



**CAPITAL
SCHOOL DISTRICT**

**MASTER AGREEMENT BETWEEN THE BOARD OF EDUCATION
of the
CAPITAL SCHOOL DISTRICT
and the
CAPITAL EDUCATORS ASSOCIATION
of
DOVER, DELAWARE**

July 1, 2026 - June 30, 2028

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PROLOGUE

(ex contract)

Whereas, the Board and the Association recognize and declare that their mutual aim is to provide high-quality education for the children of the Capital School District, and that the character of such education depends predominantly upon the quality of the teaching service, and Whereas, the members of the teaching profession are particularly qualified in the implementation of policies and programs designed to maintain good educational standards, and by virtue of their training and experience can perform a valuable advisory function toward the development of certain policies and programs, and to improve those standards.

PREAMBLE

This agreement is entered into on July 1, 2026 by and between the Board of Education of the Capital School District, Dover, Delaware hereinafter called the Board, and the Capital Educators Association (CEA), hereinafter called the Association.

WITNESSETH

Whereas, negotiations of the Board with the Association are an obligation pursuant to Chapter 40, Title 14, Delaware Code, the Association being the representative of employees hereinafter designated with respect to the terms and conditions of employment, and Whereas, the Board and Association have reached certain understandings which they desire to confirm in this Agreement, be it Resolved, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE ONE

RECOGNITION

1:1 The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for all regularly employed personnel under this contract as professional staff, who do not also otherwise fill an administrative post, and other professional personnel who do not fill administrative positions; but excluding: cafeteria employees, custodians, clerical staff, constables, and paraprofessionals.

1:2 Unless otherwise indicated, the term "professional staff," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit.

1:3 The Association is recognized as the exclusive representative during the length of this contract.

District: _____ CEA: _____

ARTICLE TWO

NEGOTIATION OF SUCCEEDING AGREEMENT

2:1 The parties agree to enter into collective negotiations over a succeeding Agreement in accordance with Chapter 40, Title 14, Delaware Code, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of the professional staffs' employment. Either party may request negotiations in the school year in which this Agreement expires. Any Agreement so negotiated and adopted by the Board and by the Association shall be reduced to writing and signed by the Board and the Association.

2:2 This Agreement shall not be modified in whole nor in part by the parties except by an instrument in writing, duly executed by both parties.

2:3 Neither party in any negotiations shall have any control over the selection of the negotiations representatives of the other party.

2:4 The representatives of both parties shall be fully empowered to negotiate; including the power and authority to enter into tentative agreements on any and all issues at any and all negotiations sessions.

ARTICLE THREE

RIGHTS OF THE BOARD

3:1 Except as limited by this agreement, the Capital School Board, on its own behalf and on behalf of the citizens of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Delaware and of the United States, and including the right to administer and to supervise the schools of the District and shall have the authority to determine policy and adopt rules and regulations for the general administration and supervision of the District schools. Such administration, supervision, and policy shall be conducted and formulated in accordance with Delaware law and the policies, rules, and regulations of the State Board of Education.

3:2 The Board, subject to Delaware Code and in accordance with the policies, rules and regulations of the State Board of Education shall in addition to other duties:

3:2.1 determine the educational policies of the District and prescribe rules and regulations for the conduct and management of the schools;

3:2.2 enforce the provisions of this title relating to school attendance;

3:2.3 determine the District's financial policies and accounting procedures;

3:2.4 establish a budgetary system and annual operating budgets;

3:2.5 establish management systems for the improvement of district operation;

3:2.6 adopt course of study;

District: _____ CEA: _____

3:2.7 select, purchase, and distribute free of charge such textbooks, other materials of instruction, stationary, furniture, equipment, apparatus and supplies as are necessary to the work of the schools;

3:2.8 provide forms on which regular school employees shall make such reports as may be required by the Board;

3:2.9 make all reports required by the State Secretary of Education, at such time, upon such time, upon such items and in such form as may be prescribed by the State Secretary;

3:2.10 appoint personnel; and

3:2.11 establish and implement staff evaluation procedures.

3:3 The Board has a right to hold professional staff responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student bodies.

3:4 In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Board, the decision of the Board will be final and binding, except where otherwise provided in this Agreement.

ARTICLE FOUR

RIGHTS OF THE ASSOCIATION

4:1 The Association shall have the right to use school buildings, with notification to the principal, for professional meetings during times when buildings are manned by the custodial staff; and provided, also, that such does not interfere with nor impair the instructional program. The principal of the building involved or his/her designee must be notified in advance of the time and place of such a meeting. If the use of said facilities by the Association results in any expense to the Board for custodial services or any other service or item, the Association shall reimburse the board for such expense.

4:2 The Board agrees to provide the Association the exclusive use of one bulletin board in each faculty lounge for the purpose of posting official Association notices. The authorized Association representative of each building shall be responsible for the posting of all such notices and content thereof. All notices, prior to posting, shall be signed or initialed by the authorized Association representative of that building or officer of the Association. Copies of all such material will be shown to the principal before posting, but his/her approval of the material will not be required.

4:3 Duly authorized representatives of the Association and its respective affiliates shall have the right to transact official Association business on school property provided that this does not interfere nor interrupt normal school operations.

4:4 Each faculty representative designated by the Association in each building, to perform the function of Association representative, may use his/her non instructional/supervisory periods to conduct Association business.

4:5 The Association shall have the right to use school facilities and office equipment, when such office equipment is not otherwise in use. Association use of school business equipment will be permitted providing that:

4:5.1 request is made and use arranged for in advance;

4:5.2 the use is strictly to service the legitimate business of the Association, such as the duplication of records, notices, correspondence, etc.;

4:5.3 the purpose is for the internal business use of the Association and is not for public distribution;

4:5.4 supplies in connection with such equipment use will be furnished or paid for by the Association.

4:6 No professional staff group may represent a professional staff member or group of professional staff members in matters related to this Agreement except the exclusive association representative.

4:7 The Board shall provide the equivalent of fifteen (15) days per year of release time (not more than two [2] days consecutively) to the president or a person designated by the Association representative. Said time shall be in addition to sick leave and/or personal days. Three days' notice shall be given to the Superintendent. The Association shall pay for the cost of the substitute teachers. No more than eight (8) of the fifteen (15) person-days allowable shall be available to an individual other than the President. Upon request, the Superintendent may waive any of the requirements of this section with the exception of the fifteen (15) day annual limit. During negotiating years, CEA will be allowed up to one (1) full day to prepare. During negotiations, the number of days or consecutive days are waived for all negotiating team members.

4:8 The administration will request that The Association President shall have the opportunity to appoint a professional staff representative to district committees, task forces, and study groups that are established by federal or state law or by the Board of Education's direction including interviews for Deans and all higher level positions, such as Administration. Any professional staff appointees made by the Administration on committees shall be matched one for one by CEA appointees. In fulfilling the obligations of the CEA President, s/he will appoint members with the experience, credibility, and expertise to capably fulfill their responsibilities to the committee.

4:9 The rights negotiated by the Association in this Agreement shall not be granted to any other similar organization for the duration of this Agreement.

4:10 The Board agrees to make available to the Association all non-confidential information and/or materials that may be of concern to the Association, where such materials relate to official actions the Board may take. Such materials shall be made available to the Association seven(7) working days prior to the meeting at which such actions may be taken. In the event such information and/or materials are developed and/or produced later than seven (7) working days prior to such meeting, the Board will make available such non-confidential information and/or materials as soon as is practicable, but no later than two(2) hours prior to the start of such meeting. However, nothing herein shall be construed to prevent the Board from dealing with issues that are not contained in the documents given to the Association. The Association will be placed on the Board's meeting agenda if notification is received by the Administration/Board forty-eight (48) hours in advance of any public Board meeting. Nothing herein shall be construed to prevent the Association from requesting the right to speak nor shall it be denied the right to speak during the public discussion segment of any public Board meeting.

District: _____ CEA: _____

4:11 The Board will make available copies of the Board's policies and administrative rules and regulations through its website within ten (10) working days of approval.

4:12 The Superintendent or designee shall inform the Association, in writing, of the name, school and position of any professional staff who is hired after new staff orientation within ten (10) working days following school board approval of employment.

4:13 The Association shall have the right to hold a sixty (60) minute general membership meeting following the District's address to employees that is typically held during the first opening days of the school year. Should the opening address not occur, the parties will mutually agree the date and time the Association shall hold its meeting.

4:14 The Association shall have the right to address new hires for a sixty (60) minute period during the District's new hire orientation at a mutually agreeable time.

ARTICLE FIVE PROFESSIONAL STAFF RIGHTS

5:1 Chapter 40, Section 4003, Title 14, Delaware Code-School Employee Rights- School employees shall have the right to:

5:1.1 Organize, form, join or assist any employee organization, provided that membership in or an obligation to pay any dues, fees, assessments or other charges to an employee organization shall not be required as a condition of employment.

5:1.2 Negotiate collectively or grieve through representatives of their own choosing.

5:1.3 Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this chapter or any other law of the State.

5:1.4 Be represented by their exclusive representative, without discrimination.

5:2 The rights specified in this Agreement shall be in addition to and not be construed to deny or restrict to any professional staff such rights as he/she may have under Delaware School Laws or other applicable laws or regulations.

5:3 No professional staff shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Professional advantage (this excludes EPER positions and professional staff on special assignment) is considered an additional promotional position where the professional staff is provided additional title or compensation approved by the Board of Education. The provisions of 5:3 shall not apply to work area conversation, such as: providing instructions, training, or suggestions to improve work techniques or in cases where a principal requests a fact-finding meeting.

District: _____ CEA: _____

5:4 If an employee is the subject of felony criminal charges, the District may place the employee on administrative leave without pay after the charges have been filed. If the employee is placed on administrative leave without pay he/she shall be notified in writing of the date from which the pay will stop. The employee will be reinstated with back pay if the employee is exonerated of all felony criminal charges.

5:5 No professional staff shall be prevented from wearing pins or other identification of membership in the Association or its affiliates so long as it is not disruptive to the educational process.

5:6 A professional staff member or team of professional staff members shall not be disciplined nor reprimanded in front of his/her peers, associates, students and/or parents of students by any Board member or any of its supervisory and/or administrative employees. This includes emails with more than one recipient.

5:7 A professional staff member shall have full rights of citizenship if so entitled.

5:8 The Board and the Association agree that there shall be no discrimination against any employee or applicant for employment, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of the Agreement on the basis of race, creed, color, age, religion, national origin, gender, sexual orientation, domicile or marital status, handicap or veteran status.

5:9 The provisions of this Agreement and all Rules and Regulations governing employee conduct shall be applied in a manner which are not arbitrary, capricious, or discriminatory.

5:10 When an employee is requested to participate in a meeting with a building level administrator they shall be informed of the purpose of the meeting. If the employee reasonably believes that the meeting may result in disciplinary action, they have the right to have a representative designated by the Association. The employee may also request representation from the Association at any time during a meeting with a building level administrator.

5:10.1 Whenever any professional staff is required to appear before the Board or district level administrator concerning any matter which may result in a written disciplinary action, the professional staff shall be given two (2) working days written notice of the meeting. The professional staff may have a representative designated by the Association President present to advise and represent him/her.

5:11 All professional staff will be required to wear a District ID, which will entitle themselves and a guest to all home school-sponsored activities such as interscholastic sports and extracurricular activities. Misuse of this pass shall result in its immediate forfeiture for one calendar year.

5:12 Except for school nurses, professional staff shall not be required to administer or assist students with medication. If a professional staff assists students with medications it shall be done in compliance with Section 800 of the DEDOE Administrative Code. The Board shall indemnify and save harmless the professional staff from any liability when dispensing the student's prescribed medication.

5:13 The District recognizes that disruptions to student instruction should be minimized, therefore; the use of an intercom shall be restricted during instructional time except in rare circumstances as determined by the principal. Additionally, mowing in close proximity (under the windows, etc.) to the building and on playgrounds when children are present is to be restricted to times when school is not in session or when children are not present, if at all possible.

5:14 Any professional staff may leave the building during their personal planning periods for emergency purposes and during lunch periods upon written notification at the time of departure of such absence to the appropriate school office. The exercise of this right is given with the understanding that the primary function of the planning period is for in-school planning.

5:15 Classroom teachers or teachers representative of a program, such as Title 1, may, at their discretion, participate in the selection process of Paraprofessionals.

5:16 Classroom or program-area teachers shall provide input into the evaluation of instructional paraprofessionals assigned to specific classrooms or programs in a manner prescribed by the building principal or program area supervisor.

5:17 **Person to Professional Staff Complaint:** Any complaints/concerns regarding a professional staff teacher made to any member of the administration by someone other than an administrator, shall be immediately brought to the attention of the professional staff, but no later than the end of the next working day when both are in attendance. The principal or immediate supervisor shall meet with the professional staff to apprise him/her of the full nature of the complaint, including the name of the complainant (unless an investigation is occurring), and they shall attempt to resolve the matter in the best possible way. Any complaint/concern not brought to the professional staff's attention shall not be used for evaluation or disciplinary action.

5:18 **Forty-Eight Hour Meeting:** If any administrator has a concern or complaint about a professional staff, said concern or complaint shall be brought to the attention of the professional staff within three (3) working days, the first day is a grace period. An outcome or update shall be provided within five (5) working days.

5:19 The Association recognizes the administration's right to monitor and record employee absences and apply progressive discipline in documented cases of fraud or abuse.

5:20 The Association recognizes the administration's right to require staff to meet all state requirements for certification and licensure including keeping State mandated certification and licensure systems (e.g., DEEDS) up to date and accurate.

ARTICLE SIX PERSONNEL FILES

6:1 All official professional staff files as determined by the Board and/or Administration shall be maintained by the Central Administration according to the conditions of this Article. Only such material as has been properly placed and maintained in the official personnel file of a professional staff may be used in any disciplinary proceeding against such professional staff.

District: _____ CEA: _____

6:2 No material pertaining to a professional staff's conduct, quality of service, character, or personality shall be placed in a professional staff's personnel file until the professional staff has had an opportunity to read such material. The teacher professional staff acknowledges that he/she has read such material by affixing his/her signature and the date of review on the copy to be filed. The material to be signed shall contain the sentence "this signature acknowledges receipt and in no way indicates agreement with the contents thereof" directly above the signature line of the professional staff. The professional staff must return the material with his/her signature within three working days of receipt.

6:3 The professional staff shall have the right to comment in writing upon any material filed in his/her personnel file and his/her written comments shall be reviewed by the Superintendent of Schools or his/her designee and attached to the file copy. The Employee must return his/her written comments within 15 working days.

6:4 Upon request by a professional staff, he/she shall be given access to his/her personnel file. This access shall be granted within two (2) working days of the request as determined by the administrative calendar.

6:5 A professional staff shall be permitted to have material in his/her personnel file reproduced. Such reproduction shall be done in the District office at cost.

6:6 All professional staff will keep their personnel files up to date on forms supplied by the administration concerning names (beneficiaries, persons to be notified in case of emergencies, dependents, etc.), addresses, telephone numbers, marital status, higher education related to professional advancement, and other information needed for personnel administration.

6:7 File copies shall not be removed from the offices of the school administration.

6:8 A representative of the district administration shall be present at any inspection or reproduction of a professional staff's files.

6:9 At the professional staff's request, a representative of the Association shall accompany the professional staff during the review of his/her files.

6:10 The examination of a professional staff's file shall be limited to district administrative personnel and/or their secretaries and Association representatives designated by said professional staff. Each file shall contain a record indicating who has reviewed it, the date, and the reason for the review.

6:11 All pre-employment data will be filed in the Office of the Superintendent or his/her designee and is not subject to review by the professional staff and the Association.

6:12 Professional staff may make a written request to the Superintendent to expunge or correct specific documents in his/her personnel file. The decision of the Superintendent may be appealed to the Board of Education, whose decision is final and non-grievable.

6:13 The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents; it shall not establish any separate personnel file which is not available for the professional staff's inspection.

District: _____ CEA: _____

ARTICLE SEVEN

GRIEVANCE PROCEDURE

7:1 DEFINITIONS:

7:1.1 A grievance shall be defined as a written claim by an employee or by the Association that the terms of this Agreement have been violated, misinterpreted or misapplied, resulting in the abridgment of rights granted to the employee or to the Association by this Agreement.

7:1.2 A grievant is the person, persons, or Association who files a grievance as provided for under this Agreement.

7:1.3 A party in interest is the person or persons, or the Association, making the claim, and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

7:1.4 A grievance, to be considered under this procedure, must be initiated by the professional staff(s) within twenty-five (25) working days from the time when the professional staff(s) knew or should reasonably have known of its occurrence. This may be extended to a forty (40) working day period if a request is made within the initial twenty-five (25) working days.

7:1.5 The term "days" where used in this context refers to employee work days.

7:1.6 Hearing is defined as an event wherein both parties shall have the opportunity to present facts and arguments of their case and have a decision rendered.

7:2 The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

7:3 PROCEDURE:

7:3.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall terminate the grievance.

7:3.2 It is understood that professional staff shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

7:3.3 At any level of the grievance procedure, the employee shall have the right to designate a representative of the Association to appear with him or her. When a grievant is not directly represented by the Association, the Association may be represented.

7:3.4 Where evidence of hardship would result from compliance with the time regulars set forth in the above levels, a written request for an extension of time at any one of the levels in the Grievance Procedure shall be recognized. The period of extension of time shall be limited to two (2) working days unless a longer period of time is mutually agreed to by the parties.

7:4 **LEVEL ONE:** Any professional staff who has a grievance shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level. The same timelines apply as in 7:5.

7:5 **LEVEL TWO:** If, as the result of the discussion, the matter is not resolved to the satisfaction of the grievant within seven (7) working days grievant shall, within ten (10) working days of the Level One discussion, set forth his/her grievance in writing to the principal or immediate supervisor specifying:

- A. The nature of the grievance and date of occurrence;
- B. The specific terms of this Agreement that have been violated, misinterpreted or misapplied (cite Article and Section numbers), which have resulted in an abridgment of rights granted by this agreement;
- C. The results of previous discussions;
- D. His or her dissatisfaction with the decision previously rendered; and
- E. The relief sought.

The principal or immediate supervisor shall, within five (5) working days of receipt of the written grievance, hold a hearing with the grievant concerning the grievance and shall communicate his or her decision in writing to the grievant and the CEA President or designee within five (5) working days of the close of the hearing(s). The hearing at this level may be waived upon mutual agreement pursuant to 7:12.7. In such a case, the immediate supervisor will have five (5) working days from receipt of the written grievance to issue a written decision.

7:6 **LEVEL THREE:** The grievant, no later than five (5) working days after receipt of the principal's or immediate supervisor's decision, may appeal said decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent, or his/her designated representative, shall within ten (10) working days hold a hearing with the grievant in an attempt to resolve the matter as quickly as possible. The Superintendent, or his/her designated representative, shall render his/her decision, along with his/her reasons, in writing to the grievant, the CEA President or designee, and to the principal or immediate supervisor within ten (10) working days of the close of the hearing(s).

7:7 **LEVEL FOUR:** Within ten (10) working days of the Superintendent's or his/her designee's decision, the Association may notify the Superintendent of its desire to proceed to grievance mediation. A joint request, which shall state in reasonable detail the nature of the grievance, shall be made to the Federal Mediation and Conciliation Service (FMCS) for a mediator. The parties shall then be required to follow the rules and procedures of the FMCS for the appointment and conduct of the session(s). The mediator shall hold hearings promptly and shall work with both parties to resolve the dispute.

Failing resolution, the mediator will be requested to issue a recommendation, within FMCS time guidelines, on how he/she would rule should the dispute go to arbitration. Cost of mediation, if any, shall be borne equally by both parties. The Association shall represent the grievant at the mediation level.

7:8 **ARBITRATION**

7:8.1 If the grievance mediation process fails to produce a resolution acceptable to the Association, the matter may be appealed to final and binding arbitration.

Representatives for the Association and the District shall attempt to mutually agree upon an arbitrator to hear the grievance. Failing agreement the parties shall jointly submit a request to the American Arbitration Association (AAA) for a panel of arbitrators. All rules for the selection of arbitrators and the conduct of the hearing shall be pursuant to the rules of AAA. The Demand must be postmarked within 15 working days following the concluding grievance mediation session. A copy of the Demand shall be sent to the Superintendent.

7:8.2 Section 4013 (c.) of Title 14 of the Delaware Code and relevant regulations of the PERB shall control the arbitration proceeding. A copy of the current language of Section 4013 (c.) is attached as Appendix E.

7:8.3 Claims relating to the matters identified in Section 4013 (c.) (2), although not arbitrable, may be appealed through grievance mediation.

7:9 **MISCELLANEOUS:**

7:9.1 Commencing with Level One of the Grievance Procedure, the grievant may be accompanied by a representative of his/her own choosing.

7:9.2 If the grievant does not choose to be accompanied and represented by an Association grievance representative, the Association shall have the right to be present and to state its views at all levels of the grievance procedure. In the event that a grievant requests in writing that the Association representative not be present because of the personal, confidential and/or embarrassing nature of the grievance, such request shall be submitted to both the appropriate administrator and the Association for disposition. If the Association does not agree to waive its presence at such meeting(s) or hearing(s), the request of the grievant shall not be honored. In that event, the grievant may terminate the grievance which ends all action on that specific grievance but does not set a precedent in future grievances.

7:9.3 If the employee elected to be represented, he/she must still be present at any level of the grievance procedure where his/her grievance is to be discussed, except that he/she need not be present where it is mutually agreed that no facts are in dispute; and when the sole question is the interpretation of this Agreement.

7:9.4 Where grievance proceedings are mutually scheduled by the parties during school time, persons proper to be present shall suffer no loss of pay nor leave. In the cases of grievance mediation and arbitration, CEA representatives, witnesses, and grievant(s) may be present without loss of pay or leave, nor shall the CEA be charged Association Leave for said appearances. In the event of a class action grievance, only 2 grievants may appear without loss of pay or leave. In the event that a dispute arises as to whether it is proper that a person is proper to be present at the grievance, such dispute shall be subject to resolution through the grievance procedure. In the event of such dispute, the time limits for the original grievance shall be suspended until the dispute relative to this issue is resolved.

7:9.5 No documents, communications, and records which are developed in connection with the processing of a grievance shall be filed in the District's file pertaining to the employee. Such documents shall be kept in a separate grievance file.

7:9.6 The grievance forms can be found in Appendix F and are available through the Association or the Human Resources Department.

7:9.7 Hearings at any level of the grievance procedure may be waived by mutual agreement of the parties.

7:9.8 The Association and the Board agree that no reprisals will be taken against any person involved in the grievance procedure, by the Association or by the Board or any of the representatives of either party, as a result of an individual's participation in the grievance procedure.

7:9.9 All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

7:10 A grievance relating to suspension or discharge may be initiated at Level Three.

7:11 The Association shall have the right to initiate at Level Three those grievances which arise from District Level Decisions.

7:12 If a Grievance and a Concern(s) arise from the same incident/situation, the alleged violations and remedies shall be consolidated for each and shall be processed and heard simultaneously until reaching the appeal level following the Superintendent's decision (Level III) at which time the Grievance proceeds to grievance mediation and the Concern to the School Board. The Grievant/Complainant shall clearly specify violations of the contract for the grievance and the policy, rule/regulation/administrative decision at issue for the Concern.

ARTICLE EIGHT

RESOLUTION OF EMPLOYEE CONCERNS

8:1 **DEFINITIONS:** The procedure established herein is designed to provide a mechanism for the resolution of employee concern(s) involving the application of Board policy or administrative rules/regulations or administrative decisions involving issues not subject to the grievance procedure contained herein. Employees who have a concern may seek resolution of such concern in the following manner:

8:2 **PURPOSE:** The purpose of this procedure is to secure, at the lowest possible level, solutions to concerns. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

8:3 **PROCEDURE:**

8:3.1 Failure at any step of this procedure to communicate the decision on a concern within the specified time limits shall permit the concerned professional staff to proceed to the next step. Failure at any step of this procedure to appeal a concern to the next step within the specified time limits shall terminate the complaint.

8:3.2 It is understood that professional staff shall, during and notwithstanding the pendency of any concern, continue to observe all assignments and applicable rules and regulations of the Board until such concern and any effect thereof shall have been fully determined.

8:3.3 The term days where used in this context refers to work days as defined by the District Calendar.

8:3.4 In the presentation of a concern, the employee shall have the right to designate a representative of the Association to appear with him or her at any level. When a concerned professional staff is not directly represented by the Association, the Association may be represented.

8:3.5 Where evidence of hardship would result from compliance with the time regulations set forth in the above levels, a written request for an extension of time at any one of the levels in the concern procedure shall be recognized. The period of extension of time shall be limited to two (2) working days unless a longer period of time is mutually agreed to by the parties.

8:4 **LEVEL ONE:** Any professional staff member who has a concern shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level. The same timelines apply as in 8:5.

8:5 **LEVEL TWO:** If, as the result of the discussion, the matter is not resolved to the satisfaction of the concerned professional staff within five (5) working days, he/she shall, within five (5) working days of the original decision, set forth his/her concern in writing to the principal or immediate supervisor specifying:

- A. The nature of the concern and date of occurrence;
- B. The results of previous discussions;
- C. His or her dissatisfaction with the decision previously rendered; and
- D. The relief sought.

The principal or immediate supervisor shall, within five(5) working days of receipt of the written concern, hold a hearing regarding the concern and shall communicate his or her decision in writing to the concerned professional staff within five (5) working days of the close of the hearing(s).

8:6 **LEVEL THREE:** The concerned professional staff, no later than five(5) working days after receipt of the principal's or immediate supervisor's decision, may appeal said decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing, reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent, or his/her designated representative, shall within ten (10) working days hold a hearing with the concerned teacher in an attempt to resolve the matter as quickly as possible. The Superintendent, or his/her designated representative,

shall render his/her decision, along with his/her reasons, in writing to the teacher and to the principal or immediate supervisor within ten (10) working days of the close of the hearing(s).

8:7 LEVEL FOUR

8:7.1 The concerned professional staff, no later than ten(10) working days after receipt of the Superintendent's decision, may request that the Association appeal said decision to the Board of Education. If the Association determines that the concern should be appealed to the Board, it shall make such appeal no later than twenty(20) working days after the decision of the Superintendent. In such an event, the official concern record maintained by the Superintendent shall be available for use by the Board of Education.

8:7.2 The Board of Education shall, within a period not to exceed twenty-five(25) working days, hold a hearing with the concerned professional staff member and/or Association and shall, within a period not to exceed ten(10) working days of the completion of the hearing(s) render a final decision, along with its reasons, in writing to the concerned teacher and to the Association representative. If either party needs additional time to prepare, an additional five(5) working days may be approved by mutual consent.

8:8 MISCELLANEOUS:

8:8.1 All documents, communications, and records dealing with the processing of a concern shall be filed in a separate concern file and shall not be kept in the personnel file of any of the participants.

8:8.2 Hearings at any level of this procedure may be waived by mutual agreement of the parties.

8:8.3 A form for filing concerns shall be prepared jointly by the Association and the Administration, reproduced by the Administration and distributed to the Association so as to facilitate operation of the concern procedure. The appropriate form shall be used for filing a concern at each level of the procedure. This form will contain a section for undisputed facts.

8:8.4 All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

8:8.4.1 Both sides will present written documents five(5) working days prior to the scheduled Board hearing.

8:8.4.2 Both parties will be present during presentations.

8:8.4.3 A written statement of facts will be jointly agreed upon at each level. Witnesses will be permitted if there is a dispute over facts.

8:8.4.4 There is a thirty(30) minute time limit on presentations, which is inclusive of presentation, witnesses, and rebuttal, but exclusive of Board questions and answers.

8:8.4.5 Five(5) working days prior to the hearing, either side may make a written request for additional time, and must specify the time needed.

8:8.5 The Association shall have the right to initiate at Level Three those concerns which arise from District Level Decisions.

8:8.6 If a Grievance and a Concern(s) arise from the same incident/situation, the alleged violations and remedies shall be consolidated for each and shall be processed and heard simultaneously until reaching the appeal level following the Superintendent's decision (Level III) at which time the Grievance proceeds to grievance mediation and the Concern to the School Board. The Grievant/ Complainant shall clearly specify violations of the contract for the grievance and the policy, rule/regulation/ administrative decision at issue for the Concern.

ARTICLE NINE

PROFESSIONAL STAFF TEACHING HOURS AND TEACHING PROFESSIONAL STAFF LOAD

9:1 As professionals, all staff are expected to devote the necessary time to their assignment and be able to meet their responsibilities.

9:2 LENGTH OF SCHOOL DAY:

9:2.1 The employees' normal in-school work day will be seven and one-half (7 ½) continuous hours, inclusive of half (1 / 2) hour lunch. In no case shall the work day begin before 7:00 am or end after 4:15 pm. Should bus schedules require an alteration to the starting and ending times above, the District and Association will meet to establish times necessary to comply with bus schedules.

All professional staff at Dover High School will report at 7:15 am and exit at 2:45 pm.

The time required will be inclusive of thirty (30) minutes of non-instructional time in the specific work location and may be divided before or after the student day in a manner best suited to building operations.

Employees shall be ready to begin working at their assigned location at the designated time. Subject to operational needs, buildings may extend the teacher day 30 minutes past the contractual work day one day a week. This extended day may include a meeting scheduled by administration or, if no meeting, completion of professional responsibilities as reported to administration. For professional staff who fulfill this requirement, professional staff day shall end at the close of the pupil day (after departure of buses) on the last day of the same school week.

9:2.2 Starting and ending times beyond the times provided in 9:2.1 for professional staff may be adjusted to accommodate programs, address student needs or provide extended day instruction once such adjustments are developed collaboratively by administration and the employees affected. The altered times will be subject to approval of both Superintendent or his/her designee and the Association President or his/her designee prior to the implementation.

9:2.3 Notwithstanding the above, with 70% professional staff agreement and Superintendent approval, a building may adopt a flexible schedule equal to 37.5 hours per week. The flexible schedule may provide for extended workdays as long as total hours worked per week does not exceed 37.5 hours. The flexible schedule shall provide teachers professional staff with a daily thirty(30) minute duty free lunch. Further, building start time shall be no earlier than 7:15 am and building end time shall be no later than 4:00 pm.

9:3 **DUTY-FREE LUNCH:** All professional staff shall be scheduled for at least a thirty (30) minute duty-free lunch period during the regular pupil day.

9:4 **PLANNING PERIOD:** All professional staff will be scheduled for a duty-free planning period during the pupil day. Planning time shall not be usurped for other duties except in case of an emergency. No more than one(1) planning period per week can be used for IEP meetings unless mutually agreed to. Non-teaching staff will be given a schedule at the beginning of each school year for duties, lunches, and planning.

At the elementary level, this period shall be at least forty-five(45) minutes in duration and shall be scheduled daily.

At the middle school levels this period shall be the length of an instructional period and shall be scheduled daily.

At the high school, during a full two-week instructional period, there shall be at least 5 planning periods equal to the length of one instructional period or daily planning periods equal to the half($\frac{1}{2}$) the length of one instructional period. Should the high school revert to a regular (non-block) schedule, planning period shall be the length of an instructional period and shall be scheduled daily.

At KCCS, this period shall be at least forty-five (45) minutes in duration and shall be scheduled daily. KCCS professional staff who are housed at satellite locations, shall follow the planning guidelines for that building.

On days when special events are scheduled such as an assembly, testing or an extended homeroom period, the time periods specified in this provision may be adjusted.

The District's Pre-K program may establish its own planning period guidelines given the program's unique needs and schedule.

9:5 **PROFESSIONAL LEARNING COMMUNITIES (PLCs)**

Weekly PLCs will be held for all professional staff of students aged 3 - 22 or/in grades K-12 for core content area teachers and otherwise dictated by the SSP for the other building-level professional staff.

PLCs shall be a maximum of 90 minutes per week, one PLC per month will be designated as a guaranteed individualized PLC to be utilized by professional staff to support instruction.

PLCs are intended to be a collaborative process in which educators work together for the purpose of achieving better results for the students they serve. Professional learning communities use collaborative data-driven action research practices to organize their efforts and operate under the assumption that the key to improved learning for students is continuous job-embedded learning for educators.

District: _____ CEA: _____

Agendas/minutes shall be kept and submitted to all staff.

The District Pre-K program may establish its own PLC guidelines given the program's unique needs and schedule.

9:6 PARENT CONFERENCES: Such time as teachers, by reason of their responsibilities, may spend on individual parent/teacher conferences beyond the seven and one-half work day will not be considered in violation of the length of work day provision.

9:6.1 Parent conferences requested by a parent, counselor, administrator or teacher shall be scheduled during planning period time or some other convenient time at the discretion of the teacher or instructional team.

9:6.2 At all school levels, the Board shall provide at least three (3) half days in the annual school calendar for the purpose of meeting with parents. Should the administration find it necessary, one (1) such conference session may be scheduled at night for a time not to exceed the difference between a full and half day's schedule. On such days, teachers will be released at the end of the pupil day.

9:7 TEACHING PREPARATIONS: Dover High School and Dover Middle School Campus teachers shall not be assigned to teach more than a total of three (3) teaching preparations during the term of the courses (semester, year). Different levels of the same subject shall constitute a separate preparation (for example, CP Algebra 1 and Honors Algebra 1 is considered 2 preparations). If the assignment of more than three (3) preparations becomes necessary, the administration will actively seek volunteers before a teacher is directed to teach a 4th preparation. The affected teacher shall receive an additional planning period per day. The assignment of a 4th subject preparation shall be effective for only one year unless the teacher agrees to an extension. The number of current preparations will continue for Special Education teachers who are not considered to be subject specialists and are assigned to multiple subject areas within the umbrella of inclusive or self-contained classrooms.

9.8 PROFESSIONAL STAFF STATIONS: The district will make reasonable attempts to notify any professional staff of involuntarily reassignment or transfer prior to the last business day of July of the previous academic year. The district will provide reasonable custodial assistance for such reassignment or transfer.

9:9 LESSON PLANS: Teachers shall provide instruction aligned with the approved district curriculum and course expectations. Teachers will not be required to submit daily or weekly lesson plans. However, lesson plans shall be made available and readily accessible to the building administrator upon request.

Teachers shall maintain lesson plans sufficient to guide daily instruction and ensure continuity of learning. Lesson plans should generally be prepared at least one day in advance.

Planned absences: In the event of a planned absence, appropriate instructional plans and materials must be made available for the substitute teacher.

Emergency absences: Each teacher shall maintain three (3) days of emergency lesson plans on file in the main office at the designated location in the building for use in the event of an unexpected absence when regular plans are unavailable. If emergency lesson plans are used, the teacher shall replenish them within five (5) working days.

District: _____ CEA: _____

Based on the state-approved evaluation systems, if any professional staff member is placed on a plan for improvement or growth, the administrator may require more frequent submission or review of lesson plans for the duration of the plan.

9:10 TRAVELING PROFESSIONAL STAFF: The work day for all professional staff other than regular classroom teachers, such as visiting teachers, nurses, guidance counselors, psychologists, speech and hearing and elementary teachers in library, music, art and physical education shall not exceed the daily work hours of the school building to which they may be assigned. All other provisions of this article shall apply to these professional staff.

9:11 MEETING SCHEDULE:

9:11.1 The administration shall schedule meetings as necessary at least 24 hours in advance. No meetings, except in case of a clearly established emergency, shall be scheduled on Fridays or days preceding holidays or vacation days.

9:11.2 School-level Meetings may be held during the first twenty minutes of the contractual day once a week at the elementary schools unless the professional staff day has been extended pursuant to 9:2.1. Middle and high schools should refer to 9:2.1.

9:11.3 The District Level Supervisors/Principals may convene up to four(4) meetings per year for purposes relative to curriculum and the improvement of instruction and in-service education. Professional staff will be given notice of such meetings together with the agenda for such meetings and such meetings shall begin at the end of the pupil day and shall not exceed one and one-half(1-1/2) hours in length. Professional staff shall be given at least a week's notice for such meetings.

9:11.4 The Superintendent of Schools has the right to call District-wide faculty meetings at any time to address issues of immediate importance. Such meetings will begin as soon as practicable at the end of the pupil day. Such meetings will be scheduled Mondays through Fridays. Professional staff shall be given at least a week's notice for such meetings unless the subject is in the nature of an emergency.

9:11.5 Except for meetings dealing with an emergency a professional staff member will be excused to attend college study courses, providing advanced notice is given to the teacher's supervisor.

9:11.6 Professional staff may be requested to attend evening meetings, for professional purposes, on a voluntary basis. Annual "Open House" meetings are exempted since all professional staff are required to be present at such meetings. Itinerant teachers professional staff shall not be required to attend more than one annual open house meeting.

9:12 FIELD TRIPS: Any field trips which are considered a part of the normal school program which may require the supervision of professional staff beyond the normal work day will provide no extra compensation. Field trips shall be scheduled and implemented pursuant to the district's field trip policy.

9:13 Itinerant professional staff shall be provided a reasonable amount of time for inter school/district travel.

9:14 **SUBSTITUTES:**

9:14.1 Whenever possible certified substitutes shall be hired when a teacher is absent.

9:14.2 Teachers shall, during any absence, when physically or mentally able, provide substitute teachers with available guides or lesson plans to assure the continuity of instruction. Teachers shall provide to the Building Administrator a lesson plan and seating chart to be provided to a substitute in cases of emergency. Once the emergency plans are used, teachers shall replace them.

9:14.3 When available, substitute nurses shall be hired to perform the duties of regularly assigned nurses when such nurses are on a temporary or extended leave of absence.

9:14.4 Professional staff shall notify immediate supervisor or the web-based substitute placement system one(1) hour prior to the start of work on the day of absence to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

9:14.5 If no substitutes are available, then professional staff may be used as substitutes on a rotating schedule.

9:15 **TYPICAL WORK WEEK:** The typical work week for middle and high school staff will include: Five(5) abbreviated homeroom or other duty periods, 5 lunch periods of at least 30 minutes in length, and five(5) duty-free planning periods, but not more than five(5) non- teaching periods. Upon demonstrated need, a class assignment greater than the normal load may be assigned. In such cases, volunteers will be actively sought and assigned. The teacher assumes the additional load will be free from any supervisory assignments during the semester of the load. In addition, strict class size limits pursuant to 11:3 shall apply to any middle school or high school schedule. A committee comprised of the administration, CEA appointed teachers, students, and parents shall be created to review current and potential course offerings at Dover Middle or High School, recommendations from which will be presented to the School Board for approval or rejection. This committee will meet semi-annually to perform this function.

Representatives of the administration and the CEA will meet to develop solutions if documented problems with the middle/high school schedule stated above arise.

9:16 Elementary professional staff shall be given three(3) half-days of non-student contact time annually as designated by the district calendar. Such time shall be deemed as "banked time" which is defined as student contact time outside the state minimum requirement for such contact (i.e. 1,060 hours annually). No more than one(1) hour of this banked time may be used for administrative directed activities.

9:17 All "push-in/pull-out" special education teachers who service students in multiple subjects/grades/physical locations will be assured release time to collaborate with teachers who share the responsibilities of implementing specially designed instruction to reach IEP goals. This release time will be arranged by the administration of each school through the scheduling process. (See Appendix H for additional information)

9:18 **SCHOOL SUCCESS PLANS:** Each school shall have a School Success Plan (SSP) defined as a prioritized plan constructed collaboratively by building-level teams to establish short and long-term goals for the school that are aligned to school and district desired outcomes. The SSP defines the collaborative operating structure of the schools to include, but not limited to, the use of personnel, time, the focus of PLCs and PLs, areas of focus with performance targets, implementation strategies, timelines, and related costs. Recommended team members include, but are not limited to, teachers, instructional coaches, counselors, psychologists, parents, students, administrators, and educational diagnosticians. The SSP will be posted on the school and district website.

ARTICLE TEN PROFESSIONAL STAFF WORK YEAR

10:1 The in-school work year for professional staff employed on a ten (10) month basis shall not exceed the number of days prescribed by State law.

10:2 An orientation program for all professional staff new to the District shall be jointly planned and conducted by the Board and the Association each year requiring up to a maximum of five (5) additional work days with compensation at the rate of \$150 per day. The agenda will include state guidelines for the state mentioning program and a joint review of this agreement.

10:3 The in-school work year shall include days when pupils are in attendance and any other days on which professional staff attendance is required.

10:4 Following approval of the district calendar by the Board of Education, reference copies will be posted in all schools. Copies of the calendar will be distributed to all staff members (in handbooks, on the website, or as separate documents) at the beginning of the school year.

10:5 All weekend/evening school sponsored events, where professional staff are not compensated for their attendance, shall be clearly voluntary and those who choose not to attend shall suffer no adverse consequences.

ARTICLE ELEVEN CLASS SIZE

11:1 The Board and the Association agree that the pupil/teacher ratio is an important part of an effective educational program and is directly related to the volume of the teacher's work and that certain limits on class size represent desired objectives.

11:2 Efficient class size is related to:

11:2.1 The capacity of the teaching facilities, the number of adequate teaching stations and pupil stations in a room.

11:2.2 The appropriateness of the room to the content of the course or purposes to be served, methods to be employed, and the relative preparation of the teacher.

11:2.3 The availability of books, supplies, and equipment for adequate teacher and student use.

11:2.4 The general conditions which affect the health, safety and effective supervision of the pupils.

11:3 If class size becomes a concern to the teacher, the employee shall report this concern, in writing, to the principal. When the class size concern relates to an entire department or grade-level the concerns will be brought to the principal collectively by teacher/group representatives. The principal shall, within ten(10) working days after receiving the written concern, meet with the employee(s) to discuss reasons for the situation and explore methods to resolve the situation and issue a written decision within ten(10) working days of the meeting. The class sizes are below:

Elementary School	
Grades K-3	-- 22 students unless waived pursuant to State law.
Grade 4-5	-- 28
Middle School	-- 132 pupils/teacher with no more than 33 pupils in any class. Where there are teacher teams with a lesser or greater number of teachers, the number of pupils will be adjusted proportionately. These maximums apply no matter what the schedule of periods is and shall not be exceeded when a teacher is assigned an extra class pursuant to 9:15.
High School	-- 170 student load of no more than 170 per marking period regardless of the number of periods per day or week. No class shall be assigned more than 32 students. These numbers shall not be exceeded when an additional class assignment is made pursuant to 9:15.

ARTICLE TWELVE

PROFESSIONAL/NON-PROFESSIONAL

12:1 Professional staff primary responsibility is to render professional service. To the extent possible, professional staff time should be utilized to this end. In the event that non-teaching duties must be scheduled, such duties will be scheduled on a fair and equitable basis.

12:2 Upon mutual agreement between individual professional staff and administration, those professional staff may be assigned to inside cafeteria duty at the high school level. In addition, the principal may utilize professional staff in the cafeteria where one or more monitors is absent or in cases of emergency, disruption, or threatened disruption. Such utilization shall be on a temporary basis for the period of the absence, emergency, disruption, or threatened disruption. In the event that the General Assembly provides funding for

monitors, such monitors assigned to the high school will be used to relieve professional staff of building and grounds and restroom duties.

12:3 In lieu of non-teaching assignments, professional staff may be assigned by the administration to professional duties such as mentoring professional staff outside of the State mentoring program and curriculum development.

12:4 **Professional Attire**

12:4.1 Education is an honorable profession. Thus it is appropriate for a premier school district to set and maintain standards of professional dress befitting the importance of the educational process. When professional staff dress for work they should do so with the attitude that they are preparing to do something important and that they are representative of the educational process to our public constituents and students. These guidelines, however, must be applied in the context of the activity, age and abilities of the students served, and the physical environment at the time.

12:4.2 Guidelines for Professional Dress: Professional staff have the responsibility to follow district guidelines for dressing and grooming in a manner which shows cleanliness, promotes safety, demonstrates respect for themselves and others and promotes the positive image of the Capital School District and its educators. In no way should professional staff attire cause a distraction to the educational purposes of the school.

1. No article of clothing or accessory may suggest sexual overtones or contain obscene, vulgar, profane, sacrilegious, discriminatory prints or refer to or display alcohol, tobacco, drugs or firearms. It is suggested that T-shirts not be worn unless germane to the instructional duty.
2. Shoes or other appropriate footwear must be worn at all times. No slippers or flip flops may be worn.
3. Proper undergarments must be worn at all times and must not be worn in a manner that renders them visible to the onlooker.
4. Tops will not reveal midriffs or excessive cleavage. Muscle shirts, tank tops, apron tops, or spaghetti strap tops, halter tops, tube tops, crop tops, mesh/fishnet or see-through materials are inappropriate for the instructional environment.
5. No shorts, skirts, or dresses shorter than 2 inches above the knee should be worn. As a rule of thumb, shorts should not be worn in the instructional environment unless germane to the instructional purpose (i.e. Physical Education) or germane to the activity of the day (i.e. Field Day, etc.).
6. No clothing that is not in good repair should be worn. This includes clothing that is frayed, tattered or has holes.
7. Hats, caps, visors, and all other head coverings, including headbands, bandannas, pies, combs, earmuffs and kerchiefs may not be worn inside any of the school buildings.

12:4.3 **Manner to Resolve Disputes Regarding Guidelines**

Should an administrator deem an educator under his/her supervision to be dressed inappropriately, the administrator will bring that to the attention of the educator individually and suggest corrective steps.

Should another occurrence take place, the administrator will set up a conference with the educator. All contractual obligations regarding 48-hour notice and representation by CEA apply.

At the third documented incident, professional staff will be told to go home and change clothes, with time being docked.

ARTICLE THIRTEEN PROFESSIONAL STAFF EMPLOYMENT

13:1 The Board agrees to hire professional staff holding valid certificates issued by the Department of Education, State of Delaware, for every assignment. Any professional staff not designated as Highly Qualified as established by the Delaware Department of Education shall make all efforts to become Highly Qualified.

13:2 Each professional staff member shall be placed on his/her proper step of the salary schedule as of the beginning of each school year in accordance with procedures established by the State Department of Education.

13:3 Credit up to the final step of any salary level on the Board's Professional Staff Salary Schedule shall be given for previous outside professional staff experience in a duly accredited school upon initial employment in accordance with the provisions of such schedules. Additional credit for military experience shall be granted according to State Law and Delaware Department of Education Regulations (currently not to exceed 6 years).

13:4 The Board shall, if it surveys its professional staff in writing concerning their intent to remain as professional staff in the District, include the following language as part of the survey: In no way does this survey constitute an offer of a position for next year, nor is this survey binding upon the teacher.

ARTICLE FOURTEEN VOLUNTARY TRANSFERS AND REASSIGNMENTS

14:1 Definitions:

14:1.1 **Regular Vacancy** - A vacancy resulting from a previously occupied position, or caused by the generation of increased state units.

14:1.2 **Temporary Vacancy** - A vacancy resulting from leaves or absence, special assignment, or any position that is filled by a temporary contract.

14:1.3 **New Position** - A newly created position within the District; or the authorization of additional positions in programs not recognized under state allotment.

14:1.4 **Voluntary Reassignment**- Grades PreK-8 -A voluntary reassignment occurs when a professional staff asks to teach a different grade level within a building, or when professional staff with dual certification asks to teach/work an area that is different from that taught the previous year (example - Regular education to Special Education, Regular education to Librarian, etc.).

District: _____ CEA: _____

KCCS staff may be reassigned to other sites as a satellite service.

Grades 9-12 - A voluntary reassignment occurs when a teacher asks to teach classes not taught for the previous three(3) years within the same building. Professional staff with dual certification who ask to teach/work subjects in a different area of certification, for which they hold certification that were not taught the previous year will be considered reassigned (example - Spanish to French, Special Education to Regular education, Science to Math, etc.)

A tentative schedule will be emailed to each professional staff by July 31st.

K-12 certified professional staff can transfer to any level needed (Art, Music, Physical Education, Librarian, SECs, etc.).

14:1.5 Voluntary Transfer - Grades PreK-12 - A voluntary transfer occurs when professional staff asks to teach in a different building.

14:1.6 Unassigned Employee - An employee displaced from his/her previous placement as a result of declining pupil enrollment, educational program changes, and/or adjustment in staff allocations.

14:2 Vacancies occurring within the Capital School District shall be filled by properly certificated applicants.

14:3 Notice of transfer or reassignment shall be given to the professional staff as soon as practical. Reasonable time shall be allowed for the change-over, but in no event less than one(1) work week.

14:4 Voluntary Transfers:

14:4.1 Employees may request a voluntary transfer in accordance with the procedure set forth in this Article. Non-tenured employees may seek a voluntary transfer only during one(1) transfer period while they are a non-tenured employee.

14:4.2 The Human Resources Office will post a list of all known vacancies through its web-based application system. All employees will be notified by electronic means. Starting each August 1st, posting periods may be for less than ten(10) working days but not less than three(3) working days. After July 31st and throughout the year as vacancies/new positions arise, postings will be distributed, applications reviewed, interviews conducted, and successful applicants selected. Once the pupils are in attendance, there is no obligation to enact a transfer until the start of the next school year. However, at the district's discretion, a voluntary transfer may be enacted during a natural break in the school year.

14:4.3 Employees who desire a transfer must file an internal application through the Human Resources web-based application system by the closing date on the posting. Employees will have seventy-two(72) hours, not including weekends or holidays, to accept the offer. Failure to accept an offer will cancel the request.

14:4.4 Transfer requests to a different area of certification will not be considered until all unassigned employees in that area of certification have been placed and/or employees who have been involuntarily transferred or declared unassigned have been given the option to return.

District: _____ CEA: _____

14:5 Teachers who desire a change in grade and/or subject assignment within the building shall file a written statement with the building principal by May 15th stating said desired change. Reassignments shall be at the discretion of the administration.

14:6 By the first Monday after the start of the professional staff work year, the Superintendent or designee shall email to the Association the names of all professional staff who have been reassigned or transferred and the nature of such reassignment or transfer.

14:7 In the determination of requests for voluntary reassignment or transfer, the wishes of the individual professional staff shall be honored to the extent that the voluntary reassignment or transfer does not conflict with the instructional requirements and best interest of the school system. Criteria to be considered are: certification (HQ status); qualifications, based upon evaluations; absence of an operative Improvement Plan under the State of Delaware evaluation system; acceptable attendance pattern; pertinent experience and additional coursework; system-wide balance; seniority; and an interview with the principal. No such request shall be denied without a factual basis. There is no obligation on the part of the district to honor voluntary transfer requests for vacancies arising and applications received after August 1st.

14:8 Reassignments, voluntary or involuntary, may be enacted before posting and filling a vacancy (ies) within a building. After reassignments are made, the remaining positions would be posted as vacancies and filled through the contractual procedures.

14:9 An employee newly hired after the first required workday of the school year will be given a temporary contract. Such employee shall be placed on the seniority list as of the first full year of employment, but shall have seniority by date of actual initial employment, provided there has been no break in employment. However, nothing in this Article shall apply in any way to extend the employment of such individuals. All temporary contracted professional staff jobs will be posted.

14:10 Timelines for grievance hearings up to and including the Board of Education for voluntary transfers will be expedited by all parties to minimize disruption of other affected staff.

ARTICLE FIFTEEN

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

15:1 When an involuntary transfer or reassignment is necessary, the criteria of 14:7 above will be considered when the professional staff is to be transferred or reassigned. Note: "an interview with the principal" will be replaced with "a conference with the principal" for application to the reassignment part of this section only.

15:2 An involuntary transfer or reassignment shall be made only after a meeting between the parties of interest. At that time the professional staff shall be informed as to the reasons for the transfer/reassignment. In the event that professional staff object to the involuntary transfer or the lack of time for preparation, upon request of the professional staff, the Superintendent of Schools or designee shall meet with him/her. The professional staff may, at his/her option, have representatives of the Association present at the meeting.

15:3 Professional staff being involuntarily transferred from their present positions shall have preference over those seeking voluntary transfer in regard to choice among those positions which are vacant. Preference shall mean that the teachers professional staff will be transferred if all criteria are generally equal and if such placement does not conflict with the instructional requirements and the best interests of the school system.

Criteria to be considered, in priority order, are:

- A. Certification;
- B. Qualifications, based upon evaluations, pertinent experience, and additional coursework;
- C. System-wide balance;
- D. Seniority; and an
- E. Interview with the Principal.

No such request shall be denied without a factual basis.

15:4 Timelines for grievance hearings up to and including the Board of Education for involuntary transfers will be expedited by all parties to minimize disruption of other affected staff.

ARTICLE SIXTEEN PROMOTIONS

16:1 All promotional vacancies shall be filled by the Board as set forth below. A vacancy shall not exist until the vacancy is declared by the district. It is understood that the district may reassign administrative personnel before declaring the existence of any vacancy.

16:1.1 A notice of vacancy shall be posted on the electronic job board as far in advance as practicable, ordinarily at least ten(10) school days before the final date when applications must be submitted. Professional staff who desire to apply for such vacancies shall submit their internal applications within the time limit specified in the notice.

16:1.2 Professional staff who desire to apply for a specific promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the electronic job board Superintendent or his/her designee, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Director shall notify such professional staff of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable before the final date when applications must be submitted.

16:2 In both situations set forth in 16:1.1 and 16:1.2 above, the qualifications for the position, its duties, and the range of compensation shall be clearly set forth.

16:3 All qualified professional staff shall be given the opportunity to make an application, and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified professional staff already employed by the Board absent superior qualifications by outside candidates. Each professional staff applicant not selected will be notified in writing by the Superintendent. Appointment shall be made when practical.

ARTICLE SEVENTEEN

SUMMER SCHOOL, HOMEBOUND TEACHING AND FEDERAL PROGRAMS

17:1 All openings for positions in summer school, homebound teaching, federal projects and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized by the district designee in accordance with the procedure for publicizing promotional vacancies set forth in Article Sixteen, Section 16:1.1 and 16:1.2, of this Agreement. Summer school openings shall be publicized not later than June 1st and professional staff shall be notified of the action taken not later than five(5) working days after the school term is completed, if practicable. Homebound teaching openings shall be posted as needed, with the student's regular classroom teacher having the first option for employment.

17:2 Such positions shall be filled from among the applicants on the basis of standard certification, qualifications, and, if necessary seniority and an interview. Seniority, for the purposes of this Article, shall mean the length of continuous service in the District from the most recent date of employment. Further amplification of the seniority concept may be found in Article 30 of this Agreement. KCCS is excluded from the provisions of 17:2.

17:3 Compensation shall be at the State's hourly rate for all hourly positions included in this Article or a rate set by the grant. Salary information shall be published with the vacancy as it is posted.

17:4 All of the provisions of this Agreement shall apply to teachers holding positions in summer school, home teaching and/or federal programs, except where specifically exempted.

ARTICLE EIGHTEEN

PROFESSIONAL STAFF EVALUATION

18:1 The purpose of effective evaluation is to enable staff members to improve instruction and stimulate professional growth. By its very nature, an effective evaluation program must be cooperative, based on valid criteria and comprehensive in that all factors in the instructional program are considered. Evaluation is continuous and on-going.

18:2 It is in the evaluation process that analysis and reflection are utilized, strengths and weaknesses are identified, and plans for growth are developed, if necessary.

18:3 The State of Delaware has designed its system and instruments to stress improvement of instruction and the continued professional growth and development of professional staff and shall be implemented solely to meet these objectives. The professional staff evaluation instrument for the Capital School District is the State of Delaware evaluation system, including its procedures, time lines, and rating instruments, except as modified by this Agreement.

18:3.1 All monitoring or observation of the work performance of a professional staff shall be conducted openly and with full knowledge of the employee. Public address, audio/video systems, and similar surveillance devices shall be strictly prohibited if used for the purpose of eavesdropping.

18:4 Final evaluation of a professional staff upon termination of his/her employment shall be concluded as of the last day of employment and no further evaluation statement shall be placed in the personnel file of such professional staff after such date.

18:5 Observations shall not begin until after the first five student days of the school year. Normally, observations will not occur the day before or the day after winter or spring break, the week before exams, or during scheduled state testing with professional staff that are directly responsible for testing, and normally classroom observations will not occur after Memorial Day.

18:6 The form designed to evaluate specialists, except when that specialist is performing classroom duties, shall be the only form used to evaluate specialists.

18:7 Ratings and comments by the evaluator of a teacher shall not be subject to challenge through the grievance procedure, however, a rebuttal can be attached/commented where specified.

ARTICLE NINETEEN

PROFESSIONAL STAFF FACILITIES

19:1 Each school shall have the following facilities:

19:1.1 A storage cabinet or closet in each classroom in which professional staff may store instructional materials, supplies, clothing and personal articles; and this cabinet should be supplied with a lock, when requested; a serviceable desk and chair for the use of each professional staff; and filing cabinet for the exclusive use of each professional staff, as needed.

19:1.2 A professional staff work area containing equipment and supplies to aid in the preparation of instructional/professional materials.

19:1.3 In addition to the aforementioned professional staff work area, a furnished room shall be reserved for the use of professional staff as a faculty lounge. Professional staff shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge and it shall be cleaned by the school's custodial staff, regularly.

19:1.4 A separate dining area for the use of the professional staff.

19:1.5 Free parking facilities sufficient to accommodate the professional staff.

District: _____ CEA: _____

19:1.6 A copy, exclusively for each teacher's use, of each text and supplemental materials approved by the curriculum committee used in each of the courses he/she is to teach.

19:1.7 A quantity of books appropriate to the learning level of the pupil, supplies, bulletin board, chalkboard or equivalent, and other such materials as required in daily teaching responsibility sufficient in quantity to meet the instructional needs of students.

19:2 An appropriate room or other facility for professional staff who work in more than one school building shall be assigned to them in each school in which they work to permit the effective discharge of their responsibilities to their pupils. Such professional staff shall also be assigned a single classroom or office space for their exclusive use outside of regular professional staff hours, with a desk or other equivalent facility and a place to store materials and supplies for their personal use. Any professional staff member with a concern regarding the use of space should bring the issue to their building principal. The principal will then consult with the facilities supervisor, who will provide a written response.

19:3 Vending machines may be installed in the professional staff lounge or professional staff lunchroom areas subject to exclusivity agreements between the district and a vendor(s). Proceeds that may be earned by the building will be used at the discretion of the Building Liaison Committee. District agreements with vendors will assure a variety of healthy products to be dispensed.

19:4 Professional staff may be granted the use of keys for access to necessary work areas on request to the principal. Professional staff are responsible for turning in all keys and completing the sign-out sheets at the end of the year.

19:5 When the temperature in a classroom falls below 60 degrees F. or rises above 85 degrees F., or when the relative humidity exceeds the ASHRAE standards, the administration will attempt to relieve the situation.

19:6 Telephones for use by professional staff will be provided throughout work sites that will provide outside calling capability and, where possible, privacy.

19:7 Professional staff may carry personal cell phones during the work day so long as they aren't visibly displayed. Professional staff may use cell phones during non-instructional time provided such use does not cause interference or disruption with the instructional program.

ARTICLE TWENTY

PROFESSIONAL STAFF - ADMINISTRATION LIAISON

20:1 The Association shall select a Liaison Committee for each school building which shall meet with the principal at least once a month during the school day for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. Areas for consideration shall include but not be limited to such matters as curriculum, textbooks, distribution of materials and supplies, discipline and parent visitation. Said Committee shall consist of not more than one (1) member for every twenty-five (25) professional staff in the school building, but shall in no event have less than three (3) members.

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20:2 The Association's representatives, not to exceed eight (8), shall meet with the Superintendent at least once a month during the school year to review and discuss current school problems and practices of this Agreement.

20:3 The District level liaison's discussions with the Superintendent will be limited to items not resolved at the building liaison level or those that are district-wide in scope. Evidence of the date/topic discussed at the building level must be included with submissions to the district liaison.

ARTICLE TWENTY-ONE

INSTRUCTIONAL ADVISORY COUNCIL

21:1 The purpose of the Advisory Council shall be to advise the Superintendent on means for improving the educational program to best meet the needs of the students, the schools, and the community. The Council may advise on, but need not limit to, matters such as curriculum improvements, teaching techniques, extra-curricular programs, in-service training, pupil testing and evaluation, philosophy and educational goals of the District, teacher recruitment, research and experimentation, educational specifications for buildings, studying the need for specialists and other related matters regarding the effective operation of the District.

21:2 The Council shall consist of two(2) permanent representatives appointed by the Superintendent/Superintendent's designee and one(1) representatives from each building (for a total of 14). CEA appointees shall be selected from among volunteers gathered in each building and agreed upon with the Superintendent/Superintendent's designee. The CEA President/designee will be the 15th member of the Association to serve. Members will serve at the pleasure of the Superintendent. District Office personnel may be asked by the Superintendent/Superintendent's designee to attend a meeting to respond to specific issues raised by membership.

21:3 The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association committees, administrators, Board members, students, parents, or other interested parties.

21:4 The Council shall establish its own rules of procedure and shall elect a chairman from the Superintendent's designees, who shall be responsible for the arrangement and conduct of meetings.

21:5 The Council shall meet four times a year (October, December, February, and April) during the teaching day with substitute funds provided. If another meeting is needed to resolve an issue, additional meetings can be called with mutual agreement of the Superintendent or designee and CEA.

21:6 All written recommendations from the Council shall be submitted to the Superintendent. The Superintendent shall reply in writing in a timely manner as to the Superintendent's disposition of the Council's recommendation. That disposition of the Superintendent's recommendation will be presented to the Board.

21:7 Reports of the Council or any Study committee established by the Council may include minority as well as majority views.

21:8 All programs recommended by the Instructional Advisory Council are subject to the approval of the Board of Education.

District: _____ CEA: _____

ARTICLE TWENTY-TWO

PROTECTION OF PROFESSIONAL STAFF, STUDENTS AND PROPERTY

22:1 Professional staff shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. In the event of any disorder or disruption at the school site resulting from a potentially unsafe or hazardous condition, the Association shall have the right to meet with the Building Administrator immediately, or will contact the central office in the absence of the building administration, to develop solutions or programs to improve and/or preserve the health, safety, and well-being of students, teachers and property.

22:1.1 Pesticides or toxic chemicals will not be used during the teacher day.

22:2 Any professional staff may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within control of the pupil; for the purpose of self-defense; and for the protection of persons or property. It is the obligation of the professional staff to report incidents of bullying, harassment, or hazing in accordance with the district's bullying policy.

22:3 The Board shall provide legal counsel and reimbursement for court costs to the professional staff, subject to the terms and conditions of the district's liability insurance policies, and shall reimburse the professional staff for loss of time if any action is brought against the professional staff concerning activity in the reasonable and necessary pursuit of the professional staff's profession.

22:4 The Board shall give full support, including legal and other assistance (excluding civil suits), for any assault and battery upon the professional staff while properly discharging his/her duties.

22:4.1 The professional staff or designee, if unable to report assault, shall report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and the school nurse before the end of that working day. In the absence of the building administrator, the professional staff must notify the office of the Superintendent within 24 hours. Injuries resulting from an assault upon a professional staff will be documented by the school nurse.

22:4.2 When absence arises out of or from such assault, the Board agrees to provide the professional staff with his/her net salary and benefits less all monies that the professional staff derives from any other state and local sources. The District's contribution shall be calculated by subtracting from the professional staff's net salary and benefits all monies derived from Worker's Compensation, short-term disability, long term disability, disability pension and any other applicable disability funds from state and local sources. Such payments shall continue for a period not to exceed two(2) years.

22:4.3 The Board shall reimburse professional staff for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by the professional staff while the professional staff was acting in the discharge of his/her duties within the scope of his/her employment.

22:4.4 Reasonable attempts will be made that any student convicted of or disciplined for assault or offensive touching upon a professional staff shall not be placed back in the affected professional staff's classroom/office for the rest of the student's academic career in the District, consistent with State and Federal guidelines.

22:5 The Board shall reimburse a professional staff for the all out of pocket costs (such as co-pays and deductibles) for medical expenses incurred as the result of any injury sustained in the course of his/her employment for up to two(2) years following the incident.

22:6 When, due to inclement weather/unanticipated event, the normal starting time of school is delayed, the normal starting time for professional staff will be adjusted by the amount of the delay. When due to inclement weather/unanticipated events, schools are closed early; professional staff may leave as soon as the students have been safely dismissed from the building. Professional staff shall not be required to report to work on days when school is closed due to inclement weather/unanticipated event, unless the Superintendent and Association President mutually agree for professional staff to report to the building or work virtually. A joint committee shall be established to define weather contingencies/unexpected school closures and related working conditions and expectations. The Committee shall meet and report out prior to the beginning of the school year. The committee shall consist of at least six members appointed by the President of the Association and at least six members appointed by the Superintendent or designee.

22:6.1 Outside PD completed in the summer and during the school year can be used in place of snow days/unforeseen circumstances with documentation for the PD, w/admin approval. (also seen in 24:1.1)

ARTICLE TWENTY-THREE LEAVE OF ABSENCE

23:1 Professional staff shall be entitled to the following temporary, non-cumulative leaves of absence with full pay each school year:

23:1.1 Personal leave according to Delaware Code, Title 14, Section 1318 (b), (c), (d), (e), and (f) (See Appendix E)

23:1.1.1 The District will grant a total of twelve requests for personal leave before and after a holiday, on a first received, first granted basis. Ten(10) working days written notice must be provided by the employee to be considered for this leave. No requests will be accepted before July 1 for the next school year. Any days not taken will be charged to the professional staff.

23:1.1.2 Application shall be made by the professional staff to the professional staff's principal or other immediate supervisor for such leave. Application shall be made at least two(2) working days before taking of such leave (except in case of emergency).

23:1.2 Time necessary for appearance in any legal proceeding connected with the professional staff's employment or with the school system or in any other civil legal proceeding in which the professional staff does not have an interest, if the professional staff is required by law to attend. Days so lost are not to be counted against the employee's sick leave.

23:1.3 In the event of the death of a staff member or student in the Capital School District, the principal or immediate supervisor of said staff member or student may grant to an appropriate number of professional staff sufficient time off to attend the funeral. Time lost is not counted against employee's sick leave as approved by the principal and/or immediate supervisor.

23:1.4 Other leaves of absence with pay may be granted by the Board for good reason.

23:2 Any member of the Association who holds an office in the state, local, or national association shall be granted a full leave of absence without pay for the period of his/her term and be returned to the position he/she held prior to the leave of absence. If the professional staff cannot be returned to the assignment held immediately prior to taking leave under this section, he/she shall be given first choice of all available positions for which he/she is qualified.

23:3 A leave of absence without pay of up to two(2) years may be granted to any professional staff who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, or is a full-time participant in similar programs.

23:4 Military leave shall be granted in accordance with Section 1327, Chapter 13, Title 14, Delaware Code.

23:5 Leaves for illnesses and temporary disabilities resulting from pregnancy shall be in accord with State Law, Federal Law, and/or State Board of Education rules and regulations.

23:6 Parental leave shall be granted to either parent upon the birth or adoption of a child based upon the rules and regulations adopted by the State Board of Education for maternity leave and/or pursuant to the provisions of the Family Medical Leave Act(FMLA). Professional staff shall make an application for such leave not later than one(1) month prior to the anticipated beginning of such leave. The professional staff shall notify the Superintendent or his/her designee of the date that the leave will actually begin no later than ten(10) working days prior to commencing such leave.

23:7 A leave of absence without pay of up to one(1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family which may be in coordination with the Family Medical Leave Act. Additional leave may be granted at the discretion of the Board.

23:8 Other leaves of absence without pay may be granted by the Board for good reasons.

23:8.1 Upon return from leave granted pursuant to Section 23:2, 23:3, or 23:4 of this Article, a professional staff shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. A professional staff shall not receive increment credit for unpaid time spent on a leave granted pursuant to Sections 23:6 and 23:7 of this Article.

23:8.2 All benefits to which a professional staff was entitled at the time his/her leave of absence commenced, including tenure status, unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to the professional staff upon his/her return and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

23:9 All extensions or renewals of leaves shall be applied for and approved or disapproved by the Board and shall be communicated in writing.

23:10 A sabbatical leave shall be granted to a professional staff by the Board in accordance with the provisions of Section 1325 of the Delaware Code.

23:11 Professional staff on extended leaves of absence may elect to purchase at cost any fringe benefits provided to regularly employed professional staff.

23:12 All provisions for professional staff sick leave shall be in accordance with Title 14, Delaware Code, Chapter 13. Professional staff shall be given a digital accounting of accumulated sick leave days.

ARTICLE TWENTY-FOUR

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

24:1 The Board shares with its professional staff responsibility for the upgrading and updating of professional staff performance. The Board and the Association support the principle of continuing training of professional staff and the improvement of instruction. Accordingly, the district will use the Learning Forward Organization's definition of Professional Development also commonly referred to as Professional Learning to frame practices designed to increase the capacity of educators across the district to fully implement the District's Teaching and Learning Model in every classroom and to guide best practices in professional learning. (See Appendix G) The parties further agree that all professional staff should fulfill the obligation for professional learning that leads to the knowledge and skills necessary to enable students to succeed in meeting the challenging district academic and behavioral standards.

24:1.1 Outside PD completed in the summer and during the school year can be used in place of snow days/unforeseen circumstances with documentation for the PD, w/admin pre-approval. (also seen in 22:6.1)

24:1.2 In lieu of Dist PD/Building professional learning. Professional staff will be able to request to participate in an outside PD event with documentation for one agreed upon day with administrative pre-approval. If PD is not on the district/building PD day, **the professional staff must report to the building for their contractual day.**

24: 1.3 The outside PD must be pre-approved and hours cannot be counted for both 24:1.1 and 24:1.2.

24:2 The Board agrees to continue the following:

24:2.1 To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a professional staff member is required and/or requested by the administration to take. Said professional staff shall also be compensated based upon available funding for time spent in actual attendance at said session beyond the contractual work day. Compensation will be advertised in advance of the session.

24:2.2 To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be coordinated through the Instructional Advisory Council established in Article Twenty-one of this Agreement.

24:3 The Board agrees to pay tuition for college-level courses up to maximum per credit rate equal to the per credit rate established by the University of Delaware for those courses meeting the requirements of the state-provided tuition reimbursement program. Other courses shall be reimbursed at a rate equal to the tuition of the course up to the rate of \$200 per three-credit course. Such courses must be in education or in-field with a maximum of twelve(12) credit hours per fiscal year. Courses that are otherwise funded by the state or fellowship shall be excluded from this program. Courses funded by a student loan will have a payment made directly by the District to the professional staff's lender.

24:3.1 Support up to \$10k/teacher to become a certified Reading Specialist with three-year commitment to Capital School District and use of the certification - over and above the tuition reimbursement program. Tuition reimbursement should be secondary to this fund, not primary.

24:3.2 Support up to \$10k/teacher to cover Special Education coursework and obtain a certification with a three-year commitment to Capital School District and use of certification - over and above the tuition reimbursement program, Tuition reimbursement should be secondary to this fund, not primary.

24:3.3 Support up to \$10k/teacher to cover Multi-Language Learner teacher certification with three-year commitment to Capital School District and use of certification - over and above the tuition reimbursement program. Tuition reimbursement should be secondary to this fund, not primary.

24:4 An allocation of \$60,000 shall be made available during each year of this Agreement.

24:4.1 If there are insufficient funds to provide a full grant, an equitable lesser grant shall be given. Prior to the commencement of a course a staff member will submit a Request for Reimbursement form to the District business office so that funds will be reserved. A grade of B or better (or P) shall be submitted to the District for payment at the end of the course. If no request for payment will be submitted, the professional staff member will notify the business office so that the reserved funds can be released to other professional staff.

24:4.2 Where applicable, money available for tuition reimbursement from state and/or federal sources shall be in addition to and shall be utilized prior to any District funds stipulated herein.

ARTICLE TWENTY-FIVE

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

25:1 Duties and responsibilities pertaining to student discipline shall be presented to each teacher at the start of each school year. At the same time, consistent and appropriate conduct guides will be distributed to students and professional staff.

25:2 In the event of repeated offenses, a teacher shall utilize the processes outlined in the Student Success Guide (Capital School District Discipline Guide) to support classroom climate. The teacher must have made

District: _____ CEA: _____

documented attempts to resolve the disruption and should notify the office of any students being sent to the office.

The Elementary Principal is responsible for developing a system for handling disciplinary referrals when he/she is not available. The designated personnel will follow the SSG and will communicate with the parents.

Referrals involving extreme disciplinary circumstances (e.g. verbal/physical aggression, terroristic threatening, etc.) toward the professional staff will be processed and communicated back to the referring professional staff member in a 24-hour turnaround. For any of these particular offenses, the teacher may request up to a 15-minute break on the day of the occurrence.

25:2.1 Each building shall have in place a process to review student disciplinary actions, issues or concerns. These processes shall be communicated to employees and the Superintendent or his/her designee prior to the beginning of the school year.

25:2.2 Upon request, an employee will have access to a list of disciplinary incidents of students referred by the professional staff to administration for discipline reasons. The list of discipline incidents may be redacted to comply with state or Federal law or regulations.

25:2.3 Detentions given to students by professional staff in accordance with the Student Success Guide (Capital School District Discipline Guide) shall not be overturned by the administration without a conference with the professional staff.

25:3 All staff members are expected to take appropriate action or seek the assistance of other staff members to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within control of pupils; and for the protection of persons or property.

25:4 During student hours or during all student related after-school activities when students are present, an administrator or designee shall be available in all buildings with students present, or be available via cellular telephone.

ARTICLE TWENTY-SIX FRINGE BENEFITS

26:1 For those employees who opted to remain with the State of Delaware Pension System long term disability policy only, the Board shall continue to provide a Disability Insurance Plan with minimum terms as listed below at no cost to the employee. When at such time as all employees are enrolled in alternative disability plans through the State of Delaware, the district's obligation to continue the disability plan specified herein will cease.

Illness

60 day elimination period of; 60% monthly income to; \$4,000* until age 65

Accident 60 day elimination period of; 60% of monthly income to; \$4,000* until age 65

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*Less any benefits payable from other Group Insurance plans, Social Security and/or State Pension Plan.

26:2 Health and Dental contributions per month according to Appendix B

26:3 The Board will provide membership in the Delaware Blood Bank at no cost upon an employee's request.

26:4 Upon retirement, professional staff shall be paid the local portion of their salary for each day of accumulated sick leave according to the provisions of Section 1318(g) of Title 14, Delaware Code, that apply for the state portion of such payment. To implement this provision, the Board agrees to allocate \$10,000 during each year of this agreement. In the event that monies available in the fund are less than those needed for full payment to those applying, the monies shall be distributed based upon the percentage of monies available to monies needed to make full payment for all eligible days. Any funds remaining at the end of the fiscal year will be applied to the \$10,000 amount for the following year.

ARTICLE TWENTY-SEVEN PERSONAL AND ACADEMIC FREEDOM

27:1 Professional staff shall be entitled to full rights of citizenship with regard to personal and academic freedom.

27:2 The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the District and they acknowledge the fundamental need to protect professional staff from censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

27:2.1 Professional staff shall be guaranteed full freedom in the classroom provided that said material is relevant to the course content, meets approved curriculum guidelines and is presented objectively and impartially.

27:2.2 In performing their teaching functions, professional staff shall be guaranteed full freedom in expressing their personal opinions on 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.

27:2.3 Professional staff shall not be censored or restrained in the performance of their professional functions.

27:3 The teacher has the right to refuse, for good cause to have a student(s) from a previous year in his/her classroom, except in the event that such refusal would deprive the pupil of the opportunity to pursue the course or class taught only by said teacher. After receiving his/ her class roster(s) or the first student day in class, the request must be made to the building principal in writing by the end of the next business day.

27:4 The teacher shall maintain the right and responsibility to determine grades within the written grading policy of the District, based upon his/her professional judgment of available criteria pertinent to any given

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subject area or activity for which he/she is responsible. No grades shall be changed without approval of the teacher except in the case of obvious clerical-type error and only after approval of a building administrator, who will make an attempt to contact the involved teacher.

27:5 When non-promotion of a pupil becomes a case in question, the teacher will be consulted in the decision-making process.

ARTICLE TWENTY-EIGHT

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

28:1 The Board shall budget and dispense funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies, and equipment sufficient in quality and quantity to enable teachers to fulfill their teaching responsibilities. Appropriate financial processes will be available in each building for use in purchasing incidental supplies for classroom instructional use. Expenditures from this fund shall be at the discretion of the building according to established fiscal guidelines.

28:2 Textbooks and instructional materials in all subject areas and at all grade levels shall be recommended to the Administration and Board by teachers actually teaching said areas. Said recommended materials shall reflect the most recent authoritative scholarship on the diversity and pluralistic nature of society.

28:3 The administrator/chairperson will conference with the teacher prior to deleting any items from the teacher's instructional materials and supplies requests.

ARTICLE TWENTY-NINE

DEDUCTION FROM SALARY

29:1 Upon submission of approved forms, the Board agrees to deduct from the salaries of its professional staff dues for the Capital Educators Association(CEA), the Delaware State Education Association(DSEA), and the National Education Association(NEA). Such deductions shall be made in compliance with Delaware Laws and under rules established by the State Treasurer. Said money, together with records of any corrections, shall be transmitted to the Delaware State Education Association the month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such money to the appropriate association or associations.

29:2 The Board agrees to deduct from professional staff's salaries money for local, state, and national association services and programs as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the money promptly to such association or associations.

29:3 The total portion of annual dues remaining unpaid at the time an employee is separated from employment with the District will be deducted from the employee's final paycheck.

The Personnel Office will make each applicant for employment aware of this Article before hiring.

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The Association will indemnify and hold the employer harmless against any and all claims, demands, costs incurred by the District, suits and other forms of liability that arise out of or by reason of any action taken or not taken by the District for the purpose of complying with any of the provisions of this collective bargaining agreement.

ARTICLE THIRTY STAFF REDUCTION

30:1 All employees proper to this bargaining unit shall be covered by this Article.

30:2 Reduction in Force shall be just cause for dismissal when a Reduction in Force is necessary because of a decrease in student enrollment, lower professional staff turnover, shortage of funds, change in curriculum or changes in use of instructional personnel, or decrease in educational services. The Superintendent shall recommend to the Board the area, subject, grade level or programs that will lose staff positions and the dates that such reduction is needed. Such reduction in force shall be based on seniority within areas of standard, limited standard, and/or emergency certification, and shall be implemented in accordance with the following procedures:

30:2.1 A district-wide seniority list shall be kept according to the employee's most recent date of continuous employment beginning with the first day on which the employee has earned pay during his/her current period of continuous employment. The district-wide seniority list will include:

All applicable employees in rank order, stating the employees most recent date of continuous employment; Present assignment; and Area(s) of certification.

30:2.2 For the purposes of this Agreement "seniority" shall be defined as the length of continuous district employment. Board-approved paid leaves of absence shall not constitute a break in service or an interrupt in service, and time on such leaves shall be counted toward seniority. Board approved unpaid leaves of absence shall not constitute a break in service but will be considered an interruption, and time on such leaves shall not be counted toward seniority. Employees on leaves of absence shall be subject to all of the provisions of this Article.

30:2.3 In the event two or more employees have the same length of district-wide service, the following criteria shall be used, in the order enumerated, as tie-breakers, and utilized in determining the seniority lists:

- A. Total length of service in the Capital School District. Total length of State service.
- B. Total length of professional service.
- C. Total number of credits earned beyond the Bachelor's degree with greatest seniority going to the teacher professional with the most credits as recognized and approved by the State of Delaware.
- D. In an event of a tie resulting from the use of (1) through (4), credits earned as defined herein will be used in an attempt to break the tie. Credits earned are to be interpreted as credits which meet DOE approval criteria but which have not been credited in number (4) above. These credits must be properly on file with the Human Resource Office no later than April 1 of each

school year. Credits earned must be entered and tallied by the individual professional staff member with the proper supporting DOE form number or transcript attached from an accredited college or university. It is the professional staff member's responsibility to keep this credit report up-to-date and accurate. The Human Resource Office will break the tie using this credit report statement. If the statement is not kept up-to-date by the individual professional staff member, credits earned and not reported will not be subject to appeal.

E. Lottery

30:2.4 An employee newly hired after the first required workday of the school year, and whose employment begins during that school year, shall receive a temporary contract. Such employee shall be placed on the seniority list as of the first full year of employment, but shall have seniority by date of actual initial employment, provided there has been no break in employment. However, nothing in this Article shall apply to an individual on a temporary contract or in any way serve to extend the employment of such individuals.

30:2.5 The district-wide seniority list shall be available in each principal's office for inspection by the staff on or before March 1 of each school year. Questions as to correctness of placement on such list shall be appealed to the Superintendent or his/her designee prior to March 30. An individual shall have ten (10) working days in which to appeal an error of his/her information posted on the seniority list.

30:2.6 It is understood by the parties that prior to establishing a list for reduction in force, non-tenured employees who will not be rehired for the following school year for reasons other than a RIF shall be notified. Such action shall occur prior to May 15 of each year. Employees so notified shall not be considered for placement on the recall list.

30:2.7 In the event of a reduction in force, the employee(s) with the least seniority in the affected area of certification shall be laid off. If such employee has certification in more than one area, and his/her seniority is greater than the seniority of another employee in an area for which said employee holds certification, the employee shall have the right to replace the employee with least seniority in that area of certification provided the laid-off employee has taught within the other area of certification within the last three (3) years or has taken six (6) related college credits in said area of certification within the last five (5) years.

30:2.8 The following items shall be placed in the personnel file of the employees who are laid off:

- A. A letter from the Board stating that the reason for the layoff was because of a reason set forth in 30.2;
- B. Copies of notification of recall which were mailed to the employee; and
- C. Correspondence to the Board from the employee.

30:2.9 Employees who are laid off shall be automatically placed on the recall list for a period of one (1) year with the option to be continued on the list for a second year. To remain on the recall list for the second year, the employee must notify the Board by certified mail, return receipt requested, on or before May 1 of the first year that the employee is on the list.

30:2.10 Employees who are eligible for recall must keep the school district informed in writing of any change in their address.

30:2.11 Employees who resign or have been dismissed for any reason other than reduction in staff are not subject to provisions of this Article.

30:2.12 When permanent, full-time vacancies occur, employees who have been laid off under provisions of this Article shall be offered re-employment in reverse order to layoff in an opening in a field in which they held standard, or limited standard, or emergency certification at the time of layoff. Refusal of an employee to accept the position within ten (10) working days of the postmarked date on the certified notice and then to report to work within ten (10) working days of that acceptance, or at such later time as is determined by the Administration, will relieve the Board of further obligation to offer re employment.

30:2.13 Time lost by an employee laid off 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.

30:2.14 Service of persons whose service has been previously interrupted by mandatory maternity policy of the district will be viewed as having uninterrupted service as to such period. However, any period of interruption beyond that mandated by district policy shall not be included.

30:2.15 In order that the Association may properly fulfill its representative functions, the District will provide the Association with (1) copy of the seniority list and revisions thereto, (2) copies of RIF notices sent to employees, and (3) copies of Recall notices sent to employees. The seniority list shall be provided as soon as is practicable after it is developed and the RIF and Recall notices shall be provided concurrently with their being sent to the employees.

ARTICLE THIRTY-ONE MISCELLANEOUS PROVISIONS

31:1 This Agreement, including memoranda of understanding, incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of the Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement except for mandatory subjects of bargaining (wages, hours, and terms and conditions of employment) which will be in an expedited format with no more than 2 representatives for each party. Such negotiations shall not occur more than twice in any school year.

31:2 This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

31:3 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any teacher benefit existing prior to its effective date.

District: _____ CEA: _____

31:4 If any provision 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 provisions 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.

31:5 Any individual contract between the Board and an individual professional staff, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.

31:6 This Agreement shall be posted on the Capital School District website (under the Human Resource section) after agreement with the Association on format within thirty (30) days after the Agreement is signed. Current employees may request one printed copy from the Human Resources department per contract.

31:7 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by electronic mail.

ARTICLE THIRTY-TWO SALARY

32:1 Professional staff shall receive local compensation according to Appendix A.

32:2 Non-degree professional staff and nurses shall receive local compensation according to the Non-Degree column of Appendix A.

32:3 Persons engaged in extra-curricular activities shall be compensated according to Appendix B.

32:3.1 A committee comprised of two representatives appointed by the Association and two representatives appointed by the Superintendent shall meet annually before May 1 to review Appendix B. Following such review, the Committee shall make recommendations to the Board concerning the addition or deletion of positions. The monetary value will be assigned relative to other positions on the schedule.

32:4 Professional staff employed in the following roles shall receive the stipend amounts listed below in addition to regular compensation. Such stipends shall be paid in two equal installments per year and shall be prorated based on the employee's start date and number of days worked. Any employee in deduct status during a stipend payment period shall not be eligible to receive the installment for that period:

32:4.1 Board Certified Behavior Analysts (BCBA) and Speech-Language Pathologists (SLPs) will receive \$7,000.

32:4.2 Psychologists, Physical Therapists (PT), and Occupational Therapists (OT) shall receive an annual prorated stipend of \$6,000.

32:4.3 The district lead school nurse shall receive \$5,000 in addition to regular compensation.

32:4.4 Each school nurse employed by the Capital School District shall receive an annual prorated stipend of \$4,000.

32:4.5 The district lead LCSW, district lead SLP, district lead Psychologist, district lead BCBA, district lead elementary MLL, and district lead secondary MLL shall each receive \$2,000 in addition to regular compensation.

32:5 Professional staff employed in the following roles shall receive the stipend amounts listed below in addition to regular compensation. Such stipends shall be paid in two equal installments per year and shall be prorated based on the employee's start date and number of days worked.

32:5.1 Chairpersons are an integral part of the instructional leadership team and shall promote and advance the programs of the school and district. Chairpersons shall work a schedule comparable to that of other teachers in the building, but shall not be assigned a regular scheduled duty. These duties shall not include secondary homerooms or advisory, AP exams, or midterm and final exams. Chairpersons shall have a planning period to support the needs of the department in addition to their regular planning period. Chairpersons shall lead an Instructional Support Team in order to support student achievement. At the high school, chairpersons may be designated in the following areas: Math, Science, Social Studies, English, World Language, Career Technical Education (CTE), Special Education, School Counselor, and one additional area to include Arts, ROTC, or Physical Education, for a maximum of nine (9) positions. Each chairperson shall receive an annual prorated stipend of \$1,250.

32:5.2 The AP Coordinator shall receive an annual prorated stipend of \$1,000.

32:6 Any LCSWs/MSWs who require licensure fees will be reimbursed at cost. Any CEUs required to maintain their professional license can be reimbursed or paid directly to the vendor, up to \$1,000 annually.

32:7 Professional staff working under professional contract in excess of the days required by the State of Delaware shall be paid at their per diem state and local salary for each day employed. All nurses will be paid per diem during summer school.

32:8 **Early Retirement Notice**

32:7.1 For each year of this contract, a professional staff who officially notifies the District by January 15th of his/her retirement effective on June 30th of that year will receive a payment of:

\$1,500 for 30 or more years

\$1,250 for 25-29 years

\$1,000 for 20-24 years

\$ 500 for 19 years or less

32:7.2 For each year of this contract, a professional staff who officially notifies the District by March 1st of his/her retirement effective on June 30th of that year will receive a payment of:

\$750 for 30 or more years

\$625 for 25-29 years

\$500 for 20-24 years

\$250 for 19 years or less

District: _____ CEA: _____

32:8 All professional staff employed by the District and assigned to Kent County Secondary ILC shall receive an annual prorated stipend of \$1,000 in addition to other compensation.

32:9 **Longevity Stipend:** This is added after your base pay. An employee shall receive:

A \$250 yearly stipend upon completion of their 5th year of credited service with the District and continue through year 10;

A \$350 yearly stipend upon completion of their 10th year of credited service with the District and shall continue through year 15;

A \$500 yearly stipend upon completion of their 15th year of credited service with the District and shall continue through year 20;

A \$750 yearly stipend upon completion of their 20th year of credited service with the district and through year 25; and

A \$1000 yearly stipend upon completion of their 25th year of credited service with the district and beyond.

32.10: ATTENDANCE INCENTIVE:

A separate fund of \$15,000 will be annually budgeted to pay professional staff who use no more than four (4) days in that school year. The amount will be equally divided among those who are eligible. To be equitable, an employee needs to be employed with Capital School District as a professional staff during the full school year.

MOU Special Education

This agreement shall be effective July 1, 2026 and shall continue in full force and effect until June 30, 2028

This agreement shall be automatically extended until a successor contract is ratified and signed.

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

CAPITAL EDUCATORS ASSOCIATION

BY: 

DATE: 7/1/26

BY: 

DATE: 7/1/2026

CAPITAL SCHOOL DISTRICT

BY: 

DATE: 7/1/26

BY: 

DATE: 7/1/26

APPENDIX A- SALARY

SALARY INCREASES FOR ALL ON STEP

FY 27 2.5%

FY 28 2.5%

See salary on website.

APPENDIX B

Capital School District
Health & Dental Contributions per month

	Total Monthly Premium (Rate)	State Pays Per Month	Employee Monthly	Employee Per Pay	Capital Pays Per Pay	Employee Costs Per Pay
Highmark Delaware First State Basic Plan						
Employee	\$1,049.58	\$1,007.60	\$41.98	\$20.99	\$0.00	\$20.99
Employee & Spouse	\$2,171.54	\$2,084.66	\$86.88	\$43.44	\$0.00	\$43.44
Employee & Child(ren)	\$1,595.46	\$1,531.64	\$63.82	\$31.91	\$0.00	\$31.91
Family	\$2,714.52	\$2,605.92	\$108.60	\$54.30	\$0.00	\$54.30
Aetna CDH Gold Plan						
Employee	\$1,086.30	\$1,031.98	\$54.32	\$27.16	\$7.65	\$19.51
Employee & Spouse	\$2,252.36	\$2,139.74	\$112.62	\$56.31	\$16.83	\$39.48
Employee & Child(ren)	\$1,659.68	\$1,576.70	\$82.98	\$41.49	\$13.39	\$28.10
Family	\$2,861.42	\$2,718.36	\$143.06	\$71.53	\$30.60	\$40.93
Aetna HMO Plan						
Employee	\$1,095.74	\$1,024.50	\$71.24	\$35.62	\$9.60	\$26.02
Employee & Spouse	\$2,310.26	\$2,160.08	\$150.18	\$75.09	\$28.87	\$46.22
Employee & Child(ren)	\$1,676.20	\$1,567.24	\$108.96	\$54.48	\$16.83	\$37.65
Family	\$2,882.68	\$2,695.30	\$187.38	\$93.69	\$35.03	\$58.66
Highmark Delaware Comprehensive PPO Plan						
Employee	\$1,198.24	\$1,039.48	\$158.76	\$79.38	\$30.98	\$48.40
Employee & Spouse	\$2,486.48	\$2,157.00	\$329.48	\$164.74	\$65.61	\$99.13
Employee & Child(ren)	\$1,846.70	\$1,602.02	\$244.68	\$122.34	\$52.35	\$69.99
Family	\$3,108.44	\$2,696.58	\$411.86	\$205.93	\$82.08	\$123.85
United Concordia Dental Plan						
Employee	\$35.97	\$0.00	\$35.97	\$17.99	\$14.30	\$3.69
Family	\$107.80	\$0.00	\$107.80	\$53.90	\$42.84	\$11.06
EyeMed Low Vision Plan						
Employee	\$6.48	\$0.00	\$6.48	\$3.24	\$0.00	\$3.24
Employee & Spouse	\$10.24	\$0.00	\$10.24	\$5.12	\$0.00	\$5.12
Employee & Child(ren)	\$10.42	\$0.00	\$10.42	\$5.21	\$0.00	\$5.21
Family	\$16.84	\$0.00	\$16.84	\$8.42	\$0.00	\$8.42
EyeMed High Vision Plan						
Employee	\$13.06	\$0.00	\$13.06	\$6.53	\$0.00	\$6.53
Employee & Spouse	\$20.64	\$0.00	\$20.64	\$10.32	\$0.00	\$10.32
Employee & Child(ren)	\$21.04	\$0.00	\$21.04	\$10.52	\$0.00	\$10.52
Family	\$33.94	\$0.00	\$33.94	\$16.97	\$0.00	\$16.97

District: _____ CEA: _____

APPENDIX C - EPER (Sports) 2024-2026

Positions - DOVER HIGH SCHOOL

<u>Athletic Director</u>	<u>\$9,302</u>
Football Coach - Varsity	\$6,443
Football Assistant #1 - Varsity	\$2,512
Football Assistant #2 - Varsity	\$2,512
Football Assistant #3 - Varsity	\$2,512
Football Assistant #4 - Varsity	\$2,512
Football Assistant #5 - Varsity	\$2,512
Football Coach - JV	\$4,188
Football Assistant - JV	\$3,035
Football Coach - Freshman	\$2,571
Football Assistant - Freshman	\$1,961
Cross Country Coach	\$2,529
Cross Country Assistant	\$1,786
Soccer Coach - Boys Varsity	\$3,575
Soccer Coach - Girls Varsity	\$3,575
Soccer Assistant - Boy Varsity	\$1,786
Soccer Assistant - Girls Varsity	\$1,786
Soccer Coach - Boys JV	\$2,529
<u>Soccer Coach - Girls JV</u>	<u>\$2,529</u>
Volleyball Coach - Girls Varsity	\$3,575
Volleyball Coach - Boys Varsity	\$3,575
<u>Volleyball Coach - JV</u>	<u>\$2,529</u>
Wrestling Coach - Varsity	\$3,575
Wrestling Coach - Varsity Girls	\$3,575
Wrestling Coach - JV	\$2,529
<u>Wrestling Assistant</u>	<u>\$2,146</u>
Swimming Coach	\$2,800
<u>Swimming Assistant</u>	<u>\$1,786</u>
Baseball Coach - Varsity	\$3,575
Baseball Assistant - Varsity	\$1,786
<u>Baseball Coach - JV</u>	<u>\$2,529</u>
Softball Coach - Varsity	\$3,575
Softball Assistant - Varsity	\$1,786
<u>Softball Coach - JV</u>	<u>\$2,529</u>

Tennis Coach - Boys	\$2,850
<u>Tennis Coach - Girls</u>	<u>\$2,850</u>
Golf Coach - Boys	\$2,850
<u>Golf Coach - Girls</u>	<u>\$2,850</u>
Cheerleading Coach - Varsity	\$2,106
Cheerleading Coach - JV	\$1,020
<u>Competition Cheer Coach</u>	<u>\$1,732</u>
Lacrosse Coach - Boys V	\$3,575
Lacrosse Coach - Girls	\$3,575
Lacrosse Assistant - Boys	\$1,786
Lacrosse Assistant - Girls	\$1,786
Lacrosse Coach - Boys JV	\$2,529
<u>Lacrosse Coach - Girls JV</u>	<u>\$2,529</u>
Weight Lifting Coach (Fall)	\$1,289
<u>Weight Lifting Coach (Spring)</u>	<u>\$1,289</u>
Field Hockey Coach - Varsity	\$3,575
Field Hockey Assistant - V	\$1,786
<u>Field Hockey Coach - JV</u>	<u>\$2,529</u>
Basketball Coach - Girls V	\$4,833
Basketball Coach - Boys V	\$4,833
Basketball Assistant - Boys V	\$2,146
Basketball Assistant - Girls V	\$2,146
Basketball Coach - Boys JV	\$3,035
Basketball Coach - Girls JV	\$3,035
<u>Basketball Coach - Freshman</u>	<u>\$2,685</u>
Track Coach - Winter	\$2,529
Track Assistant - Winter	\$1,786
Track Coach - Boys	\$3,575
Track Coach - Girls	\$3,575
Track Assistant #1	\$1,997
Track Assistant #2	\$1,997
<u>Track Assistant #3</u>	<u>\$1,997</u>
Unified Head Coach Football	\$1,250
Unified Head Coach B-ball	\$1,250
Unified Head Coach Track	\$1,250
Unified Asst. Football	\$650
Unified Asst. Basketball	\$650
<u>Unified Asst. Coach Track</u>	<u>\$650</u>

State Champions: **Coach \$800 Assistant Coach \$400**
Conference Champions: **Coach \$500 Assistant Coach \$250**

District: _____ CEA: _____

APPENDIX C - EPER (Sports) 2024-2026

Positions - DOVER MSC

<u>DMS Athletic Director</u>	<u>\$3,221</u>
DMS Football Coach	\$2,571
DMS Football Assistant	\$1,672
<u>DMS Football Assistant</u>	<u>\$1,672</u>
DMS Field Hockey Coach	\$2,024
<u>DMS Field Hockey Assistant</u>	<u>\$1,526</u>
DMS Wrestling Coach	\$2,024
DMS Wrestling Assistant	\$1,526
<u>DMS Wrestling Assistant</u>	<u>\$1,526</u>
DMS Track Coach	\$2,024
DMS Cross Country	\$1,672
DMS Track Assistant	\$1,526
<u>DMS Track Assistant</u>	<u>\$1,526</u>
DMS Volleyball - Girls	\$1,639
<u>DMS Volleyball Asst. - Girls</u>	<u>\$1,526</u>
DMS Lacrosse Coach - Boys	\$2,024
DMS Lacrosse Coach - Girls	\$2,024
DMS Lacrosse Asst. - Boys	\$1,526
<u>DMS Lacrosse Asst. - Girls</u>	<u>\$1,526</u>

DMS Soccer Coach - Boys	\$2,024
DMS Soccer Coach - Girls	\$2,024
DMS Soccer Asst. - Boys	\$1,526
<u>DMS Soccer Asst. - Girls</u>	<u>\$1,526</u>
DMS Basketball Coach - B	\$2,024
DMS Basketball Coach - G	\$2,024
DMS Basketball Asst. - B	\$1,526
<u>DMS Basketball Asst. - G</u>	<u>\$1,526</u>
DMS Cheerleading	\$ 806
<u>DMS Cheerleading</u>	<u>\$ 806</u>
DMS Baseball Coach	\$2,024
<u>DMS Baseball Assistant</u>	<u>\$1,526</u>
DMS Softball Coach	\$2,024
<u>DMS Softball Assistant</u>	<u>\$1,526</u>

Appendix C - EPER (Non-Sports) 2024-2026

Positions - DOVER HIGH SCHOOL

DHS Assistant Band Director	(1)	\$2,406
DHS Band Director	(1)	\$3,313
DHS Chorus	(1)	\$1,518
DHS Class Advisor 10	(1)	\$1,220
DHS Class Advisor 11	(1)	\$2,685
DHS Class Advisor 12	(1)	\$2,196
DHS Class Advisor 9	(1)	\$1,220
DHS Debate	(1)	\$1,774
DHS World Language Club Spanish	(1)	\$384
DHS World Language Club French	(1)	\$384
DHS Art Honor Society	(1)	\$800
DHS Honor Society	(1)	\$1,220
DHS Literary Magazine	(1)	\$1,168
DHS Math League	(2)	\$384
DHS Interact	(1)	\$384
DHS Newspaper	(1)	\$2,571
DHS Science Olympiad Ad.	(2)	\$384
DHS Student Council	(1)	\$1,831
DHS Yearbook	(1)	\$3,139
DHS Japanese Club	(1)	\$751
DHS Digital Media, Photo & Editing	(1)	\$2,000
DHS Internal Theatre Support	(1)	\$2,500
DHS Intramural/Extra Curricula	(10)	\$384
DHS Arts (Up to 7)	(7)	\$5,902*
DHS VPAG	(2)	\$1,200
DHS AG/FFA	(2)	\$1,600
DHS BPA	(1)	\$1,600
DHS TSA	(2)	\$1,600
DHS DECA	(1)	\$1,600
DHS EC Rising	(1)	\$1,600
DHS HOSA	(1)	\$1,600
DHS ROTC	(2)	\$1,200

* Divided up among all employees included.

Appendix C - EPER (Non-Sports) 2024-2026

Positions - DSC

DMS Band Director	(1)	\$568
DMS Related Arts	(1)	\$781
DMS Drama	(1)	\$766
DMS Intramural/Extra Curricula	(14)	\$349
DMS Math League	(2)	\$384
DMS Odyssey of Mind Advisor	(1)	\$450
DMS Science Olympiad Advisor	(1)	\$450
DMS Student Council	(1)	\$871
DMS Yearbook	(1)	\$757
DMS Choral Director	(1)	\$568
DHS AG/FFA	(1)	\$700
DMS TSA	(1)	\$700
DMS BPA	(1)	\$700
DMS HOSA	(1)	\$700
DMS FCCLA	(1)	\$700

KCSILC/SSU

Leader in Me Lead	(1)	\$700
	(2)	\$350

Positions - Elementary(BTW, North, South, Town Point, Central, Hartly)

Leader in Me Lead/SEL	(1 per school)	\$700
Chorus	(1 per school)	\$450
Yearbook	(1 per school)	\$510
Steam Coach	(1 per school))	\$450
Intramural/Extracurricular	(6 per school)	\$350

Early Childhood Centers (Fairview and East)

Leader in Me Lead/SEL	(1 per school)	\$700
Yearbook	(1 per school)	\$510
Intramural/Extracurricular	(3 per school)	\$350

APPENDIX D

ARBITRATION

(c) The public school employer and the exclusive bargaining representative shall negotiate written grievance procedures by means of which bargaining unit employees, through their collective bargaining representatives, may appeal the interpretation or application of any term or terms of an existing collective bargaining agreement; such grievance procedures shall be included in any agreement entered into between the public school employer and the exclusive bargaining representative.

- (1) A provision to limit binding arbitration to claims that the terms of the collective bargaining agreement have been violated, misinterpreted or misapplied;
- (2) A provision to prohibit claims relating to the following matters from being processed through binding arbitration:
 - (a) Dismissal or nonrenewal of employees covered by Chapter 14 of this title;
 - (b) Dismissal or nonrenewal of employees not covered by Chapter 14 of this title unless the controlling collective bargaining agreement provides that such matters are subject to binding arbitration;
 - (c) Delaware law;
 - (d) Rules and regulations of the Delaware Department of Education or State Board of Education;
 - (e) The content of or conclusions reached in employee observations and evaluations unless the controlling collective bargaining agreement for employees not covered by Chapter 14 of this title provides that such matters are subject to binding arbitration;
 - (f) Federal law;
 - (g) Rules and regulations of the United States Department of Education;
 - (h) Policies of the local school board; and
 - (i) Matters beyond the scope of the public school employer's authority;
- (3) A provision to select arbitrators by lottery from a panel of qualified arbitrators designated by the Public Employment Relations Board. In designating the panel, the Public Employment Relations Board shall prefer former judges who served on a Delaware constitutional court or on the United States District Court for the District of Delaware, and shall supplement the panel by adding qualified labor arbitrators;
- (4) A provision to empower the Public Employment Relations Board to administer arbitrations pursuant to regulations adopted by the Public Employment Relations Board;
- (5) A provision to require that disputes relating to whether a matter is arbitrable be ruled upon by the arbitrator prior to hearing the merits of the dispute, and, if the arbitrator determines that the dispute is arbitrable, a provision to require that the same arbitrator schedule a second hearing to hear the merits of the dispute;
- (6) A provision to assess against the losing party the arbitrator's fees and expenses incurred in determining whether a dispute is arbitrable; and
- (7) A provision to require that the arbitrator's fees and expenses incurred in deciding the merits of a dispute be evenly divided between the parties.

APPENDIX E: SICK LEAVE

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

(a) Teachers and other school employees shall be allowed 10 days of sick leave per year with full pay; those teachers and other school employees employed 11 months a year shall be allowed 11 days of sick leave per year with full pay; and those teachers and other school employees employed 12 months a year shall be allowed 12 days of sick leave per year with full pay. Any unused days of such leave shall be accumulated to the employee's credit without limit.

(b) (1) In the case of a death in the immediate family of the employee, there shall be no reduction of salary of said employee for an absence not to exceed 5 working days.

(2) For purposes of this section, "immediate family" means any of the following:

- a. The employee's spouse or domestic partner.
- b. The employee's parent, stepparent, or child.
- c. The parent, stepparent, or child of the employee's spouse or domestic partner.
- d. The employee's grandparent or grandchild.
- e. The employee's sibling.
- f. The spouse of the employee's child.
- g. A relative who resides in the employee's household.
- h. A minor child for whom the employee has assumed and carried out parental responsibilities.

(3) This absence shall be in addition to other leaves granted the employee.

(c) (1) In the case of a serious illness of a member of the employee's immediate family that requires the employee's personal attention, an employee may use accrued sick leave.

(2) An employee who needs sick leave under this subsection shall inform that employee's own immediate supervisor of the fact and reason in advance, when possible, or otherwise before the expiration of the first hour of absence or as soon thereafter as practicable.

(3) The failure of an employee to comply with paragraph (c)(2) of this section may be cause for denial of pay for the period of absence.

(4) Before approving pay for sick leave, the supervisor may, at that supervisor's discretion, require either a doctor's certificate or a written statement signed by the employee setting forth the reason for the absence.

(5) In the case of an absence of more than 5 consecutive days, a doctor's certificate is required as a condition of approval.

(d) (1) In case of the death of a near relative, there shall be no deduction in the salary of the employee for an absence not to exceed 1 working day.

(2) An absence under paragraph (d)(1) of this section may be used on the day of the funeral or the day before or the day after the funeral.

(3) For purposes of this subsection, "near relative" means any of the following:

- a. The employee's first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or grandparent-in-law.
- b. Any friend living in the employee's household.

(e) In the case of the observance of recognized religious holidays, an employee may be absent without loss of pay on no more than 3 calendar days per year. The days so lost are to be counted in the sick leave of the employee.

(f) (1) An employee may be absent without loss of pay no more than 5 days per fiscal year for personal reasons of the employee. These absences are included in the employee's sick leave and employee's officer. Requests to be absent for personal reasons may be approved by building level administrators, provided that the building level administrator cannot ask the employee the reason for the request. Requests that are being considered for denial shall be forwarded to the chief school officer or the local education agency human resources administrator designated for processing such requests. The chief school officer and the human resources administrator may ask the employee the reason for the request, provided that the employee is not required to provide the reason for the request. A request to be absent for personal reasons may only be denied if school operational requirements cannot be met.

(2) a. An employee may be absent without loss of pay for any of the following reasons:

1. To appear under subpoena to testify, unless the employee is 1 of the parties in the proceeding or the subpoena arises from other employment or activities of the employee.
2. To report to serve on a jury.

b. The time an employee is absent under this paragraph (f)(2) is not an absence for personal reasons under paragraph (f)(1) of this section and does not count toward the days provided under paragraph (f)(1) of this section.

c. An employee shall notify the employee's chief school officer in advance of the need to be absent under this paragraph (f)(2) and provide a copy of the subpoena or jury duty notification.

(g) An employee retired subsequent to June 1, 1969, after serving in covered employment under Chapter 55 of Title 29, shall, on retirement, be paid for each unused sick leave day, not to exceed 90 days. The total amount paid shall be based upon that portion of the salary computed in accordance with state schedules, regardless of the source of funding, and shall be based upon 50% of the per diem rate of pay in effect at the time of retirement. Effective July 1, 1986, in the event of the death of a teacher or other school employee, payment shall be made to that teacher's or other school employee's estate at the rate of 1 day's pay for each day of unused sick leave not to exceed 90 days. Effective July 1, 1991, for school employees of the Department of Education and school district boards of education the per diem rate shall be $\frac{1}{185}$ in the fiscal year beginning July 1, 1999; $\frac{1}{187}$ in the fiscal year beginning July 1, 2000; $\frac{1}{188}$ for the fiscal year beginning July 1, 2001; and each succeeding fiscal year, of the annual salary based on state salary schedule for those employed 10 months; for those employed 11 months the per diem rate shall be $\frac{1}{204}$ in the fiscal year beginning July 1, 1999; $\frac{1}{206}$ in the fiscal year beginning July 1, 2000; $\frac{1}{207}$ for the fiscal year beginning July 1, 2001; and each succeeding fiscal year, of the annual salary based on state salary schedule; and for those employed 12 months, the per diem rate shall be $\frac{1}{222}$ of the annual salary based on state salary schedule. The local employing agency shall certify the number of days to which the employee shall be entitled. This section also applies to retired Delaware State Police who return to state service as a teacher or other school employee, and who otherwise meet the eligibility requirements for retirement under the Delaware State Employees' Pension Plan to the extent such person did not utilize the 75-day maximum following retirement from the Delaware State Police.

(h) The maximum amount of annual leave which any employee shall be permitted to accumulate shall be 42 days. At the end of each fiscal year, the accumulated annual leave of each employee shall equal not more than 42 days. Where, prior to the end of a fiscal year, an employee has accumulated more than 42 days of annual leave, such annual leave shall be adjusted to 42 days at the end of such fiscal year.

(i) Effective September 1, 1991, the per diem rates used to pay retiring employees for accrued annual leave shall be identical to the per diem rates for sick leave contained in subsection (g) of this section.

(j) Any absence not covered under subsections (a) through (f) of this section is considered unexcused.

(k) A duly elected president of the Delaware State Education Association, as defined in Chapter 40 of this title, who requests a leave of absence without pay from a school board shall be granted a leave of absence by said school board

from service for the duration of the elected term. Said employee shall be eligible to purchase health insurance for said employee's own self and eligible dependents and other state benefits at that employee's cost during said leave of absence. Other duly elected officers of the Delaware State Education Association shall be granted 45 release days by the employing board to represent the Association for education-related business. The Association shall be responsible for the costs of substitute teachers when utilized to provide coverage for the elected officer. In addition, when the Association determines the need and makes a request for the hiring of a teaching partner, the duly elected officer shall be granted no less than 60 or more than 100 release days by the employing school board to represent the Association for education-related business. The teaching partner will be hired on a full-time and annual basis to ensure continuity of instruction during periods of time when the Association officer is engaging in education-related business as a representative of the Association. Release time granted pursuant to this section shall be in addition to other leaves granted the employee by this section. The Association shall be responsible for the cost incurred related to the hiring of the teaching partner.

14 Del. C. 1953, § 1318; 50 Del. Laws, c. 436, § 1; 50 Del. Laws, c. 602, § 1; 51 Del. Laws, c. 44; 55 Del. Laws, c. 147; 56 Del. Laws, c. 39; 56 Del. Laws, c. 287; 57 Del. Laws, c. 238; 58 Del. Laws, c. 120; 58 Del. Laws, c. 306, § 5f; 58 Del. Laws, c. 549; 59 Del. Laws, c. 456, § 1; 59 Del. Laws, c. 503, § 1; 62 Del. Laws, c. 35, § 1; 62 Del. Laws, c. 154, § 1; 62 Del. Laws, c. 345, § 1; 63 Del. Laws, c. 167, § 1; 66 Del. Laws, c. 96, § 1; 67 Del. Laws, c. 117, § 1; 68 Del. Laws, c. 84, §§ 186, 187; 69 Del. Laws, c. 64, § 272; 70 Del. Laws, c. 186, § 1; 70 Del. Laws, c. 425, § 351; 71 Del. Laws, c. 136, § 1; 71 Del. Laws, c. 180, § 69; 72 Del. Laws, c. 215, § 1; 72 Del. Laws, c. 294, § 39; 72 Del. Laws, c. 395, § 352; 73 Del. Laws, c. 74, § 346; 73 Del. Laws, c. 312, § 258; 74 Del. Laws, c. 68, § 270; 74 Del. Laws, c. 307, §§ 308(c), 309; 75 Del. Laws, c. 89, § 343; 75 Del. Laws, c. 298, § 1; 75 Del. Laws, c. 350, § 354; 81 Del. Laws, c. 117, § 1; 84 Del. Laws, c. 19, § 1; 84 Del. Laws, c. 42, § 1; 84 Del. Laws, c. 122, § 1;

APPENDIX F

**CAPITAL SCHOOL
DISTRICT GRIEVANCE
FORM****LEVEL II****NAME OF GRIEVANT: (Individual, Group/Class, Association [CEA Advocate])****POSITION:****IMMEDIATE SUPERVISOR:****DATE OF LEVEL I DISCUSSION:****DATE SUBMITTED AT LEVEL II:****NATURE OF GRIEVANCE AND DATE OF OCCURRENCE** (Attach extra sheets if necessary)**SPECIFIC TERMS OF THE AGREEMENT ALLEGEDLY VIOLATED**
[Cite article(s) and section number(s)]**RESULTS OF LEVEL I****DISSATISFACTION WITH LEVEL I DECISION****RELIEF SOUGHT**

COPIES: Grievant, CEA Advocate, Immediate Supervisor, CEA President or designee

District: _____ CEA: _____

**CAPITAL SCHOOL
DISTRICT GRIEVANCE
FORM**

LEVEL III

NAME OF GRIEVANT: (Individual, Group/Class, Association [CEA Advocate])

POSITION:

LEVEL II DECISION OF SUPERVISOR: (Attach extra sheets if necessary)

DATE LEVEL II DECISION RECEIVED BY GRIEVANT:

REASON FOR DISSATISFACTION WITH LEVEL II DECISION

DATE OF LEVEL III SUBMISSION BY GRIEVANT:

COPIES: Grievant, CEA Advocate, Level II Supervisor, CEA President or designee

District: _____ CEA: _____

**CAPITAL SCHOOL
DISTRICT GRIEVANCE
FORM**

LEVEL IV

NAME OF GRIEVANT: (Individual, Group/Class, Association [CEA Advocate])

POSITION: LEVEL III

SUPERVISOR'S DECISION: Attach extra sheets if necessary

DATE LEVEL III DECISION RECEIVED BY GRIEVANT:

DATE OF ASSOCIATION REQUEST FOR GRIEVANCE MEDIATION:
REQUIRES CEA APPROVAL

COPIES: Level III Administrator (Superintendent), Grievant, CEA Advocate, Immediate Supervisor (Level II), CEA President or designee

District: _____ CEA: _____

**CAPITAL SCHOOL
DISTRICT GRIEVANCE
FORM**

LEVEL V

NAME OF GRIEVANT: (Individual, Group/Class, Association [CEA Advocate])

POSITION:

DATE OF CONCLUSION OF GRIEVANCE MEDIATION:

RESULTS OF GRIEVANCE MEDIATION Attach extra sheets if necessary

DATE OF ASSOCIATION APPEAL TO ARBITRATION:
REQUIRES CEA APPROVAL

SUMMARY OF ARBITRATOR'S DECISION Attach award

COPIES: Grievant, CEA Advocate, CEA President or designee, President of School Board, Superintendent, Immediate Supervisor (Level V)

District: _____ CEA: _____

APPENDIX G

The district will use the Learning Forward Organization's definition of Professional Development also commonly referred to as Professional Learning to frame practices designed to increase the capacity of educators across the district to fully implement the district's Teaching and Learning Model in every classroom and to guide best practices in professional learning. To facilitate a clear and transparent understanding of the variety and complexity of professional learning the Learning Forward definition is included in its entirety.

"PROFESSIONAL DEVELOPMENT — The term 'professional development' means activities that—

"(A) are an integral part of school and local educational agency strategies for providing educators (including teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, and, as applicable, early childhood educators) with the knowledge and skills necessary to enable students to succeed in a well-rounded education and to meet the challenging State academic standards; and

"(B) are sustained (not stand-alone, 1-day, or short term workshops), intensive, collaborative, job-embedded, data-driven, and classroom-focused, and **may include** activities that—

"(i) improve and increase teachers'—

"(I) knowledge of the academic subjects the teachers teach;

"(II) understanding of how students learn; and

"(III) ability to analyze student work and achievement from multiple sources, including how to adjust instructional strategies, assessments, and materials based on such analysis;

"(ii) are an integral part of broad school-wide and district-wide educational improvement plans;

"(iii) allow personalized plans for each educator to address the educator's specific needs identified in observation or other feedback;

"(iv) improve classroom management skills;

"(v) support the recruitment, hiring, and training of effective teachers, including teachers who became certified through State and local alternative routes to certification;

"(vi) advance teacher understanding of—

"(I) effective instructional strategies that are evidence-based; and

"(II) strategies for improving student academic achievement or substantially increasing the knowledge and teaching skills of teachers;

"(vii) are aligned with, and directly related to, academic goals of the school or local educational agency;

District: _____ CEA: _____

"(viii) are developed with extensive participation of teachers, principals, other school leaders, parents, representatives of Indian tribes (as applicable), and administrators of schools to be served under this Act;

"(ix) are designed to give teachers of English learners, and other teachers and instructional staff, the knowledge and skills to provide instruction and appropriate language and academic support services to those children, including the appropriate use of curricula and assessments;

"(x) to the extent appropriate, provide training for teachers, principals, and other school leaders in the use of technology (including education about the harms of copyright piracy), so that technology and technology applications are effectively used in the classroom to improve teaching and learning in the curricula and academic subjects in which the teachers teach;

"(xi) as a whole, are regularly evaluated for their impact on increased teacher effectiveness and improved student academic achievement, with the findings of the evaluations used to improve the quality of professional development;

"(xii) are designed to give teachers of children with disabilities or children with developmental delays, and other teachers and instructional staff, the knowledge and skills to provide instruction and academic support services, to those children, including positive behavioral interventions and supports, multi-tier system of supports, and use of accommodations;

"(xiii) include instruction in the use of data and assessments to inform and instruct classroom practice;

"(xiv) include instruction in ways that teachers, principals, other school leaders, specialized instructional support personnel, and school administrators may work more effectively with parents and families;

"(xv) involves the forming of partnerships with institutions of higher education, including, as applicable, Tribal Colleges and Universities as defined in section 316(b) of the Higher Education Act of 1965 (20 U.S.C. 1059c(b)), to establish school-based teacher, principal, and other prospective teachers, novice teachers, principals, and other school leaders with an opportunity to work under the guidance of experienced teachers, principals, other school leaders, and faculty of such institutions;

(xvi) create programs to enable paraprofessionals (assisting teachers employed by a local educational agency receiving assistance under part A of title I) to obtain the education necessary for those paraprofessionals to become certified and licensed teachers;

"(xvii) provide follow-up training to teachers who have participated in activities described in this paragraph that are designed to ensure that the knowledge and skills learned by the teachers are implemented in the classroom; and

"(xviii) where practicable, provide jointly for school staff and other early childhood education program providers, to address the transition to elementary school, including issues related to school readiness."

<https://learningforward.org/who-we-are/professional-learning-definition>

APPENDIX H

SPECIAL EDUCATION

If there is a vacant position of at least one certified special education teacher, the District will provide compensation to other certificated educators to develop IEPs and monitor the progress of those students with disabilities. To initiate this process, a building principal will contact the Director of Special Services and their Director of Instruction to notify them of the vacancy and discuss utilization of staff. The Director of Special Services must pre-approve the staffing vacancy and collaborate with the Office of HR to identify a certified special educator to be compensated. Teachers and staff eligible for this IEP writing and progress monitoring time are those who hold certification in special education. Additionally, to be eligible for compensation, teachers must complete a required online, asynchronous course annually in the IEP process and achieve an 80% passing score on the course final assessment. IEP writing hours are to be completed outside of the standard school day. After the work has been completed, a payment request must be sent to the building principal and then approved by the director of Special Services. The District staff reserves the right to conduct random audits for IEPs to ensure that they meet compliance standards. If audit results show patterns of compliance errors, compensation may be discontinued. The staff member will be paid the state rate.