



# COLLABORATIVE AGREEMENT

BETWEEN THE

Colonial School District  
Board of Education

AND

Colonial Education Association DSEA/NEA

SEPTEMBER 1, 2020 through AUGUST 31, 2021

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## **INTRODUCTION**

We believe that creating a culture of collaboration and cooperation is vital to the success of our district.

We commit to:

- maintain positive relationships
- open lines of communication
- using problem solving strategies
- transparency in the sharing of information
- working together in the best interest of all parties

Collaborative resolution of problems serves the long-term mutual interest of the Association and the District, demonstrating that Colonial School District is a leader in education.

## **WITNESSETH**

**WHEREAS**, the Board has an obligation, pursuant to and consistent with Chapter 40, Title 14, Delaware Code, to negotiate with the Association as the representative of employees hereinafter designated, and

**WHEREAS**, the parties have collaboratively reached certain understandings which they desire to confirm in this agreement, and

**WHEREAS**, the parties believe that ongoing discussion of issues of mutual concern related to this agreement will occur, be it

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

### **ARTICLE 1**

### **NEGOTIATION OF AGREEMENT**

- 1:1 This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been 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 and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 1:2 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 1:3 Negotiations over a successor agreement shall, if requested in writing by either party, begin no later than six (6) months prior to the expiration of this agreement unless the parties mutually agree to another date.
- 1:4 This agreement only covers the regular school year unless the Agreement specifically provides otherwise.

**ARTICLE 2**  
**RECOGNITION**

- 2:1 The Board hereby recognizes the Association as the exclusive negotiating representative of the certificated non-administrative employees, not including substitutes, supervisory or staff personnel of the District, in all matters specified in Chapter 40, Title 14, Delaware Code, unless another provision of the Delaware Code supersedes this section.
- 2:2 Definitions
- 2:2.1 “Board” as used in this Agreement shall mean the Colonial Board of Education.
- 2:2.2 “Employee” as used in this Agreement shall mean any certificated non-administrative employee not including substitutes, supervisory, or staff personal; and reference to employees shall be deemed to include both the male and the female and both singular and plural.
- 2:2.3 “Association” as used in this Agreement shall mean the Colonial Education Association, Delaware State Education Association National Education Association (DSEA/NEA).
- 2:2.4 “District” as used in this Agreement shall mean the Colonial School District.
- 2:2.5 “School Days” as used in this Agreement shall mean those days on which employees are scheduled to report for work according to the official District calendar.
- 2:2.6 “Substitutes” as used in this Agreement shall mean employees not covered by individual, temporary, or regular contracts of employment.
- 2:2.7 “Special School or Special School programs” as used within this Agreement shall include the John G. Leach School, The Wallin School, Colwyck Pre-K and Integration and CASL sites for students who qualify because of their IEP.
- 2:2.8 “Interest Based Bargaining” – a negotiation strategy in which parties collaborate to find a “win-win” solution.
- 2:2.9 “Emergencies” shall be defined as unexpected, unplanned or unscheduled events.

**ARTICLE 3**  
**INTEREST-BASED DECISION MAKING**

- 3:1 CEA and the District agree to continue and to expand their joint commitment to use Interest-Based Decision-Making strategies and procedures at all organizational levels where decisions and problems related to this agreement occur. This is a mutual interest to both CEA and the District in maintaining a collaborative work environment.
- 3:2 Interest-Based Decision Making is an ongoing process that is designed to create a “win-win” situation for all stakeholders. CEA and District representatives will meet to discuss a common interest to both parties.

- 3:2 They will follow the Interest-Based Decision-Making process to solve one problem or make single collaborative decision. This process will be used for organizational levels of mutual interests between stakeholders.
- 3:3 CEA and the District agree that this collaborative process will be used throughout the school year at the building and district levels when problems (issues, concerns, misunderstandings, etc.) occur. It is the belief of both CEA and the District that problems need to be addressed quickly, efficiently and at the level closest to the problem whenever possible. The Interest-Based Decision-Making process is a long-term mutual interest of both CEA and the District to help maintain productive and open communication and relationships with both parties.
- 3:4 As a part of this collaborative agreement, CEA and the District agree that specific decisions and problems surrounding the topics of discipline, additional staff time commitments, lack of substitute coverage, etc., need to be addressed at various organizational levels using the principles and processes of Interest-Based Decision Making. To facilitate this process, all buildings will have an Interest-Based Decision-Making Team and there will be a District level Interest-Based Decision-Making Team and additional teams when needed.
- 3:4.1 **Building Level Interest-Based Decision-Making Teams**  
All school buildings will have at least one monthly meeting (additional meetings if needed and mutually agreed) with CEA representatives and the building principal to discuss concerns at the building level. The purpose of these informal meetings is to identify and discuss problems that are raised by either the school administration or the CEA members. Problems that can be collaboratively resolved will be resolved and communicated promptly to all stakeholders. Problems that cannot be resolved or may need additional review will be sent to the District Level Interest-Based Decision Making Team or establish an Ad Hoc group of both CEA representative and school administration to serve as co-facilitators to develop a mutual resolution recommendation. If this process is not working to the satisfaction of either party or the Ad Hoc group cannot reach a consensus resolution, a request for assistance can be directed to the District level administration.
- 3:4.2 **District Level Interest-Based Decision-Making Teams**  
CEA and District designees will meet a minimum of one time per month to discuss issues of mutual concern. The purpose of this meeting is to collaboratively address and resolve any CEA or District concern or problem in a mutually agreed resolution using the interest-based strategies promoted in this agreement. It may be mutually agreed that a workgroup consisting of CEA and District members needs to be assembled to develop a problem-resolution recommendation.
- 3:4.2.1 The process of the workgroup would entail identifying a task(s) and a timeline(s) using a collaborative decision-making process to reach a resolution. The group members shall be provided guidance on their roles and responsibilities. Updates and/or mutual agreements will be shared with CEA and District members of the District Interest-Based Decision-Making Team who will then ensure implementation of the recommendations or mutual agreements.

- 3:4.3 CEA and District have a mutual interest to have this agreement be a “living document”. If there are concerns or unclear language to either party in this document, a sub-group of the Interest-Based Bargaining Team will meet to resolve the issue using the Interest-Based Decision-Making Process. It is the desire to have contract language concerns be addressed and resolved with a mutual agreement between all stakeholders.
- 3:4.4 Continuing in the Collaborative spirit, CEA and the District agree to have the Interest-Based Bargaining Team continue to meet over the next 3-year period to review, edit and/or modify the language of this agreement to a more “user friendly” form. The new language will be ready to be presented for the next Interest-Based Bargaining Team’s consideration prior to the next contract negotiations.
- 3:5 As it is a primary interest of all stakeholders in the Colonial School District to be collaborative, transparent and respectful of each other, training in the Interest-Based Decision-Making process will continue to all staff. It is the goal for all staff to have this training in order to use the process throughout the District in all levels of decision making that is of mutual interest to the CEA and District. Initial training and subsequent refresher trainings will be collaboratively developed and delivered not later than November 15th.

#### **ARTICLE 4**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- 4:1 In the event that an employee requests and is granted an assignment which requires additional certification, the cost of the course work for such additional certification shall be borne by the employee. In the event of involuntary transfer requiring a new certificate (not to maintain current certification), the Board shall pay the full cost of tuition and necessary expenses.
- 4:2 Reimbursement for travel, lodging, and food expenses incurred while an employee is involved in professional development activities shall be at the rate approved by the Board and in accordance with established procedures.

#### **ARTICLE 5**

### **FACILITIES AND SUPPLIES**

- 5:1 The standards set forth herein are considered to be the standard for employee facilities, and the Board will make every reasonable effort to provide such facilities when new buildings are designed or existing buildings are renovated; the Board will make every reasonable effort to comply with these standards.
- 5:2 An easily accessible communication system shall be provided so that employees can communicate quickly with the main office of the building.
- 5:3 Where available, adequate off-street parking facilities shall be identified for employee use.
- 5:4 Suitable storage space with locks shall be provided for each employee to store personal articles. The District shall not assume responsibility for loss or damage of such items.

- 5:5 Classroom windows shall have appropriate window coverings where necessary.
- 5:6 Instructional materials (such as pens, pencils, markers, copier and lined paper) required in daily employee responsibility shall be provided upon approval by the building administrator.
- 5:7 Subject to administrative approval, the faculty shall have the right to install a reasonable number of vending machines in any faculty lounge. The proceeds from all such machines shall be used by that school's faculty.
- 5:8 An employee work area and access to necessary copying equipment will be provided in each school to aid in the preparation of instructional materials.
- 5:9 Accessible telephones in relatively private areas shall be provided in each building in a ratio of one to twenty employees. In addition, a telephone shall be provided in the classroom of the president of the local Association or in an area easily accessible to the president. Telephones available in every classroom shall not be utilized for personal calls during the normal class time except in emergency.
- 5:10 A furnished faculty lounge shall be provided in each school.
- 5:11 A serviceable desk and chair will be provided for the use of each employee.
- 5:12 Necessary filing space will be provided upon the request of the employee.
- 5:13 Employee restrooms, separate from students, will be provided in each school.
- 5:14 A dining area, separate from students, for the use of all employees will be provided in each school.
- 5:15 Chalkboard/dry erase board will be provided in each classroom.
- 5:16 Employees who work in more than one school building will be assigned a work area and have access to lockable storage space in each school.
- 5:17 Employees shall have access to operable instructional technology in each classroom for use in the instructional program. Reasonable effort shall be made to maintain such equipment. If said technology is not operable, the employee shall submit a technology ticket. If the issue is not resolved, the issue will follow the IBDMT process.
- 5:18 A serviceable clock will be provided in each classroom if requested by the employee.

**ARTICLE 6**  
**MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

6:1 Special Assistance

6:1.1 When in the judgment of an employee, a student requires the attention of the principal, assistant principal, counselor, psychologist, or other specialist, the employee shall inform the principal or his/her designee. The principal or his/her designee will assess the information relayed and confer with the teacher or other appropriate staff as necessary. When the employee advises the principal or his/her designee in writing of the matter, the principal or his/her designee shall advise the employee in writing of the disposition of the matter. If, in the judgment of the principal or his/her designee a conference is desirable, he/she shall arrange within a reasonable time for a meeting among the appropriate parties to discuss the problem and for a resolution to be made by the administration.

6:2 Disruptive Students

6:2.1 In accordance with the Colonial School District Student Code of Conduct, an employee may request an administrator or designee to remove a student from his/her classroom when the disruptive behavior or continued presence of that student is detrimental to the learning of other students. The office should be notified immediately of a student who must be removed from class, and normally, the student should be escorted from the classroom by an administrator or designee. A student so removed shall be returned to class only after administrative adjudication of the problem. Written notification of such adjudication shall be given to the employee within three (3) school days. The parties recognize that it is not desirable, except in cases of emergencies, to use an employee's classroom or library as a place to send disruptive students or as a holding area for unsupervised students unless mutually agreed upon.

6:2.2 Any employee who believes that the Student Code of Conduct was not applied properly can file a complaint with the building principal or their designee. If the employee is not satisfied with the response of the building principal/designee, he/she may request review of the complaint with their immediate supervisor.

6:2.3 A copy of all written discipline reports along with the resolution will be placed in the student's file and will be cumulative for the current school year. Employees will have access to all discipline records of students they teach, or of students referred by the teacher to the administrator for discipline reasons on a need-to-know basis as decided by the administration.

6:3 Assault on Employees

6:3.1 Principals shall report all cases of assault or offensive touching suffered by an employee in connection with employment to the appropriate administrative and police authorities in compliance with law and regulations. The District and employee will share information relating to such reported cases. The employee will be kept apprised of the status of the case. Principals will consider a teacher's request that a student who has assaulted that teacher will not be returned to the teacher's class.

6:3.2 Committee – The Association and the Board agree that periodic review of the Student Code of Conduct is desirable. Keeping that goal in mind, the Board agrees that (a) any administrative review or recommendation(s) for change in the Code of Conduct shall be done with Association input and review prior to the recommendation(s) being submitted to the superintendent or the Board of Education; (b) if the superintendent determines that a committee shall be established for the purpose of reviewing the Code of Conduct, then the Association shall be entitled to appoint one representative for each building level makeup. The Association shall be responsible for the selection of all bargaining unit positions designated for the committee. If the superintendent intends to appoint additional teachers to the committee, he/she shall give prior notification to the Association and meet to discuss the appointments with the Association President.

**ARTICLE 7**  
**PROTECTION OF EMPLOYEES AND THEIR PROPERTY**

- 7:1 The Board and the Association agree that effective means for the protection of employees and property are essential to the smooth functioning of the District.
- 7:1.1 The Board and the Association are committed to maintaining a civil environment in the workplace. All Colonial School District employees shall treat each other and members of the public with respect and will expect the same in return. Please refer to § D Board Policy #702, Civility in the Workplace.
- 7:2 Employees shall not be required to work under unsafe or unhealthy working conditions. Employees shall report all unsafe or hazardous conditions to the administrator in charge or to the administrator’s designee.
- 7:3 If an employee’s report of an unsafe, hazardous, or unhealthy working condition is made in writing, the administrator shall provide a written response as soon as practical, but in any event, within three (3) work days, as to whether the administrator agrees with the employee’s description of the work condition and what steps can and will be taken, if any, to remedy the situation. If the condition is not resolved, a grievance may be initiated at Level Two.
- 7:4 Employees shall immediately report cases of injuries suffered by them in connection with their employment to their school nurse and principal or other immediate supervisor.
- 7:5 The employer shall take reasonable precautions to provide protection for an employee’s vehicle and other personal property while on school property but shall not assume liability for loss or damage.
- 7:6 The insurance of any employee who elects to transport students in his/her personal vehicle will be the primary insurance in the event of an accident. The District insurance policy is secondary. Employees shall not transport students in their personal automobile.
- 7:7 Employees who use their own automobiles in the performance of their normal duties shall be reimbursed for such required travel at the rate provided by the Delaware Code.

- 7:8 Where feasible, and where acceptable alternative facilities exist, and upon request of an employee, instruction shall not continue in a classroom when there are unreasonable temperature conditions. Unreasonable temperature conditions are defined as temperatures +/- 7 degrees from the targeted temperatures (Heat 72 degrees/Air 74 degrees). These set points were based on the recommendations from the Colonial Energy Savings Project with Seiberlich Trane. Absent mechanical problems, building heating levels maintained during the school day shall continue at those approximate levels or until the end of the teachers' scheduled workday.
- 7:9 Employees other than school nurses will not be required to perform nursing duties except in an emergency. In such a case, a qualified medical person will be brought on the scene as soon as possible, and the teacher shall be held harmless from liability by the Board, unless the employee's act or omission amounts to gross negligence or willful and wanton misconduct.

## **ARTICLE 8**

### **EMPLOYMENT**

- 8:1 Employees shall be notified of their employment status for the next fiscal year pursuant to law.
- 8:2 Employees (except those laid off) may submit to the building administration their course, grade and/or room preference for the following year. Employees (except those laid off) will be given written notice of such assignment or changes therein as soon as practicable.
- 8:3 It is the stated goal of the parties to the agreement that employees (except those laid off) shall be notified in writing of their building assignment for the ensuing year by the end of school. If a subsequent change is necessary after the end of the school year, the employee will be notified in writing as soon as the change becomes evident.
- 8:3.1 It shall be a goal of the District to limit an employee's assignment to two (2) buildings. However, failure to do so shall not be subject to the grievance procedure.
- 8:4 All openings for positions in optional summer programming shall be posted by the superintendent or his/her designee, ten (10) calendar days prior to the application deadline.
- 8:4.1 No vacancy posted per 8:4 shall be filled by persons outside the District until all certificated applicants from the District staff have been considered. Employees on the recall list shall have full application rights for such positions and shall be considered after current employees and prior to outside applicants.
- 8:5 Annually all EPER positions, except coaching positions, shall be posted in the building in which the need exists, at least ten (10) calendar days prior to the application deadline. If the position is not filled from within the building, it shall be posted district-wide for at least ten (10) calendar days prior to the application deadline. Vacant coaching positions shall be posted at least ten (10) calendar days unless the vacancy occurs fifteen (15) calendar days before practice begins and the end of the season, in which case no posting is required.

- 8:5.1 Employee participation in extracurricular activities which extend beyond the regular scheduled school day shall be voluntary. Employees of the building shall be given first opportunity to fill vacant extra-duty positions. If a position is not filled from within the building it will then be opened to all employees of the District. After every effort has been made to fill the position on a volunteer basis by District-wide advertising, volunteers shall be sought from the community. Athletic positions shall, however, be filled in accordance with Delaware Interscholastic Athletic Association (DIAA) rules and regulations. If a community applicant, acceptable to the building administrator, is not available, the building administrator may then assign an employee to fill said position. This involuntary assignment shall be for no longer than one (1) year and said employee shall not be involuntarily assigned in the same year to any other extra-duty position. Employees who are hired to perform extra duty outside the normal workday shall be paid according to Article 17:3.1.
- 8:6 In general, employees of the District shall be given consideration to provide homebound instruction occurring beyond the normal school day for students assigned to them. The District, however, reserves the right to establish the homebound instruction program in a manner it believes to be most beneficial to students.
- 8:7 Paraeducator shall be under the direction of the classroom teacher during the time the Paraeducator is assigned to said teacher. However, it is understood by the parties that both the teacher and the Paraeducator shall be under the direction of the building administrator during the employee(s) workday.
- 8:8 Special education teachers shall not be required to accept the assignment of volunteer aides.
- 8:9 Supervision of a student teacher, methods student, or college student involved in a practicum or internship shall be voluntary.

**ARTICLE 9**  
**EMPLOYEE WORK YEAR**

- 9:1 The work year for employees who are employed on a ten (10) month, an eleven (11) month, or a twelve (12) month basis will be as prescribed by state law. This may be defined as days or equivalent hours. The parties agree to meet no later than May in each year to discuss snow hour plans.
- 9:1.1 Three (3) days prior to the beginning of the school year will be established to provide professional development and classroom set up for teachers. Each of these days will count towards the number of required workdays for teachers. Within the first two (2) days, schools must allow for 7 hours of classroom preparation. The amount of time allocated for classroom preparation may be split into a minimum of 3.5 hour consecutive increments. The third day is considered a flex day that allows for additional classroom preparation time that may be used at the teacher's discretion. This may occur either in the building or out of the building without an expectation for documentation.

- 9:2 The above-stated maximum number of workdays for each category may be extended two (2) additional days for new employees for the purpose of orientation and staff development.
- 9:3 State-funded positions in special school programs requiring workdays in excess of the ten-month work year shall be filled on a voluntary basis. If these positions are not filled from current program staff, the positions shall be open to all qualified persons, with district employees being given preference. In choosing among qualified personnel, seniority will be a factor. If there are not sufficient qualified applicants, qualified special school employees may be assigned to said positions. Assignments will be on a rotating basis. Employees having the least amount of continuous service in the District and the least number of rotational and voluntary special school assignments will be assigned first. Notification of these involuntary assignments will be made on or before June 1.
- 9:3.1 Employees hired in the special school programs will be informed of the possibility of assignment during the extended school year as required by the IEP process.
- 9:3.2 Interest-Based Decision-making process will be used to establish the staff assignments during the extended year.

## **ARTICLE 10**

### **TIME REQUIREMENTS**

- 10:1 The employees' normal in-school workday shall be consistent with State Law, which is currently seven and one half (7-1/2) hours. Staff employees who are assigned to both elementary and secondary schools (grades K-12) shall follow either an elementary or secondary schedule and work in accordance with the teacher's normal workday (7-1/2 hours).
- 10:2 Employees shall not be required to "clock in or out" but may be required to initial a roster upon arrival at their work location. Should an employee leave the building during the workday, he/she will sign out and sign in when they return. Building IBDMT should determine the sign out and sign in process for their building. Should an employee find it necessary to be absent, he/she shall notify the appropriate administrator or designee in accordance with administrative regulations.
- 10:3 Planning and preparation time is to be scheduled during the regular student day and should be used for the purpose of professional preparation and other professional responsibilities related to the employee's assignment including such things as materials, lesson plans, consulting with parents, collaboratively scheduled meetings with administration and co-workers, etc. As a professional, staff need to maintain their planning time for these activities in order to accomplish these goals and budget his/her time according to his/her professional judgment. On infrequent occasions, an employee may leave the building in accordance with District procedure.

- 10:4 Employees shall have a daily consecutive 30-minute duty-free lunch period in addition to planning and preparation time. The duty-free lunch period will be uninterrupted except in the case of emergencies or unforeseen circumstances. Such lunch period shall occur during the time scheduled for student lunches except in schools where there is only one lunch period in the student day, or when another time has been mutually agreed upon by the employee and the building administrator. The employee may leave the building during duty-free lunch periods in accordance with established District procedures.
- 10:4.1 Employees with assignments that require travel during the workday will receive appropriate travel time, lunch and planning.
- 10:5 The Board and Association agree that meetings may need to be conducted beyond the normal workday.
- 10:5.1 The schedule of required meetings will be developed at the building level following the collaborative process. Up to three (3) 45-minute meetings per month beyond the employees' normal in-school workday may be used for required meetings. These meetings may be added before or after the employee's normal in-school workday.
- 10:5.2 Required meetings are to be for the purpose of proper instructional placement of students (SIT, grade level, etc.), development and implementation of curriculum (department, grade level, faculty, etc.), and the operation of the school site (faculty, department, etc.).
- 10:5.3 Employees who attend meetings on a voluntary basis or as part of EPER shall not include the time spent at these meetings as part of the 135 minutes.
- 10:5.4 Essential meetings to resolve critical school issues may be required beyond the provisions of 10:5.1
- 10:6 Planning and Preparation Time
- 10:6.1 Each employee shall receive a minimum of two hundred twenty-five (225) minutes per week of planning and preparation time within the student day. Such time should be in increments of 45 consecutive minutes. In the event of an abbreviated student day or emergencies (as defined in this agreement), every attempt will be made to equitably distribute planning time within that day.
- 10:6.1.1 Throughout the school year, employees and building administrators shall use the Interest-Based Decision Process to discuss the feasibility of restructuring employees' duties and responsibilities so that planning time might increase.
- 10:6.2 Employees shall not lose their planning and preparation, except in an emergency as defined in the Definitions section of this collaborative agreement.

- 10:6.3 Employees shall not normally be required to collect money for community drives, student pictures, or student insurance. This provision does not apply to collection of envelopes without regard to content. Employees shall be responsible for collecting and transmitting money to be used for educational purposes such as field trips and fund-raising activities. All money collected should be deposited in accordance with District and State of Delaware regulations.
- 10:6.4 Within the confines of the total school program, the building principal shall attempt to assign employees on District-designated teaching teams to the same planning and preparation time. In addition, the building principal at his/her discretion shall make reasonable effort in scheduling planning and preparation time to accommodate unique program or teaching needs.
- 10:6.5 With respect to teaching preparation, when a departmentalized schedule is used, the building principal shall make reasonable effort in meeting program needs, to limit the number of preparations so as not to be unduly burdensome to the teacher.
- 10:6.6 When an employee is assigned to more than one (1) building reasonable effort shall be made to limit the number of buildings so as not to be unduly burdensome to teachers while still meeting program needs of the District.
- 10:6.7 All teachers shall maintain up-to-date lesson plans. No teacher shall be required to submit daily or weekly lesson plans, but such plans shall be made available to the administrator upon request. In the event a teacher is absent, instructional plans for three (3) days in advance must be available for substitute teachers.
- 10:6.8 A teacher shall have four (4) full workdays to turn in grades from the date specified by the building administrator. If no date is specified by the building administrator, then grades will be due to the building administrator four (4) full workdays from the close of the last day of the marking period and interim report period. It is understood that planning/preparation time on these four days will be used for the analysis of student data. End of the year grades are excluded from the provisions of this article.
- 10:6.9 The Board and the Association agree that the pupil/teacher ratio is an important part of an effective educational program and problems arising from this ratio may be discussed in a collaborative process. Refer to Article 3 and Appendix C.
- 10:6.10 All employees will receive four (4) half days during the course of the year for the purpose of fulfilling professional responsibilities which shall be performed in the building. Examples of professional activities include data entry; curriculum development; classroom planning; meeting district, state, or federal mandates; or other professionally related activities, as determined by the teacher, and approved by the Principal.

Such days shall be collaboratively set by the District and the Association during the calendar discussion, and will occur between the first student day and the last student day, with preference to scheduling them in conjunction with the interim reporting window for each marking period.

10:6.10 Principals may monitor these functions and may require a record of the employees' activities.  
(cont.) Should weather contingency days be exhausted prior to the use of one or more of these days, the remaining days will be converted to make-up days/hours in lieu of lost contingency time.

10:7 IEP Meetings/Writing

Some combination of the following options will be extended to educators responsible for the purposes of IEP writing and IEP meetings. Exercising of these options should be teacher initiated and collaboratively determined with the principal.

10:7.1 Principals will provide the option of finding coverage whenever possible for IEP meetings.

10:7.2 Principals will offer the following options to support IEP writing:

- Offer snow hours for IEP writing
- Extended snow hours opportunity for special education.
- Offer last professional development days for flex day for those who wrote IEP's.
- Set aside designated time for IEP writing with principal discretion during regularly scheduled professional development days.

10:7.3 A Special education workgroup consisting of 5 Association members appointed by CEA President and 5 administrators appointed by Superintendent to meet at least quarterly. The purpose of the meeting is to discuss "Special Educator Time" in IEP meetings, writing IEP meetings. Minutes of such meeting shall be distributed to all.

## **ARTICLE 11**

### **EMPLOYEE RIGHTS**

11:1 The Board or its designated representatives shall not discriminate against, interfere with, restrain nor coerce employees in the right to organize, join, or participate in lawful Association activities.

11:2 Any suspension of an employee pending the disposition of charges which could lead to termination shall be with full pay and benefits. However, in cases where the employee is the subject of felony criminal charges, the District may place the employee on administrative leave without pay after the charges have been formally 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. If the employee is exonerated of all felony criminal charges, back wages will be reimbursed.

11:3 No employee shall be disciplined, reprimanded, or reduced in pay except for just cause. This section shall not apply to nonrenewal of teachers. Any such action will be conducted with due regard for privacy.

11:4 When an employee is requested to participate in an interview or meeting, the employee shall be informed of the purpose and if the employee reasonably believes the investigation or meeting will result in disciplinary actions, the employee has the right to refuse to submit to the meeting or interview without Association representation.

- 11:5 If an employee is required to appear before the Board or an agent thereof, for the purpose of confronting the employee with allegations of wrong doing, and the results of that meeting could adversely affect the employee's continued employment, salary, or any increments, the employee shall be given prior written notice and specific reasons for such meeting or interview at least forty-eight (48) hours in advance.
- 11:6 The forty-eight (48) hours written notice prescribed in 11:5 shall not be deemed applicable to those situations where there are reasonable grounds to believe that such notice will result in the destruction of or non-availability of necessary evidence and witnesses.
- 11:7 An employee required to appear under 11:4 or 11:5, shall be entitled to have an Association representative of the employee's choice present to advise and represent the employee during such meeting or interview.
- 11:8 In all cases where Association representation is permitted in this Article, the employee must request Association representation, or such right will be considered to have been waived. Representation may be requested at any point during the meeting. If the employee requests representation, the employer shall, if needed, postpone the meeting for a reasonable period of time in order for the employee to secure representation.
- 11:9 The provisions of 11:4 and 11:5 shall not apply to classroom conversation related to the giving of instruction training, or suggestions in areas of improving work techniques.
- 11:10 The teacher shall have the responsibility for determining grades within the grading policy of the District. Any changes to teachers' grades must adhere to Title 14 Section 4132.
- 11:11 Teachers shall receive, as soon as practicable, notification of students being added to or removed from class as soon as possible. Upon the request of the teacher, information concerning a student transfer shall be provided on a "need-to-know" basis as determined by the administration.
- 11:12 The personal life of an employee shall not concern the Board unless the employee's away from school conduct has a direct impact upon the employee's job performance.
- 11:13 When a parent requests a conference with an employee, the employee should schedule the conference at a mutually agreeable time. If a community/legal representative also attends the conference with or without prior notice, the employee may meet with the parties or request to have the building administrator/designee present. If the building administrator/designee is not available, the conference will be rescheduled for a mutually convenient time.
- 11:14 The parties agree that it is important for employees to model appropriate dress in order to establish a professional environment in our schools that is conducive to learning and to promoting the expectation of good behavior. Employees should dress in a manner consistent with his/her job duties and suitable for the subject of instruction or the task being performed. In no way should an educator's attire cause a distraction to the educational purposes of the school. This must be applied in the context of the activity, age, and abilities of the students served, and the physical environment at the time. Should an employee wear what is considered by his/her administrator to be inappropriate attire, he or she shall be so advised by the administrator. If the behavior persists, the Association will be approached to discuss appropriate dress with the employee.

## **ARTICLE 12**

### **EMPLOYEE EVALUATION**

- 12:1 Evaluation and judging of an employee's performance shall be for, but not limited to, the following purposes:
- (a) To provide teachers with feedback and support for continuous self-improvement
  - (b) To motivate members of the staff to participate in formulating and evaluating instructional programs
  - (c) To provide an atmosphere of cooperation between administrators and teachers throughout the evaluative process.
  - (d) To provide information for professional development decisions and staff improvement programs.
  - (e) To provide information for making judgments about personnel promotions, reassignments, tenure, and dismissal.
- 12:2 The District will follow the Colonial Professional Growth Framework as the employee appraisal system for school employees. Recommendations for change/modifications shall be made by April 1 from the Professional Growth Framework Work Group to the Association Executive Board by May 1. A Professional Growth Framework Guidebook will be developed and published by April 1.
- 12:3 Sound administrative practice dictates that observation of an employee's less-than-satisfactory work performance shall be made known to the employee as soon as possible. Classroom observations shall be conducted openly and with the full knowledge of the employee. Records of all other observations of the employee's work performance which are to be made a part of his/her file, will be made known to the employee.
- 12:4 Employees shall have the opportunity to provide advance information about the instructional climate to their appropriate supervisor.
- 12:5 Employees may suggest alternate or additional times for formal observations because of classroom activities.
- 12:6 Except as otherwise provided herein, the parties recognize that employees' participation of non- participation in EPER or club activities is voluntary and, therefore, should not be a factor in the evaluation of employees. In addition, the parties acknowledge that the District's evaluation procedure has not been developed for the purpose of evaluating employees in the performance of their extra-curricular activities. However, misconduct in such activity may be cause for discipline.
- 12:7 Employees approved and compensated for performance EPER duties and responsibilities which are an extension or application of a course or program taught in the school, will be evaluated on their performance in this EPER position using the appropriate appraisal form and procedures.

**ARTICLE 13**  
**PERSONNEL RECORDS**

- 13:1 Employee personnel files shall be maintained in the District Personnel or Human Resource Office.
- 13:2 The Board and its agents agree that it shall not establish any other personnel file.
- 13:3 Employees shall have the right to review their personnel file, with the exception of confidential materials, at a time mutually agreeable to the employee and the Personnel Director or designee. In any event, such review shall take place within five (5) working days of the employee's request, provided there shall not be an inordinate number of requests. "Confidential material" shall be defined as documents gathered in connection with an employee's application for employment.
- 13:4 An employee may have a representative of the Association present during such review; however, the personnel file shall not be taken from the office by the employee and shall be examined in the presence of the personnel officer or designee.
- 13:5 Employees may receive, without charge, copies of up to ten (10) individual pages of non-confidential documents filed in the personnel file. Once the employee has received ten (10) free copies, he/she shall be charged ten (10) cents for each page of additional non-confidential material received except as provided in other provisions of this Agreement.
- 13:6 Any document related to an employee's negative performance which the employee has not been given the opportunity to sign shall not be placed in the employee's personnel file or utilized in any proceeding against the employee. An employee's signature on a document only indicates receipt of the document.
- 13:7 The employee shall have the right to answer any material filed. Such answer shall be attached to the file copy.
- 13:8 Discipline material shall remain in an employee's personnel file for a minimum of 24 months. After the 24-month period, provided that the employee has no similar disciplinary material during that 24-month period, an employee may request in writing to the Director of Human Resources, that material he/she deems unfavorable contained in his/her personnel file be removed. If the request is approved, such documents and all directly related documents shall be removed. The employee shall be advised in writing of the disposition of his/her request.
- 13:9 Anyone who reviews the District file of an individual employee, other than employees of the Human Resources Division, shall do so in a manner prescribed by administrative regulation.
- 13:10 Copies of commendations issued to employees by the Board or administrative personnel shall be placed in the employee's personnel file. Employees may request additional items of recognition be placed in their file at the discretion of the District.

**ARTICLE 14**  
**SELECTION, ASSIGNMENT, INVOLUNTARY TRANSFER AND VACANCIES**

14:1 Overview

March 1 to July 31	Application Process Period
March 1 to July 31	Right of Return Period
August 1 to February 28	Non-Application Period except Career Ladder positions

14:1.1 This section outlines the procedures and processes used to determine the selection, assignment, reassignment, and involuntary transfer of employees. To provide a stable school environment for students, the movement of faculty during the school year will normally not occur except under unique circumstances deemed critical by the District. Because the makeup of a school's faculty is essential to the success of student learning, the procedures outlined in this section support and increase the involvement of faculty members in the decision-making process for the selection of new members.

14:1.2 System-wide and/or school (program) balance may be a factor in determining selection, assignment, or transfer where it is necessary to satisfy the requirements of law and/or affirmative action plans. Employees with documented performance concerns are not eligible to apply for certificated positions. Employees shall only be reassigned to an area for which they are certified or are capable of being certified. The dates or timelines contained in this section are based upon an annual school year with each year standing along.

14:1.3 The District reserves the right to employ individual(s) who have been previously non-renewed or those who can fill a critical employment need. Those individuals shall not receive specific assignments until all employees under contract in their area of certification or assignment have been placed.

14:2 Vacancies

14:2.1 The purpose of this article is to allow employees covered by this agreement every opportunity to: (1) apply for publicized positions, and (2) to provide a fair and impartial review of each employee's candidacy.

14:2.2 Whenever any vacancy in a certificated position occurs, it will be publicized by the Human Resources Division on the District website no less than five (5) work days and distributed to the entire professional staff via the District's electronic mail.

14:2.3 All employees covered by this Agreement cannot apply for these vacancies between August 1 and the remainder of a school year. These vacancies will be filled by an external candidate unless an involuntary transfer occurs.

14:2.4 All employees covered by this Agreement can apply—at any time—for the following vacancies: (1) Student Advisor, (2) Instructional Coach, (3) any other Career-Ladder position, and (4) critical need/certification area.

14:2.5 The District will publicize all vacancies for the following school year between March 1 and July 31 so employees covered by this Agreement can apply for vacancies in accordance with the application procedures stated on the publicized vacancy announcement.

#### 14:3 Assignment

14:3.1 Assignment of faculty within a school(s) or program(s) is based upon certification, interest of the employee, needs of the student, and other related factors. Assignments are classified as: (1) Regular – assigned to a specific school(s) or program(s) based on certification, and (2) Limited duration – assigned to a school(s) or program(s) for a limited period of time based upon certification and/or other specific experience or skills of the individual.

14:3.2 The movement of an employee from one seniority list to another within a school(s) or program(s) is a reassignment. Such changes may be made by the administration in writing and shall not normally take place during the period of May 1 to June 1. The scheduling of a faculty member within a school(s) or program(s) to a particular grade, course, etc., is not a reassignment.

#### 14:4 Involuntary Transfers

14:4.1 Such transfers are initiated by the District based upon defined needs. If an involuntary transfer is to occur from a school, program, or certification area, employees shall be given written notice as soon as possible but no later than one (1) week after such determination has been made. Seniority, student needs, and programming shall may be the deciding factor in the determination of which employee(s) shall be transferred in the category being reduced unless the change requires a particular employee's certification, qualifications, or is necessary to satisfy the requirements of law or affirmative action programs. An employee who is involuntarily transferred shall automatically have the right to return to that school or program if an opening occurs prior to August 1. The right of return is automatic.

14:4.2 In unique situations that impact staff, such as opening or closing of a school, realignment of student attendance patterns, and relocation of programs, the District and the Association agree to collaboratively plan for reassignment of staff.

#### 14:5 Temporary Assignments

14:5.1 The following process shall be used in determining the assignment of involuntary transfers and those employees with temporary assignments. Temporary assignments are given to those employees who are hired after August 1 for the remainder of their initial year of hire. The District reserves the right, in certain circumstances, to hire individuals on a regular contract assignment after August 1 when the vacancy announcement has been identified as a critical need area position on the posting. Right of Return does not apply to a temporary assignment.

#### 14:6 Right of Return

14:6.1 An employee's right of return to a school or program is not a transfer and shall only take place if an opening in that school or program occurs prior to August 1. Right of return applies to employees who have been involuntarily transferred. Right of return does not apply to a temporary assignment. The individual may decide to waive the right of return by notifying the Human Resources Division in writing any time prior to notification of a right of return opening. Additionally, the employee may reject a right of return up to 24 hours after the notification from the Human Resources Division. Initial notification by the Human Resources Division may be verbal and shall be followed by written confirmation. Failure of the employee to communicate with the Human Resources Division within the 24-hour period is considered an acceptance of the right of return. A rejection of a right of return and assignment is a forfeiture of these rights; the employee shall remain in his/her current status.

#### 14:7 Selection/Assignments

14:7.1 All employees under contract shall be given their assignments either through the application process period or they will be assigned to a position after June 1. Transfers to another area of certification shall not occur unless there is a declared opening and all staff under contract in the desired area have been given an assignment. All employees with a right of return must keep the Human Resources Division advised of where they can be contacted during the work week from March 1 through July 31. Failure to do so will result in forfeiture of right of return.

14:7.2 The normal process used to select faculty for a school or program involves a school-based team. The team shall formulate a recommendation for the selection of an individual to fill a declared opening. When the normal team selection process is not practicable, the building principal is responsible for recommending eligible individuals. (The Association shall be notified when this occurs.) When an opening has been declared, the school or program-based selection team made up of an administrator(s) and employee(s) shall decide who, if any, from the request list of applicants/employees should be assigned to that position. This team will screen, interview, and review credentials of all interested individuals, and come to a consensus decision. This team should consider qualifications of the individuals, general information about previous performance provided by the administrator, professional experience, additional training and other pertinent information solicited through the selection process. If a school or program-based selection team consistently rejects internal candidates, an internal candidate may request in writing that the District conduct a review of the process. The District may conduct a review of the process and take appropriate action to address verified concerns. The District shall respond in writing to the complainant within ten (10) business days.

14:7.3 The assignment and/or scheduling of individuals with multiple building or program responsibilities shall be determined with input from the employee. This process primarily applies to elementary specialists (library, phys. ed., music, art, etc.). Each year by April 30, the Schools Division shall survey elementary specialists so that they are able to express their assignment preferences. Preferences, previous assignments, seniority of the individual, and input from Association leadership shall be considered in the scheduling and/or assignment for the coming school year. Efforts shall be made to minimize the number of school(s) or program(s) to which each employee is assigned.

14:7.3.1 Specialists who desire to change from elementary to secondary or secondary to elementary must be certified to teach at the requested level and shall use the Application Process Period (Refer to 14:2:5).

14:7.3.2 Employees who desire District-level assignments (instructional coaches, educational diagnosticians, employees on District assignment, etc.) and have the necessary qualifications may express interest by responding to a written notification about such an opening.

14:7.4 To address specific needs of the District, it may be necessary to move an employee(s) to another location. Such changes shall only take place after a thorough review has been conducted, a determination of the critical nature of the problem is verified, and the Association president has been informed.

## **ARTICLE 15**

### **SENIORITY, LAYOFF AND RECALL**

#### 15:1 Seniority

15:1.1 Seniority shall be calculated as length of more recent continuous service as teacher or administrator in the District by tenured teachers. All non-tenured teachers will be listed alphabetically by area of assignment with their date of hire and date of potential tenure. This list is not considered seniority.

15:1.2 Seniority dates for teachers who were employed prior to spring 1981 shall be the seniority date as established in the spring 1981 seniority roster of the New Castle County School District, adjusted for any time spent on layoff during 1981-1982, and other reasons for adjustment as outline by this Article.

15:1.3 An administrator who elects to be assigned to a bargaining unit position shall be afforded seniority as a teacher commensurate with the time of his/her previous employment as either a teacher and/or administrator within the Colonial School District and as established as an outgrowth of the New Castle County School District. Such service must be continuous, and a resignation is considered a break in service. (Moving from a teacher to an administrative position within the same district is not considered a resignation.)

15:1.4 Seniority classifications shall be determined by the Human Resources Division and shall be based upon the current major assignment and shall be in compliance with the provisions of this Article. The Association president shall be given any change in seniority classification two (2) weeks prior to publication and implementation.

15:1.5 The Human Resources Division shall annually publish a list of all employees by field of current major teaching assignment listed in seniority order. This list shall be published and posted in each school by May 15 of each year. Employees who wish to appeal their placement on this list must do so in writing to the Human Resources Division before April 1 of the year this list is published. A final list shall be published by April 20 each year.

15:1.5.1 In the event two (2) or more employees have the same seniority date the following criteria shall be used in the order enumerated as tiebreakers:

- (a) Total length of teaching service in Colonial School District
- (b) Total length of teaching service in New Castle County
- (c) Total length of teaching service in Delaware
- (d) Total length of teaching service
- (e) Highest educational level on the salary scale
- (f) Lottery

15:1.6 Board-approved leaves of absence shall not constitute a break in service, but will not be counted toward seniority as applied in the Article with the following exceptions:

- (a) Sabbatical Leaves
- (b) Military Leaves
- (c) Leave for Officer of the Teacher Association

## 15:2 Layoff

15:2.1 The superintendent shall determine the number of positions to be reduced, taking into consideration known attrition, and shall apprise the president of the Association of the recommended number of positions. This information shall be kept confidential until after Board action.

15:2.2 To accomplish the necessary reduction in force, employees will be laid off from the field of their current major assignment on the basis of seniority classification, those having the least seniority being laid off first. An employee assigned in more than one area of classification and who is scheduled for lay off may be retained providing that, without the employee's certification combination, an established school program would have to be discontinued. Should this situation arise, the District will first look to reassign employees whose certification will preserve the program. If no other individual can be reassigned to preserve the program, then the identified employee may be retained and the next more senior laid off.

15:2.3 Employees who work in limited duration programs and are scheduled to be laid off because the program(s) is reduced or terminated shall be permitted to return to their former regular teaching field provided they have sufficient seniority. To permit such reassignment, any necessary reduction will be made in that teaching field consistent with seniority.

15:2.4 Employees who have been involuntary transferred or involuntarily reassigned to an assignment that places them in a different seniority classification shall, at the employee's option, be permitted to return to their previous seniority classification provided they have sufficient seniority.

15:2.5 Employees who are on one of the seniority classifications listed below and are scheduled to be laid off in that classification shall, at the employee's option, be permitted to exert their seniority, provided they have sufficient seniority to the least senior employee in the related classification(s) listed below for which they are certificated (hold a standard or professional certificate or only need six (6) refresher hours to renew a standard professional certificate). Such certification or notice of pending certification must be on file in the Human Resources Division prior to March 1 of the year the reduction is made.

<u>Seniority</u>	<u>Related Classification</u>
Elementary 1-6	Kindergarten
Kindergarten	Elementary 1-6

15:2.6 Employees who are laid off shall be placed on the recall list in the subject field from which they were laid off and in any subject field in which they have taught within the previous five (5) years. An employee may request that his/her name be removed from any seniority classification on the recall list. Placement on the recall list will be for two (2) years.

### 15:3 Recall

15:3.1 Recall shall be by order of highest seniority except where an individual with less seniority may possess critical skills needed in a position, and not possessed by the individual with greater seniority. Critical skills are defined as those requiring special certification and/or recorded experience without which an established school program or activity would have to be discontinued.

15:3.2 Notification of recall shall be a phone call from a Human Resources representative. Once the recall notice is delivered, the employee has 48 hours to respond after confirmation of contact. An official notice indicating the employee's response will be mailed to the employee's home address and placed in their personnel file.

15:3.3 An employee who accepts recall shall report on the date indicated by the administration, or at a later date if mutually agreeable.

15:3.4 An employee who refuses a permanent full-time position or accepts a permanent full-time position in another school district, will be removed from the recall list and the District will have no further obligation to the person.

15:3.5 An employee on the recall list who is offered and accepts recall to a temporary or part-time position will not forfeit his/her right to a permanent full-time position or his/her position on any recall list. The person shall be placed at his/her appropriate position on the recall list upon completion of such temporary employment. With administration approval, the person may be placed in a permanent full-time position before the completion of the temporary or part-time employment when such a position becomes available.

15:3.6 An employee who declines a temporary or part-time position shall not be removed from the recall list, but the District shall have no further obligation to offer another temporary or part-time position to such an employee, or to offer the same position if it becomes permanent for the duration of that school year.

15:3.7 Employees who are eligible for recall must keep the Human Resources Division informed in writing of any changes in their address, telephone number and/or certification.

15:3.8 Time lost by an employee laid off and subsequently recalled shall not be considered as an interruption of continuous service, but such time shall not be counted toward seniority. Adjustment of seniority shall be calculated on the same basis as the state determines credit for sick leave.

15:4 Miscellaneous

15:4.1 Employees on Board-approved leaves of absence shall be subject to all provisions herein.

15:4.2 Employees who resign or have been dismissed for any reason other than reduction-in-staff are not subject to the provisions of this Article.

15:4.3 In accordance with Board policy, laid-off employees may continue benefits at their own expense where the company/carrier permits.

**ARTICLE 16**  
**LEAVES OF ABSENCE**

16:1 Leaves of absence, including sick leave, childcare leave, and leaves of absences for other reasons, shall be according to Delaware State Law, Colonial School District's Policies and Procedures, and federal statutes. The relevant State code can be found here: <http://delcode.delaware.gov/title14/c013/index.shtml>. This language is subject to the grievance procedure, but not arbitration.

16:2 Sick Leave

16:2.1 Allowable sick leave for a school year is to be available at the start of the school year. Adjustments for employees who terminate service prior to the end of the school shall be made in their final paycheck. Adjustments shall be prorated based upon sick leave being earned at the rate of one (1) day per month of service to the District.

16:2.2 If the employee is absent from work due to an assault which results in an injury on the job, and if the employee has fewer than four (4) sick days, then the employee would not lose local salary during the four (4) day waiting period required for workmen's compensation.

16:3 Employees shall have access to their attendance history and leave balance through Data Service Center. It is advised that employees should check and confirm their balance as soon as possible but no later than October 30 of each year.

16:4 Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year:

16:4.1 In addition to state provided personal leave, when an employee is required to attend a legal proceeding as a party or is subpoenaed as a witness such absence shall not be charged against sick leave if:

16:4.1.1 The legal proceeding related to school matters and the employee's presence as a party or witness is not caused by any fault or misconduct on the part of the employee as determined by the outcome of the proceedings; or

16:4.1.2 The legal proceeding involves a matter of public interest, as distinguished from a private dispute, and the appearance of the employee as a witness in the proceeding may properly be considered to be the discharge of a civic responsibility. Public interest is defined as the employee being subpoenaed by the defendant or the prosecution in a criminal case.

#### 16:5 Jury Duty

16:5.1 An employee shall receive regular pay for the time spent on jury duty. The employee must submit their certificate of jury duty attendance to their attendance secretary upon returning from jury duty.

#### 16:6 Extended Leaves of Absence

16:6.1 A leave of absence without pay and without credit for experience toward tenure, salary computation, or pension eligibility or computation, will be granted up to one (1) year for:

1. The illness or disability of an employee; or
2. The purpose of caring for a critically ill member of the employee's immediate family.

Extensions of the above leaves may be granted at the discretion of the Board.

16:6.2 Any employee adopting a child up to prekindergarten age may receive a leave on conditions similar to maternity leave, which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

16:6.3 Employees may be granted an unpaid leave of absence of up to one (1) year for the purpose of childcare or child rearing.

16:6.4 Any employee on maternity leave will be permitted to substitute in the District.

16:6.5 Leaves of absence for other reasons may be considered on an individual basis. Such leaves, when granted, will be on the basis of an agreement between the Board and the individual employee provided such agreement is consistent with the terms of this Agreement.

16:6.6 Upon application, an unpaid leave of absence will be granted to any employee for the purpose of serving in an Association elective office, or staff position at the local, county, state or national level. Such leave shall normally not exceed four (4) consecutive years nor be granted to more than two (2) employees during the same school year. The Board may grant exceptions to this article on a case-by-case basis.

- 16:6.7 At the end of an extended leave, the employee shall be accepted into full time employment by the Board and assigned the same or similar position to the one from which leave was granted. In no case may an assignment be made so as to invalidate a person's certification status or bring about a reduction in salary.
- 16:6.8 Employees on extended leaves of absence granted under 16:6 shall be able to continue to participate in Board-sponsored group benefit programs at their own expense if the company providing such benefits agrees.
- 16:7 The employee on extended leave granted under 16:6 shall notify the Human Resources Director of the employee's intention to return. Such notification shall be made by certified mail, return receipt requested and should be submitted two (2) months prior to the expiration of the leave or two (2) months prior to the date on which the individual seeks to return to work, whichever is earlier. For a leave from which the employee would return to employment at the beginning of a school year, notification must be given by April 1. Failure to notify the Human Resources Division prior to these deadlines will serve to convert the leave to a resignation, providing the Human Resources Division has sent a certified letter to the employee's last known address reminding the employee of the deadline.

**ARTICLE 17**  
**SALARIES AND FRINGE BENEFITS**

17:1 Salaries

17:1.1 The salaries of all employees covered by this Agreement, as of the effective date of this Agreement, shall be the salaries as prescribed by Chapter 13, Title 14, Delaware Code, plus a supplement from District funds in the amounts set forth in Appendix A which is attached.

17:1.2 Employees shall receive a longevity stipend:

Effective September 1, 2014

at Step 6-10	\$ 800
at Step 11-15	\$1,300
at Step 16-19	\$1,800
at Step 20-23	\$2,900
at Step 24-27	\$3,700
at Step 28 and above	\$4,500

17:1.3 Recruitment and Retention Incentives:

Effective September 1, 2017

First Year	\$2,000
Second Year	\$2,000
Third Year	\$2,000

A recruitment and retention incentive are available for new employees (first time working for the school district). Employees will be eligible for the recruitment and retention incentive as of the first year of a regular contract. Such incentive will be paid in October following the year of eligibility assuming continued employment at the District at the time of payment and will continue each October for the three-year period.

In order to receive the entire amount of the incentive, an employee must be employed for the entire school year for each year of the incentive. If an employee is on unpaid leave in excess of twelve (12) weeks, the incentive will be prorated based on days worked. Employees impacted by a reduction in force who are recalled the next school year and maintain their employment will continue to be eligible.

17:1.4 The Board shall pay employees on the day designated by the State of Delaware within twenty-four (24) hours of receipt by the District, whichever is later. Employees hired prior to September 1, 1995, may elect to have their paychecks deposited directly to a bank. (Those employees hired after that date are required by State law to utilize direct deposit.)

17:1.5 Signing Bonus:

A signing bonus for new employees (first time working in the school District), in an amount of \$500, to be paid in the employee's initial paycheck.

17:1.6 Early Notification of Retirement:

Employees who submit a letter of retirement to the Human Resource Division effective not before June 30 will receive, in their final paycheck, a bonus as follows:

- \$1,500 by December 31
- \$1,000 by the second Friday in March

17:2 Fringe Benefits

17:2.1 The benefit plan set forth below shall be made operable as a result of bid proposals, which are developed and evaluated by the District and the Association. Individual contracts with vendors of fringe benefits determine the availability and terms of coverage. If a benefit is canceled, the parties shall meet to negotiate an alternate fringe benefit equal to the fringe benefit that was canceled.

17:2.2 Full-time employees shall be eligible to receive Highmark Blue Cross/Blue Shield Delaware or other selected carriers provided by the State of Delaware through participation in the State of Delaware Group plan, up to the maximum monthly local supplement. Any costs above the amounts provided in this section may be covered by using the stipend (17:2.4) or payroll deduction.

Effective July 1, 2014

\$160

The parties agree to re-open negotiations at any point during the course of this contract regarding healthcare and fringe benefits if the Office of Management and Budget announces changes for state employees, if necessary.

17:2.3 In addition to the coverage provided in 17:2.2, employees shall be permitted to select the following fringe benefits, the costs of which shall be paid in whole or part by the stipend in 17:2.4. The elective benefits currently available are set forth below. If a benefit is canceled, the parties shall meet to negotiate pursuant to Article 17:2.1. The parties also recognize that the development and evaluation of bid proposals described in Article 17:2.1 may result in a mutual decision to add or subtract available elective benefits. Any additional cost of elective benefits selected by an employee shall be paid through payroll deduction.

Life and Accidental Death and Dismemberment (AD&D) Insurance  
Vision Care  
Dental Care

17:2.4 Full-time employees shall receive the following stipends toward the purchase of elective benefits listed in 17:2.2 and 17:2.3:

Effective July 1, 2014 -

\$1,710

17:2.5 Employees who work half (1/2) time or more, but less than full-time based on the normal week set forth for this bargaining unit, shall receive one-half (1/2) of the Board stipend set forth in 17:2.4 and 17:2.2.

17:2.6 Any full-time employee who selects fewer than all of the provided elective benefits, who has been employed the entire work year, and who has not expended his/her stipend shall receive 50% of his/her remaining stipend in the form of salary. Once the employee has elected to take advantage of this option, that decision is binding for the entire year; any increase in benefit cost (life insurance) incurred during that same year as a result of an increase in salary shall be borne by the employee. To be eligible to receive this benefit, an employee must continue to be a full-time employee at the time of payment. Payment shall be made to the employee during the next school year. Employees who retire with a service pension during the summer shall be paid their eligible amount at the time of the final salary payoff provided they have met all eligibility requirements.

17:3 Extra Pay for Extra Responsibility (EPER)

17:3.1 Employees hired to perform extra responsibility outside the established seven and one-half (7-1/2) hour workday shall be compensated according to the EPER salary schedule specified in Appendix B or receive an hourly rate for positions requiring specific training and/or expertise which are not specified on the EPER salary schedule. Such hourly rate positions may include, but are not limited to: planning and conducting professional development programs, providing homebound instruction, developing curriculum and/or assessments, chairing District committees, and positions recommended by a school's Achievement/Improvement Team which are approved by the IBDM team.

*Informational Note: Tasks performed outside the normal workday which do not require specific training and/or expertise, such as collecting tickets, directing traffic or parking are excluded from the terms of this Agreement and compensation for such tasks shall be determined by the District.*

EPER hourly rate for professional duties requiring specific training and/or Expertise or participation in professional development programs.

Effective upon ratification of this agreement by CEA but no later than September 1, 2018 - \$29.00 per hour

Professional development leaders will be in accordance with the above schedule.

17:3.1.1 Employees who are required to work beyond the school year such as those in state authorized special school programs shall be compensated at their regular rate of pay.

17:3.1.2 Employees requested to work beyond the regular school year shall be paid, at minimum, the hourly rate specified in this Agreement. The Board reserves the right to pay the employee at a higher rate not to exceed the regular rate of pay.

17:3.2 Salaries for positions on the current EPER salary scale shall be compensated in the amounts set forth in Appendix B which is attached. Years of experience as indicated on the EPER salary scale will pertain to experience verified by Human Resources only, in the exact same EPER position. The first year an employee holds a position will be 0 years' experience.

17:3.3 The EPER salary scale is established to indicate the compensation paid for each position specified on the approved scale. District administration, subject to Board approval, shall authorize the filling of positions on a year-to-year or season-to-season basis. Prior to submission to the Board, collaborative discussion will occur at the building level to determine EPER needs. District employees shall receive first consideration for vacant EPER positions. To fill or not fill a position on the EPER salary scale is the prerogative of the District. Individuals hired to fill an EPER position who are not employees (non-employees) covered by this Agreement shall receive a ten (10) percent reduction in the compensation specified for the position.

17:3.4 In the event that an EPER position is approved and such position is not currently listed on the EPER salary schedule, the District shall authorize a payment rate that is equivalent to a listed position with comparable responsibilities. If there is no comparable position on the EPER salary schedule, or there is disagreement about the equivalency of the position, the District and the Association shall meet to determine the appropriate payment rate. The District will add any new position/payment rate to the attached EPER salary scale Appendix D once determined.

17:3.5 Payment for extra responsibility shall be made in a timely manner following the completion of the activity. Completion shall mean that all administrative duties and program responsibilities have been completed by the employee.

- Payment for a yearlong activity (Annual Positions) shall be made in three (3) Installments: in the fall, winter and spring.
- Payment for a Seasonal Position shall be made in the closest available fall, winter or spring installment after the season end date.
- Payment for Per Production/Publication Position shall be made in the closest available fall, winter or spring installment after the production/publication date.

The District shall have final determination of the paycheck dates for EPER payments.

17:3.6 Tasks carried out by any bargaining unit employee for other State agencies (“the agency”), such as the Department of Education, are not covered under this negotiated agreement. Payment of services from other agencies are not considered as benefits, salary or wages covered by this agreement, although the District processes for such services through its payroll system. The District will incur no costs for processing of these payments and the amount paid to the employee shall be determined by the agency.

## **ARTICLE 18**

### **DEDUCTION FROM SALARY**

18:1 In accordance with State payroll regulations, the Board shall provide payroll deductions for, but not limited to:

Association Dues	Agency Fee
Credit Unions	Delaflex
Employee Benefit Premiums	Saving Bonds
State Life Insurance	Tax Sheltered
Annuities United Way	

18:2 Deductions for the continuous Local Association Membership Dues (hereinafter “dues”) shall be made in twenty-two (22) nearly equal pay period installments, except for those people who start after the beginning of the school year, in which event their deductions shall be prorated.

18:3 The Association shall transmit to the employer a copy of the continuous payroll deduction authorization form properly signed by new enrollees.

18:4 An Association service fee shall be assessed for any employee who does not join but works at least sixty (60) calendar days from the date of hire.

18:5 The employer shall, every pay period, transmit to the Association a check to cover the dues and agency fee, if permitted by the State. The District shall transfer collected association dues and agency fees in accordance with established procedures.

18:6 If for any reason, except those approved by the Association in writing, an employee's service (employment status) as a member of this bargaining unit is terminated, the employer shall deduct any and all monies owed the Association under the continuous payroll deduction authorization form for the remainder of the school year from the employee's last paycheck and properly transmit same to the Association. Exempted from this section are employees who are transferred or promoted such that they move from a bargaining unit position to a position outside this bargaining unit. These employees shall be liable only for the accelerated payment of dues through the end of the semester in which they were transferred outside of the bargaining unit. The District shall transfer collected Association dues and Agency Fee in accordance with established procedures.

## **ARTICLE 19**

### **GRIEVANCE RESOLUTION PROCEDURE**

***The District and CEA agree that every effort should be made to informally resolve conflicts and problems at the lowest level prior to initiating the formal grievance process.***

***Employees and administration are expected to use the interest-based problem-solving approach to resolve disputes.***

19:1 Definition

19:1.1 A "grievance" shall be defined as a written claim by a grievant that the terms of this Agreement have been violated, misinterpreted, or misapplied resulting in the abridgment of rights granted by this document.

19:1.2 "Days" as used in this procedure shall refer to school days except when a grievance is submitted after May 1, but before the start of the next school year, in which event the "days" shall be defined as District working days.

19:1.3 "Grievant" as used in this Agreement is the person(s) or Association who files a grievance as provided for under this Agreement.

19:1.4 "Immediate supervisor" shall refer to building principal, except in those situations where the person responsible for the employee's work performance is a different person in the supervisory chain of command.

19:1.5 “Time Limits” – A grievance to be considered to have been brought in a timely fashion must have been brought to the attention of the immediate supervisor or the designated District administrator (in the case of the Association’s grievance) within fifteen (15) days from the time when the employee or Association knew or should have reasonably known of the occurrence of the act which is the subject of the grievance. Included in these fifteen (15) days are the informal discussions with the immediate supervisor and Level One of the grievance process if the issue is not resolved by informal discussions.

19:1.6 To be considered beyond the discussion level with the immediate supervisor, a grievance must be reduced to writing on a District grievance form provided by the employer.

19:1.7 “Class Grievance” is a grievance filed by the Association which asserts an effect on a group or class of employees.

#### 19:2 Representation

19:2.1 A grievant may at his/her option choose to represent his/herself during all stages of this process or select another person to represent them. In no case shall the grievant be represented by an employee organization other than the Association.

19:2.2 If the grievant chooses to proceed without Association representation, the Association president shall be notified of the place and time of the hearing and shall have a right to be present and to state the Association’s views at all levels of this procedure.

19:2.3 If the employee elects to be represented, the employee must still be present at any level of the grievance procedure where the employee’s grievance is to be discussed, except that the employee need not be present where it is mutually agreed that the facts are not in dispute, and when the sole question is the interpretation on this Agreement.

#### 19:3 Association Grievance

19:3.1 If the Association files a grievance, it shall first be presented to the superintendent’s designee within the time limits designated in 19:1.5. The designee shall inform the Association as to the person and level at which the grievance will first be heard. The designee must respond to the Association within two (2) school days after receipt of the grievance or the matter will be scheduled at Level Two.

19:3.2 All individuals in the group or class that will be affected by the grievance filed by the Association shall be bound to any resolution which is accepted by the Association.

#### 19:4 Specified Time Limits

19:4.1 Failure at any level of this procedure to communicate the decision regarding a grievance within the specified time limits shall constitute authority for the employee or the Association to proceed to the next level. Failure by the employee or the Association to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

19:4.2 Parties may mutually agree to set aside time limits.

19:5 Discussion with supervisor

19:5.1 Employees having a concern or potential grievance shall first attempt to resolve the issue by informally discussing the matter with their immediate supervisor. There is no need to put the grievance in writing, nor is there a requirement for a written answer. The concern or potential grievance shall be discussed within the time limits set forth in 19:1.5.

Operational Note: If there is an issue related to a District-level decision, the Association and the Superintendent's Office shall discuss at which level the grievance shall be initiated.

## **LEVEL ONE**

19:6 The grievant shall set forth the grievance on a written form that shall be available through the District Human Resources Division, Association office, and each school office. The written grievance must be filed with the immediate supervisor within the time set forth in 19:1.5

19:7 The immediate supervisor shall respond in writing to the grievant, with a copy to the Association, within ten (10) days after receipt of the written grievance.

## **LEVEL TWO**

19:8 If the response at Level One is not acceptable, the grievant may, no later than five (5) days after receipt of the written decision at Level One, appeal the matter to the superintendent's office. The appeal shall set forth the reasons for the grievant's continued dissatisfaction.

19:9 The superintendent or designee shall hear the grievance within ten (10) days after receiving the grievance.

19:10 The decision of the superintendent shall be rendered within five (5) days after the conclusion of the meeting(s) on the matter. The decision shall be sent to the grievant with a copy to the Association.

## **LEVEL THREE**

19:11 The decision of the superintendent on all grievances shall finally determine the matter unless the Association submits an arbitration demand to the Public Employment Relations Board (PERB). The demand must be postmarked within fifteen (15) days after receiving the superintendent's Level Two decision. The demand must certify that a copy of the demand was sent to the superintendent.

19:12 Section S4013 of Title 14 of the Delaware Code shall control the arbitration proceedings. The following is a link to current Delaware code regarding arbitration:  
<http://delcode.delaware.gov/title14/c040/index.shtml>

### 19:13 Arbitrator's Authority

19:13.1 The arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The opinion must be based solely and only upon the interpretation or application of the express relevant language of the Agreement.

## **Miscellaneous**

19:14 Where grievance proceedings are mutually scheduled by the parties during school time, persons proper to be present shall suffer no loss of pay. In the event of a disagreement whether a person is proper to be present at the grievance, such disagreement shall be subject to resolution through the grievance procedure.

19:15 The Association agrees that when a grievance requires either multiple witnesses or grievants, the Association will arrange for the scheduling of such people in such manner as to avoid cumulative testimony and to minimize disruption and expense to the Board.

19:16 All documents, communications, and records dealing with the process of a grievance shall be filed in a separate grievance file. However, all documents, communications and records normally kept in the employee's personnel file shall be retained in the personnel file. The grievance form shall not be kept in the personnel file.

19:17 The employer shall provide the Association with copies of all written decisions at each level.

19:18 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the employer until such grievance and any effect thereof shall have been fully determined.

19:19 Forms for filing grievances shall be prepared jointly by the employer and the Association. The Board shall reproduce the forms and distribute them to the Association so as to facilitate the operation of the grievance.

19:20 Hearings at any level of this procedure may be waived by mutual agreement of the parties. Time limits may be extended by mutual agreement.

19:21 Reprisals

19:21.1 No reprisals of any kind shall be taken by the employer or by any member of the administration against any party in interest any representative, any member of the Association or any other participants in the grievance procedure by reason of such participation.

**ARTICLE 20**

**NO STRIKE, NO LOCKOUT PROVISION**

20:1 Per Delaware law, no strike or lockouts will occur.

**ARTICLE 21**

**ASSOCIATION RIGHTS**

21:1 The Board agrees to make available to the Association upon written request all information, reports, and budgets which are available to the public and shall upon written request make available to the Association other statistics, information, and records necessary for negotiations.

21:2 The Association may use school buildings for Association business on the same basis as other school affiliated organizations in accordance with District policy.

21:3 The Association may use the school office and District interoffice mail system, email system and bulletin board space for posting notices in areas readily available to employees and assigned for the dissemination of information by means of notices, circulars, or other similar materials pertaining to Association business under the following provisions.

- (a) The material must identify clearly the individual(s) and/or organization responsible for the information contained therein.
- (b) A copy of the material for general distribution or an opportunity to copy material being distributed must be given to the building principal or his/her designee prior to or at the time of posting or dissemination in that building. If the material is to be distributed or posted system-wide, a copy also must be furnished to the superintendent or his designee prior to or at the time of posting or dissemination.
- (c) The use of the mail system, email system and bulletin boards may not interfere with the normal business of the school; and,
- (d) The posting of all notices, posters, stickers, etc., shall be restricted to designated areas and shall not be affixed to walls, door, mailboxes, etc.

21:4 A copy of current Board Policy, Policy amendments, and Board minutes (agendas) shall be emailed to the president of the Association as soon as they are made available to the public. The Association shall provide the Board copies of its bylaws, and a current roster of its elected and appointed officials. The Board shall provide the Association with the current table of administrative organization with names.

- 21:5 The building representative shall have the right to speak to employees during regularly scheduled faculty meetings if the representative notifies the building principal at least two (2) days in advance of the scheduled meetings. The requirement for two (2) day advance notice may be waived by mutual agreement. Placement on the meeting agenda shall be at the discretion of the building principal.
- 21:6 The Association shall have the right to use, on school premises, office and technology equipment as designated by the principal when not otherwise being used. The Association shall pay for the cost of materials and supplies. The Association also agrees that it will pay for repair or replacement of equipment damaged during such use.
- 21:7 Accredited representatives of the state, and the National Education Association (NEA) shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt the program of the school district. The Association representative shall obtain approval of the principal of the building or other person in charge of the building which the representative is visiting by reporting to the office. Such approval shall not be unreasonably withheld.
- 21:8 Any individual designated as an Association representative on a District committee shall be appointed by the Association. This will not preclude the District from appointing teachers to District committees.
- 21:9 Association Release Day
- 21:9.1 The District will provide a total of twenty (20) days per year for Association activities to employees designated by the Association president. This paid leave shall be granted only in units of a full school day unless otherwise agreed upon by the parties. Use of such days shall be upon twenty-four (24) hours' notice to the superintendent and building administration.
- 21:9.2 In an effort to improve communication, the District will provide additional release days for the president of the Association or his/her designee to address issues of joint concern between the District and Association. The number of days will be subject to need and will be scheduled by joint agreement between the superintendent's office and the president of CEA.

## **ARTICLE 22**

### **MISCELLANEOUS**

- 22:1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, religion, national origin, sex, domicile, marital status, handicap, gender identity or age. The Association shall share equally with the District the responsibility for applying this provision of the Agreement.

- 22:2 If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 22:3 If any provisions or applications of this Agreement are deemed invalid by the above procedure, the Association and the Board shall meet to re-negotiate the altered portion of this Agreement.
- 22:4 If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling over the inconsistent language.
- 22:5 If any administrative rule or regulation or Board policy is inconsistent with the provisions of this Agreement, this Agreement shall be controlling.
- 22:6 Notices under this Agreement shall be given by either party to the other by telegram or registered letter as follows:
  - To the Board at:                      318 E. Basin Road  
New Castle, DE  
19720
  - To the Association:                      4135 Ogletown Stanton Road  
Suite 103  
Newark, DE 19713-4180
- 22:7 Copies of this Agreement will be provided by the Board to employees and the Association.

**ARTICLE 23**  
**DURATION OF AGREEMENT**

This Agreement shall be in effect as of September 1, 2020 and shall continue in effect until August 31, 2021 in part subject to the Association’s right to negotiate over a successor Agreement as provided in Article 1.

The Association shall indemnify and hold the District, the Board, its members, employees and agents harmless against any and all complaints, claims, demands, suits, judgements, fines and other forms of liability of expense that shall arise out of or by reason of any actions taken or not taken by the employer for the purpose of complying with any of the provisions of this Agreement.

In witness, whereof, other parties hereto have caused this Agreement to be signed by their respective designees on this 12th day of January, 2021.

**COLONIAL EDUCATION ASSOCIATION**

**COLONIAL SCHOOL DISTRICT**

By: \_\_\_\_\_

Donna Fesmire, President  
Colonial Education Association

\_\_\_\_\_

Joseph T. Laws  
President, Board of Education

By: \_\_\_\_\_

Kristen Dassel, Vice President  
Colonial Education Association

\_\_\_\_\_

Jeffrey Menzer, Ed.D  
Superintendent of Schools

Date: \_\_\_\_\_

Date : \_\_\_\_\_

**APPENDIX A**

FISCAL YEAR 2021

COLONIAL SCHOOL DISTRICT LOCAL SALARY SCALE

Step	No Degree	Bachelors	Bachelors +15	Bachelors +30	Master's	Masters +15	Masters +30	Masters +45	Doctorate
1	\$10,689	\$11,245	\$11,818	\$12,379	\$13,503	\$14,628	\$15,193	\$15,757	\$16,314
2	\$11,245	\$11,818	\$12,379	\$12,944	\$14,628	\$15,757	\$16,314	\$16,879	\$17,442
3	\$11,818	\$12,379	\$12,944	\$14,066	\$15,757	\$16,879	\$17,442	\$18,007	\$18,567
4	\$12,379	\$12,944	\$14,066	\$15,193	\$16,879	\$18,007	\$18,567	\$19,128	\$19,695
5	\$12,944	\$14,066	\$15,193	\$16,314	\$18,007	\$19,128	\$19,695	\$20,253	\$20,818
6	\$14,066	\$15,193	\$16,314	\$17,442	\$19,128	\$20,253	\$20,818	\$21,383	\$21,944
7	\$15,193	\$16,314	\$17,442	\$18,567	\$20,253	\$21,383	\$21,944	\$22,504	\$23,065
8	\$16,314	\$17,442	\$18,567	\$19,695	\$21,383	\$22,504	\$23,065	\$23,625	\$24,195
9	\$17,442	\$18,567	\$19,695	\$20,818	\$22,504	\$23,625	\$24,195	\$24,758	\$25,319
10	\$18,567	\$19,695	\$20,818	\$21,944	\$23,625	\$24,758	\$25,319	\$25,879	\$26,442
11	\$19,695	\$20,818	\$21,944	\$23,065	\$24,758	\$25,879	\$26,442	\$27,002	\$28,133
12	\$20,818	\$21,944	\$23,065	\$24,195	\$25,879	\$27,002	\$27,570	\$28,133	\$29,821
13	\$21,944	\$23,065	\$24,195	\$25,319	\$27,002	\$28,133	\$29,255	\$29,821	\$30,382
14	\$23,065	\$24,195	\$25,319	\$26,442	\$28,133	\$29,821	\$30,944	\$31,505	\$32,072
15	\$24,195	\$25,319	\$26,442	\$27,570	\$29,255	\$31,505	\$32,633	\$33,197	\$33,759
16	\$26,714	\$28,123	\$28,398	\$29,366	\$31,861	\$35,001	\$36,542	\$36,664	\$37,383
17	\$26,714	\$28,123	\$28,398	\$29,366	\$31,861	\$35,001	\$36,542	\$36,664	\$37,383

**APPENDIX B**

Effective September 1, 2018	Years of Experience			
	0	1	2	3
<b>High School Positions:</b>				
<b>Athletics:</b>				
Asst. Athl. Director	4,035	4,224	4,425	4,614
Football	5,183	5,417	5,684	5,952
Basketball (B&G)	4,603	4,815	5,049	5,284
Wrestling	4,603	4,815	5,049	5,284
Hockey	3,445	3,622	3,801	3,979
Soccer	3,445	3,622	3,801	3,979
Softball	3,445	3,622	3,801	3,979
Baseball	3,445	3,622	3,801	3,979
Track (B&G)	3,445	3,622	3,801	3,979
Cheerleading	3,232	3,400	3,545	3,712
Swimming	3,445	3,622	3,801	3,979
Volleyball	3,445	3,622	3,801	3,979
Cross Country	2,296	2,418	2,530	2,653
Tennis (B&G)	2,296	2,418	2,530	2,653
Golf	2,296	2,418	2,530	2,653
Lacrosse	3,445	3,622	3,801	3,979
<b>Others:</b>				
Band Director	4,614	4,815	5,049	5,284
Asst. Band Dir.	3,445	3,622	3,801	3,979
Percussion Coordinator	1,449	1,516	1,572	1,661
Band Front Coordinator	1,449	1,516	1,572	1,661
Yearbook Advisor	2,887	3,031	3,154	3,321
Senior Advisor	2,686	2,842	2,976	3,099
Student Council Advisor	2,686	2,842	2,976	3,099
Choir Director	1,750	1,828	1,906	1,984
Dramatics Director	1,750	1,828	1,906	1,984
Stage Craft Director	1,449	1,516	1,572	1,661
Junior Advisor	1,348	1,416	1,482	1,549
AV/Tech Coordinator	1,348	1,416	1,482	1,549
School Store Manager	1,159	1,215	1,282	1,337
Club Advisor	891	936	970	1,014
Student Publications Advisor				
(per publication)	446	468	491	502

**APPENDIX B**

<b>Middle School Positions:</b>					
<b>Athletics:</b>					
	Athletic Director	2,887	3,031	3,176	3,321
	Asst. A.D. for intramurals	2,029	2,129	2,219	2,307
	Basketball (B&G)	2,029	2,129	2,219	2,307
	Wrestling	2,029	2,129	2,219	2,307
	Hockey	2,029	2,129	2,219	2,307
	Soccer	2,029	2,129	2,219	2,307
	Track	2,029	2,129	2,219	2,307
	Softball	2,029	2,129	2,219	2,307
	Baseball	2,029	2,129	2,219	2,307
	Cheerleading	1,750	1,828	1,906	1,984
<b>Others:</b>					
	Student Council Advisor	1,884	1,973	2,095	2,185
	A.V./Tech Coordinator	1,348	1,416	1,482	1,549
	Dramatics Production	1,449	1,516	1,572	1,661
	Yearbook Advisor	1,348	1,416	1,482	1,549
	School Store Manager	1,159	1,215	1,282	1,337
	Club Advisor	891	936	970	1,014
	Team Leader	836	836	836	836
	Band Director (per performance)	335	357	379	390
	Choir Director (per performance)	335	357	379	390
	Student Publications Advisor	335	357	379	390
	(per publication)				
<b>Elementary Positions:</b>					
	Music Director	335	357	379	390
<b>All Levels:</b>					
<b>Department &amp; Elementary Grade Chairpersons</b>					
	# teachers				
	4 through 7	1,917			
	8 through 11	2,697			
	12 through 15	3,445			
	16 through 19	4,235			
	19 plus	4,993			

## **APPENDIX C**

### **Class Size / Caseload**

The Board believes that the pupil/teacher ratio is an important part of an effective educational program.

The following criteria, among others, shall be used to determine efficient class size and the equitable distribution of students:

- (a) the capacity of the teaching facilities and the number of adequate teaching stations and pupil stations in a room;
- (b) the appropriateness of the room to the content of the course or purposes to be served and the methods to be employed;
- (c) the general conditions, which affect the health, safety and effective supervision of the pupils;
- (d) the availability of sufficient books, supplies, and equipment; and
- (e) the ability levels, severity of disabilities and needs of the students.

When class size/caseload becomes excessive in the opinion of the teacher involved, the teacher is encouraged to call this to the attention of the building principal in writing. The building principal shall meet with the teacher within five (5) days to give reasons for the situation and explore methods to resolve the situation.

In the event the situation is not or cannot be resolved at the building level, the teacher may appeal the matter to the Director of Schools for consideration.

In the event the situation is not or cannot be resolved at the Director of Schools' level, the teacher may appeal the matter to the Superintendent for consideration.

**APPENDIX D**

	Section:	700 – COMMUNITY-SCHOOL RELATIONS
	Title:	Civility in the Workplace
	Policy Number:	702
	Adopted:	February 8, 2000
	Last Review Date:	October 4, 2004
	Revised:	

GUIDE		REFERENCE
PURPOSE	To set standards for interactions between Colonial School District staff members and between staff and community members	
AUTHORITY	<i>Delaware Code, Title 14, §1049</i>	
DELEGATION OF RESPONSIBILITY	The Superintendent and/or designee is empowered to administer the provisions of this policy.	
DEFINITION	For purposes of this policy, <i>civility</i> refers to mannerly and courteous behavior marked by adherence to rules and regulations and by respect for others.	
POLICY STATEMENT	<p>The Colonial School District is committed to maintaining a civil environment in the workplace. Parents and community members are expected to treat students, staff, and volunteers with civility. All Colonial School District employees and volunteers shall treat each other and members of the public with respect and will expect the same in return.</p> <p>Although schools and district offices are public buildings, members of the public, including parents who are on school property (buildings, grounds, and school vehicles), must abide by rules that have been established to ensure safe and non-disruptive environments.</p>	<p>Student Code of Conduct</p> <p>14 <u>Del.C.</u>, §4112</p>

**COLONIAL EDUCATION ASSOCIATION**

**COLONIAL SCHOOL DISTRICT**

By: Donna Fesmire

Donna Fesmire, President  
Colonial Education Association

Joseph T. Laws III

Joseph T. Laws  
President, Board of Education

By: Kristen Dassel

Kristen Dassel, Vice President  
Colonial Education Association

Jeffrey D. Menzer

Jeffrey Menzer, Ed.D  
Superintendent of Schools

Date: 01/11/2021

Date : 01/13/2021