 26,695 | 27,705 | 28,210 | 28,210 |

## FY 2027 Teacher Local Salary Supplement

| EXPER | ND | B | B15 | B30 | M | M15 | M30 | M45 | D |
|---|---|---|---|---|---|---|---|---|---|
| 0 | 14,686 | 14,686 | 14,823 | 14,959 | 15,464 | 15,464 | 15,464 | 15,464 | 15,464 |
| 1 | 14,883 | 14,883 | 15,102 | 15,313 | 15,896 | 15,896 | 15,896 | 15,896 | 15,896 |
| 2 | 15,079 | 15,079 | 15,376 | 15,669 | 16,329 | 16,329 | 16,329 | 16,329 | 16,329 |
| 3 | 15,274 | 15,274 | 15,652 | 16,022 | 16,766 | 16,843 | 16,922 | 16,955 | 16,955 |
| 4 | 15,474 | 15,474 | 15,931 | 16,376 | 17,197 | 17,351 | 17,515 | 17,589 | 17,589 |
| 5 | 15,779 | 15,779 | 16,308 | 16,842 | 17,734 | 17,974 | 18,216 | 18,332 | 18,332 |
| 6 | 15,978 | 15,978 | 16,588 | 17,197 | 18,174 | 18,488 | 18,799 | 18,964 | 18,964 |
| 7 | 16,173 | 16,173 | 16,862 | 17,554 | 18,603 | 18,998 | 19,395 | 19,590 | 19,590 |
| 8 | 16,370 | 16,370 | 17,136 | 17,907 | 19,035 | 19,509 | 19,981 | 20,218 | 20,218 |
| 9 | 16,567 | 16,567 | 17,413 | 18,262 | 19,469 | 20,019 | 20,576 | 20,845 | 20,845 |
| 10 | 16,873 | 16,873 | 17,799 | 18,728 | 20,259 | 20,889 | 21,518 | 21,831 | 21,831 |
| 11 | 16,873 | 16,873 | 18,077 | 19,080 | 20,692 | 21,402 | 22,136 | 22,459 | 22,459 |
| 12 | 16,873 | 16,873 | 18,350 | 19,432 | 21,121 | 21,907 | 22,703 | 23,094 | 23,094 |
| 13 | 16,873 | 16,873 | 18,625 | 19,792 | 21,556 | 22,424 | 23,290 | 23,725 | 23,725 |
| 14 | 16,873 | 16,873 | 18,905 | 20,142 | 21,989 | 22,933 | 23,875 | 24,352 | 24,352 |
| 15 | 17,181 | 17,181 | 19,015 | 20,605 | 22,534 | 23,559 | 24,578 | 25,097 | 25,097 |
| 16 | 17,181 | 17,181 | 19,015 | 20,605 | 22,534 | 23,559 | 24,578 | 25,097 | 25,097 |
| 17 | 17,181 | 17,181 | 19,015 | 20,605 | 22,534 | 23,559 | 24,578 | 25,097 | 25,097 |
| 18 | 17,181 | 17,181 | 19,015 | 20,605 | 22,534 | 23,559 | 24,578 | 25,097 | 25,097 |
| 19 | 17,181 | 17,181 | 19,015 | 20,605 | 22,534 | 23,559 | 24,578 | 25,097 | 25,097 |
| 20 | 18,408 | 18,408 | 20,236 | 21,840 | 23,761 | 24,783 | 25,810 | 26,318 | 26,318 |
| 21 | 18,408 | 18,408 | 20,236 | 21,840 | 23,761 | 24,783 | 25,810 | 26,318 | 26,318 |
| 22 | 18,408 | 18,408 | 20,236 | 21,840 | 23,761 | 24,783 | 25,810 | 26,318 | 26,318 |
| 23 | 18,408 | 18,408 | 20,236 | 21,840 | 23,761 | 24,783 | 25,810 | 26,318 | 26,318 |
| 24 | 18,408 | 18,408 | 20,236 | 21,840 | 23,761 | 24,783 | 25,810 | 26,318 | 26,318 |
| 25 | 20,585 | 20,585 | 22,414 | 24,014 | 25,940 | 26,962 | 27,982 | 28,492 | 28,492 |

Appendix A 2 – Local Pay Scales

## FY 2025 Para Local Salary Supplement

| EXPER | ND | B |
|---|---|---|
| 0 | 4,621 | 4,871 |
| 1 | 4,621 | 4,871 |
| 2 | 4,621 | 4,871 |
| 3 | 5,126 | 5,376 |
| 4 | 5,126 | 5,376 |
| 5 | 5,126 | 5,376 |
| 6 | 5,126 | 5,376 |
| 7 | 5,126 | 5,376 |
| 8 | 5,126 | 5,376 |
| 9 | 5,126 | 5,376 |
| 10 | 5,581 | 5,831 |
| 11 | 5,581 | 5,831 |
| 12 | 5,581 | 5,831 |
| 13 | 5,581 | 5,831 |
| 14 | 5,581 | 5,831 |
| 15 | 6,038 | 6,288 |
| 16 | 6,038 | 6,288 |
| 17 | 6,038 | 6,288 |
| 18 | 6,038 | 6,288 |
| 19 | 6,038 | 6,288 |
| 20 | 6,519 | 6,769 |
| 21 | 6,519 | 6,769 |
| 22 | 6,519 | 6,769 |
| 23 | 6,519 | 6,769 |
| 24 | 6,519 | 6,769 |
| 25 | 6,519 | 6,769 |

FY 2026 Para Local Salary Supplement

| EXPER | ND | B |
|---|---|---|
| 0 | 4,713 | 4,968 |
| 1 | 4,713 | 4,968 |
| 2 | 4,713 | 4,968 |
| 3 | 5,229 | 5,484 |
| 4 | 5,229 | 5,484 |
| 5 | 5,229 | 5,484 |
| 6 | 5,229 | 5,484 |
| 7 | 5,229 | 5,484 |
| 8 | 5,229 | 5,484 |
| 9 | 5,229 | 5,484 |
| 10 | 5,693 | 5,948 |
| 11 | 5,693 | 5,948 |
| 12 | 5,693 | 5,948 |
| 13 | 5,693 | 5,948 |
| 14 | 5,693 | 5,948 |
| 15 | 6,159 | 6,414 |
| 16 | 6,159 | 6,414 |
| 17 | 6,159 | 6,414 |
| 18 | 6,159 | 6,414 |
| 19 | 6,159 | 6,414 |
| 20 | 6,649 | 6,904 |
| 21 | 6,649 | 6,904 |
| 22 | 6,649 | 6,904 |
| 23 | 6,649 | 6,904 |
| 24 | 6,649 | 6,904 |
| 25 | 6,649 | 6,904 |

FY 2027 Para Local Salary Supplement

| EXPER | ND | B |
|---|---|---|
| 0 | 4,760 | 5,018 |
| 1 | 4,760 | 5,018 |
| 2 | 4,760 | 5,018 |
| 3 | 5,281 | 5,539 |
| 4 | 5,281 | 5,539 |
| 5 | 5,281 | 5,539 |
| 6 | 5,281 | 5,539 |
| 7 | 5,281 | 5,539 |
| 8 | 5,281 | 5,539 |
| 9 | 5,281 | 5,539 |
| 10 | 5,750 | 6,007 |
| 11 | 5,750 | 6,007 |
| 12 | 5,750 | 6,007 |
| 13 | 5,750 | 6,007 |
| 14 | 5,750 | 6,007 |
| 15 | 6,221 | 6,478 |
| 16 | 6,221 | 6,478 |
| 17 | 6,221 | 6,478 |
| 18 | 6,221 | 6,478 |
| 19 | 6,221 | 6,478 |
| 20 | 6,715 | 6,973 |
| 21 | 6,715 | 6,973 |
| 22 | 6,715 | 6,973 |
| 23 | 6,715 | 6,973 |
| 24 | 6,715 | 6,973 |
| 25 | 6,715 | 6,973 |

**Appendix B 1**

**CAESAR RODNEY SCHOOL DISTRICT/EXTRA-CURRICULAR SALARY SCHEDULE**

A. A dollar value of shall be placed on each point received in the rating scale using the criteria as a basis for evaluating each activity. Application of the dollar value to the rating scale points is established below.

Dollar Value for FY 2025-2027 shall be $140.00.

B. LONGEVITY SUPPLEMENT - One can acquire longevity experience in the identical sport activity, program, or production. Credit for other experience shall be at the discretion of the Board.

| 0 - 2 Years | 3 - 4 Years | 5 or more years |
|---|---|---|
| Base Salary | 5% over Base | 10% over Base |

C. Should a position stated herein receive a decreased rating and lower amount of pay than would have been received under the previous agreement, the position will continue to be paid as per the previous agreement, as long as the same person occupies that position. The new rate will take effect when the position is occupied by a new person.

**The following GROUPS and BASE SALARIES have been developed for all ACTIVITIES offered to students. The points listed for athletic activities include pre-season practice and/or camp salaries.**

**GROUP 1: 58 POINTS**
Athletic Director, CRHS

**GROUP 2: 48 POINTS**
Varsity Football, Head Coach, CRHS

**GROUP 3: 38 POINTS**
Varsity Basketball, Head Coach, CRHS
Varsity Wrestling, Head Coach, CRHS
Marching Band, Director, CRHS

**GROUP 4: 28 POINTS**
Varsity Baseball, Head Coach, CRHS
Varsity Cheerleading, Head Coach, CRHS
Varsity Field Hockey & Camp, Head Coach, CRHS
Varsity Lacrosse, Head Coach, CRHS
Varsity Soccer, Head Coach, CRHS
Varsity Softball, Head Coach, CRHS
Varsity Track, Head Coach, CRHS
Varsity Volleyball, Head Coach, CRHS
Varsity Football, Asst. Coach, CRHS

**GROUP 5: 19 POINTS**
Varsity Cross Country, Head Coach, CRHS
Varsity Golf, Head Coach, CRHS
Varsity Swimming, Head Coach, CRHS
Varsity Tennis, Head Coach, CRHS
Varsity Winter Track, Head Coach, CRHS
Chorus, Director, CRHS
Yearbook, Director, CRHS
MS Athletic Director

**GROUP 6: 18 POINTS**
Varsity Basketball, Asst. Coach, CRHS
Varsity Wrestling, Asst. Coach, CRHS

**GROUP 7: 17 POINTS**
Varsity Baseball, Asst. Coach, CRHS
Varsity Cheerleading, Asst. Coach, CRHS
Varsity Cross Country, Asst. Coach, CRHS
Varsity Field Hockey, Asst. Coach, CRHS
Varsity Lacrosse, Asst. Coach, CRHS
Varsity Soccer, Asst. Coach, CRHS
Varsity Softball, Asst. Coach, CRHS
Varsity Track, Asst. Coach, CRHS
Varsity Volleyball, Asst. Coach, CRHS
Head JV Football, CRHS MS Track, Head Coach

**GROUP 8: 16 POINTS**
JV Football, Asst. Coach, CRHS
Varsity Swimming, Asst. Coach, CRHS
Football Equipment Manager, CRHS
Freshman Football, Head Coach, CRHS
JV Baseball, Head Coach, CRHS
JV Basketball, Head Coach, CRHS
JV Soccer, Head Coach, CRHS
JV Hockey, Head Coach, CRHS
JV Volleyball, Head Coach, CRHS
JV Wrestling, Head Coach, CRHS

**GROUP 8 (Cont'd): 16 POINTS**
JV Softball, Head Coach, CRHS
JV Lacrosse, Head Coach, CRHS
JV Track, Head Coach, CRHS
JV Cheerleading, Head Coach, CRHS
Unified Head Coach, CRHS

**GROUP 9: 15 POINTS**
Freshman Football, Asst. Coach, CRHS
JV Baseball, Asst. Coach, CRHS
JV Field Hockey, Asst. Coach, CRHS
JV Soccer, Asst. Coach, CRHS
JV Softball, Asst. Coach, CRHS
MS Wrestling, Head Coach
MS Football, Head Coach
Concert Band, Director, CRHS
Stage Crew, Director, CRHS

**GROUP 10: 14 POINTS**
Freshman Basketball, CRHS
MS Softball, Head Coach
MS Baseball, Head Coach
MS Soccer, Head Coach
MS Lacrosse, Head Coach
MS Volleyball, Head Coach
Musical Production, Director, CRHS
FFA Club, Sponsor, CRHS
JROTC, Sponsor, CRHS
ProStart, Sponsor, CRHS
Marching Band, Asst., CRHS
Winter Track, Asst Coach, CRHS
Unified Assistant Coach, CRHS

**GROUP 11: 13 POINTS**
MS Cross Country, Head Coach
MS Soccer, Asst. Coach
MS Cheerleading, Head Coach
MS Track, Asst. Coach

**GROUP 12: 12 POINTS**
MS Football, Asst. Coach
MS Hockey, Head Coach
MS Wrestling, Asst. Coach
MS Basketball, Head Coach
MS Softball, Asst. Coach
MS Baseball, Asst. Coach
MS Lacrosse, Asst. Coach
MS Volleyball, Asst. Coach
Drama Production, Director, CRHS

**GROUP 13: 11 POINTS**
CRHS Letterman Club, Sponsor, CRHS
Girls Athletic Assoc. Sponsor, CRHS
Junior Class, Sponsor, CRHS
Marching Band, Specialists, CRHS

**GROUP 14: 10 POINTS**
Fall Weight Program, CRHS
Winter Weight Room, CRHS
Spring Weight Room, CRHS
Summer Weight Room, CRHS
MS Hockey, Asst. Coach
MS Basketball, Asst. Coach
MS Cross Country, Asst. Coach
Pep Band, Director, CRHS
Instrument Technician, CRHS
Stage/Lighting Manager, CRHS
Audio/Sound Tech, Director, CRHS
Student Council, Sponsor, CRHS
Marching Band, Camp, Dir., CRHS
Odyssey of the Mind, Sponsor, DW

**GROUP 15: 9 POINTS**
Musical Director for Musical Production, CRHS
Newspaper, Sponsor, CRHS
Spanish Club, Sponsor, CRHS
French Club, Sponsor, CRHS
Italian Club, Sponsor, CRHS
German Club, Sponsor, CRHS
Arabic Club, Sponsor, CRHS
Chinese Club, Sponsor, CRHS
Latin Club, Sponsor, CRHS
Floriculture Club, Sponsor, CRHS
FFA Asst. Sponsors, CRHS
MS Cheerleading, Asst. Coach
Elementary Chorus Director
Safety Patrol, Welch Only*

**GROUP 16: 8 POINTS**
MS Band Director
Junior Class, Asst. Sponsor, CRHS
Senior Class, Sponsor, CRHS
Sportsmanship Coordinator, CRHS

**GROUP 17: 7 POINTS**
MS Drama Production, Director
National Honor Society, Sponsor, CRHS
Academic Bowl, Sponsor, CRHS

**GROUP 18: 6 POINTS**
MS Chorus, Director MS
Yearbook, Sponsor MS
Newspaper, Sponsor
Technology Student Assoc., Sponsor, CRHS
BPA Club, Sponsor, CRHS
Photography Club, Sponsor, CRHS
MS Student Council, Advisor DECA,
Advisor, CRHS
Freshman Class, Sponsor, CRHS
Sophomore Class, Sponsor, CRHS

**GROUP 19: 5 POINTS**
Art Club, Sponsor, CRHS
Educator's Rising, Sponsor, CRHS
Marching Band Camp, Asst., CRHS MS
Honor Society, Advisor
Special Olympics, Sponsor, JSC
FCCLA Club, Sponsor, CRHS
Unity Club, Sponsor, CRHS

**GROUP 20: 4 POINTS**
Scrub's Club, Sponsor, CRHS
Math League, Sponsor, CRHS
MS Math League, Sponsor
Math League, Elementary Sponsors
Marching Band Camp, Specialists, CRHS
Student Council, Elementary Sponsors MS
Technology Student Assoc., Sponsor
MS Intramurals Boys/Girls Basketball
Science Olympiad, Sponsor, CRHS
Science Olympiad, Sponsor, MS
Blue/Gold Team, Sponsor
MS FCCLA, Sponsor
MS BPA, Sponsor
MS FFA Sponsor

**GROUP 21: 3 POINTS**
Elementary Band, Gr. 6, Director
Elementary Band, Gr. 5, Director

**Appendix – B 2**

**Criteria and Procedures for EPER Positions**

Seven criteria measure and rate the responsibilities associated with each extracurricular position:

1. Duration of Activity

The duration of the activity is the number of hours a coach or sponsor is in direct contact with students on a regular basis beyond the regular school day. Assistant coaches will be given credit for the same hours as the head coach. Where JV, 9th grade coaches or assistant sponsors are required to begin practice with the varsity or similar level in non-athletics, credit will be given for all hours.

a. PRACTICES:
*Hours spent with students on a regular basis beyond the regular school day.*
Contests or performances are excluded.
Maximum reportable hours -- Not to exceed six per practice, no more than five times a week; Sundays are not permitted. At the middle school level, the maximum number of practices prior to the first scheduled game is 20.

b. CONTESTS/PERFORMANCES:
*Hours spent with students for contests or performances with a maximum of six hours each are recognized.* Hours for conference and state tournaments may be included only where participation by a team or individual is not based on qualification in a conference championship, season record, or other prerequisite.

c. SUPPLEMENTAL PROGRAMS:
*Summer camps such as pre-season practice and band camp are recognized.*

Rating Scale

| Hours | Rating |
|---|---|
| 1-34 | 1 |
| 35-69 | 2 |
| 70-104 | 3 |
| 105-139 | 4 |
| 140-174 | 5 |
| 175-209 | 6 |
| 210-244 | 7 |
| 245-279 | 8 |
| 280-314 | 9 |
| 315-349 | 10 |
| 350-384 | 11 |
| 385-419 | 12 |
| 420-454 | 13 |
| 455-489 | 14 |
| 490+ | 15 |

2. Student Participation

Coaches/sponsors have responsibilities in terms of the number of student participants. Assistant

coaches/sponsors responsibilities will be in terms of seventy-five percent of the student participation. The number of students to be considered is the number participants involved at the end of the season or at the end of the year for activities conducted during the entire school year.

In the case of non-athletic activities not meeting on a regular daily basis, only the officers and working staff may be counted toward student participation.

Rating Scale

| Students | Rating |
|---|---|
| 1-9 | 1 |
| 10-19 | 2 |
| 20-29 | 3 |
| 30-39 | 4 |
| 40-49 | 5 |
| 50-59 | 6 |
| 60-69 | 7 |
| 70-79 | 8 |
| 80-89 | 9 |
| 90+ | 10 |

3. Assistants/Divisions

Coaches and sponsors have supervisory responsibilities. The head coach/sponsor has the responsibility for the total program within a school including supervision of paid assistants. The head coach/sponsor also has the responsibility for the divisions (the number of teams or levels of programs within a particular activity). The head coach/sponsor will be paid for the assistants authorized under Schedule B of the Agreement.

Rating Scale

1 point for each paid assistant 1
point for each division
No limit to maximum points

4. Public Exposure

The average number of people in attendance at all home events of each activity is an indication of the amount of exposure and public interest. Points will be awarded for each 1,000 in attendance. Assistants will receive seventy-five percent of total points credited to the head coach/sponsor. Actual figures will be used where there is an admission charged. Estimates will be used if no charge is made.

Rating Scale

| Attendance | Points |
|---|---|
| 0 | 0 |
| 1 - 1,000 | 1 |
| 1,001 - 2,000 | 2 |
| 2,001 - 3,000 | 3 |

| | |
|---|---|
| 3,001 - 4,000 | 4 |
| 4,001 - 5,000 | 5 |
| 5,001 - 6,000 | 6 |
| 6,001 - 7,000 | 7 |
| 7,001 - 8,000 | 8 |
| 8,001 - 9,000 | 9 |
| 9,001 - 10,000 | 10 |
| 10,001 - 11,000 | 11 |
| 11,001 - 12,000 | 12 |
| 12,001 - 13,000 | 13 |
| 13,001 - 14,000 | 14 |
| 14,001+ | 15 |

5. Off-Premises Supervision

Off-premise supervision is required for activities which take place off campus. Only those contests, events or performances recurring each season/year may be used for credit.

The following formula is used to determine points for head coach/sponsor:

1. Number of students divided by number of coaches/sponsors/chaperones
2. Multiplied by the number of off-campus activities

The following formula is used to determine points for assistants/JV coaches who regularly accompany the varsity squad (with JV squad):

1. Divide the number of students by number of coaches/sponsors/chaperones
2. Multiply the number by the number of off-campus activities.
3. Subtract one less point than that awarded the head person.

5. Off-Premises Supervision, (con't.)

Rating Scale

| Score | Rating |
|---|---|
| 1-35 | 1 |
| 36-70 | 2 |
| 71-105 | 3 |
| 106-140 | 4 |
| 141-175 | 5 |
| 176-210 | 6 |
| 211-245 | 7 |
| 246-280 | 8 |
| 281-315 | 9 |
| 316-350+ | 10 |

Charge Events

Charge events are home events or activities where the public is charged a fee. Events such as Junior Varsity and middle school events, bake sales, dances, and class trips are not considered charge events.

Rating Scale

One point for each home event or performance where the public is charged a fee Other

Related Factors

Other factors that are considered in awarding points for service include:

| | |
|---|---|
| Length of season | Length of practice sessions |
| Equipment responsibilities | Saturday practices |
| Vacation or non-school day events | Attendance at mandatory rules clinics |
| Injury factor | Post season tournaments |
| Scouting responsibilities | Review of videotapes |
| Evening contests | College relationships |
| Evening practices | Weather factors |

Rating Scale

Points will vary according to factors and grouping.

**ADMINISTRATIVE REVIEW**

The Director of Human Resources will create a committee whose membership will serve for a minimum of two years. The committee will consist of the following personnel:

Three building administrators: one high school, one middle school, one elementary
Teachers: two high school, two middle, one elementary, one from fine arts, the high school athletic director, and one middle school athletic director

Responsibilities of the committee:

1. Review present programs and make recommendations to the Superintendent regarding staffing and salaries.
2. Review requests for proposed activities for paid positions.
3. Make recommendations to the Superintendent for implementation of new programs based on research of the proposed activity.
4. The committee will meet on an as-need basis.

Service of the committee:

The committee members will serve two-year appointments with no member serving more than two consecutive terms unless title or circumstance dictates longer.

**PROCEDURE FOR NEW PROGRAM PROPOSALS REQUIRING SALARY**

Personnel interested in coaching/sponsoring activities (not addressed under Title IX) must demonstrate the success

of the activity for one season or school year whichever is applicable. After this period of time, the persons interested must do the following:

1. Make the proposal to the building principal for the paid position.
2. The Principal will determine a justification of need and make written request to the Committee.
3. The Committee will apply the seven criteria outlined in the CRITERIA SECTION.
4. The Committee will determine the feasibility of the proposal and make recommended changes.
5. A determination will be made by the committee. If the proposal is acceptable, the committee will make a recommendation to the Superintendent.
6. The Superintendent may present the proposal to the Board of Education for consideration and adjustment.

**EXTRA-CURRICULAR ACTIVITIES CRITERIA FORM**
**(To be used by the Review Committee to determine group rating for NEW programs)**

Activity:_____
*Specify: Varsity, JV, Freshman, etc.; High School, Middle School, Elementary

Position_____(head,assistant,etc.)School_____

| | Ratings |
|---|---|
| 1. Duration of Activity | |
| Practices:_____days x_____hours/day (not to exceed 6 hr/day) | _____ Hours |
| Contests, performances: _____ x_____hours each (not to exceed 6 hr/each) | _____ Hours |
| | _____ **Total** |
| 2. Student Participation | |
| A. Head coach/sponsor (number at end of season/year) | _____ **Total** |
| B. Asst. coach/sponsor @ 75% of A. | _____ **Total** |
| | **Total** |
| 3. Assistants/Divisions | |
| A. Paid assistants | _____ **Total** |
| B. Divisions | _____ **Total** |
| 4. Public Exposure | |
| Number in attendance at all home events or performances | _____ **Total** |
| 5. Off-Premises Supervision (# of Students) | |
| Number of students_____x off-premises activities All coaches, sponsors or chaperones | _____**Total** |
| 6. Charge or Fee and Activities | |
| Number of events or activities | _____ **Total** |
| 7. Related Factors | |
| _____ number of Factors x one point | _____**Total** |
| **TOTAL RATING** | _____**Total** |

Appendix C
GROUP LONG-TERM DISABILITY INCOME PLAN

| | |
|---|---|
| Monthly Benefit | 60% of salary* with offsets** |
| Maximum Monthly Benefit | $1,000.00 |
| Waiting Period | 60 consecutive calendar days |
| Maximum Benefit Period | |
| Sickness | to age 65 |
| Accident | to age 65 |

**This plan is available only to those employees not currently on the State of Delaware Short Term/Long Term Disability Insurance Plan**

The policy shall include a Social Security freeze provision whereby after a period of disability has been established, increases in benefits payable through Social Security (Primary and Family Benefit) or any other State or Federal Government disability or retirement plan will not reduce benefits currently payable under this plan so long as the Master Policy is in force.

* The term "salary" shall mean one-twelfth (1/12) of the annual wage or salary, exclusive of bonuses and overtime earnings.

** "Offsets" -- Any amount of income paid or payable to the insured employee under Workmen's Compensation, Delaware State Pension System or any other disability retirement plan provided by governmental agencies, including any payments for which the dependent may qualify as a result of the employee's disability under such plan, and any disability payments under any other group disability income plan.

Appendix D -- Group Dental Insurance
Caesar Rodney School District

**EMPLOYEE AND DEPENDENT PROGRAM**

| | Dental Treatment Costs | |
|---|---|---|
| Dental Services Proposed | Paid by Provider | Paid by Patient |
| DIAGNOSTIC | 100% | 0% |
| PREVENTIVE | 100% | 0% |
| BASIC RESTORATIVE | 100% | 0% |
| ORAL SURGERY | 100% | 0% |
| ENDODONTIC | 100% | 0% |
| PERIODONTIC | 100% | 0% |
| MAJOR RESTORATIVE | 80% | 20% |
| PROSTHODONTICS | 80% | 20% |
| ADULT ORTHODONTICS | 60% | 40% |
| SEALANTS | 50% | 50% |

Maximum -- $1,250 per person per calendar year. Orthodontics has a separate maximum of $1,000 lifetime per patient.

Eligible dependent children are covered to age 26. Mentally/Physically dependent children are eligible for dental care under the program regardless of age, as are physically incapacitated children who are incapable of self-support. Orthodontics is a benefit for dependent children to age 19.

The Caesar Rodney School District

By: _____
President – Board of Education
Caesar Rodney School District

Date: June 18, 2024

By: _____
Executive Secretary – Board of Education
Caesar Rodney School District

Date: 6/18/24

The Caesar Rodney Education Association

By: _____
President
Caesar Rodney Education Association

Date: 6/18/2024