



AGREEMENT

BETWEEN

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

AND

THE CAPE HENLOPEN EDUCATION ASSOCIATION

2012-2015

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PREAMBLE

This Agreement entered into this 27th day of June, 2013, by and between the Board of Education of Cape Henlopen School District, hereinafter called the "Board" and the Cape Henlopen Education Association, hereinafter called "CHEA."

WITNESSETH

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

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

WHEREAS, the parties have reached certain understandings that they desire to confirm in this Agreement,

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

ARTICLE I RECOGNITION

- 1.1 The Board hereby recognizes the Cape Henlopen Education Association as the exclusive and sole representative for collective negotiations as defined in Title 14, Chapter 40 of Delaware Code for all those "Professional Employees" (including but not limited to: teachers, counselors, librarians, nurses, special assignment teachers, and specialists) and psychologists (hired after 1985) under contract to the Cape Henlopen Board of Education.
- 1.2 Recognizing that specific job titles may change over time, Professional Employees are defined as Delaware certificated, non-administrative professionals employed primarily in educational functions. Such employee shall hold or shall be eligible to hold a baccalaureate or higher degree or teaching, vocational, technical, trade and industry, or other accrediting documents required by the Delaware Department of Education¹. This does not include substitutes, administrative/supervisory, or support staff personnel. Further, an individual hired subject to Board approval is not an employee unless and until the Board votes affirmatively to employ such an individual.
- 1.3 For clarity, administrative/supervisory personnel are those whose duties are non-teaching, administrative in nature; e.g., supervisors of food service, transportation, or maintenance departments; or whose function is to evaluate the performance of professional employees for the purpose of discipline, tenure, or promotion, or effectively to recommend discipline, tenure, or promotion, such as, but not limited to, the superintendent, assistant superintendent, directors, supervisors, administrative assistant to the superintendent of schools, principals, and assistant principals.

- 1.4 Unless otherwise indicated, the term “Professional Employee” when used hereinafter in this Agreement, shall refer to all Professional Employees represented by the CHEA in the negotiating unit as defined in Article 1.2.
- 1.5 Except for those conditions of employment controlled between the Cape Henlopen School District and the military branch under which the program is provided, JROTC instructors who hold a Delaware Department of Education certificate shall be included in this bargaining unit for the purposes of representation and in local Board benefits. JDG is excluded because it is considered a contracted service.

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

- 2.1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 40, Title 14, Delaware Code. Such negotiations shall commence no later than ninety (90) days prior to the expiration date of this contract. Any Agreement so negotiated shall apply to all Professional Employees, be reduced in writing, be signed by the Board and the CHEA or their delegated representatives, and be adopted by the Board.
- 2.2 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 2.3 The parties agree to meet to assess and discuss the impact of the Elementary and Secondary Education Act and in particular the No Child Left Behind Act (Public Law 107-110) at any time an impact upon the Professional Employees or the Board is realized. Changes necessitated in the contract will be pursuant to 2.2 above.

ARTICLE III GRIEVANCE/COMPLAINT PROCEDURE

Definitions

- 3.1 A "grievance" is a claim by a Professional Employee(s) or by the Association that there has been a violation, misinterpretation, inequitable application, or misapplication of the terms of this Agreement.
- 3.2 Complaints involve subjects/issues not specified in the collective bargaining agreement. A “complaint” is a claim by a Professional Employee(s) or by the Association that there has been a violation, misinterpretation, inequitable application, or misapplication of School Board Policy.
- 3.3 A "grievant" or “complainant” is the Professional Employee, group of employees, or the Association making the claim.
- 3.4 The term "days" when used in this Agreement shall mean, except where otherwise indicated, working school days except during the summer break when “days” shall be those when the district office is open for business.

- 3.5 “Hearing” is defined as an event wherein both parties shall have the opportunity to present facts and arguments of their case and have a decision rendered.
- 3.6 A “class action grievance” is a grievance filed by the Association, which asserts an effect on a group or class of employees.
- 3.7 “Appropriate administrator” means the non-bargaining unit employee whose action/decision is the subject of the grievance/complaint and who has the authority to affect a resolution.
- 3.8 “Grievance Mediation” is a process offered by the Federal Mediation & Conciliation Service designed to assist the parties in voluntarily coming to an acceptable resolution of the grievance through mediation techniques employed by a skilled neutral.

General

- 3.9 The Professional Employee and the administrator against whom the grievance/complaint is alleged may be represented at any or all stages of the grievance/complaint procedure by up to two representatives of his/her own choosing. (A trainee or additional representative(s) may observe or be part of the process upon mutual agreement between the grievant and the aforementioned administrator).
- 3.10 Failure at any level of this procedure to appeal a grievance/complaint to the next higher level within the specified time limits (unless the time limits are extended in writing by mutual agreement) shall terminate the grievance/complaint without prejudice. Failure to receive a written reply from an administrator, within the time limits, at any level of this grievance/complaint procedure shall constitute authority for the grievant/complainant to appeal the matter to the next level of the procedure within the specified time limits.
- 3.11 Grievance/complaint hearings and Grievance Mediation shall be held at the mutual convenience of the parties (date, time of day, length of session).
- 3.12 No reprisals of any kind shall be taken by the Board or any member of the administration and/or the CHEA or any member thereof against anyone by reason of participation in the grievance/complaint procedure.
- 3.13 A grievance/complaint may be withdrawn in writing without prejudice. At the Board level, a grievance/complaint may only be withdrawn if it is done so three days prior to the hearing.
- 3.14 Forms for filing grievances/complaints shall be developed by the Association in compliance with the grievance/complaint procedure outlined in Article III.
- 3.15 If in the judgment of CHEA there has been a violation, misinterpretation, inequitable application, or misapplication of the CHEA rights (Article XV) of this contract, or there are grounds for a complaint involving CHEA rights and privileges, the CHEA may commence such grievance/complaint with the appropriate administrator.
- 3.16 All written grievances/complaints must be signed by the grievant/complainant or an official of the Association. In the case of a group or class action grievance, a contact person will be identified on the form. Grievances and subsequent level responses may be filed electronically with the appropriate administrator. An electronic submission will be considered as signed by the grievant or the grievant’s representative(s).

- 3.17 The Superintendent may appoint an administrative designee with authority to make the decision, to hear the grievance/complaint at levels one, two, and/or three.
- 3.18 All hearings/meetings during the processing of a grievance/complaint shall be conducted in private or executive (closed) session.
- 3.19 Neither the Board, the Association, nor their agents may assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
- 3.20 Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent a grievant/complainant from representing and processing a grievance/complaint at his/her/their own cost and having it adjusted without intervention or representation by the Association. However, the action of any administrator or the Board in resolving the grievance/complaint of a grievant/complainant not represented by the Association shall not establish a precedent for the resolution of future grievances/complaints.

Purpose

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

Procedure

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

3.23 Level One

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

3.24 Level Two

- A. If the grievant/complainant is not satisfied with the disposition of his/her problem through Level I of the process, the claim shall be submitted/appealed as a grievance/ complaint to the Superintendent or designee.
- B. In the event that the grievance commenced with the Superintendent, the grievance shall be submitted in writing to the Superintendent within fifteen (15) days of the time the employee know or should have known of its occurrence. Following notification the parties will have ten (10) days to resolve the grievance, or move to Level Three. In such case the grievant/complainant shall in writing specify:

- i. The nature of the grievance/complaint.
 - ii. The article and section of the Agreement allegedly violated for grievances or the specific Board Policy in the case of a complaint.
 - iii. The nature and extent of the injury, loss, or inconvenience to the grievant resulting therefrom, if applicable.
 - iv. The remedy sought.
- C. The administrator with whom the written grievance/complaint was submitted/appealed at Level Two shall, within ten (10) days from the date of receipt, conduct a hearing, except under any of the following circumstances:
- i. The administrator has enough information to find in the grievant' s/complainant's favor.
 - ii. The administrator finds gross violations of the grievance/complaint procedure as set forth in this contract.
 - iii. Both parties agree in writing that no hearing will be held.

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

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

3.25 Level Three (Grievance Mediation)

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

In the case of a complaint, if the complainant or the Association is not satisfied with the decision at Level Two or no response has been rendered within ten (10) days of filing at Level Two, the matter may be submitted/appealed to the Board of Education within ten (10) days after receipt of the Superintendent's decision or if no decision has been rendered, within twenty (20) days from the date the complaint was filed with the Superintendent. The appeal to the Board shall be submitted through the Superintendent of Schools or his/her designee who

shall attach all related papers and forward them to the Board. The Board shall grant the complainant a hearing within fifteen (15) days of date of receipt of said complaint papers and shall render a decision in writing within ten (10) days after said hearing. Complaints will conclude with the decision of the School Board at this level.

3.26 Level Four Grievances (School Board)

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

3.27 Level Five Grievances (Arbitration)

- A. A grievance that is not resolved to the satisfaction of the grievant at Level Four may be submitted to an arbitrator. This procedure must be initiated within ten (10) days following a decision at Level Four. Upon notification of the Board by the CHEA, said arbitrator shall be appointed by mutual agreement by the parties to this Agreement or, if unable to agree, shall be appointed by the Delaware Public Employee Relations Board under its selection process. The arbitrator appointed under the PERB process shall promptly convene a hearing at the parties' convenience. Conduct of the hearing shall be pursuant to the rules of the PERB. The arbitrator shall render a decision within thirty (30) calendar days on the issue(s) presented. The arbitrator's ruling shall be final and binding except as noted in 3.27.2 below.
- B. No claim relating to the following matters shall be processed through binding arbitration:
 - i. Dismissal or nonrenewal of employees covered by Chapter 14 of this title;
 - ii. Delaware law;
 - iii. Rules and regulations of the Delaware Department of Education or State Board of Education;
 - iv. The content of or conclusions reached in employee observations and evaluations;
 - v. Federal Law;
 - vi. Rules and regulations of the United States Department of Education;
 - vii. Policies of the local school Board; and
 - viii. Matters beyond the scope of the public school employer's authority.
- C. The arbitrator shall be limited to a ruling on whether or not there has been a misinterpretation, misapplication, misrepresentation, inequitable application, or violation of any of the areas that have been mutually agreed upon as being subject to and resolvable by the Cape Henlopen School District

Grievance Procedure. It is expressly understood that the arbitrator shall have no power to alter the terms of the Agreement.

- D. The cost of the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.
- E. If the parties disagree that an issue is appropriate for arbitration, a separate hearing shall be held with an arbitrator whose fees and expenses shall be paid by the losing party.
- F. If the arbitrator concludes that the matter is arbitrable, then the arbitrator shall schedule hearing dates with representatives of the Board and Association and shall hold hearings.

3.28 General

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

ARTICLE IV SALARY AND FRINGE BENEFITS

- 4.1 The Board agrees to provide a local salary supplement to all Professional Employees. The local supplement is in Appendix II and reflects pays for 188 days. The school year 2012-2013 consists of a 0% increase per cell from the 2011-2012 local salary supplement. Employees retiring at the end of the 2012-2013 school year will receive a 2% increase from the 2011-2012 local salary supplement. Future increases will occur annually over the life of this contract and will be computed as follows. For the school year 2013-2014, the salary schedule will consist of a 2% increase per cell from the 2011-2012 local salary supplement. For the school year 2014-2015, the salary schedule will consist of a 2% increase per cell from the 2013-2014 local salary supplement. If the number of contract work days is other than 188, the salary schedules shall be adjusted accordingly.
- 4.2 The Board agrees to provide an additional local supplement for special-duty positions authorized by the Board of Education. The supplements for such positions shall be as provided in Appendix III and IV. These amounts are to be in addition to the full salary schedule for each individual affected. If new positions are added, both parties must agree as to appropriate schedule placement for compensation.
- 4.3 All special-duty supplements shall be paid within a month of the end of the season or completion of the activity and dependent upon the completion of all duties and necessary paperwork.
- 4.4 The Board will continue to support membership provisions for each Professional Employee in the Blood Bank of Delaware when requested by individual Professional Employees.

- 4.5 The Board will provide at no cost to the Professional Employee a \$25,000 Group Life Insurance Policy with accidental death and dismemberment provisions for each Professional Employee.
- 4.6 Professional Employees holding appropriate certification in the subject and/or grade area of their employment will be reimbursed in accordance with the conditions described below for each credit hour of work, based upon the normal and regular charges made per credit hour by the University of Delaware. The board will only reimburse individuals for actual expenditures to the limit prescribed in the previous sentence. A reimbursement will be contingent upon the Professional Employee's receiving prior approval and upon delivery of an official transcript of work successfully completed and properly documented receipt from the college or university showing that the tuition has been paid. Prior approval can only be granted through the proper processing of a "Professional Growth/In-service Approval Form" available in each school office.
- A. If the Professional Employee completes work at an institution other than the University of Delaware, reimbursement will be limited to a rate not to exceed the current credit-hour rate charged by the University of Delaware.
 - B. It is the intent of this Agreement that approval of courses for the purpose of reimbursement to individual Professional Employees will be made for course work that is in education, in field of specialty, or relevant to any assignment/activity performed by that employee.
 - C. A Professional Employee who has achieved National Board Certification or recertification will be eligible for reimbursement, pursuant to the conditions of this article, for the equivalent of a single 3-semester-hour course. The amount received from the Cape Henlopen School District, in combination with the State contribution and any other sources, shall not exceed the total fee for the National Board Certification or recertification program.

Conditions and procedures that shall apply are:

- A. Professional Employees will be reimbursed for courses up to and including twelve (12) credit hours completed between July 1 and the following June 30 with a maximum of nine (9) credit hours during the regular school year. Reimbursement will only be approved for one (1) course to be taken at any time during the school year. No individual will be reimbursed for more than three (3) credit hours in a given year (July 1 to June 30) until such time it can be determined that funds available will permit everyone requesting reimbursement in that year to be reimbursed for up to three (3) credit hours. Reimbursement for courses up to three (3) credit hours shall be considered and authorization made in the sequence of receipt of applications for approval of specific courses.

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

Based on availability of funds, all individuals requesting a total of seven to nine (7-9) credit hours will receive reimbursement from the remaining funds for the third three (3) credit hours. These funds will be equally distributed among these individuals on a per-credit-hour basis.

Based on availability of funds, all individuals requesting a total of ten to twelve (10-12) credit hours will receive reimbursement from the remaining funds for the fourth three (3) credit hours. These funds will be equally distributed among these individuals on a per-credit-hour basis.

- B. Courses or credits in specialized professional fields other than education (example: theology, law, business administration, etc.) will be recognized for tuition reimbursement only if such courses or credits are acceptable for placement on the salary schedule by the Professional Accountability Section of the Department of Education.
- C. Only courses or credits in the subject matter area of a particular Professional Employee's assignment (home economics, French, Spanish, English literature, or grammar, etc.) will be recognized for the purposes of tuition reimbursement by the Board except in cases in which the Professional Employee is pursuing a program of studies leading to a Master's degree, in which case the Professional Employee must submit for approval an outline of a program listing courses to be completed as a requirement for a Master's degree. A maximum of fifteen (15) credit hours will be recognized for the purpose of tuition reimbursement for courses other than in a Professional Employee's subject area for such Professional Employees pursuing a Master's degree. Another exception is noted in "D".
- D. A Professional Employee may receive reimbursement for all or a portion of the tuition of courses other than in the subject area of his/her assignment depending on the sum total of all tuition costs as outlined in other paragraphs in this Section (except for Professional Employees pursuing a Master's degree as described in "C"). A Professional Employee wishing to have tuition costs considered for reimbursement in whole or in part when courses are not in the Professional Employee's assigned subject area shall submit a Request for Prior Approval form before matriculating in a course in question. The application form submitted by a Professional Employee for such a course as described in the two previous sentences will be filed and reimbursement authorized in an amount to be determined on a pro rata basis. The maximum funds to be used in determining such authorization shall be the residue of funds available after all Professional Employees have been reimbursed for tuition costs covering courses completed in their subject area assignment (except for courses described in "C").
- E. Partial reimbursements as described in "D" shall be considered and authorization made, if practicable, during the month of June each year of this Agreement.
- F. Reimbursement covering tuition costs shall be considered and authorization made in the sequence of receipt of applications for approval of specific courses.
- G. The Board will provide local funds for reimbursement of tuition costs as described in previous paragraphs. This money shall be in addition to any State allocation for tuition reimbursement. For the life of this contract the Board will provide an amount of \$40,000 each year for tuition reimbursement plus \$10,000 each year for exclusive use of Consortium staff for required course work to complete their certification for autism. In the event that the total amount of money allocated is not used during a contract year, the balances will be added to the appropriation of the subsequent year.

4.7 The Board agrees to provide funding for members of the bargaining unit for payment toward the approved state medical/health plan coverage to a maximum of \$105 per month for the life of this contract.

- A. The Board will not provide the State-supported premium cost for a Professional Employee who is ineligible for coverage as defined by the State of Delaware. A Professional Employee who is

otherwise eligible for a district contribution may not receive a cash equivalent of the contribution in lieu of the coverage itself.

B. Part-time Professional Employees working a minimum of 18.75 hours per week shall be eligible for this benefit.

4.8 The Board agrees to provide funding for members of the bargaining unit for a dental plan that provides a minimum coverage as follows:

A. Employee (annual coverage capped at \$1000)

*Diagnostic & Preventive

100% of the dentist's usual, customary, and reasonable fees or of the fees actually charged for Diagnostic & Preventive service, whichever is less.

*Basic Benefits

80% of the dentist's usual, customary, and reasonable fees or of the fees actually charged for Basic service, whichever is less.

*Major Benefits

50% of the dentist's usual, customary, and reasonable fees or of the fees actually charged for Major service, whichever is less.

B. Family Members (annual coverage capped at \$1000 per dependent)

*Diagnostic & Preventive

80% of the dentist's usual, customary, and reasonable fees or of the fees actually charged for Diagnostic & Preventive service, whichever is less.

*Basic Benefits

80% of the dentist's usual, customary, and reasonable fees or of the fees actually charged for Basic service, whichever is less.

*Major Benefits

50% of the dentist's usual, customary, and reasonable fees or of the fees actually charged for Major service, whichever is less.

*(As defined in the district contract with the insurance provider on the effective date of this contract.)

C. Part-time Professional Employees working a minimum of 18.75 hours per week shall be eligible for the employee coverage. To be eligible for family coverage, an employee must work a minimum of 30 hours per week.

4.9 The District will provide a disability insurance plan for those who elect to remain with the Cape district plan for members of the bargaining unit who are not enrolled in the State of Delaware disability insurance plan. Those who elect to remain will pay up to \$100 per year in premium costs that will be deducted from one's pay. An employee must elect annually to continue in the plan. If an employee in any year elects not to enroll, s/he may not re-enroll at any time in the future. The District's plan will provide a disability benefit of 66 2/3% of an employee's pay at the time of disability. The elimination period will be ninety (90) days or end of sick leave, whichever is greater. Benefits will be paid to age

sixty-five (65). All other conditions of the coverage will be substantially identical to that found in the policy with the UNUM insurance company, the original carrier. When all currently insured no longer need coverage (sever employment, coverage through another comparable plan, etc.) the District's obligation to provide coverage will cease.

- 4.10 From January 1, 2013, and for the life of the contract, the District will pay into the Delaware State Flexible Spending Account \$500 on behalf of each member who properly enrolls. The plan shall be administered pursuant to applicable procedures, laws, and regulations. In lieu of participation in the Delaware State Flexible Spending Account, an employee may elect to receive a taxable payment of \$350 to be distributed in paychecks throughout the year.
- 4.11 Those Professional Employees who are required to attend any required meetings that extend more than thirty (30) minutes beyond the contractual work day will be paid a minimum of one hour at the maximum State hourly rate. For meetings that extend more than an hour beyond the contractual work day Professional Employees will be compensated in quarter-hour increments at the maximum State hourly rate.

ARTICLE V PROFESSIONAL EMPLOYEE RIGHTS

- 5.1 Pursuant to Chapter 40, Title 14, Delaware Code, the Board and CHEA hereby agree that every Professional Employee employed by the Board shall have the right freely to organize, join, and support the CHEA and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of Delaware, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Professional Employee in the enjoyment of any rights conferred by this law or other laws of Delaware or the Constitutions of Delaware and the United States. The Board or its representatives shall not discriminate against any Professional Employee with respect to salaries, Professional Employee benefits, and working conditions by reason of his/her membership in the CHEA and its affiliates, his/her participation in collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any working conditions.
- 5.2 Just Cause Provision - No disciplinary action including the following: discharge, discipline, reprimand, reduction in rank or compensation, arising from any activity on behalf of the School District (with the exception of summer school activities) shall be taken against any Professional Employee without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- 5.3 An employee shall not under normal circumstances be disciplined or reprimanded in front of staff members, students and/or parents of students by the administration or supervisory staff. It is recognized that in special circumstances affecting the immediate safety of students it may be necessary to immediately reprimand or discipline an employee. Such action shall be taken with maximum discretion.
- 5.4 When any Professional Employee is requested to participate in a meeting with an administrator, the Professional Employee shall be informed of the purpose of the meeting, and if the Professional Employee reasonably believes the meeting will result in disciplinary action, the Professional Employee has the right to refuse to submit to the meeting without representation. Such a meeting shall, however, in all events take place within two (2) days of the time the Professional Employee is requested to

participate in the meeting. The Professional Employee's representative is present to observe, assist the Professional Employee, clarify the facts, suggest other Professional Employees who may have knowledge of the facts, and help insure fair treatment for the Professional Employee. All efforts shall be made to provide the Professional Employee with an opportunity to give his/her own account of the situation. When necessary, substitutes and/or internal coverage will be provided for the employee and his/her CHEA representative.

- A. If a Professional Employee is required to appear before the Board or an agent of the Board for the purpose of confronting the Professional Employee with allegations of misconduct and the results of such a meeting could adversely affect the Professional Employee's continued employment or salary, the Professional Employee shall, at least three (3) days prior to the meeting, be given written notice and specific reasons for the meeting. Where there are reasonable grounds to believe that such notice will result in the destruction of or non-availability of necessary evidence and witnesses, the requirement to provide notification may be suspended only as long as it is necessary to secure the evidence or witnesses.
- B. A Professional Employee may request representation of his/her choice prior to or at any point during a meeting. If the Professional Employee requests representation, the employer shall postpone the meeting for a reasonable period of time [no later than two (2) days] in order for the Professional Employee to secure representation.
- C. The exercise of the right to representation by the Professional Employee shall not interfere with normal employer prerogatives. The employer may continue the investigation of an incident leading to discipline without interviewing or meeting with the Professional Employee in question.
- D. The provisions of this article shall not apply to work-area conversation, such as: providing instructions, training, or suggestions to improve work techniques, or in cases where a building administrator requests a fact-finding meeting.

5.5 No Professional Employee shall be prevented from wearing pins up to 1 3/4 inches or other identification of membership in the CHEA or its affiliates.

5.6 The teacher shall be the professional responsible for determining his/her individual student grades within the procedural framework of the grading policy as established by the district. No grade shall be changed capriciously and arbitrarily or without prior consultation with the teacher. If a grade has been changed, as assigned by the teacher, the building principal making such a change shall notify the teacher involved, in writing, of the change and the reason for such. The building principal making such a grade change shall include in the file and on the report card of the student whose grade was changed the original grade and the change with a note to the effect that the grade was changed. This document will be signed by the building principal who changed such grade. The building principal is the only individual authorized to make such a change.

5.7 Professional Employees shall not be required to drive students to activities that take place away from the school building. A Professional Employee may do so voluntarily with approval of his/her principal. He/she shall be compensated at the rate designated by the State of Delaware for the use of his/her own automobile.

- 5.8 Members of the CHEA will be entitled to have CHEA representatives when a CHEA member is required to appear before the Board of Education following a reprimand by the Board or when a reprimand is to be given by the Board.
- 5.9 Each Professional Employee in the bargaining unit shall be provided on the first day of each work year with copies of the employer's policies, guidelines, standard operating procedures, and rules and regulations concerning pupil behavior and duties, responsibilities, and relationships of all personnel regarding enforcement.
- 5.10 The employer agrees to provide and maintain teaching materials for each Professional Employee in the bargaining unit after approval by responsible district administrators.
- 5.11 School Access
- A. Recognizing a need for Professional Employees to have access to their teaching stations beyond the normal school day for job related professional business, the district will provide an entry system for each school. Access shall not be unreasonably denied to Professional Employees. Abuse/misuse of the provisions of this article could result in disciplinary action.
- i. Professional Employees who access a building while custodial employees are present shall not interfere with custodial duties. There will be no custodial overtime costs as a result of building access as defined in this section. During weekends, summer, and holidays, Professional Employees enter the building at their own risk, unless participating in a district-approved program not covered under a "building use agreement."
 - ii. Professional Employees shall leave the building in good condition.
 - iii. Person(s) accompanying the Professional Employee may enter the building only with prior written approval of the building administrator. Under all circumstances, additional person(s) accompanying the Professional Employee shall remain under the direct supervision of the Professional Employee and shall remain in the Professional Employee's work station(s).
 - iv. Animals, other than classroom pets, shall not be brought into the building.
 - v. Professional Employees will leave their respective work station(s) and building secure (including, but not limited to - lights out, windows and doors closed and locked, equipment put away and turned off; and water turned off).
 - vi. If the Professional Employee discovers a situation that could jeopardize the health/safety of an employee or condition of the building, the Professional Employee will make a reasonable effort(s) to remedy the situation.
- B. Professional Employees supervising extracurricular activities shall be given keys to appropriate related areas for the duration of the season/program. Coaches supervising approved programs beyond a season shall have access to the appropriate related areas for the duration of the program.

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

ARTICLE VI

PROTECTION OF PROFESSIONAL EMPLOYEES AND THEIR PROPERTY

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

B. Providing the Professional Employee has complied with all the requirements of the most current “Student Activity Funds Management Guide”.

6.6 Within each classroom or workstation the employer agrees to provide each professional employee a separate, individual, lockable space to secure personal items.

ARTICLE VII PERSONAL AND ACADEMIC FREEDOM

7.1 The personal life of a Professional Employee is not an appropriate concern or attention of the Board except as it may significantly impair the Professional Employee from performing his/her assigned functions during the workday.

7.2 Professional Employees shall be entitled to full rights of citizenship, and no religious or political activities (away from and apart from the school or school programs) of any Professional Employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such Professional Employee.

7.3 Teachers will be guaranteed the right to explore issues relevant to the content of the course they are teaching so as to ensure maximum potential growth of the students, as long as these issues are relevant to and not in conflict with accepted district philosophy and/or approved district curriculum.

ARTICLE VIII MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

8.1 To provide an educationally sound environment, discipline must be maintained according to the District Student Code of Conduct and applicable building discipline policies at levels where the Student Code of Conduct does not apply. It is the responsibility of all professional personnel to insist upon and maintain control of all students as provided for in these policies. Administrators will provide prompt, effective, and consistent support pursuant to applicable policy for Professional Employees when student disciplinary infractions occur.

8.2 Disruptive Students

8.2.1 Pursuant to the Student Code of Conduct, with proper documentation an employee may remove from class or whenever disruptive behavior occurs, a student whose misbehavior or disruptive behavior makes the continued presence of the student in the classroom intolerable or detrimental to the other students. This student will be directed to an area that has been designated by the building administrator. Unless specifically created for that purpose or in case of extreme emergencies where no other supervised area is available, no employee’s class will be used as a place to send disruptive students for disciplinary reasons or as a holding area for unsupervised students. This will include libraries and study halls. A student so excluded will be returned to class after the building administrator or designee confers with the student and takes appropriate action in accordance with the Student Code of Conduct. Normally, when the student is returned to class, the employee will be informed as to what action has been taken. Additionally, when a written referral has been submitted, employees will be informed by

the administrator or the designee in writing within five (5) business days as to the status of the disciplinary referral.

- A. When disciplining students, the building administrator or designee will take appropriate action as specified by the Student Code of Conduct.
- B. A copy of all written discipline reports along with the resolution will normally 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 students referred by the teacher to the Administration for discipline reasons. It is not the intent of this section to deny information to a teacher concerning prior disciplinary matters, intervention strategies, etc., regarding students who are chronically disruptive in that teacher's classroom.

- 8.3 Every student shall be informed of his/her responsibilities as outlined in the Student Code of Conduct at the beginning of each school year. The principal shall be responsible for reviewing these policies each year with his/her staff and insuring that all students are informed of the rules and regulations specified by the Student Code of Conduct during the first full week of school.
- 8.4 Each school will devote a portion of the in-service time at the beginning of each school year to review procedures and define responsibilities as outlined in the Student Code of Conduct. New professional personnel will receive training as to the nature and implementation of the District and Building policies where applicable.
- 8.5 It is further recommended that school staff meetings be held on the elementary and secondary levels to exchange successful techniques in student discipline.
- 8.6 The CHEA President or his/her designated representative shall be a standing member of the District Discipline Committee.

ARTICLE IX PERSONNEL FILE

- 9.1 Any Professional Employee may review with a representative of the Office of Human Resources, the contents of his/her personnel file with the exception of confidential reference forms and letters. Any such confidential reference forms and letters that are not in the official personnel file and not made available for the employee's perusal during review by the employee may not be used in any disciplinary proceeding, including dismissal, against the employee. The Professional Employee shall make a request to the Office of Human Resources two (2) working days prior to the review of the material. Such review will not normally be made more than three (3) times during the school year and will be made during the regular and normal working hours of the Office of Human Resources at a mutually agreed-upon time.
- 9.2 No material, including records of court proceedings, derogatory to a Professional Employee's conduct, service, personality, or character shall be placed in the employee's personnel file without the Professional Employee receiving a copy. Such material will be sent to the Professional Employee through the United States Postal Service with return receipt requested. Prior to material being forwarded to the district central file, the administrator will discuss the situation with the Professional Employee. Such material shall be forwarded to the district central file by June 30 of that calendar year.

If confirmation of the receipt of material has not been received by the June 30 date, the timeline shall be extended until such time that receipt can be confirmed. The Professional Employee shall have the right to comment upon material filed, and his/her comment shall be reviewed by the Superintendent of Schools or his/her designee and attached to the file copy. The Professional Employee has the right to attach a letter of comment to court proceedings.

- 9.3 The district recognizes the need for confidentiality of and the limiting of access to personnel records. Anyone who reviews a Professional Employee's file shall sign and date a mutually developed form. The completed form will be placed in the Professional Employee's personnel file and a copy will be sent to the Professional Employee. Staff employed in the Office of Human Resources may have access and review for routine duties without completing the review form.
- 9.4 A Professional Employee may request in writing that reprimands and other material of a disciplinary nature that have been placed in his/her personnel file be removed. Such request may only be made after a period of three (3) years from the date of placement in the personnel file and if no documentation of similar offenses have been placed in the file in the three (3) year period. Request shall be made to the superintendent of schools. The superintendent's decision as to whether requested documents shall be removed from the employee's personnel file is final, shall be issued in writing, and shall not be subject to the grievance procedure.
- 9.5 A Professional Employee shall be permitted to have material in his/her file reproduced. Such reproduction shall be done in the school district office at the convenience of district office staff and at the expense of the individual Professional Employee.
- 9.6 Files shall not be removed from the district office building except by appropriate administrative personnel.
- 9.7 A representative of the CHEA shall, at the Professional Employee's request, accompany the Professional Employee and be present during the Professional Employee's review of his/her file. A Professional Employee shall provide notarized written authorization for an Association representative to view one's file in one's absence.
- 9.8 There shall not be established any separate personnel file other than the official one kept at the district office building.

ARTICLE X TEACHER ASSIGNMENT AND POSTING OF VACANCIES

10.1 Definitions

- A. Transfer - A transfer is any change in assignment that involves movement from one building/administrative unit to another.
- C. Reassignment - Any substantial change of assignment (for example: change of subject area or grade level) within one building/administrative unit. The Sussex Consortium in a single administrative unit with multiple locations. A change of position from one Sussex Consortium location to another will be considered a reassignment.

- C. Permanent Position Vacancy - A permanent vacancy is any professional position in the district currently unencumbered or expected to become unencumbered by virtue of resignation, retirement, or other similar event, or because it is newly created.
- D. Temporary Position Vacancy - Any professional position in the district with a finite duration and/or currently encumbered by a Professional Employee on temporary leave of absence.
- E. Seniority - Length of service in accordance with the Cape Henlopen School District Professional Employees RIF List as determined by Article XI Reduction in Force (RIF). Service as an administrator shall count toward service credit.

10.2 Posting of Vacancies

- A. The posting shall include, but not necessarily be limited to, title of position, certification requirements, whether the position is temporary or permanent, type of salary schedule applicable, preferred qualifications, and whether the position is full-time or part-time.
- B. All vacancy postings shall be sent electronically to all Professional Employees.
- C. Positions that are not filled will continue to be electronically posted until filled.
- D. The District shall acknowledge the receipt of all applications for posted positions within fifteen (15) days.

10.3 Vacancies and Transfers

Both parties agree that all Professional Employee vacancies will be filled by advertising the vacancy and that each qualified applicant will receive equal consideration for the position. When all selection criteria (including but not limited to the employee's attendance and most recent evaluation) have been met equally by two or more candidates:

- A. From among qualified applicants a minimum of three candidates shall be afforded an interview for the position.
- B. Only those Professional Employees who make written application during the first five (5) days of the posting period shall be considered for transfer into the position. A standard certificate, experience in teaching the subject/grade levels, and/or special training/education essential for effectiveness in the position may be special qualifications. From among the qualified internal applicants, the most senior, as detailed on the RIF list, shall be afforded an interview for the position. An acceptable attendance pattern and the absence of an operative improvement plan under DPAS II are minimum qualifications.
- C. In the absence of any internal qualified candidates, other internal candidates lacking all qualifications and making application within the posting period may be considered along with non-district employee applicants for the position. A Professional Employee who is involuntarily transferred/reassigned to a position that requires the employee to acquire additional coursework, who makes written application during the posting period, for a position for which s/he is certified and qualified, within two (2) years from the effective date of transfer/reassignment, shall receive preference for the position for which application is made.

- D. In the event the most senior applicant on the RIF list is not awarded the position, the reasons for said decision will be made available in writing upon request by the Professional Employee. Reasons must be valid and factually based.

10.4 Employer-Initiated Transfers and Reassignments

- A. Employer-initiated transfers will only occur when a change in program or enrollment make such a change necessary or when a specific problem that has been identified makes such a change necessary. The person within the building/administrative unit in the certification area from where the transfer is necessary with the least district seniority will be the one selected for the transfer unless doing so would create a specific defined problem. Professional Employees involved in the changes will be notified when such decisions are made.
- B. Employer-initiated reassignments will only occur when a change in program or enrollment make such a change necessary or when a specific problem that has been identified makes such a change necessary. Prior to a reassignment occurring, the building administrator will ask all professional staff members working in the building if they are interested in the available position. The staff member chosen to be reassigned will be solely at the discretion of the administrator. Professional employees involved in the changes will be notified when such decisions are made. Reassignments shall be at the discretion of the administration. Such decisions will be made by August 1 of each year unless a unique circumstances occurs after August 1.

10.5 Employee Request for Reassignment & Transfer

- A. Any Professional Employee who desires a reassignment or transfer must file a letter of interest through the online application process with the Office of Human Resources pursuant to 10.2.D.
- B. A Professional Employee initiated reassignment or transfer shall only be considered for the position for which a letter of interest is submitted through the online application process. A new request must be submitted each school year if the Professional Employee continues to desire a reassignment or transfer.

10.6 Summer School, Extended School, Extra Instructional Programs

- A. When filling vacancies for summer programs such as summer extended year, early or after school, or any program offered during a time other than the employee contract day, consideration for that position will be given to applicants and the position shall be awarded using the following procedure.
- i. Vacancy announcements shall be posted for all open positions.
 - ii. The first right of appointment goes to permanent Cape employees who are certified in the area of hiring and who performed satisfactorily within that program during the previous session and are requesting to be employed for the entire upcoming session. The employee must also have satisfactory performance in their current job assignment. They may be reappointed by a member of the administrative staff responsible for the program. Interviews will not be required.

- iii. The second right of appointment goes to permanent Cape employees who work in the building, have achieved a satisfactory on all sections of their most recent regular evaluation, and are requesting to be employed for the entire upcoming session. They may be appointed by the member of the administrative staff responsible for the program. Interviews will not be required.
- iv. The third right of appointment goes to permanent Cape employees who are certified in the area of hiring, who work in the building, have achieved a satisfactory on all sections of their most recent regular evaluation and are requesting to be employed for the entire upcoming session. They may be appointed by the member of the administrative staff responsible for the program. Interviews will not be required.
- v. The last right of consideration goes to the remaining permanent Cape employees, temporary employees, non-employee candidates and those requesting to be employed for only part of the upcoming session.
- vi. Final employment decisions will be made by the Board based upon the recommendation of the Superintendent of Schools.

B. In the case of an extra-time program required by the ESEA, No Child Left Behind Act, the order for offering positions shall be pursuant to 10.6A i-vi.

10.7 Special Education Coordinators shall be appointed by building administrators and shall have proper certification and qualification for the position. Each school that has earned at least three (3) special education units shall have a Special Education Coordinator. Release time for conducting responsibilities of the position shall be based upon the number of special education units earned by the building. Stipends will be dependent on the building location for each special education coordinator

- A. Each Special Education Coordinator shall receive 225 minutes of release time per week in addition to that provided in Article 12.1 in buildings with 3 to 9 special education units.
- B. Each Special Education Coordinator shall receive 300 minutes of release time per week in addition to that provided in Article 12.1, for 10 to 19 special education units.
- C. A building with 20 or more special education units shall qualify for the equivalent of a full day release coordinator.
- D. Additional high school coordinators as necessary will be assigned and paid at Group III of the extra-duty schedule. Elementary and middle school coordinators shall be compensated at Group III of the extra duty schedule. Elementary and middle school team leaders who also are appointed special education coordinators will receive compensation for both activities. IEP administrative designees who are not coordinators shall be paid the State-approved in-service rate when they perform that role in the absence of an administrator or a special education coordinator with prior approval for hours worked beyond the school day.

ARTICLE XI
REDUCTION IN FORCE (RIF)

- 11.1 Maintenance of the number of Professional Employees appropriate to effectively carry on the educational program of the district is a Board responsibility. The purpose of this policy is to establish the manner in which the necessary reductions of those Professional Employees will be accomplished.
- 11.2 RIF Policy for Professional Employees - Reduction in Force (RIF) shall be just cause for dismissal. When a Reduction in Force is necessary because of a decrease in student enrollment, changes in curriculum, shortage of funds, or changes in the use of Professional Employees, the superintendent shall identify the area, subject, level, or programs that will lose Professional Employee positions, as well as the date that such reductions are necessary and make such recommendations to the Board.
- 11.3 When a Reduction in Force is necessary, the superintendent will make his/her recommendations to the School Board in accordance with the following procedures which recognize the rights of tenured teachers of long service and also the need for the Board to provide qualified Professional Employees for all programs.
- 11.4 Professional Employees subject to reduction in force will receive notification in writing by May 15.
- 11.5 Prior to the "RIFing" of tenured Professional Employees, the Board shall attempt to reduce staff in the affected area through voluntary retirement(s), voluntary reassignment(s), or voluntary leaves of absence.
- A. Non-tenured Professional Employees in the affected area(s) will be terminated first.
 - B. Professional Employees on Board-approved leaves of absence shall be subject to all provisions of this policy.
 - C. Professional Employees who have been dismissed for any reason other than reduction in staff are not subject to the provisions of this policy. If a Professional Employee resigns voluntarily and is subsequently rehired, he/she shall regain his/her years of previous service after serving the number of years equal to the number of years of separation.
 - D. Date of employment shall mean the first day of service for which the Professional Employee is paid. To receive credit for a month of service, the employee must be employed for sixteen (16) or more calendar days.
 - E. A Professional Employee newly hired after the first required working day of the school year, and whose employment begins during that school year, shall receive a contract. Such Professional Employee shall be placed on the ranked list in accordance with the date of such employment, provided there has been no break in employment.
 - F. By February 15 of each school year, the Office of Human Resources shall assign points to each Professional Employee, tenured and non-tenured, based upon the following designated categories. The Professional Employee with the lowest point total among each district-wide

department or "component" is the first Professional Employee to be laid off. A "component" is a teaching area within a department that requires special preparation (e.g., French within a foreign language department). In order to teach a particular component at the secondary level (grades 7-12), the Professional Employee must meet certification as defined by the State Department of Education for that specific component.

- G. A Professional Employee who has successfully taught for at least two (2) years in the district in a field in which he/she is fully certified and who transfers (voluntarily or involuntarily) into an additional area for which he/she is fully certified shall remain on the ranked list for the first field of proven expertise. If the Department of Education has not established certification requirements for a specific component, the Professional Employee shall meet the minimum requirements as set by the district. At such time as the Department of Education establishes specific requirements, the state requirements will supersede local requisites. After an additional successful two (2) year period in the additional field, the Professional Employee shall qualify for placement on the ranked lists for each department with his/her total point accumulation.
- H. A ranked list of Professional Employees in each department/component indicating point totals shall be electronically transmitted to all Professional Employees by February 15 of each school year. Any Professional Employee who desires to challenge his/her ranking on the list shall notify the Administrator of Human Resources in writing prior to March 1. A Professional Employee's appeal of his/her seniority or classification must set forth the basis for the appeal. A final ranked list shall be electronically transmitted to all Professional Employees by March 31 of each school year. If a Professional Employee's seniority or classification is different on the second list as compared to the first list, such an employee has seven (7) school days from the posting of the second list to appeal the change. Rankings not challenged as provided above shall be regarded as correct by the Professional Employee and no further appeals shall be honored.

11.6 Categories

A. Category I. Teacher Experience

- i. Two (2) points for each year of full-time employment in the Cape Henlopen School District. A full-time Professional Employee is defined as one who works in accordance with the work day set in the board policy.
- ii. One (1) point for each year of half-time employment in the Cape Henlopen School District. A half-time Professional Employee is defined as one who works for the Cape Henlopen School District for a minimum of one-half of the day as described by Board Policy, but not working full-time.
- iii. No points for each year of part-time employment in the Cape Henlopen School District for Professional Employees working less than one-half of the defined day.
- iv. One-half (1/2) of a point for each year of full-time teaching experience outside the Cape Henlopen School District.
- v. Two tenths (2/10) of a point will be given for each month of service within the district for segments of a year. Five one-hundredths (5/100) of a point will be given for each month of service outside the district for segments of a year.

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

B. Category II. Preparation

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

C. Category III. Breadth of Preparation

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

Category I	x 5
Category II	x 4
Category III	x 3

11.7 In case of a tie, the first tie-breaker will be the total number of points in Category I; the second tie-breaker will be the total number of points in Category II; and the third tie-breaker will be the total number of points in Category III. If a tie still exists at this point, the superintendent will recommend to the Board of Education the individual to be retained, taking into consideration extracurricular activities, community involvement, and school committee work.

11.8 Professional Employees dismissed by way of the RIF procedures will be placed on a recall list, maintained by the Administrator of Human Resources, for a period of one (1) year with an option to be continued on the list for two (2) additional years. Professional Employees will be offered reemployment in any previous employment fields for which they held certification in reverse order of their dismissal. Professional Employees who have been "RIFed" and subsequently recalled by the district shall maintain all accumulated seniority which they had established at the time of their "RIFing." "RIFed" employees with multiple certifications will be considered for positions that open for which they are certified.

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

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

11.10 It shall be the responsibility of Professional Employees on the recall list to inform the Administrator of Human Resources in writing of address and/or phone changes and of their desire to be continued on the recall list for an additional year.

11.11 Individuals who have been laid off and who are on the recall list may continue fringe benefits where the company/carrier permits if the employee agrees to pay the premium(s). Information regarding fringe benefits and responsibilities of the "RIFed" personnel will be distributed to all "RIFed" personnel by the district office by May 30.

11.12 Professional Employees on the recall list shall, upon written request, be given first consideration as substitute teachers within district.

11.13 The Board shall provide CHEA and each building principal a copy of the recall list by May 15 of each year.

11.14 Appeal of the RIF procedure is covered under Due Process Procedures as found in Delaware Code and this contract.

11.15 Departments and Components

Because of new License/Certification issues, the listing of Departments and Components may vary. As Titles and Certification changes, the list may be modified periodically throughout the contract period to accommodate these changes from the Department of Education. Certification requirements can be found at <http://regulations.delaware.gov/AdminCode/title14/1500/index.shtml>

Agriculture/AgriScience

Art

Business Education

Computer Technology/Technology Education Teacher

Counseling/Secondary School Counselor

Drivers Education/Driver Education and Traffic Safety Education Teacher

Early Childhood

Elementary
 English
 ESL
 Family and Consumer Sciences
 Foreign Language/World Language Teacher
 French
 Spanish
 Italian
 Health
 Hearing Impaired/Teacher of Students Who Are Deaf or Hard of Hearing
 Instructional Technology Specialist
 Industrial Arts/Technology Education Teacher
 JROTC
 Library/Media Specialist/School Library Media Specialist
 Local Systemic Change Agent – Reading
 Mathematics
 Mathematics Specialists
 Middle Level Science
 Music
 Nurse/School Nurse
 Occupational Therapist
 Physical Education
 Psychologist/School Psychologist
 Science:
 Biology
 Chemistry
 Earth Science
 Life Science
 Physical Science
 Physics
 Social Studies
 Special Education:
 Behavior Manager
 Special Education:
 Early Childhood
 Exceptional Children Special Education Teacher
 Speech Therapist (Not a Certified Teacher position)
 Social Worker/School Social Worker
 School Reading Specialist
 Technology Education
 Theater
 Visiting Teacher

**ARTICLE XII
PREPARATION AND PLANNING TIME**

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

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

A. Throughout the life of the contract, each professional employee shall have a minimum of three hundred seventy-five (375) minutes of planning and preparation time each full school week.

i. Except in the case of an emergency and or meetings required by law, such as but not limited to RTI, IEP, Manifestation Determinations, DPAS II, and School Review, each professional employee shall have forty-five (45) consecutive minutes of planning time totaling two hundred twenty-five (225) minutes per full week. One hundred thirty-five (135) minutes of this time will be used at the discretion of the professional employee. The remaining time will be used at the discretion of the administration.

a. Sussex Consortium professional employees shall have this planning time within the Professional Employee contract day.

b. All other professional employees shall have this planning time within the student day.

ii. All professional employees shall be allocated the remaining one hundred fifty (150) minutes per full school week within the Professional Employee contract day and in increments not less than thirty (30) minutes. After consultation with the employee, special circumstances may warrant flexibility in the scheduling of this planning and preparation time. One hundred twenty (120) minutes of this time will be used at the discretion of the professional employee. The remaining time will be used at the discretion of the administration.

iii. Unless otherwise agreed to and/or in the case of an emergency, the building administration shall not usurp more than two (2) planning periods per month for other necessary meetings.

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

12.3 Planning periods referred to herein shall be limited to such activities as lesson preparation and/or other purposes related to the instructional program. Use of planning time shall be primarily at the discretion of the Professional Employee and shall not be usurped as long as it is consistent with the above definition and district procedures or policies. Except in the case of an emergency, teachers will not be asked to cover another teacher's class during a planning period.

- 12.4 Professional Employees employed for more than sixty (60) percent of the teacher day shall be provided as paid work time a pro rata portion of the planning time provided to full-time Professional Employees.
- 12.5 Time spent traveling between buildings by Professional Employees, of whom such travel is required shall not be counted in the calculation of planning and preparation time or duty-free lunch as provided in this article.
- 12.6 Throughout the life of the contract, one day, without interruption, at the beginning of each work year shall be reserved wholly for the use of Professional Employees in preparing their classrooms and/or materials for the ensuing school year. The administration shall schedule the first of the end of the year professional work days for district/building meetings and/or in-service. After that day, one day, without interruption, will be reserved wholly for the use of Professional Employees for the tearing down/packing of classrooms/buildings at the end of the work year. Unless there are extenuating circumstances, district or building meetings will not be scheduled on those days.
- 12.6 Meetings
- A. Each school building shall have an established building leadership team that will be comprised of grade level/department/team chairs, building administration, a CHEA representative, a special education representative, and a related arts representative. The team may also include a counselor or social worker, and the building nurse. When applicable, a Sussex Consortium representative may be assigned as a team representative to their assigned satellite site in collaboration with the building and the Sussex Consortium administrations.
- i. Each grade level/department/team will select a representative to be the grade leader/department chair. The special education coordinator shall be appointed by the building administrator.
 - ii. The administration may also seek input and consider recommendations of the building leadership team regarding but not limited to topics such as budget, school-wide initiatives, delayed opening and planned early dismissal schedules, and problem solving.
 - iii. A building administrator may facilitate the meetings.
 - iv. The representatives of the building leadership team will serve as a channel for bringing staff concerns to the agenda for discussion.
 - v. Building leadership team members who are not already receiving stipends from Appendix IV and who are standing members of the team and/or invited by the building administration to attend, shall be paid the hourly in-service product rate for attending meetings.
- B. In addition to the in-school work day, Professional Employees shall participate in activities that promote the educational process or provide professional growth. Recognizing that circumstances may vary from school to school, the parties agree to the following needs:
- i. Recognizing that the administration needs more than one meeting a month to successfully and efficiently manage a building, a building administrator may schedule up to three (3) professional meetings per month: e.g., faculty meetings, department meetings, building committee meetings, and/or grade level/team meetings.
 - ii. After input/discussion with staff or building representatives, such meetings shall be held on the day of the week established by the building leadership team in each building.

- iii. This does not include volunteer action committee meetings, social committee meetings, and meetings of department heads that are initiated by individual Professional Employees or groups of Professional Employees or emergencies.
- C. Excluding the Sussex Consortium and except in the case of emergency or with mutual consent, all meetings will take place no later than 10 minutes after the student day. All meetings, including the Sussex Consortium, shall last no longer than 45 minutes plus 15 minutes for a CHEA meeting thereafter.
- D. With the exception of emergency meetings, notice of meetings will be given a minimum of five (5) days in advance, and an agenda for a meeting shall be provided to employees one (1) day in advance of the meeting. Such agenda may be modified and updated at the time of the meeting. Employees may recommend that items be placed on the agenda.

ARTICLE XIII CURRICULUM ADOPTION STUDY COMMITTEE

- 13.1 When considering new curriculum, textbooks, and instructional materials for adoption and purchase as part of a district-wide curriculum adoption, the Board agrees to consider the recommendation of the Curriculum Study Committee. The committee shall consist of district administrators and other members selected from the Professional Employees. The decision of the Board will be final.
- 13.2 Professional Employees will receive individual written notices of the pending formation of a Curriculum Study Committee. Professional Employees interested in serving on this committee after notification shall submit their names in writing to the appropriate director of curriculum for consideration for said committee. The administration will appoint a committee with a balanced representation of communities, grade levels, and subject areas involved in the curriculum study.
- 13.3 Prior to the adoption of the new district-wide curriculum, textbooks, or instructional materials, the Curriculum Study Committee will meet for curriculum development and to establish guidelines to be used for the adoption. Committee members will be paid at the state-approved in-service rate or receive in-service credit when meetings are scheduled at times other than the regular school year. It will be the decision of the committee as to which of the two (2) options will be chosen.

ARTICLE XIV MISCELLANEOUS PROVISIONS

- 14.1 The Board and CHEA agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of Professional Employees, or in the application or administration of this Agreement on the basis of race, color, religion, national origin, gender, or age.
- 14.2 If any provision of this Agreement or any application of this Agreement to any Professional Employee or group of Professional Employees is held to be contrary to law, then such provision or application

shall be deemed not valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- 14.3 Any individual contract between the Board and an individual Professional Employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement during its duration, the Agreement shall be controlling.
- 14.4 Copies of this Agreement shall be made available on the district website after the Agreement with the CHEA is consummated.
- 14.5 The CHEA president, upon advice of the CHEA Minority Action Committee (CHEA-MAC), shall recommend teachers to the superintendent of schools for participation in the development of the district's professional recruitment program. Teachers so recommended shall provide input into basic recruitment strategies and techniques as they relate to the employment of minority persons. The goal of such participation shall be to increase the number of minority persons successfully recruited into professional employment in the district. As part of this plan, minority teachers may be invited to participate in recruiting trips by the administration and/or Board.
- 14.6 The district shall provide a minimum of two telephone(s) with long distance capability in each building for Professional Employees to conduct district business in a relatively quiet, private setting where normal conversation is not overheard.

ARTICLE XV CHEA RIGHTS AND PRIVILEGES

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

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

- 15.16 The Board agrees to deduct from the salaries of its Professional Employees dues in compliance with Title 14, Section 4004C, Delaware Code, and under the rules established by the State Treasurer.
- 15.17 The CHEA shall annually certify to the Board in writing the current rate of its unified membership dues.
- 15.18 The president of the CHEA, or his/her designee, shall have the right to address the Board at all regularly scheduled Board meetings for discussion of Association business. A maximum of fifteen (15) minutes shall be granted at each Board meeting.
- 15.19 The CHEA president shall receive a copy of all Board policies and amendments thereto electronically.
- 15.20 The CHEA president and an individual of his/her choice will meet with the superintendent and an individual of his/her choice at mutually convenient times in order to discuss the administration of any negotiated contract and issues that affect a large number of Professional Employees.
- 15.21 Each building leadership team and Shared Decision-making Committee will include at least one (1) CHEA representative. This/these representative(s) will be selected by the Professional Employees within the associated building.
- 15.22 No district or building meetings for employees shall be scheduled, except in the case of an emergency, following the student day on the third Wednesday of each month, September through May, when the CHEA will hold its monthly organizational meeting.

**ARTICLE XVI
PROFESSIONAL EMPLOYEE EVALUATION**

- 16.1 Evaluation of the professional performance of Professional Employees shall follow the procedures (regulations) of the Delaware Performance Appraisal System in its most recent form and as may be modified by the parties through negotiations. The parties agree to assess and discuss the impact of DPAS II on wages, hours, and terms and conditions of employment within six (6) months of the official implementation of the process. Changes necessitated in the contract will be pursuant to 2.2.
- 16.2 A separate evaluation form shall be used for evaluating coaching duties and shall not be included in the Delaware Performance Appraisal System.

**ARTICLE XVII
LEAVES OF ABSENCE**

- 17.1 Personal days as provided by Delaware Code may be taken in units as small as one-half (1/2) day.
- 17.2 Personal days, once granted, may not be rescinded. In the event that the Professional Employee's circumstances change regarding the granted personal days (including but not limited to Professional Employee emergencies, decreasing the allowable number of personal days left to the Professional Employee, or a change of plans necessitating non-use of the approved days) the Professional Employee must contact the District Office to discuss the cancellation, rescheduling, and/or reallocation of those days.

- 17.3 CHEA and the superintendent will meet, at a mutually agreed upon time prior to the beginning of the school year, to discuss the important attendance days as they relate to personal days.
- 17.4 Professional Employees in the bargaining unit shall be granted paid leave to appear for legal proceedings related to an incident or crime that occurred on Cape Henlopen School District property or while on official duty representing the Cape Henlopen School District and for which a subpoena has been issued for the Professional Employee's appearance as long as the Professional Employee is not the defendant who is found guilty.
- 17.5 Additionally, Professional Employees shall be granted paid leave when subpoenaed to appear in legal proceedings for reasons related to school matters and the employee's presence as a party or witness is not caused by any fault or misconduct on the part of the employee as determined by the outcome of the proceeding.
- 17.6 A leave of absence without pay of up to one (1) year may be granted a Professional Employee for the purpose of caring for a critically ill member of the Professional Employee's immediate family as defined in 14 Delaware Code, Section 1318b, as father, mother, brother, sister, son, daughter, grandchild, husband, wife, parent-in-law, daughter-in-law, son-in-law, or any relative who resides in the same household, or any person with whom the employee has made his/her home. The Board may extend this leave for one (1) additional year.
- 17.7 Sabbatical Leave
- A. Sabbatical leave may be granted to any properly certified professional employee under the conditions and provisions of Title 14, Chapter 13, paragraph § 1325 of the Delaware Code.
 - B. An employee on sabbatical leave is exempt from all provisions of this contract except for 4:10,B (Flexible Benefits Program) and 4:6 (Tuition Reimbursement), Article III (Grievance Procedure), Article V (Professional Employee Rights), Article IX (Personnel File), Article X (Teacher Assignment and Posting of Vacancies), Article XI (RIF), 14:1 (Discrimination), 14:4 (Individual Contract), and Appendix IV (Extra Duty).
 - C. National Board Certification and recertification State enrolled candidates will receive one day of professional leave without loss of pay or benefit. This time is provided for work and/or activities related to achieving said certification. Approval as to the date of leave shall rest with the building principal or immediate supervisor.
- 17.8 Following a paid leave of absence or a FMLA leave, the employee will be returned to his/her former position if it still exists. If the former position does not exist, the employee will be returned to an equivalent position. Following an unpaid leave of absence, the employee will be returned to his/her former equivalent position.

**ARTICLE XVIII
DURATION OF AGREEMENT**

This agreement shall remain in effect and will continue through June 30, 2015. This Agreement shall continue in full force and effect until a successor is ratified and signed by the parties.

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

CAPE HENLOPEN
EDUCATION ASSOCIATION

CAPE HENLOPEN
BOARD OF EDUCATION

BY Sarah E. Ross
President

BY [Signature]
President

BY [Signature]
Member

BY Robert S. Sutton
Secretary
(SEAL)

**APPENDIX I
GRIEVANCE/COMPLAINT FORMS**

NOTHING IN THIS PROCEDURE PREVENTS THE EMPLOYEE AND SUPERVISOR FROM “ENGAGING IN INFORMAL DISCUSSIONS TO RESOLVE THE GRIEVANCE/COMPLAINT.” (3.23.2) PROCEDURAL TIMELINES CONTINUE TO BE IN EFFECT DURING INFORMAL DISCUSSIONS. TIMELINES MAY BE EXTENDED BY MUTUAL WRITTEN AGREEMENT. (3.10, 3.22)

LEVEL ONE

Level 1	3.23	A. Notification of alleged Grievance/Complaint
❶ NAME OF GRIEVANT/COMPLAINANT/ASSOCIATION OFFICIAL/CONTACT PERSON:		
❷ BUILDING/SITE:		
❸ ASSIGNMENT:		
❹ CIRCLE ONE: Complaint Grievance		
❺ DATE OF OCCURRENCE GIVING RISE TO GRIEVANCE/COMPLAINT:		
❻ NATURE OF GRIEVANCE/COMPLAINT:		
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❼ CONTRACT ARTICLE(S)/BOARD POLICY AT ISSUE:		
<hr/> <hr/>		
❽ REMEDY SOUGHT:		
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
❾ DATE OF SUBMISSION OF THIS NOTIFICATION TO THE ADMINISTRATOR:		
❿ SIGNATURE OF GRIEVANT/COMPLAINANT/ASSOCIATION OFFICIAL/CONTACT PERSON:		

FAXED OR ELECTRONICALLY TRANSMITTED DOCUMENTS ARE CONSIDERED SERVED ON THE TIME AND DATE RECORDED, HOWEVER, ORIGINALS MUST FOLLOW WITHIN FIVE DAYS.

LEVEL TWO

Date Level II form submitted: _____

Level 2	3.23	A. Nature of Grievance/Complaint:

Level 2	B. The specific article/sections of the Agreement allegedly violated for grievances or specific Board policy in the case of a complaint:	

Level 2	C. The reason or reasons for dissatisfaction with the results of Level One:	

	D. The remedy sought:	

Level 2	3.23	Date Received by next higher administrator/School Board: _____
		Date of Hearing: _____
Level 2 response/decision of next higher administrator or School Board as applicable: *		
Date of response:		Next higher administrator/School Board Signature:

* Response shall reference each specific article/section grieved and remedy sought and shall indicate if administrator accepts or rejects each.

LEVEL THREE

Level 3 3.24	<p>Date Level 2 response received by grievant/complainant: _____</p> <p>Date Level 3 appeal submitted: _____</p> <p>Date Level 3 appeal received by Board: _____</p> <p>Date of Grievance Mediation or Board Hearing: _____</p>
Response/Decision of Grievance Mediation or Board: *	
Date of response:	Board Representative Signature:

* Response shall reference each specific article/section grieved and remedy sought and shall indicate if administrator accepts or rejects each.

LEVEL FOUR

Level 4 3.25	Date Level 3 response received by grievant/complainant: _____ Date Level 4 appeal submitted: _____ Date Level 4 appeal received by Board: _____ Date of Board Hearing: _____
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Response/Decision of Board: *	

Date of response:	Board Representative Signature:
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* Response shall reference each specific article/section grieved and remedy sought and shall indicate if administrator accepts or rejects each.

LEVEL FIVE

Level 5 3.26	Date Level 4 response received by grievant: _____ Date of submission of Level 5 appeal: _____ Date of Board's receipt of Level 5 appeal: _____ Date of arbitration hearing: _____ Date of receipt of arbitrator's ruling: _____ (Attach arbitrator's ruling)
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ORIGINAL COPIES WITH ORIGINAL SIGNATURES TO BE MAINTAINED BY THE GRIEVANT/COMPLAINANT

APPENDIX II

LOCAL TEACHERS' SALARY SCHEDULE 2012-2013

Assumptions - 0% Increase / 188 Days/26 pays

Yrs	Step	ND	BA	BA 15	BA 30	MA	MA 15	MA 30	MA 45	DR
0	1	10632	11816	11993	12774	13478	14220	15003	15750	16544
1	2	10794	11993	12167	13188	13913	14679	15486	16263	17072
2	3	10952	12167	12365	13601	14347	15140	15971	16770	17606
3	4	11268	12521	12774	14012	14784	15595	16451	17277	18141
4	5	11499	12774	13188	14427	15219	16054	16939	17785	18673
5	6	11869	13188	13601	14835	15654	16514	17423	18293	19208
6	7	12240	13601	14012	15250	16086	16974	17906	18802	19740
7	8	12614	14013	14427	15835	16703	17621	18591	19520	20495
8	9	13308	14787	15009	16605	17518	18480	19496	20475	21498
9	10	14004	15560	15780	17379	18331	19343	20403	21423	22497
10	11	14699	16334	16553	18258	19263	20325	21440	22515	23637
11	12	14699	16334	16553	19142	20196	21304	22480	23600	24780
12	13	14699	16334	16553	20025	21126	22495	23723	24691	25927
13	14	14699	16334	16553	20910	22056	23520	24756	25779	27067
14	15	14699	16334	16553	22122	23338	24826	26182	27276	28640
15	16	15828	17586	17776	22947	24618	26564	27765	28710	30133
16	17	15828	17586	17776	23152	24890	26985	28184	28917	30391
17	18	15828	17586	17776	23152	25310	27199	28389	29175	30596
18	19	15828	17586	17776	23152	25310	27406	28595	29481	30907
19	20	15828	17586	17776	23152	25310	27406	28802	30048	31269
20	21	15828	17586	17776	23152	25310	27406	29008	30460	31677
21	22	15828	17586	17776	23152	25310	27406	29008	30460	31677
22	23	15828	17586	17776	23152	25310	27406	29008	30460	31677
23	24	15828	17586	17776	23152	25310	27406	29008	30460	31677
24	25	15828	17586	17776	23152	25310	27406	29008	30460	31677
25	26	16621	18468	18649	24180	26339	28435	30039	31492	32708
26	27	16622	18468	18649	24180	26339	28435	30039	31492	32708
27	28	17609	19455	19637	25168	27327	29423	31027	32480	33696

LOCAL TEACHERS' SALARY SCHEDULE 2013-14

Assumptions - 2% Increase / 188 Days/26 pays

Yrs	Step	ND	BA	BA 15	BA 30	MA	MA 15	MA 30	MA 45	DR
0	1	10845	12052	12233	13030	13748	14504	15303	16065	16875
1	2	11010	12233	12411	13452	14191	14972	15796	16589	17413
2	3	11171	12411	12612	13873	14633	15443	16290	17105	17958
3	4	11493	12772	13030	14292	15080	15907	16780	17623	18504
4	5	11729	13030	13452	14715	15523	16375	17278	18141	19047
5	6	12106	13452	13873	15132	15967	16845	17772	18659	19592
6	7	12485	13873	14292	15555	16408	17314	18264	19178	20135
7	8	12866	14293	14715	16152	17037	17973	18963	19910	20905
8	9	13574	15083	15309	16937	17868	18850	19886	20884	21928
9	10	14284	15872	16095	17727	18697	19730	20811	21852	22947
10	11	14993	16660	16884	18624	19648	20731	21869	22965	24110
11	12	14993	16660	16884	19525	20600	21731	22930	24072	25276
12	13	14993	16660	16884	20426	21548	22945	24198	25185	26446
13	14	14993	16660	16884	21328	22497	23990	25251	26295	27608
14	15	14993	16660	16884	22564	23805	25323	26705	27821	29213
15	16	16145	17938	18131	23406	25111	27095	28320	29284	30736
16	17	16145	17938	18131	23616	25388	27525	28748	29495	30999
17	18	16145	17938	18131	23616	25816	27743	28957	29758	31208
18	19	16145	17938	18131	23616	25816	27954	29167	30071	31525
19	20	16145	17938	18131	23616	25816	27954	29378	30649	31894
20	21	16145	17938	18131	23616	25816	27954	29589	31069	32311
21	22	16145	17938	18131	23616	25816	27954	29589	31069	32311
22	23	16145	17938	18131	23616	25816	27954	29589	31069	32311
23	24	16145	17938	18131	23616	25816	27954	29589	31069	32311
24	25	16145	17938	18131	23616	25816	27954	29589	31069	32311
25	26	16954	18837	19022	24664	26866	29003	30640	32122	33362
26	27	16954	18837	19022	24664	26866	29003	30640	32122	33362
27	28	17961	19844	20030	25671	27874	30011	31648	33130	34370

LOCAL TEACHERS' SALARY SCHEDULE 2014-15

Assumptions - 2% Increase / 188 Days/26 pays

Yrs	Step	ND	BA	BA 15	BA 30	MA	MA 15	MA 30	MA 45	DR
0	1	11062	12293	12478	13291	14023	14794	15609	16386	17213
1	2	11230	12478	12659	13721	14475	15271	16112	16921	17761
2	3	11394	12659	12864	14150	14926	15752	16616	17447	18317
3	4	11723	13027	13291	14578	15382	16225	17116	17975	18874
4	5	11964	13291	13721	15009	15833	16703	17624	18504	19428
5	6	12348	13721	14150	15435	16286	17182	18127	19032	19984
6	7	12735	14150	14578	15866	16736	17660	18629	19562	20538
7	8	13123	14579	15009	16475	17378	18332	19342	20308	21323
8	9	13845	15385	15615	17276	18225	19227	20284	21302	22367
9	10	14570	16189	16417	18082	19071	20125	21227	22289	23406
10	11	15293	16993	17222	18996	20041	21146	22306	23424	24592
11	12	15293	16993	17222	19916	21012	22166	23389	24553	25782
12	13	15293	16993	17222	20835	21979	23404	24682	25689	26975
13	14	15293	16993	17222	21755	22947	24470	25756	26821	28160
14	15	15293	16993	17222	23015	24281	25829	27239	28377	29797
15	16	16468	18297	18494	23874	25613	27637	28886	29870	31351
16	17	16468	18297	18494	24088	25896	28076	29323	30085	31619
17	18	16468	18297	18494	24088	26332	28298	29536	30353	31832
18	19	16468	18297	18494	24088	26332	28513	29750	30672	32156
19	20	16468	18297	18494	24088	26332	28513	29966	31262	32532
20	21	16468	18297	18494	24088	26332	28513	30181	31690	32957
21	22	16468	18297	18494	24088	26332	28513	30181	31690	32957
22	23	16468	18297	18494	24088	26332	28513	30181	31690	32957
23	24	16468	18297	18494	24088	26332	28513	30181	31690	32957
24	25	16468	18297	18494	24088	26332	28513	30181	31690	32957
25	26	17293	19214	19402	25157	27403	29583	31253	32764	34029
26	27	17293	19214	19402	25157	27403	29583	31253	32764	34029
27	28	18320	20241	20431	26184	28431	30611	32281	33793	35057

APPENDIX III EXTRA DUTY PAY FOR ATHLETIC POSITIONS

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

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

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

Employees who are temporarily assigned into a position with a higher pay scale, will be paid the higher rate beginning with the sixth consecutive day of the temporary assignment. It shall be the employee's responsibility to request any increase in pay. The employee should forward the request (through his/her immediate supervisor) to the district business manager.

The athletic director will determine the number of years of service awarded to each coach. Discrepancies can be appealed to the Superintendent (or designee) for final resolution. Credit for years of coaching service will be given when employees move into a related position with similar pay (i.e., boys' tennis to girls' tennis, softball to baseball). However, credit cannot be transferred when an employee moves to a new position classification (soccer coach to baseball coach). There is one notable exception. Coaches with more than five years' coaching experience will be given service credit for every year of coaching experience in the Cape Henlopen School District (from all different levels). Coaches with experience from other school districts within or outside of Delaware, will receive one-half year of experience increment for every full year of coaching experience in his/her sport. The athletic director will direct the new coach to request written documentation of service, position, and years of experience from the previous district(s). Documentation must be submitted at least thirty (30) days prior to the end of the season. Coaches with experience from outside the district will be given credit for their years of service when starting their coaching in Cape Henlopen District. Longevity pay will be granted to all district coaches.

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

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

One high school Cheerleader Coordinator is authorized and will be paid extra-duty pay at the rate of 50% of that of a high school Cheerleader Coach.

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

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

Description of Groupings and Authorized Positions
Athletic Coaches and Assistant Coaches

Group A

	<u>High School Head Coach</u>	<u>High School Asst Coach</u>	<u>Middle School Head Coach</u>	<u>Middle School Asst Coach</u>
Football				
Varsity	1	2	1 per school	1 per school
JV	N/A	2	N/A	N/A
Freshman	N/A	2	N/A	N/A
Field Hockey	1	2	1 per school	1 per school
Basketball - Boys	1	3	1 per school	1 per school
Basketball - Girls	1	2	1 per school	1 per school

Group B

	<u>High School Head Coach</u>	<u>High School Asst Coach</u>	<u>Middle School Head Coach</u>	<u>Middle School Asst Coach</u>
Wrestling	1	2	1 per school	1 per school
Soccer – Boys	1	2	N/A	N/A
Soccer – Girls	1	2	N/A	N/A
Soccer – Co-Ed	N/A	N/A	1 per school	1 per school
Baseball	1	2	1 per school	1 per school
Softball	1	2	1 per school	1 per school
Volleyball	1	2	1 per school	1 per school
Lacrosse - Boys	1	2	N/A	N/A
Lacrosse - Girls	1	2	N/A	N/A
Track - Boys	1	2	N/A	N/A
Track - Girls	1	2	N/A	N/A
Track – Co-Ed	N/A	N/A	1 per school	1 per school
Swimming	1	2	N/A	N/A
Winter Track - Boys	1	2	N/A	N/A
Winter Track - Girls	1	2	N/A	N/A

Group C

	<u>High School Head Coach</u>	<u>High School Asst Coach</u>	<u>Middle School Head Coach</u>	<u>Middle School Asst Coach</u>
Cross Country – Boys	1	1	N/A	N/A
Cross Country – Girls	1	1	N/A	N/A
Cross Country – Co-Ed	N/A	N/A	1 per school	1 per school
Golf	1	2	N/A	N/A
Tennis - Boys	1	1	N/A	N/A
Tennis – Girls	1	1	N/A	N/A

Group D

	High School <u>Head Coach</u>	High School <u>Asst Coach</u>	Middle School <u>Head Coach</u>	Middle School <u>Asst Coach</u>
Football Cheerleading	1	N/A	N/A	N/A
Soccer Cheerleading	1	N/A	N/A	N/A
Basketball Cheerleading	1	N/A	N/A	N/A
Wrestling Cheerleading	1	N/A	N/A	N/A
Fall Cheerleading	N/A	N/A	1 per school	N/A
Winter Cheerleading	N/A	N/A	1 per school	N/A

ATHLETIC EXTRA DUTY PAY SCHEDULE HIGH SCHOOL HEAD COACHES

	FIRST 2 YEARS OF SERVICE	YEARS 3&4 OF SERVICE	YEAR 5 OF SERVICE	ANNUAL INCREASE THERAFTER
Group A:	\$ 3,818	\$ 4,773	\$ 5,727	\$ 100
Group B (75% of Group A):	\$ 2,864	\$ 3,579	\$ 4,295	\$ 100
Group C (50% of Group A):	\$ 1,909	\$ 2,387	\$ 2,864	\$ 100
Group D (30% of Group A):	\$ 1,145	\$ 1,432	\$ 1,719	\$ 100

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

	FIRST 2 YEARS OF SERVICE	YEARS 3&4 OF SERVICE	YEAR 5 OF SERVICE	ANNUAL INCREASE THERAFTER
Group A:	\$ 2,673	\$ 3,341	\$ 4,009	\$ 75
Group B (75% of Group A):	\$ 2,005	\$ 2,505	\$ 3,007	\$ 75
Group C (50% of Group A):	\$ 1,337	\$ 1,671	\$ 2,005	\$ 75
Group D (30% of Group A):	\$ 802	\$ 1,002	\$ 1,203	\$ 75

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

	FIRST 2 YEARS OF SERVICE	YEARS 3&4 OF SERVICE	YEAR 5 OF SERVICE	ANNUAL INCREASE THERAFTER
Group A:	\$ 1,909	\$ 2,386	\$ 2,864	\$ 50
Group B (75% of Group A):	\$ 1,432	\$ 1,790	\$ 2,148	\$ 50
Group C (50% of Group A):	\$ 955	\$ 1,193	\$ 1,432	\$ 50
Group D (30% of Group A):	\$ 573	\$ 716	\$ 859	\$ 50

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

	FIRST 2 YEARS OF SERVICE	YEARS 3&4 OF SERVICE	YEAR 5 OF SERVICE	ANNUAL INCREASE THERAFTER
Group A:	\$ 1,336	\$ 1,670	\$ 2,005	\$ 50
Group B (75% of Group A):	\$ 1,002	\$ 1,253	\$ 1,503	\$ 50
Group C (50% of Group A):	\$ 668	\$ 835	\$ 1,002	\$ 50
Group D (30% of Group A):	\$ 401	\$ 501	\$ 602	\$ 50

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

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

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

Appendix IV positions may be added or deleted at the discretion of the Board.

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

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

Employees who are temporarily assigned into a position with a higher pay scale will be paid the higher rate beginning with the sixth consecutive day of the temporary assignment. It shall be the employee's responsibility to request any increase in pay. The employee should forward the written request (through his/her immediate supervisor) to the district business manager.

For extra-duty pay purposes, high school department chairpersons are authorized as follows: Science, Mathematics, English, Social Studies, Foreign Language, Student Services, Physical Education, Health and Drivers Education, Consumer & Technology Education, Visual & Performing Arts, Special Education, and Business.

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

	FY12-13	FY13-14	FY14-15
	Extra	Extra	Extra
	Duty Pay	Duty Pay	Duty Pay
GROUP I			
Director of Musical Production, CHHS	\$3,708	\$3,783	\$3,859
Music Director, CHHS	\$3,708	\$3,783	\$3,859
GROUP II			
Assistant Music Director, CHHS	\$1,935	\$1,974	\$2,013
Fall Theatrical Producer, CHHS	\$1,935	\$1,974	\$2,013
Spring Theatrical Producer, CHHS	\$1,935	\$1,974	\$2,013
Student Government Director, CHHS	\$1,935	\$1,974	\$2,013
GROUP III			
Band Front Director, CHHS	\$1,357	\$1,385	\$1,412
Dance Team Advisor, CHHS	\$1,357	\$1,385	\$1,412
Elementary Band Coordinator	\$1,357	\$1,385	\$1,412
Elementary Theater Director	\$1,357	\$1,385	\$1,412
JrROTC Color Guard Director	\$1,357	\$1,385	\$1,412
JrROTC Drill Team Director	\$1,357	\$1,385	\$1,412
Music Director, BMS	\$1,357	\$1,385	\$1,412
Music Director, MMS	\$1,357	\$1,385	\$1,412
Newspaper Advisor, CHHS	\$1,357	\$1,385	\$1,412
Special Education Coordinator - CHHS	\$1,357	\$0	\$0
Special Education Coordinator - All	\$0	\$1,385	\$1,412
Theater Director, BMS	\$1,357	\$1,385	\$1,412
Theater Director, MMS	\$1,357	\$1,385	\$1,412
Yearbook Advisor, CHHS	\$1,357	\$1,385	\$1,412
GROUP IV			
Freshman Class Advisor, CHHS (2 per grade level)	\$969	\$988	\$1,008
JrROTC Raider Challenge Team Advisor	\$969	\$988	\$1,008
JrROTC Rifle Team Director	\$969	\$988	\$1,008
Junior Class Advisor, CHHS (2 per grade level)	\$969	\$988	\$1,008
Key Club Advisor	\$969	\$988	\$1,008
Leo Club, CHHS	\$969	\$988	\$1,008
Odyssey of the Mind, District Advisor	\$969	\$988	\$1,008
Senior Class Advisor, CHHS (2 per grade level)	\$969	\$988	\$1,008
Sophomore Class Advisor, CHHS (2 per grade level)	\$969	\$988	\$1,008
Special Education Coordinator (Elem. & Middle)	\$969	\$0	\$0
Student Council Advisor, BMS	\$969	\$988	\$1,008
Student Council Advisor, MMS	\$969	\$988	\$1,008
Year Book Advisor, 1 per Elem. School	\$969	\$988	\$1,008
Year Book Advisor, BMS	\$969	\$988	\$1,008
Year Book Advisor, MMS	\$969	\$988	\$1,008

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

	FY12-13	FY13-14	FY14-15
	Extra Duty Pay	Extra Duty Pay	Extra Duty Pay
ROUP V			
Business Professionals of America (BPA) Advisor	\$786	\$801	\$817
Close Up Advisor	\$786	\$801	\$817
CTE Student Organization Advisor	\$786	\$801	\$817
Distributive Education Club of America (DECA) Advisor	\$786	\$801	\$817
JrROTC Leadership Weekend Mini-camp Commander (per camp)	\$786	\$801	\$817
JrROTC Leadership Weekend Mini-camp NCO (per NCO, per camp)	\$786	\$801	\$817
JrROTC Leadership Weekend Summer camp Commander (per camp)	\$786	\$801	\$817
JrROTC Leadership Weekend Summer camp NCO (per NCO, per camp)	\$786	\$801	\$817
Latin American Student Organization Advisor, CHHS	\$786	\$801	\$817
Math Team Advisors (One per team, max of 2 for CHHS)	\$786	\$801	\$817
Mock Trial Advisor, CHHS	\$786	\$801	\$817
National Honor Society Advisor, BMS	\$786	\$801	\$817
National Honor Society Advisor, CHHS	\$786	\$801	\$817
National Honor Society Advisor, MMS	\$786	\$801	\$817
Robotics Team Advisor, CHHS	\$786	\$801	\$817
Science Olympics Advisor (per grade)	\$786	\$801	\$817
Technology Student Association (TSA) Team Advisor - CHHS, MMS, BMS	\$786	\$801	\$817
Texaco Academic Challenge Advisor	\$786	\$801	\$817
Theatrical Technical Advisor	\$786	\$801	\$817
Web Page Manager (1 per building)	\$786	\$801	\$817
ROUP VI			
Art Competition Advisor	\$277	\$282	\$288
Computer Fair Advisor (per grade)	\$277	\$282	\$288
Debate Team Advisor, CHHS	\$277	\$282	\$288
Future Educators Association Advisor, CHHS	\$277	\$282	\$288
Odyssey of the Mind Team Advisor (per team competing)	\$277	\$282	\$288
Odyssey of the Mind World Comp Advisor	\$277	\$282	\$288
	\$277	\$282	\$288

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

	FY12-13	FY13-14	FY14-15
	Extra	Extra	Extra
	Duty Pay	Duty Pay	Duty Pay
ACADEMIC EXTRA DUTY PAY			
Elementary and Middle School:			
Grade-level / Team Chairperson per grade, per school			
School Year 2013:	\$1,219		
School Year 2014:		\$1,243	
School Year 2015:			\$1,268
Special Education Dept Chairperson (one per Elementary and one per Middle School): Same scale as above for grade-level department chairpersons			
Science Lead Teacher - District (1 Elementary & 1 Middle)	\$1,316	\$1,342	\$1,369
Science Lead Teacher - School (3 Elementary / 1 Middle)	\$1,053	\$1,074	\$1,096
High School:			
Each Academic Department Chairperson receives:			
a. Lump sum of the following amount per department, plus	\$1,268	\$1,294	\$1,319
b. The following amount per teacher within their department	\$75	\$76	\$78
Note: The CHHS Special Ed Dept Chairperson will serve as coordinator for a minimum of 9 Special Ed units and is entitled to the higher of the coordinator pay (Group III) or director pay (above)			
NURSES			
Nursing services are required for middle school football and wrestling events. Nurses serving in those events will be paid for a minimum of two hours of services and at the following hourly rate:			
	\$37	\$37	\$38
ATHLETIC TRAINER			
Per Hour	\$34	\$35	\$35

**APPENDIX V
PERSONNEL RECORD REVIEW FORM**

DATE REVIEWED _____
STAFF MEMBER _____
PERSON REVIEWING FILE _____
PERSON RELEASING FILE _____
REASON FOR REVIEW _____

GUIDELINES FOR REVIEWING PERSONNEL FILES:

1. Anyone (listed #2) requesting the personnel file of an employee must go through the administrator of human resources or the secretary of the administrator of human resources in order to have access to the file. A request form must be completed prior to the necessary information being released for review. A copy of this form will be sent to the Professional Employee through district mail.

2. Personnel files of Professional Employees have three sections:
 - A. Application, forms
 - B. Transcripts/coursework
 - C. Evaluation/correspondence

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

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

3. An administrative evaluator has access to Section C of Professional Employees to whom s/he is newly assigned in the year of and for the purpose of completing a Performance Appraisal in conformance with the DPAS. Access shall be limited to the Lesson Analysis(es) from the prior year and only after at least one Lesson Analysis is completed by that evaluator in the year of the performance appraisal.

4. During the interview process of a present employee, the personnel file presented to the interview committee will include the following information:
 - A. Current application
 - B. Updated resume
 - C. Current references