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PREAMBLE

This Agreement is entered into this first day of July 2004 between the Board of Education of the Christina School District, hereinafter called "the Board", and the Christina Education Association, Inc., hereinafter called "the Association."

WITNESSETH:

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

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

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

ARTICLE 1

RECOGNITION

1:1 The Board hereby recognizes the Association as the exclusive negotiating representative of the certificated non-administrative employees, not including supervisory, staff personnel, or substitutes of the District, and other non-certified non-administrative employees in all matters specified in Chapter 40, Title 14, Delaware Code unless another provision of the Delaware Code supersedes this section. Those recognized as professionals under Section 1305 Chapter 14 of Delaware Code.

1:2 DEFINITION

1:2.1 The "Board" as used in this Agreement shall mean the Christina Board of Education.

1:2.2 An "employee" or "teacher" as used in this Agreement shall mean any certificated non-administrative employee employed by the School District not including supervisory, staff personnel, or substitutes; and reference to employees or teachers shall be deemed to include both the male and female.

1:2.3 The "Association" as used in this Agreement shall mean the Christina Education Association, Inc.

1:2.4 The "District" as used in this Agreement shall mean the Christina School District.

1:2.5 "Days" as used in this Agreement shall mean those days on which employees are scheduled to report for work according to the official District calendar.

ARTICLE 2

NEGOTIATION OF AGREEMENTS

2:1 This Agreement shall be for a period as specified in the Duration Article, and negotiations concerned with the terms of this Agreement shall not be reopened during that time except by mutual written agreement of the parties.

2:1.1 The parties agree to reopen the contract during the term of this agreement if changes occur in State or Federal Laws or Regulations that alter teacher wages, responsibilities or working conditions.(i.e. Delaware Performance Appraisal System II, No Child Left Behind provisions) . In addition, the Association and the board shall meeton January 31, 2006 regarding the following issues:

1. Transfer Process
2. Resident Advisor Concerns
3. Nurses Concerns
4. Eleven/Twelve Month employment of Some Members of the Bargaining Unit.

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

2:3 The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations; however, the Board negotiating team shall not have the authority to bind the Board and all agreements shall be subject to final approval of the Board of Education.

2:4 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of the Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement except as stated in 2:1.1.

2:5 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.

2:6 The parties agree to enter into negotiations over a successor Agreement pursuant to and consistent with Chapter 40, Title 14, Delaware Code. Such negotiations shall begin not later than six months prior to the expiration of the Agreement.

2:7 Any agreement so negotiated shall be reduced to writing, submitted for ratification by the Association and approval by the Board, and be signed by the President of the Association, the Chairperson of the Professional Negotiations Committee of the Association, the President of the Board, and the Executive Secretary of the Board.

ARTICLE 3

PROBLEM SOLVING

In keeping with the collaborative relationship between the District and the Association, the parties agree that collaborative problem solving at the building and District levels should be encouraged. Problems (issues, concerns, misunderstanding, etc.) need to be addressed quickly, efficiently and at the level closest to the problem. Collaborative resolution of problems serves the long-term mutual interest of the Association and the District in maintaining positive, productive communications and relationships.

At the request of either party, the District and Association agree to jointly provide training for all administrators and Association representatives in collaborative problem solving. In addition, the District and the Association will work together on a plan to make this training available to all employees during the term of this agreement.

GRIEVANCE PROCEDURE

3:1 DEFINITION

3:1.1 A grievance shall be defined as a written claim by an employee that the terms of this Agreement have been violated, misinterpreted, or misapplied resulting in the abridgement of rights granted to the employees by this Agreement.

3:1.2 A grievance may also be defined as a written claim by the Association that the terms of this Agreement have been violated, misinterpreted, or misapplied resulting in the abridgement of rights granted to the Association by this Agreement.

3:1.3 A grievant is the person, persons, or Association who files a grievance as provided for under this Agreement.

3:1.4 A class grievance is a grievance filed by the Association, which asserts an effect on a group or class of employees.

3:1.5 Days as used in this Article refer to employee workdays. However, when a grievance is submitted between May 1 and the first teaching day, days shall refer to calendar days.

3:2 Purpose - The purpose of this procedure is to provide an alternative to existing means of resolving concerns over matters specified in this Agreement, which affect employees of the District. Both parties agree that these proceedings, if utilized, will be kept confidential except that the Board shall provide the Association with copies of all grievances and written decisions at each level.

3:3.1 No grievance may be changed after its formal presentation. However, the grievance may be amended with respect to cited contract items following the decisions rendered at Level 1 of the grievance procedure and shall be considered timely filed if resubmitted at Level 1 within ten days of the initial response.

3:3.2 All grievances should be processed as rapidly as possible; the number of days indicated at each level will be considered a maximum and every effort will be made at each level to expedite the process. The time limit specified may, however, be extended by mutual written agreement.

3:3.3 Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall constitute authority for the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

3:3.4 If a grievance is a class grievance or concerns rights of the Association, the grievance shall commence at a level appropriate to the occasion giving rise to the grievance.

3:4 LINE OF GRIEVANCE

3:4.1 The line of grievance which an employee will follow in processing a written grievance is:

(a) Building principal or immediate supervisor
(b) Superintendent or designee
(c) Mediation (if elected under Paragraph 3:5.3 below)
(d) Arbitration

3:5 SPECIFIC PROCEDURE

3:5.1 The grievant is encouraged to meet with the principal or his/her immediate supervisor or applicable District Office personnel with the objective of resolving the matter informally.

3:5.2 Level I - The grievant will set forth his/her grievance in writing as provided in Section 3:4 within fifteen days from the date the employee became aware he/she was aggrieved. Within ten days of receipt of the written grievance the principal or other immediate supervisor shall hold a hearing. A decision in writing delineating the reason for the decision will be rendered to the grievant within five days of the hearing. (Appendix F)

3:5.3 OPTIONAL MEDIATION PROCEDURE

3:5.3.1 The parties shall submit a joint request, signed by both parties requesting Federal Mediation & Conciliation Service (FMCS) assistance. The parties agree that grievance mediation is a supplement to, and not a substitute for, the steps of the contractual grievance procedure.

3:5.3.2 Any time limits in the parties' labor agreement must be waived to permit the grievance to proceed to arbitration should mediation be unsuccessful.

3:5.3.3 Proceedings before the mediator will be informal and rules of evidence do not apply. No record, stenographic or tape recording of meetings will be made. The mediator's notes are confidential and content shall not be revealed.

3:5.3.4 The mediator shall conduct the mediation conference utilizing all of the customary techniques associated with mediation including the use of separate caucuses.

3:5.3.5 The mediator has no authority to compel resolution of the grievance.

3:5.3.6 In the event that no settlement is reached during the mediation conference, the mediator may provide the parties either in separate or joint session with an oral advisory opinion.

3:5.3.7 If either party does not accept an advisory opinion, the matter may then proceed in the manner and form provided in this article. Such hearings will be held as if the grievance mediation effort had not taken place. Nothing said or done by the parties or the mediator during the grievance mediation session can be used against them during further proceedings.

3:5.4 Level II - If the grievant is not satisfied with the disposition of the grievance at Level I or the mediation advisor opinion, he/she may, within ten days after being notified that the decision has been rendered, appeal the decision to the Superintendent or designee. The basis for the employee's continued dissatisfaction shall be delineated. The Superintendent or designee shall hold an informal grievance hearing within ten days after receiving the grievance. The Superintendent or designee shall communicate the decision in writing to the grievant within five days after the date of the hearing.

3:5.5 Level III - Submission to Arbitration - The decision of the Superintendent or his designee shall finally determine the matter unless the Association, within ten days of the Superintendent's decision, advises the Superintendent of its desire to proceed to arbitration. The Association shall submit a demand for arbitration to the Public Employment Relations Board. The request shall state in reasonable detail the nature of the dispute and the remedy requested. The parties shall then be bound by the regulations of the Public Employment Relations Board in the selection of an arbitrator. The Association shall represent the grievant at the arbitration level

.3:6 REDIRECTING PRINCIPLES

3:6.1 No claim by an employee or the Association shall constitute an arbitrable matter or be processed through arbitration if it pertains to:

(a) A matter where a specific method of remedy or appeal is prescribed by law (e.g., the Fair Dismissal Act) and/or by this Agreement.

(b) Any rule or regulation of the State Department of Education.

(c) Any matter which according to law is either beyond the scope of Board authority or which is illegal for the Board to delegate.

(d) Dismissal or discharge of an employee or non-renewal of an employee's contract.

(e) Administrative decisions relating to the involuntary transfer or unassignment of an employee when it is necessary to satisfy requirements of law, court order, or affirmative action programs.

(f) Safety issues as specified in Section 10:1.

Items (a) through (f) above, although not arbitrable, shall be appealable through the grievance procedure to the Board within fifteen (15) days of the Superintendent's decision which shall, at its option, hold a hearing concerning the matter or determine the matter on the basis of the written records. The Board shall render its decision within thirty (30) days of the date of the filing of the appeal to the Board.

3:7 ARBITRABILITY

3:7.1 If the Superintendent or designee disagrees as to the arbitrability of the dispute, he/she may request a conference to discuss the issue of arbitrability and to seek to resolve the differences between the parties.

3:7.2 If the disagreement over arbitrability persists, the arbitrator appointed under the procedures set forth herein shall rule upon the question of arbitrability prior to hearing the merits of the dispute in question. The same arbitrator shall schedule a second meeting to hear the dispute on its merits if the dispute is judged to be arbitrable.

3:8 PROCEDURE

3:8.1 The Public Employment Relations Board shall administer arbitrations pursuant to regulations adopted by the Public Employment Relations Board. The arbitrator's decision shall be binding upon the parties pursuant to 14 DE Code § 4013 except for items on voluntary transfers, involuntary transfers, and unassignments for "programmatic reasons" and evaluations where the arbitrator's decision should be advisory.

3:8.2 The arbitrator, in the written opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The opinion must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

3:9 COST OF ARBITRATION

3:9.1 The costs for the services of the arbitrator in determining whether a dispute is arbitrable, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne by the losing part. The costs for the services of the Arbitrator incurred in deciding the merits of a dispute, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

3:10 MISCELLANEOUS

3:10.1 Commencing with Level I of the Grievance Procedure the grievant may be accompanied by a representative of his/her own choosing.

3:10.2 If the grievant does not choose to be accompanied and represented by an Association grievance representative the Association shall have the right to be present and to state its views at all levels of the grievance procedure. This shall not apply when the grievance involves matters of personal, embarrassing, and confidential nature and the grievant specifically requests, in writing, that the Association representative not be present.

3:10.3 If the employee elects to be represented, he/she must still be present at any level of the grievance procedure where his/her grievance is to be discussed except that he/she need not be present where it is mutually agreed that no facts are in dispute, and when the sole question is the interpretation of this Agreement.

3:10.4 Where grievance proceedings are mutually scheduled by the parties during school time, persons proper to be present shall suffer no loss of pay. In the event that a dispute arises as to whether it is proper that a person be present at the grievance such dispute shall be subject to resolution through the grievance procedure.

3:10.5 No documents, communications, and records which are developed in connection with the processing of a grievance shall be filed in the District's file pertaining to the employee.

3:10.6 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District until such grievance and any effect thereof shall have been fully determined.

3:10.7 A form for filing grievances shall be prepared jointly by the Association and the Administration, reproduced by the Administration and distributed to the Association so as to facilitate operation of the grievance procedure. Such form shall be attached as Appendix F of this Agreement. The appropriate form shall be used for filing a grievance at each level of the procedure. Grievances may be faxed to the appropriate

administrator who will respond by fax his/her receipt of the grievance.

3:10.8 Hearings at any level of the grievance procedure may be waived by mutual agreement of the parties.

3:10.9 Level I grievance decisions accepted by individual employees which appear in conflict with this Agreement may be grieved by the Association beginning with Level II.

3:10.10 If a grievance is granted at Level I and the problem continues to occur, the Association may file a class action grievance at Level II provided that the actions fall within the same school year and under the same administrator who responded at Level I.

DISPUTE PROCEDURES

3.11 A "dispute" is a disagreement between an employee and the employer concerning any aspect of the employment relationship, which is not covered by a collective bargaining agreement. "Superintendent's Designee" refers to the individual assigned by the Superintendent.

"Immediate Supervisor" refers to the supervisor responsible for the employee's annual evaluation, or the immediate supervisor's designee.

3:11.1 A dispute must be brought to the attention of the employee's immediate supervisor within 15 days from the time the employee knew or should reasonably have known, of the occurrence of the act which is the subject of the dispute. If the dispute arises from an ongoing or reoccurring event, the 15-day period shall commence on the date of the most recent event. If the dispute involved the decision of a District office administrator, the District office administrator shall be the immediate supervisor's designee at Level One. The parties can mutually agree to waive the time limits of this provision.

3:11.2 Level One The employee shall, within the 15-day period described in Paragraph 3:11.1 above, informally discuss the matter with the employee's immediate supervisor, or designee. If the matter is not resolved, the employee may then put the dispute in writing, and submit the matter to the employee's immediate supervisor, or designee within 5 days of the informal discussion. The written dispute shall briefly describe what happened, identify the problem, and request the relief sought by the employee. An employee may have Association representation after the dispute is put in writing. The immediate supervisor or designee shall respond in writing to the employee within 10 days after receipt of the written dispute.

3:11.3 Level Two - If the Level One response is not acceptable, the employee may, no later than 10 days of the date of the Level One decision, appeal the matter to the Superintendent's designee. The appeal shall set forth the basis for the employee's continued dissatisfaction. The appeal shall be heard within 10 days after receipt of the appeal. The Superintendent's designee shall provide the employee a written decision within 10 days of the conclusion of the Level Two hearing. The decision of the Superintendent's designee shall be final. If the Superintendent's designee is

the immediate supervisor's designee at Level One, the Superintendent shall hear and decide the Level Two appeal.

3:11:4 A form for filing a dispute shall be prepared jointly by the Association and the Administration, reproduced by the Administration and distributed to the Association so as to facilitate operation of the dispute procedure. Such form shall be attached as Appendix G of this Agreement. The appropriate form shall be used for filing a dispute at each level of the procedure.

ARTICLE 4

EMPLOYEE RIGHTS

4:1 Pursuant to Chapter 40, Title 14, Delaware Code, the Board hereby agrees that employees have the right to join an organization for the purpose of engaging in collective bargaining. Teachers hired for the first time after July 1, 1998 on a regular basis or a temporary basis that lasts more than 90 days, who do not join the Association shall be required to pay to the Association a service fee as determined by the Association in compliance with State and federal law. The District and the Association agree to review the fairness and appropriateness of the time exclusion of this provision during the term this Agreement.

4:2 The parties shall not discriminate against, interfere with, restrain, nor coerce employees in the right to organize or to join or participate in lawful Association activities or to refrain from so doi:3 Nothing contained herein shall be construed to deny or restrict to any employee such rights as may be held under Delaware School laws or other applicable laws and regulations.

4:4.1 An employee who is required to appear before the Board or an agent thereof for the purpose of being confronted with allegations of wrongdoing which could adversely affect the employee's continued employment, salary, or any increments shall be given prior written notice and specific reasons for such meeting at least 48 hours in advance. Every effort will be made not to notify an employee on a Friday or the day before a holiday. An employee required to appear in this instance shall be entitled to have an Association representative present during such meeting. The employee is also entitled to have an Association representative present at any follow-up meeting that is held to inform the employee of the outcome of the meeting.

4:4.2 When an employee is requested to meet with an administrator and he/she at any time reasonable believes the meeting may result in disciplinary action, the employee may have an Association representative present. Such representative must be available within a reasonable amount of time.

4:4.3 Sections 4:4.1 and 4:4.2 do not preclude informal discussion with an employee by a member of the administrative staff pertaining to the employee's performance at his/her work location.

4:5 No employee shall be disciplined, reprimanded orally or in writing, or reduced in pay except for just cause. Any such action will be conducted in private.

4:6 Suspension of an employee pending the disposition of charges by the Board of Education shall be with full pay and benefits. Where an employee is suspended for disciplinary reasons and that suspension is not revoked through the grievance procedure, an amount of pay equal to the number of days of said suspension shall be deducted from said employee's pay. If the number of remaining pay periods permit, no more than one day's pay in any one pay period shall be deducted from the employee's pay. If an employee leaves employment of the District before the completion of the grievance procedure, if used, the employee's pay will be deducted in the last paycheck of the employee. If suspension is subsequently revoked the District shall return any monies to the employees.

4:7 Teachers shall have the responsibility for determining grades within the grading policy of the District. Only the principal, with the approval of his/her immediate supervisor, shall have the right to change a grade and shall (a) if an employee is available within a reasonable amount of time, consult with the teacher before making the change, (2) as soon as possible inform the teacher in writing of his/her right to file a disclaimer of responsibility for the grade, and (3) provide in writing a reason for the grade change, one copy to be given to the teacher. Whenever any grade change appears it shall be initialed by the person making the change.

4:7.1 Any school using computerized reporting with the exception of those requiring narrative reports shall have three (3) workdays to turn in grades to the building administrator. Teachers in schools not using computerized reporting and/or those requiring narrative reports shall have six (6) work days from the close of the last day of the marking period to turn in grades to the building administrator, excluding the last marking period. The last marking period grades will be due three (3) days from a date designated by the administration. Teachers will be informed of this designated date no later than May 1. Final grades for seniors in danger of failing the course are not subject to the three (3) day timeline. This language assumes marking periods end on the last student day in a given week and that the six work days provides for two week-ends for teachers to complete the necessary work.

4:8 Students shall not be removed from, added to, or transferred to an employee's classroom without appropriate notice. Educational information concerning a student transfer shall be provided to the classroom teacher. Teachers will be provided educational and medical information on all students with special needs with whom they have contact as soon as it is available. As used in this paragraph, "medical information" means that data necessary for the teacher to accommodate or adequately respond to known medical or health conditions.

4:8.1 Teachers shall be given three (3) workdays (except in unusual circumstances) to provide transfer grades and information for students who are withdrawing from their classes.

4:9 PARENT CONFERENCES - Efforts should be made to schedule conferences at mutually agreeable times and to provide at least 24 hours notification of the conference.

4:9.1 When the parent/guardian indicates a desire to attend a conference with a community/legal representative the building administrator shall be responsible for scheduling and attending such a conference. The employee shall have the right to bring an Association representative.

4:9.2 In the event that the parent/guardian is accompanied by a member of his/her immediate family then the employee shall not be entitled to representation. However, if at any time during the meeting the employee believes he/she needs a representative the principal shall terminate the conference until an Association representative may also be present.

4:9.3 In such cases when an Association representative attends with an employee, the Association representative must maintain the confidentiality of all material discussed at such meetings.

4:9.4 The building administrator shall terminate the conference if he/she feels the conduct or language directed at the employee becomes foul or abusive. If an administrator is not present during the conference a teacher may terminate the conference until an administrator is available. Also, if, after a verbal objection, abusive behavior continues the teacher may leave the conference.

4:10 INSTRUCTIONAL MATERIALS

A copy of the District's policy concerning rights and responsibilities relating to development of instructional materials is placed at the end of this Agreement for the information of employees as Appendix L. Any recommendations for change in the policy will be submitted to the Superintendent by a teacher/administration committee. The committee will be made up of three (3) Association representatives appointed by the Association and (3) three administrative representatives.

4:11 DRESS CODE

The parties recognize the positive effect a teacher can have on his/her students and on ensuring an environment conducive to learning and maintaining decorum in the classroom. We are in agreement to the following guidelines regarding to the manner of dress and grooming for all staff members whenever performing a professional role:

4:11.1 It is expected that staff will dress in a professional manner consistent with his/her job duties and suitable for the subject of instruction or the task being performed.

4:11.2. Staff should dress and groom in a manner which shows cleanliness, ensures safety, demonstrates respect for others and not likely to distract students or disrupt the educational process.

4:11.3 Clothing and jewelry shall be free of writing, pictures, or any other insignia which are crude, vulgar, obscene, profane, sexually suggestive, advocate prejudice or violence against any group/individual, or advocate the use of drugs or alcohol.

4:11.4 District approved I.D. badges must be visibly worn when on school district property.

4:12 The balance of student load, number of preparations and duties shall be considered in student assignments.

4:13 An administrator shall not delegate his/her administrative responsibilities to a teacher.

ARTICLE 5

EMPLOYEE-ADMINISTRATION LIAISON

5:1 FACULTY LIAISON

5:1.1 The establishment and make-up of the Faculty Liaison is the responsibility of the Association.

5:1.2 The basic purpose of the Faculty Liaison is to establish and maintain positive relationships and communication among the faculty and the administration. The Faculty Liaison will be able to:

- provide a vehicle for reviewing and discussing school problems and practices including the building budget;
- provide a vehicle for bringing issues of concern to teachers before the school administration in an orderly and productive manner;
- provide a vehicle which teachers can use without bringing attention to themselves as individuals;
- provide a vehicle for quickly stopping the spread of rumors and misinformation;
- provide an opportunity for both teachers and administrators to maintain a clear understanding of each other's needs;
- provide a vehicle by which a faculty can feel assured that their Association interests and perspectives are shared;
- provide a process for developing and maintaining positive and more efficiently run schools where teaching and learning have an improved opportunity to prosper.

5:1.3 In the spirit of collaboration the Administration of each school shall meet with the Faculty Liaison at least monthly at a mutually agreeable time for discussion of areas of concern and problem solving. Agenda items shall be exchanged at least twenty-four (24) hours in advance. The Administration and Faculty Liaison shall jointly prepare Minutes, and Minutes shall be made available to teachers in the building as well as sent to the Association President/or designee and the Superintendent's designee.

5:1.4 The District and the Association will jointly develop and keep current a faculty/administration training program for the operation of Faculty Liaison Committees.

5:1.5 Upon the request of the applicable building administrator or upon the request of the teachers of the applicable building Faculty Liaison Committee, the current building administrations and Faculty Liaison Committee members will be jointly trained. The District and the Association encourage the training to take place in the Fall of each year.

5:1.6 A Joint Training Cadre (JTC) of administrators appointed by the District and teachers appointed by the Association shall be appointed annually. The responsibility of the JTC will be to respond to training requests as well as offer Faculty Liaison Training opportunities during the school year.

5:2 DISTRICT LIAISON

5:2.1 The Association president and individual(s) of his/her choice shall meet with the Superintendent and an individual of his/her choice on a monthly basis in order to discuss the administration of this agreement and other concerns which affect employees. Meetings will be held at a mutually agreeable time and, if necessary, released time will be provided.

5:2.2 The Association shall submit a tentative agenda to the Superintendent at least 72 hours in advance of the meeting.

5:3 BOARD LIAISON

5:3.1 In order to maintain communication and the collaborative process between the Association and the Board, the Board and the Association Executive Board will meet twice a year on a mutually agreeable date, time, and place for at least one hour to discuss a mutually agreed upon agenda.

5:4 INSTRUCTIONAL LIAISON

5:4.1 Representatives of the Association and representatives of the Instructional Department shall meet at least four (4) times during the year, at mutually agreeable times, to discuss instructional issues/practices.

ARTICLE 6

SHARED DECISION MAKING/RESTRUCTURING

6:1 The Association and the Board Agree that shared decision making is the process of remodeling our educational system to meet the needs of all students in order to maximize individual student achievement.

6:2 The Association and the Board agree on the Philosophy of Shared Decision Making/Restructuring. (Appendix N).

6:3 The Association and the Board agree that the following procedures are important to the implementation of shared decision making in the Christina School District.

(a) Each building shall establish a democratic procedure for selection of Site Council members. At least one representative selected by members of the Association at the site shall be a member of said Council.

(b) Selection procedures shall be communicated to all staff members and parents and filed at the Administration Building and the Association. This procedure shall be in place and filed by October 31.

(c) All activities of the Site Council shall be posted or distributed in writing by the recorder for the Site Council by the end of each month.

(d) Every attempt shall be made to include the Site Council reports in parent and staff newsletters. The reports should include a short summary of activities, any action taken, meeting date, future agenda items, and expenditures of funds of the Site Council. This information should also be shared in general faculty meetings and sent to PTA and CAC officers to be shared at parent meetings.

(e) All processes of the Site Councils are subject to the negotiated agreements, policies of the Christina Board of Education, State Board of Education, and laws of the State of Delaware. Projects that require a waiver of this negotiated agreement must be referred to the Association.

(f) An agreed upon procedure for reaching a decision in which everyone has input should be defined by each building. The procedure for the building should be readily communicated and followed in adopting or implementing all restructuring programs.

(g) The Association will have representation on any District committee dealing with Shared Decision Making/Restructuring.

ARTICLE 7

NO STRIKE - NO LOCKOUT PROVISION

7:1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a comprehensive problem solving procedure under which unresolved disputes may be settled the parties have removed the basic cause of work interruptions during the period of this Agreement.

7:2 The Association agrees that during the period of this Agreement it will not, nor will any person acting in its behalf, overtly cause, authorize, or support a strike or any other concerted disruption of normal school district activities as a result of disputes over interpretation of this Agreement or any other matter over which the Board has jurisdiction.

7:3 The District agrees that during the term of this Agreement it will not, nor will any person acting on its behalf, overtly cause, authorize, or support an offensive lockout of any employee covered by this Agreement as a result of a labor dispute between the District and the employees covered by this Agreement.

ARTICLE 8

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

8:1 SPECIAL ASSISTANCE

8:1.1 When in the judgment of an employee a student requires the attention of the principal, assistant principal, counselor, psychologist, or other specialist, the employee shall inform the principal or his/her designee. The principal or his/her designee will assess the information relayed and confer with the teacher or other appropriate staff as necessary. When the employee advises the principal or his/her designee in writing of the matter the principal or designee shall advise the employee in writing of the disposition of the matter. If in the judgment of the principal or his/her designee a conference is desirable, he/she shall arrange within five (5) working days for a meeting among the appropriate parties to discuss the problem and to decide upon appropriate action for its resolution.

8:2 DISRUPTIVE STUDENTS

8:2.1 In accordance with Board Policy/Student Code of Conduct/Behavior Student Referral Process, an employee may remove from his/her class, or wherever 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. The students shall be directed to an area designated by the building administrator. A student so excluded shall be returned to class only after appropriate action in accordance with the Student Code has been taken.

8:2.2 When disciplining students, the building administrator or his/her designee shall take appropriate action as specified by the Code of Conduct. Employees shall be informed within five (5) working days as to what action the administrator or designee has taken.

8:2.3 A copy of all written discipline reports along with the resolution shall be placed in the student's file unless there are extenuating circumstances.

8:2.4 Employees shall be provided with a copy of the Student Code of Conduct and all District forms necessary for making discipline reports. Concerns regarding noncompliance that are not resolved at the building level shall be specified in writing (including copies of any relevant documentation) and sent to the Association President/designee and Assistant Superintendent/designee.

8:3 Principals shall report all cases of assault suffered by an employee in connection with his/her employment to the appropriate authorities as required by law and in accordance with the Student Code of Conduct. The Superintendent shall establish procedures to inform the Association President of such cases. A summary of State law reporting procedures is provided at the end of this Agreement as Appendix M.

8:4 The Board and Association shall maintain an on-going discipline committee. See Article 32.

8:5 An assault by a student upon an employee shall be dealt with in accordance with the Student Code and administrative regulation. The building principal should initiate discussions regarding the possibility of assigning the student to another class.

8:6 Out-of building alternate placements shall be available for students established to have engaged in conduct specifically prohibited under 11 Del Code Chapter 5.

ARTICLE 9

PERSONAL AND ACADEMIC FREEDOM

9:1 The personal life of an employee other than that which is covered by Delaware Code, Chapter 14, Title 14, will not concern the Board.

9:2 The Board recognizes that model lessons are resources for teachers and agrees that they will not become mandated.

9:3 The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the District; they acknowledge the fundamental need to protect employees from censorship or restraint which interferes with the performance of their teaching responsibilities.

9:4 While it is the Board's responsibility to adopt and to provide curricular materials, it is the teacher's responsibility to determine how to adjust or supplement those materials as needed to enhance student performance.

ARTICLE 10

PROTECTION OF EMPLOYEES, PUPILS, AND PROPERTY

10:1 The Board and the Association agree that effective means for the protection of employees, pupils, and property are essential to the smooth functioning of the School District. Employees shall report in writing (except in cases of an emergency) all unsanitary, unsafe or hazardous conditions to the administrator in charge who shall, as quickly as possible after investigation and evaluation, take appropriate action to remedy the condition. The administrator within three (3) working days shall provide in writing to the reporting employee(s) the action taken. If the problem is not resolved satisfactorily a grievance may be initiated at Level II.

10:1.1 Employees shall not be required to work under conditions determined to be unsanitary, unsafe or hazardous by the preceding procedure. Employees may request a transfer by writing the Human Resources Office and providing written reason and back-up information.

10:1.2 In the event of a potential life-threatening situation employees shall go to assigned safe areas to supervise students. An emergency plan using volunteers will be developed to cover the emergency situation.

10:2 An employee may, within the scope of employment, use and apply such amount of force as is reasonable and necessary as defined in the Delaware Code. For the information of employees, a summary of the State law is placed at the end of this Agreement as Appendix J.

10:3 Employees shall immediately report cases of injury suffered by them in connection with their employment to their principal or other immediate supervisor.

10:4 No employee shall be required to transport a pupil in a personal automobile.

10:5 When feasible, where acceptable alternative facilities exist and upon request of the employee, instruction shall not continue in a classroom when there are unreasonable temperature conditions. Employees will be informed as to the steps taken to remedy the situation.

10:6 The District shall take reasonable precautions to provide protection for an employee's vehicle while parked on school property, but shall not assume liability for loss or damage.

10:7 No employees, other than school nurses, will be required to administer medicines. In the event that it is permitted by law, resident advisors may administer medication. No employees, other than school nurses, will be required to handle the changing of feeding tubes.

10:7.1 Employees other than school nurses shall not be required to perform nursing duties except in an emergency. In such cases a qualified medical person shall be brought to the scene as soon as possible and the employee shall be held harmless from liability by the Board unless the employee's acts or omissions amount to gross negligence or willful and wanton misconduct.

10:8 Employees who have a work-related injury (Worker's Compensation) will continue to receive all Board-paid fringe benefits for the year the injury occurred plus one additional year if they are not eligible to receive comparable benefits through other sources.

ARTICLE 11

RIGHTS OF THE PARTIES

11:1 The Board agrees to make available to the Association upon reasonable written request all information, reports, and budgets which are available to the public and shall, upon reasonable written request, make available to the Association other statistics, information, and records necessary for negotiations.

11:2 The Association shall have the right to use school buildings for Association business on the same basis as other school-affiliated organizations in accordance with District policy.

11:3 The Association may use the school mail system and bulletin board space for posting notices in areas readily available to employees and assigned for the dissemination of information by means of notices, circulars, or other similar materials pertaining to Association business under the following provisions:

(a) The material must identify clearly the individual(s) and/or organization responsible for the information contained therein.

(b) A copy of the material for general distribution or an opportunity to copy material being distributed must be given to the building principal or his designee prior to or at the time of posting or dissemination in that building. If the material is to be distributed or posted system-wide, a copy also must be furnished to the Superintendent or designee prior to or at the time of posting or dissemination.

(c) The use of the mail system and bulletin boards may not interfere with the normal business of the school.

11:4 A copy of current Board policy and Board minutes (agendas) shall be mailed to the President of the Association as soon as they are made available to the public. The Association may also, if it desires, pick up at the District office copies of materials cited above as soon as they are made available. The Association shall provide the Board copies of its Constitution and By-Laws and a current roster of its elected and appointed officials. The Board shall provide the Association a table of administrative organization with names.

11:5 The building representative shall have the right to speak to employees during regularly scheduled faculty meetings if the representative notifies the building principal at least two (2) days in advance of the scheduled meetings. The requirement for two (2) days advance notice may be waived by mutual agreement. Placement on the meeting agenda shall be at the discretion of the building principal.

11:6 The Association shall have the right to use, on school premises, office and A-V equipment as designated by the principal when not otherwise being used. The Association shall pay for the cost of materials and supplies. The Association also agrees that it will pay for the repair or replacement of equipment damaged during such use.

11:7 Accredited representatives of the local, State, and National Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt the program of the School District. The Association representative shall obtain approval of the principal of the building or other person in charge of the building which the representative is visiting by reporting to the office. Such approval shall not be unreasonably withheld.

11:8 Whenever, by mutual agreement of the parties, any employees participate in negotiations during working hours they shall suffer no loss in pay nor shall they be required to make up the time lost.

11:9 The Association shall have input into the preparation of the District calendar and the District budget. Final determination of the calendar and budget shall reside with the Board.

11:10.1 Except as limited by this Agreement, the Christina School Board, on its own behalf and on behalf of the citizens of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Delaware and of the United States, and including the right to administer and to supervise the schools of the District, and shall have the authority to determine policy and adopt rules and regulations for the general administration and supervision of the schools of the District. Such administration, supervision, and policy shall be conducted and formulated in accordance with Delaware law and the policies, rules, and regulations of the State Board of Education. Additionally, nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authorities provided by applicable law(s).

11:10.2 The Board, subject to Delaware Code and in accordance with the policies, rules, and regulations of the State Board of Education, shall in addition to other duties:

(a) determine the educational policies of the District and prescribe rules and regulations for the conduct and management of the schools;

(b) enforce the provisions of this Title relating to school attendance;

(c) grade and standardize all the schools under its jurisdiction and may establish kindergarten and playgrounds and such other types of schools as in its judgment will promote the educational interest of the District;

(d) adopt courses of study;

(e) select, purchase, and distribute free of charge such textbooks and other materials of instruction, stationery, furniture, equipment, apparatus, and supplies as are necessary to the work of the schools;

(f) provide forms on which regular school employees shall make such reports as may be required by the Board;

(g) make all reports required by the State Secretary of Education at such time, upon such items, and in such form as may be prescribed by the State Superintendent; and

(h) appoint personnel.

11:11 In an emergency affecting the health, safety, or welfare of the students of the District, the Board or designee may take appropriate actions.

11:12 The rights and privileges of the Association and its representatives as set forth in this Article shall be granted only to the Association so long as it remains the exclusive representative of the employees.

11:13 The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by reason of any action taken or not taken by the employer for the purpose of complying with any of the provisions of this Agreement.

11:14 The District shall provide a telephone in the classroom of the President of the local Association or in an area easily accessible to the President. Such telephone shall not be utilized during normal class time except in an emergency.

11:15 The District will allow the President of the Association forty (40) days per year for legal association activities. Additional days may be added with mutual agreement of the parties. Use of such days must be with advance notice to the Superintendent and the employee's building administrator unless exigent circumstances prevent such notice. In the event of exigent circumstances, the President of the Association shall subsequently provide the building administrator and the Superintendent with a brief written summary specifying the exigency. In addition, the Association may purchase an additional 100 days at the substitute rate so a "parallel teacher" can be employed.

11:16 At the request of the President, the District will allow the Association thirty days per year for legal Association activities. Use of such days must be by prior notice to the Superintendent and the employee's building administrator.

11:17 The Association shall be advised of any formal committee that deals with teacher working conditions and be given the opportunity to appoint teachers to the committee.

11:18 The Association shall have the right to have a representative on any committee that is related to the development and operation of a drug and alcohol program.

11:19 The Association's designee shall receive copies of all information that is to be broadcast or distributed to members of the Bargaining Unit.

ARTICLE 12

EMPLOYMENT

12:1 Employees shall be notified of their employment status for the next fiscal year pursuant to law.

12:2 Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for such required travel at the rate provided by Delaware Code.

12:3 Employees shall be notified in writing of a known change in their building placement for the ensuing year not later than May 1. If a change is necessary after May 1 the employee shall be notified in writing, with reasons, by certified mail as soon as the change becomes evident.

12:4 The building or program principal shall give written notice to all employees of a known change in their assignment for the following year not later than May 1. Any such changes will be discussed with the employee. If a change becomes known between May 1 and the last teacher day it will be in writing and discussed with the employee. Any changes after the last teacher day will be communicated to the employee by certified mail. If the notification of change is received after the April 1 deadline for submitting a voluntary transfer request, the employee shall have the right to apply for a voluntary transfer with 10 days of receipt of notification of the change.

12:5 All openings for positions in the evening school, summer school, and other similar programs shall be posted in each school building at least ten (10) calendar days prior to the application deadline.

12:5.1 Employees who are properly certificated applicants for summer school and other similar programs shall be given preference over outside applicants in the filling of such vacancies. Vacancies for evening school positions shall not be filled by persons outside the District until all properly certificated applicants from the District staff have been considered. Individuals on the District recall list shall have full application rights for such positions and shall be considered after the current employees and prior to outside applicants.

12:6 In general, employees of the District shall be given first consideration to provide homebound instruction occurring beyond the normal school day for students assigned to them. The District, however, reserves the right to establish the homebound instruction program in a manner it believes to be most beneficial to students.

12:7 Paraprofessionals/Para-educators shall be under the direction of the classroom teacher during the time the paraprofessional/Para-educators is assigned to said teacher. However, it is understood by the parties that both the teacher and the paraprofessional/Para-educators shall be under the direction of the building

administrator during the employee(s) work day.

12:8 EXTRA PAY FOR EXTRA RESPONSIBILITY

12:8.1 Vacant positions except coaching shall be posted in each building for a period of at least ten (10) calendar days prior to the application deadline.

12:8.2 Vacant coaching positions shall be advertised District-wide for a period of at least ten (10) calendar days prior to the application deadline.

12:8.3 Employees in the building will be given first consideration in filling vacant Extra Pay for Extra Responsibility position(s), but if a position(s) in Section 12:8.1 is not filled from within the building it will be advertised District-wide.

12:8.4 If a position is not filled on a voluntary basis from within the District volunteers will be sought from the community. Positions that are "academically oriented" are not covered by this section (grade advisors, department chairperson, team leader, A-V director, student council advisor, etc.).

12:8.5 After every effort has been made to fill vacant Extra Pay for Extra Responsibility positions on a voluntary basis and an employee who is qualified and/or a community volunteer who is acceptable to the building administrator is not available, the building administrator may assign an employee(s) to fill said position(s).

12:8.5.1 This involuntary assignment shall be for no longer than one year and said employee will not be involuntarily assigned in the same year to another EPER position.

12:8.6 Athletic positions will be filled in accordance with DIAA rules.

12:8.7 Extra Pay for Extra Responsibility positions are filled for one year/season only and at the end of that time frame will be considered vacant. A vacancy that arises during the one year/season may be filled for the remainder of that year/season.

12:8.8 The Board and Association shall maintain an on-going EPER/Extra Work Stipend Committee. See Article 32

12:8.8.1 During the 2004-2005 academic year, representatives of the Association and the District shall review EPER stipends for special schools, and on or before June 1, 2005, mutually agree upon an equitable EPER schedule for those special schools, to be effective for the balance of this Agreement's term.

ARTICLE 13

EMPLOYEE WORK YEAR

13:1 The in-school work year for employees employed on a ten-month, eleven-month or twelve-month basis shall not exceed the State/District funded days. Should the District decide to initiate a "year-round school program" it shall meet with representatives of the Association to develop the procedures necessary to implement the program including the voluntary assignment of employees. If the State requires additional days or hours, the parties will reopen negotiations.

13:2 The above stated maximum number of work days for each category may be extended two (2) additional days for new employees for the purpose of orientation and in-service education.

13:3 SPECIAL SCHOOLS

13:3.1 Positions at special schools requiring workdays in excess of the ten-month in-school work year will, to the extent possible, be filled from within the school on a voluntary basis.

13:3.2 If these positions are not filled from within the school on a voluntary basis the positions shall be open to all qualified employees in the District.

13:3.3 In the event there are not sufficient qualified applicants for such positions, qualified special school employees may be assigned to said positions on a rotating basis with the employee having the least amount of seniority and the least number of rotational involuntary special school assignments being assigned first with notification of such involuntary assignment to be made by May 1.

ARTICLE 14

TRANSFERS

14:1 DEFINITIONS

14:1.1 Permanent Vacancy

A vacancy resulting from a previously occupied position or caused by the generation of increased State units.

14:1.2 Temporary Vacancy

A vacancy resulting from leaves of absence, special assignment, or any position that is vacant between August 1 and the close of the work year. (Permanent contracts can be given to teachers who are in the District's critical needs subject areas. The District's critical need subject areas will be determined annually.)

14:1.3 New Position

A newly created position within the District or the authorization of additional positions not recognized under State allotment.

14:1.4 Reassignment

Changing an individual's position on the staff of a building to another position in that building or to a combined position in that building and another constitutes a reassignment. Individuals who are working in more than one building and/or field and whose placement or assignment is changed within those buildings or fields are changed shall be considered to have been reassigned. Such reassignments may take place before the identification of a permanent vacancy or a new position.

14:1.4.1 Prior to March 1, employees shall be given the opportunity to request a reassignment for the next school year. The building principal or designee will inform the employee of ramifications of reassignment in writing.

14:1.4.2 If it becomes necessary to reassign staff within a building, the principal shall first solicit and consider volunteers.

14:1.4.3 If an employee is assigned outside of his/her current major teaching assignment and is not in agreement with assignment, every effort will be made to return the employee to his/her original teaching area the next school year. Teaching assignments will be determined by the building principal. The building principal or designee will inform the employee of ramifications of reassignment in writing.

14:1.5 Unassigned/Excessed Employees

Employees who are hired to fill a temporary assignment or who are displaced from their previous placement as a result of declining pupil enrollment, educational program changes, and/or adjustment in staff allocations.

14:1.6 Voluntary Transfer Period

The time frame for voluntary transfers will be May 1 to August 1. However, the parties agree that the voluntary transfer time frame set forth in this section shall be reviewed on or before January31, 2006, and that this Agreement may be reopened at that time to amend the time frame to ensure both fairness and efficiency.

14:2 ADVERTISEMENT/INTERVIEWS

14:2.1 When a position is advertised it shall be posted at least ten (10) calendar days prior to the deadline for filing applications in each District building and a copy will be sent to the Association president. The positions will also be posted on the District's intranet site . No permanent appointment shall be made until after the deadline for filing applications. However, the parties agree that the posting requirements set forth in this section shall be reviewed on or before January 31, 2006, and that this Agreement may be reopened at that time to amend the requirements to ensure both fairness and efficiency.

14:2.2 The written notice of vacancy shall contain:

(a) type of vacancy;
(b) position description;
(c) location;
(d) starting date;
(e) qualifications;
(f) salary; and
(g) other relevant information.

14:2.3 The description set forth for a particular position shall not be substantively changed after posting. Any other changes must be made prior to the application deadline or must be brought to the attention of the applicant at the time of interview.

14:2.4 Selection for positions shall be determined by the following criteria which are listed according to priority:

(a) certification;
(b) interview to identify qualifications based upon, professional experience, additional course work, instructional techniques, and knowledge of and support of building initiatives in the instructional and curriculum areas;
(c) seniority;
(d) system-wide balance; and
(e) other relevant factors.

14:2.5 Interviews shall be held prior to the end of the school year, but after reduction in force has been acted upon by the Board. "Unassigned/Excessed" employees must also be identified prior to the interviews.

14:2.6 Good faith efforts will be made to include a teacher or teachers on building level interview teams. Interview teams shall be provided seniority information on each applicant.

14:3 Beginning no later than March 1 and ending August 1of each school year the Superintendent/Designee shall deliver to the Association, post on the District's intranet site and post in all school buildings a list of known vacancies which shall occur for the following school year. Intranet postings will be updated every two weeks during the posting period.

14:4 VOLUNTARY TRANSFER

Employees other than newly hired employees may request a voluntary transfer. Newly hired employees will have to spend at least one transfer period in the District before being eligible to transfer. This initial transfer period must be with continuous service.

14:4.1 Employees who desire a transfer to another building or subject field must file with the Human Resources Office a completed Transfer Form (identified as Appendix H of this Agreement). Such written form must be submitted by April 1 to remain on file and be considered for the following transfer period. An employee will only be allowed one transfer per year. The employee will have 48 hours, not including weekends and holidays, to respond to a notice of an opening of a requested position. Failure to accept three offers will cancel the voluntary transfer request. (See Transfer Form-Appendix H) However, the parties agree that the requirements set forth in this section shall be reviewed on or before January 31, 2006, and that this Agreement may be reopened at that time to amend the requirements to ensure both fairness and efficiency.

14:4.2 Transfer requests to a different field will not be considered until all unassigned/excess employees in that field have been placed and/or employees who have been involuntarily transferred, declared unassigned, or have served in a special assignment have been given the option to return as established in Section 14:7.

14:4.3 Transfer requests to a position created by a temporary assignment will not be considered unless there is a position that fits the certification of the employee who is unassigned. Transfers under this section will be made as soon as possible before August 1.

14:4.4 Transfer requests will be considered in accordance with criteria in Section 14:2.4.

14:4.5 In choosing between an individual on the recall list in the field in which the permanent vacancy exists and an individual requesting a transfer from another field, if two candidates have substantively equal qualifications and diversity is not a factor, preference will be given to the individual with the most seniority.

14:4.6 Permanent vacancies not filled through the voluntary transfer process shall be filled by the next eligible person on the appropriate recall list.

14:4.7 If an employee is denied a transfer, written reason(s) will be given upon written request of the employee.

14:5 UNASSIGNED/EXCESS EMPLOYEES

14:5.1 Notice of "unassignment" shall be given to the employee upon knowledge of such "unassignment."

14:5.2 The least senior certificated employee in a building/program will be declared unassigned/excess unless the sending or receiving school's program or human physical resources utilization requires a particular employee's certification and qualifications or where it is necessary to satisfy requirements of law, court order, or diversity. Seniority is as defined in Article 16.

14:5.3 Unassigned employees will be given a list of all known vacancies in their subject field at the time they are declared unassigned. Such employees will state their preferences as to the positions and return the list to the Personnel Services office on or before the date indicated. Unassigned employees shall have the right to complete a voluntary transfer request at the time they are declared unassigned.

14:6 INVOLUNTARY TRANSFER

14:6.1 Notices of proposed involuntary transfers shall be given to the employee involved upon knowledge of such transfer with reasons stated as system-wide balance or specific programmatic needs.

14:6.2 An employee may request a meeting with the Human Resource Supervisor to discuss the involuntary transfer.

14:6.3 An employee shall not be transferred to a position outside his/her area of certification except in unusual circumstances.

14:6.4 Where involuntary transfers are deemed necessary, the least senior certificated employee in a building/program will be involuntarily transferred unless the sending or receiving school's program or human and physical resources utilization require a particular employee's certification and qualifications or where it is necessary to satisfy requirements of law, court order, or affirmative action programs. Seniority is as defined in Article 16.

14:7 Any employee who is involuntarily transferred, declared unassigned, or on a *special assignment shall be given the option to return to his/her original assignment or building where a full- or part-time vacancy occurs if:

(a) he/she so requests in writing within ten calendar days of being declared unassigned, or transferred involuntarily;

(b) the vacancy occurs during the following May 1 to August 1 period or the following school year if a vacancy is available as a result of a temporary assignment; or
(c) organizational needs permit.

Teachers on this list shall be given first option to return to their positions preceding transfers, placement of assigned teachers or teachers on leave being placed.

*Right of Return guaranteed two years

14:7.1 Rejecting a part-time position does not preclude the option of returning to a full-time position should one become available.

14:8 ADMINISTRATIVE VACANCIES

14:8.1 When the Superintendent determines that a vacancy exists in an administrative/supervisory position it shall be posted as cited in Section 14:2.1.

14:8.2 The Superintendent shall establish in consultation with Association leadership, a procedure to provide employee input into the selection of District building level administrators. This procedure will be established within 30 days of the ratification of the agreement or the start date of a new superintendent.

ARTICLE 15

EMPLOYEE APPRAISAL

15:1 Evaluation and judging of an employee's performance shall be for, but not limited to, the following purposes:

(a) To provide teachers with feedback and support for continuous self-improvement.

(b) To provide an enhancement process in order to promote creativity, innovation, and risk-taking.

(c) To motivate members of the staff to participate in formulating and evaluating instructional programs.

(d) To provide an atmosphere of cooperation between administrators and teachers throughout the evaluative process.

(e) To provide information for decisions on inservice training and staff improvement programs.

(f) To provide information for making judgments about personnel promotions, reassignments, tenure, and dismissal.

15:2.1 The Board and Association shall maintain an on-going appraisal committee. See Article 32.

15:2.2 The Delaware Appraisal System shall be the official system used to appraise employees. All administrators doing teacher appraisals will be trained according to State procedures. The Association and the Board mutually agree to reopen this Article if/when the Delaware Appraisal System is changed.

15:3 Sound administrative practice dictates that observation of the work performance of an employee will be conducted openly. Formal observation sessions shall be with the full knowledge of the employee. Records of all other observations of the employee's work performance which are to be made part of his/her file will be made known to the employee. Every appraisal report form shall be completed and signed by the appraiser before being given to or discussed with the employee.

15:4 An employee shall be given a copy of any appraisal report at least one day prior to the conference held to discuss it. If the employee is dissatisfied with his/her appraisal conference, he/she may request additional conference time prior to the appraisal being placed in his/her file. No appraisal report shall be submitted to the Central Office, placed in the employee's file, or otherwise acted upon without a prior conference with the employee. The employee shall sign such report. Such signature shall indicate only that the report has been read by the employee and in no way indicates agreement with the contents thereof. Complaints that the proper procedure has not been followed may be processed through the grievance procedure with the last step being advisory arbitration.

15:4.1 When an employee is notified that an improvement plan will be developed, he/she will be told that he/she may want to have an Association representative.

15:4.2 When an improvement plan has been satisfactorily completed a letter stating such will be placed in the personnel file of the employee.

15.5 Within timelines specified by the Delaware Appraisal System the employee may respond in writing. The employee shall submit a copy of his/her response to the appraiser who shall attach the employee's response to the appraisal report and forward the employee's appraisal and response to the appropriate office for filing.

15:6 Employees shall have the opportunity to provide advanced information about the instructional climate to their appropriate supervisor.

15:7 Employees may suggest alternate or additional times for formal observations because of classroom activities.

15:8 Appraisal of an employee's voluntary or involuntary participation in an extra-curricular activity shall be separate from the employee's classroom performance appraisal. Such appraisal shall be used for the sole purpose of retaining or dismissing the employee from this extra-curricular activity.

15:9 Non-participation in extra-curricular activities shall not be a factor in the appraisal of an employee; however, commendations for participation in extra-curricular activities may be placed in the employee's personnel file.

15:10 The Superintendent or his/her designee will consider input gathered and offered by the Association regarding building administrators.

ARTICLE 16

SENIORITY, LAYOFF, AND RECALL

16:1 SENIORITY

16:1.1 Seniority shall be calculated as the length of most recent continuous service as a teacher and/or administrator in the District.

16:1.2 For transition purposes, seniority dates for teachers shall be the seniority date as established in the spring 1981 seniority roster of the New Castle County School District adjusted for any time spent on layoff during 1981-82 and other reasons for adjustment as outlined by this Article.

16:1.3 An administrator who is assigned to bargaining unit positions shall be afforded seniority as a teacher commensurate with the time of his/her previous employment as either a teacher and/or administrator by the District, the New Castle County School District, and/or one of the component districts prior to July 1, 1978. Such service must be continuous and a resignation is considered a break in service. (Moving from a teacher to an administrative position within the same District is not considered a resignation.)

16:1.4 The Human Resources Office shall annually publish a list of all employees by field of current major teaching assignment listed in seniority order. This list shall be published and posted in each school by February 15 of each year. Employees who wish to appeal their placement on this list must do so in writing to the Human Resources Office before March 1 of the year the list is published. A final list shall be published by March 31 each year. An employee's failure to question prior to March 1 his/her seniority date and classification on the first published list will preclude the assertion of incorrect seniority date and classification in challenging a subsequent layoff.

16:1.4.1 If an employee's seniority date or classification is different on the second list as compared to the first list such employee has three (3) days from the posting of the second list to appeal the change.

16:1.5 The Association will be made aware of the composition of the seniority list prior to the posting of such list. The Association may make suggestions for additions and/or deletions. The final composition of the seniority list shall rest with the Superintendent and is not subject to the grievance procedure outlined in Article 3.

16:1.6 In the event two or more employees have the same seniority date the following criteria shall be used in the order enumerated as tie breakers:

(a) total length of teaching service in New Castle County;
(b) total length of State teaching service;
(c) length of total teaching experience;
(d) educational level on the salary schedule; and
(e) lottery.

16:1.7 Board-approved leaves of absence shall not constitute a break in service, but will not be counted toward seniority as applied in this Article with the following exceptions:

(a) sabbatical leaves
(b) military leaves
(b) leave for officer of the Teacher Association(s)

16:2 LAYOFF

16:2.1 The Superintendent shall determine the number of positions to be reduced, taking into consideration known attrition, and shall apprise the President of the Association of this information and also share with the Association how this information was developed.

16:2.2 To accomplish the necessary reduction in force, employees will be laid off from the field of their current major assignment on the basis of seniority.

16:2.3 Employees who work in programs of limited duration and are scheduled to be laid off from such program shall be permitted to return to a regular position in their former major teaching field when the limited duration program is reduced or terminated provided the employees have sufficient seniority. When a decline in enrollment, a decrease in program, or a reduction in funding is anticipated for the following year, any necessary reduction will be made in that field consistent with seniority to permit such reassignment.

16:2.4 Employees who have been involuntarily transferred or involuntarily reassigned to an assignment that places them in a different seniority classification and are scheduled to be laid off from such classification shall, at the employee's option, be permitted to return to their previous seniority classification provided they have sufficient seniority.

16:2.5 Employees who are on one of the seniority classifications listed below and are scheduled to be laid off in that classification shall, at the employee's option, be permitted to exert their seniority provided they have sufficient seniority to the least senior employee in the related classification(s) listed below for which they are fully certificated. Such certification must be on file in the Human Resources Office prior to March 1 of the year the reduction takes place:

Seniority Classification	Related Classification
Biology	All other science classifications
Chemistry	All other science classifications
Earth Science	All other science classifications
Physics	All other science classifications
General Science	All other science/elementary classifications
Elementary	Kindergarten
Elementary Vocal Music	All other music classifications
Elementary Inst. Music	All other music classifications
Secondary Vocal Music	All other music classifications
Secondary Inst. Music	All other music classifications
Strings	All other music classifications

16:2.6 Employees who are laid off shall be placed on the recall list in the subject field from which they were laid off and in a field in which they are fully certificated.* An employee may request that his/her name be removed from a seniority classification on the recall list. Placement on the recall list will be for two years. *(Fully certificated means – holds a regular certificate or only needs six refresher hours to renew a regular certificate.)

16:3 RECALL

16:3.1 Notification of recall will be by telephone and the person will be expected to respond to the offer within 72 hours (excluding weekends and holidays) of the telephone call. No response will be interpreted as a refusal.

16:3.2 If notification by telephone is not successful a certified letter will be sent offering the position. The person will have five (5) calendar days from the postmarked date of the certified notice to respond to the offer. No response will be interpreted as a refusal.

16:3.3 The person who accepts recall will report to work on the date indicated by the administration or at a later date if mutually agreeable. A person may have at least 72 hours to report to work.

16:3.4 A person who refuses a permanent full-time position in the classification from which he was laid off or accepts a position in another school district will be removed from the recall list and the District will have no further obligation to the person. A person who refuses a permanent full-time position in a classification other than which he/she was laid off will stay on the recall list in other classifications, but the District will have no further obligation to offer another position in the same classification.

16:3.5 A person on the recall list who is offered and accepts recall to a temporary or a part-time position will not forfeit his/her right to a permanent full-time position. The person may be placed in a permanent full-time position before the completion of the temporary or part-time employment with administrative approval. The person will be placed at his/her appropriate position on the recall list upon completion of such temporary employment.

16:3.6 A person who declines a temporary or part-time position will not be removed from the recall list but the District will have no further obligation to offer another temporary or part-time position to such a person.

16:3.7 Persons who are eligible for recall must keep the Human Resources Office informed in writing of any changes in their address, telephone number, and/or certification.

16:3.8 Time lost by an employee laid off under provisions of this Article who is subsequently recalled under provisions of this Article shall not be considered to interrupt continuous service, but such time shall not be counted toward seniority. Adjustments of seniority will be calculated on the same basis as the State determines credit for sick leave.

16:4 MISCELLANEOUS

16:4.1 Employees on Board-approved leaves of absence shall be subject to all provisions of this Article.

16:4.2 Employees who resign or have been dismissed for any reason other than reduction in staff are not subject to the provisions of this Article.

16:4.3 Nothing in this Article shall apply to an individual on a temporary contract or in any way serve to extend the employment of such individuals, except as provided in Section 16:3.5.

16:4.4 Laid off employees may continue benefits at their own expense where the company/carrier permits.

ARTICLE 17

PERSONNEL RECORDS

17:1 Personnel files on each employee will be maintained at the Human Resources Office.

17:2 The Board agrees that it will maintain only one personnel file for each employee.

17:3 An employee shall have the right to review the District's personnel file on him or her, with the exception of confidential materials, at a time mutually agreeable to the employee and the personnel officer or designee. In any event, such review shall take place within five (5) working days provided there are not an inordinate number of requests. Confidential materials shall be defined as college placement papers, references, interview records, and similar materials gathered in connection with the employee's application for a position in the District.

17:4 An employee may have a representative of the Association present during such review; however, the personnel file shall not be taken from the office by the employee and shall be examined in the presence of the personnel officer or his/her designee.

17:5 The employee shall affix his/her signature to all evaluative material to be placed in his/her file to indicate that he/she has seen the material. The Association shall be informed in writing if any employee refuses to sign material placed in his/her file. A meeting of the employee, the Association president or his/her designee, and the administrator shall be held at a mutually agreeable time. At this time the administrator shall once again request that the employee sign the material in question. If the employee refuses to sign, the Association president or his/her designee shall sign a statement typed on the material for this purpose. The statement shall read:

"I have witnessed _____ refusal to sign this material."
Employee's Name

17:6 Any document regarding an employee's performance which an employee either has not signed or been given the opportunity to sign shall not be placed in the employee's file or shall not be utilized in any proceeding against him/her.

17:7 The employee shall have the right to answer, in writing, any material filed (except confidential material) and the answer shall be attached to the file copy.

17:8 Employees may receive copies without charge of up to ten (10) individual pages of non-confidential documents filed in the personnel files. Once the employee has received ten (10) free copies, he/she shall be charged ten cents per copy for each page of additional non-confidential material received except as provided in other provisions of this Agreement.

17:9 An employee may request in writing to the personnel officer that material he/she deems unfavorable contained in his/her personnel file be removed. If the request is approved such documents and all directly related documents shall be removed. The employee shall be advised in writing of the disposition of his/her request.

17:10 Anyone who reviews the District file on an employee, other than employees of the Personnel Office, shall do so in a manner prescribed by administrative regulation. An individual authorized by such regulations to review the file shall indicate such action by affixing his/her name and date of such review.

17:11 Copies of commendations issued to employees by the Board or administrative personnel shall be placed in the District's employee file. Employees may request additional items of recognition be placed in the District's file on the employee at the discretion of the District.

ARTICLE 18

LEAVES OF ABSENCE

18:1 SICK LEAVE

18:1.1 Sick leave and absences for other reasons shall be according to Delaware State Law. For the information of employees a summary of State Law is placed at the end of this Agreement as Appendix K.

18:1.2 Personal Days - In accordance with Delaware State Law, employees will be allowed up to three (3) days for personal reasons. Employees must request use of such days at least five (5) days prior to the date of the planned absence except in cases of emergency.

18:1.3 Employees will be provided an annual record of their sick leave balance as soon as possible, but not later than October 30 of each year.

18:1.4 In accordance with Delaware State Law, allowable sick leave for subsequent employment is to be available at the start of the school year. Adjustments for employees who terminate service prior to the end of the school year will be made in their final paycheck. Adjustments will be prorated based on sick leave being earned at the rate of one day per month of service to the District.

18:1.5 DONATED LEAVE PROGRAM - A donated leave policy has been developed to assist employees who have used all sick leave, personal leave, and at least half of annual leave, if applicable, as a result of a catastrophic illness or injury of the employee or his/her immediate family. The Association shall have the right to have a representative on any committee that's related to the operation of this program.

18:2 LEAVES OF ABSENCE

18:2.1 Maternity, sabbatical, and military leaves shall be according to Delaware State Law. For the information of employees, a summary of State Law is placed at the end of this Agreement as Appendix K.

18:2.2 Leaves of absence not covered by State Law shall be granted by the Board of Education for up to one year for the following reasons:

(a) illness of the employee;

(b) for the purpose of caring for a critically ill member of the employee's immediate family.

18:2.3 Leaves of absence not covered by State Law may be granted by the Board of Education for the following reasons:

(a) adoption of an infant up to four-years old;

(b) service as a staff member of the Teacher Association;

(c) for the purpose of child care or child rearing; and

(d) other.

18:2.4 The Board of Education shall grant a leave of absence to any employee elected as an officer in the local, State, or National Association for the term of the office. Such leave cannot exceed six years. No more than two (2) employees shall be granted such a leave during the same year.

18:2.5 All leaves granted under Sections 18:2.2, 18:2.3, and 18:2.4 will be on the basis of an agreement between the Board and the individual employee.

18:2.6 All leaves granted under Sections 18:2.2, 18:2.3, and 18:2.4 shall be without pay and without credit for experience toward tenure, salary computation, or pension eligibility or compensation.

18:2.7 Employees granted leaves under Sections 18:2.2, 18:2.3, and 18:2.4 shall retain all seniority and salary rights earned prior to such leave upon return to employment.

18:2.8 Employees who are absent because of short-term illness (including maternity) and do not have enough sick leave days to cover their illness period will be placed on an unpaid leave of absence and will be able to return to work at a mutually agreeable date. This short-term illness must be for a period of less than one semester.

18:2.9 In addition to the State rate for sabbatical leave, during the term of this Agreement the District will pay a local supplement of $6,000 for a full school year or $3,000 for a half year.

18:2.10 FAMILY AND MEDICAL LEAVE - Some of the types of leaves of absence mentioned in this section may qualify as a Family and Medical Leave. All requests for a leave of absence will be reviewed for qualification under the Family and Medical Leave Act of 1993. The employer will designate the leave as FMLA and notify the employee in writing.

18:3 In addition to State-provided personal leave, the District will provide that when an employee is required to attend a legal proceeding as a party or is subpoenaed as a witness such absence shall not be charged against sick leave if:

(a) the legal proceeding is 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; or

(b) the legal proceeding involved a matter of public interest as distinguished from a private dispute, and the appearance of the employee as a witness in said proceeding may properly be considered to be the discharge of a civic responsibility.

18:4 JURY DUTY - In accordance with State Board of Education regulation, any teacher who is called for jury duty during his/her working day shall receive his/her regular pay for the time spent on jury duty. Employees may keep the payment received from the court for jury duty.

18:5 At the end of a leave the employee shall be accepted into (full-time) appointment by the Board and assigned to the same or a similar position to the one from which leave was granted, or at least to a position in the District for which they are certificated. In no case may assignment be made so as to invalidate a person's certification status or bring about a reduction in regular salary.

18:6 Employees on leaves of absence shall be able to continue to participate in Board-sponsored group benefit programs at their own expense provided the company providing such benefits agrees.

18:7 Employees on leaves of absence shall notify the Human Resource Office by certified mail two months prior to the expiration of the leave or the intended return date, if earlier, of his/her intention to return. For a leave from which the employee would return to employment at the beginning of a school year, notification must be given by April 1. Failure to provide notification prior to the deadlines of intention to return from leave will serve to convert the leave to a resignation provided the employee received a reminder of the deadlines from the Human Resources Office.

18:8 Any employee on maternity leave will be permitted to substitute in the District provided she submits medical evidence that she is capable of performing as a substitute.

ARTICLE 19

TIME REQUIREMENTS

19:1 Employees shall not be required to "clock in or out," but may be required to initial a roster upon arrival at their work location. Should an employee find it necessary to be absent, he/she shall notify the appropriate administrator or designee in accordance with administrative regulations. In no event shall an employee be required or permitted to obtain his/her substitute.

19:2 The employee may leave the building during duty-free lunch and planning and preparation time according to a reasonable procedure established by the building administrator.

19:3 Employee shall have a daily thirty (30) minute duty-free lunch period in addition to planning and preparation time. Such lunch period shall occur during the time scheduled for student lunches except in schools where there is only one student lunch period.

19:4 The employee's normal in-school work day shall be seven and one-half continuous hours and shall normally fall between the hours of 7:00 A.M. and 4:30 P.M. Except in schools that have a six hour student day, the time required shall be governed by adding sixty minutes to the student day in the specific work location and may be divided before or after the student day in a manner best suited to building operations. Should the State require an increase in the student day, then the employees normal in-school workday shall be increased the same amount of time. Should the District determine the need to go to "split sessions" in some building(s) it shall meet with representatives of the Association to develop the procedures necessary to implement the program.

19:4.1 In addition to the in-school day set forth above, employees agree to direct their major effort toward activities which promote the educational process and which are necessary to clarify school business or provide professional growth. Recognizing that circumstances may vary from school to school, the Board and Association agree to the following needs:

(a) Those meetings necessary to fulfill requirements for Middle States or State Department of Education school evaluations which are in addition to those held during the school day.

(b) Two professional meetings per month; e.g., building faculty, department, building committee, or grade level meetings. Such meetings shall be held on the same day of the week as established by the Superintendent.

(c) Those essential meetings necessary beyond paragraph (b) to resolve critical school problems, but not to exceed a total of four (4) per month for combining paragraphs (a), (b), and (c).

(d) These meetings shall take place before or after the pupil day and shall not exceed sixty (60) minutes except in cases of emergency. Meetings held before school shall begin no earlier than sixty (60) minutes before the beginning of the pupil day. After-school meetings shall begin no later than twenty (20) minutes after the end of the pupil day. These meetings shall not be on Friday or the day preceding a holiday except in an emergency.

(e) A calendar for the District and for each building shall be established by September 1 of each year which will include the normal events affecting staff. These calendars shall be established in cooperation with employee representatives selected by the Association. In the event other activities are scheduled which involve employees, notice shall be given as far in advance as possible.

19:4.2 Except in an emergency, an agenda for all meetings shall be given to the employees involved at least one (1) day prior to the day of the meeting. Such agenda may be modified and updated at the time of the meeting. Employees shall have an opportunity to recommend items for placement on the agenda.

19:4.3 The Association and the Board agree that as a professional each employee is expected to devote to his/her assignment the time necessary within and beyond the normal in-school day to meet his/her professional responsibility. It is understood that employees shall not be expected to attend more than one (1) open house or similar activity per school year.

19.4.4 Any employee who is required to work beyond the in-school work day, except as provided in Section 19:4.1 and for those employees filling positions listed on the extra-pay schedule, shall be compensated at no less than the EPER hourly rate. That rate shall not be less than the rate in effect as of July 1, 2004.

19:4.5 An employee who is required to continue in his/her position beyond the regular school year as defined in Article 13 shall be compensated at his/her regular rate of pay. Additional activities beyond the regular school year shall be compensated at the State or District rate established for that program.

19:5 PLANNING AND PREPARATION TIME

19:5.1 Each secondary employee shall receive for no less than 225 minutes per week planning and preparation time. Recognizing the complexity of the A/B block schedule, additional planning time shall be equitably provided whenever possible. Such time shall occur within the student day. Good faith efforts will be made to schedule daily planning and preparation time.

19:5.2 Elementary teachers shall receive no less than 225 minutes per week of planning and preparation time within the student day. Such time shall be in periods of at least thirty (30) minutes. Good faith efforts will be made to schedule daily planning and preparation time.

19:5.3 Elementary expressive arts teachers and all other employees shall receive 225 minutes per week of planning and preparation time. Such time shall be in periods of at least 30 minutes within the workday. Good faith efforts will be made to schedule daily planning and preparation time. Expressive Arts and other teachers who must travel to perform their assignments shall be provided a reasonable time to travel.

19:5.4 Notwithstanding Section 19:5.1 and 19:5.2, planning and preparation time at schools having a six (6) hour student day may not be within the student day.

19:5.5 Except in an emergency, no employee shall lose his/her planning and preparation time. Employee will not be required to attend a meeting during planning/preparation time unless given 24 hours notification. Group meetings shall not be regularly scheduled during the 225 minutes per week planning and preparation time, i.e. Department meetings, Team meetings, grade level meeting.

19:5.6 In an effort to provide on a daily basis the planning time as specified in 19:5.2 and 19:5.3 the following procedure will be implemented:

(a) The Human Resources Office will do a survey by September 15 of each year to determine what elementary schools, if any, are not providing daily planning time and/or providing planning time within the student day for the expressive arts teachers.

(b) Between October 1 and November 15 of each year the Superintendent and designee and the Association President and designee shall meet with the principal and the Building Liaison Committee to attempt to work out a solution;

(c) Resolution of the lack of daily planning time can take into account all options except the hiring of additional staff;

(d) If a solution can be reached it shall be implemented.

19:6 Employees will not normally be required to collect money for community drives, student contributions to charities, money for school banks, PTA dues, student pictures, or student insurance. This provision does not apply to collection of envelopes without regard to content. Employees will be responsible for collecting and transmitting money to be used for educational purposes such as field trips and fund-raising activities.

19:7 Supervision of a student teacher or methods student shall be voluntary. The employee shall receive the stipend paid by the college for performing this service.

19:8 Within the confines of the total school program the building principal shall make a reasonable effort to assign employees on teaching teams to the same planning and preparation time period.

19:9 Where a departmentalized schedule is utilized the building principal shall make a reasonable effort to limit the number of each employee's teaching preparations per day.

19:10 Whenever possible all notices to delay or cancel school openings shall be transmitted not later than 6:00 A.M. for announcement over radio stations, the District's Internet site, and other media. In the event of delayed openings employees are expected to arrive at work as early as possible taking into consideration the reasons for the delay and the distance traveled.

19:11 Reasonable effort shall be made to limit a classroom teacher's placement to not more than two buildings.

19.11.1 The District shall make good faith efforts to involve each Expressive Arts teacher in his/her placement/schedule when there is a building assignment change and/or when the assignment may necessitate working in more than two buildings. The Association and the District agree to monitor this provision during the term of this agreement.

19:12 All teachers shall maintain up-to-date lesson plans. No teacher shall be required to submit daily or weekly lesson plans, but such plans shall be made available to the administrator upon request. In the event a teacher is absent instructional plans for three (3) days in advance must be available for the substitute teacher.

19:13 An employee's class which was not created for the specific purpose of holding or disciplining students shall not be used as such. This includes library and study hall.

19:14 Wherever possible schedules of employees who function outside the regular classroom shall be developed jointly between the employee and administrator in charge of scheduling and these schedules shall be in operation by the first day of school.

19.15 Teachers will receive release time for (DAPA) Portfolio training. Additional release time may be granted for portfolio preparation and home visits if mutual agreement between building/program administrator/teacher.

ARTICLE 20

FACILITIES AND SUPPLIES

20:1 The standards set forth herein are considered to be the standards for employee facilities and the Board will make every reasonable effort, within administrative and budgetary constraints, to provide such facilities. When new buildings are designed or existing buildings are renovated, the Board will make every effort to comply with these standards.

20:1.1 An easily accessible communication system shall be provided so that employees can communicate quickly with the main building office.

20:1.2 Where available, parking facilities identified for employee use shall be provided.

20:1.3 Suitable closet space with locks shall be provided for each employee to store coats, other personal articles, and instructional materials and supplies.

20:1.4 Classroom windows shall have appropriate window coverings where necessary.

20:1.5 Books, paper, pencils, pens, chalk, erasers, and other such material reasonably required in daily employee responsibility shall be provided.

20:1.5.1 Each school administrator shall make good faith efforts to provide teachers access to computers and copying machines during planning and preparation time. Adequate paper to meet reasonable copying needs of each teacher shall be provided.

20:1.6 Subject to administrative approval the faculty shall have the right to install a reasonable number of vending machines in any faculty lounge. The proceeds from all such vending machines shall be used by that school's faculty.

20:1.7 An employee work area will be provided in each school to aid in the preparation of instructional materials. Employees shall have access to necessary duplicating equipment. Such equipment shall be maintained in good working condition.

20:1.8 A furnished faculty lounge will be provided in each school.

20:1.9 Accessible telephones in relatively private areas shall be provided in each building in a ratio of approximately 1:20 employees.

20:1.10 A serviceable desk and chair will be provided for the use of each employee.

20:1.11 Necessary filing space will be provided upon the request of the employee.

20:1.12 Employee restrooms, separate from students, shall be provided in each school.

20:1.13 A dining area, separate from students, for the use of all employees will be provided in each school.

20:1.14 Chalk/dry eraser board space will be provided in each classroom.

20:1.15 Employees who work in more than one school building will be assigned a work area and have access to lockable storage space in each school.

ARTICLE 21

SALARY DEDUCTIONS

21:1 The Board shall provide payroll deductions for, but not limited to:

Unified membership dues
Tax sheltered annuities
United Way
State life insurance
Savings bonds
Delaflex
Association Service Fee

21:2 Deductions beyond those stipulated in Section 21:1 shall be pursuant to law or at the discretion of the Board.

21:3 The Association, on or before August 15 of each year, shall transmit to the Board's designated agent a list of those employees who have maintained payroll deduction authorizations. Within a reasonable time the Association will also transmit to the Board's designated agent the names of all new enrollees who have properly signed payroll deduction authorization forms and submitted them to the Association.

21:4 Deductions for Association dues will be made in the pay periods falling between September 1 and June 30, and shall be transmitted to the Association within ten days after each pay period. Paycheck date lags 13 days from the pay period end date.

21:5 If the employee leaves the employment of the district before the total amount of dues owed has been deducted the District will deduct the amount in the employee's final paycheck as provided for by the dues deduction authorization card.

ARTICLE 22

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

22.1 The Board and Association agree that professional development is important to the maintenance of strong public education and jointly agree to promote professional development which supports systemic change.

22.2 The Board and Association shall maintain an on-going Professional Development Committee. See Article 32.

22:4 The Board and Association recognize the obligation of employees to participate in professional development programs for the improvement of curriculum and performance. Each employee who participates in inservice programs at the District level shall be given an opportunity to evaluate such programs. A good faith effort shall be made to schedule curricular improvement projects or in-service workshops during in-service days.

22:5 Where curriculum improvement projects or inservice workshops occur beyond the normal in-school work day (as defined in Article 19), an employee's participation shall normally be voluntary. An employee that participates in the activity shall be compensated at no lower than the EPER rate. Reasonable notice of the activity shall be provided in advance. The Association and the District agree to monitor the frequency of these activities.

22:6 In the event an employee requests and is granted an assignment which requires additional certification the cost of the course work for such additional certification shall be borne by the employee.

22:7 In the event the Board requires an employee to take any course or involuntarily transfers or reassigns an employee involuntarily to a position requiring additional certification the Board shall pay the full cost of tuition and mileage at the State rate plus tolls and other mutually agreeable necessary expenses to a mutually acceptable college or university. No such reasonable expenses will be denied. Such money will be paid after the successful completion of the course.

22:8 If the Board requires an employee to attend any workshop or conference outside the District, the Board shall pay necessary expenses as follows:

(a) Travel by private automobile shall be reimbursed at the State mileage rate plus tolls, if applicable. Travel by commercial carrier shall be coach class or the equivalent thereof, except that the Board may approve other than coach class on an ad hoc basis;

(b) Reimbursement for meals and lodging shall be at the rate established or approved by the Board;

(c) Where travel, meals, and lodging are approved and the employee elects to commute such reimbursement shall be no greater than the cost of round trip transportation, meals, and lodging;

(d) Alternate financial arrangements to those set forth herein shall be by mutual agreement of the Board and the employee.

ARTICLE 23

INNOVATIVE PRACTICES

23:1 The Board and Association agree that risk-taking, creativity, and innovation in classroom practices are to be encouraged and supported.

23:2 The Board and Association recognize the importance of collegial sharing and will encourage teachers to share their unique and innovative lessons and practices.

ARTICLE 24

TECHNOLOGY

24:1 The Board and Association recognize the importance of technology in the instructional process to foster student achievement and as a resource. The primary intended use of technology is the furtherance of the Christina School District's mission and goals.

24:2 The Board and Association shall maintain an ongoing Technology Committee. See Article 32.

24:3 The Board and Association acknowledge that any communications over the network have no expectation of privacy due to the nature of network operations. Materials, files, information and data carried on the network may, in the course of normal maintenance and service, be revealed. Confidential student information may only be accessed by authorized personnel.

24:4 The Board and Association agree that under no circumstances will personal materials/files of employees be accessed or downloaded by any other individual. Materials, files, information or data stored by an employee on Christina School District's network may become part of a personnel investigation or proceeding only after written notification by the District of its intent to examine employee communications, files or information. Notification in specificity must be delivered not less than 10 or more than 30 working days prior to the reading or harvesting of said materials except for the purpose of commendation. This timeline is null and void if there is a reasonable suspicion of inappropriate use or the employee is involved in a criminal investigation regarding the illegal use of the District's network or a violation of the State of Delaware Acceptable Use Policy. (Appendix O)

24.5 The Board and Association agree that all newly acquired software and hardware used as technology resources in the District, must be compatible with District Standards. For District furnished materials, this is the responsibility of the technology office. For employee furnished materials, this is the responsibility of the individual. Employees must, therefore, gain the explicit written approval of the Chief Information Officer or his/her designee prior to using employee furnished materials as a technology resource. With such approval, the employee shall be held harmless by the District for any consequences connected to system or individual computer failure.

ARTICLE 25

SALARIES AND EMPLOYEE BENEFITS

25:1 The salaries of all employees covered by this Agreement shall be the salaries as prescribed by Chapter 13, Title 14, Delaware Code, plus a supplement from District funds in the amounts set forth in Appendices A, B and B (1) which are attached hereto and made a part hereof. The parties agree that this Section may be re-opened upon the request of either party in the event an Operating Referendum is passed during the term of this Agreement. The District agrees to the following percentage increases on the local supplement from the previous school year as follows:

2004-2005 - 4%
2004-2006 - 3.25%
2004-2007 - 3.25%

25:2 All State salary increases including bonuses and cost-of-living supplements shall be passed on to all employees unless contrary to law.

25:2.1 The local salary schedule will be increased by a $500 longevity increment beginning the 21st year of credited experience and by a $1000 longevity increment beginning the 26th year of credited experience.

25:3 The salaries of all extra-curricular employees are set forth in Appendices C, D, E and E (1) which are attached hereto and made a part hereof.

25:4 DIRECT DEPOSIT - Employees hired prior to January 1, 1996 may elect to have their paychecks deposited to their account by the State in any such bank which agrees to accept such deposits in accordance with the procedures established by the State.

25:5 The Board shall make checks available to employees on the day designated by the State or within twenty-four hours of receipt by the District, whichever is later.

25:6 Payment for EPER positions shall be made within thirty days of the completion of the activity.

25:7 Pay for a year-long EPER position shall be paid in three installments -- November, February, and June.

25:8 FRINGE BENEFITS

25:8.1 Full-time employees shall receive the following stipends per month above the State contribution toward Blue Cross/Blue Shield/HMO provided they use such money for coverage. The District will pay the State portion of Blue Cross/Blue Shield for those full-time employees who do not qualify for such.

Effective 7/1/04	Up to $121.46 per month
Effective 7/1/05	Up to $135.00 per month

25:8.2 Full-time employees shall receive the following stipends per year (calculated montly) toward the purchase of the following benefits:

July 1, 2004 to June 30, 2005	$1600
July 1, 2005 to June 30, 2006	$1675
July 1, 2006 to June 30, 2007	$1725

25:8.3 The stipend in Section 25:8.2 may be used toward the purchase of the following benefits:

Life Insurance
Dental Care
Long-Term Disability Insurance
Prescriptions
Blood Bank
Blue Cross/Blue Shield/HMO
Vision

25:8.4 Employees who work half-time or more, but less than full time, based on the normal week set forth for this bargaining unit shall receive one-half the stipends in 25:8 per year (calculated monthly) toward the purchase of benefits.

25:8.5 The stipend in Section 25:8.4 may be used toward the purchase of the following benefits:

Life Insurance
Dental Care
Long-Term Disability Insurance
Prescriptions
Blood Bank
Blue Cross/Blue Shield/HMO
Vision

25:8.6 Any additional cost of benefits selected by an employee shall be by payroll deduction.

25:8.7 The District shall appoint a benefits committee consisting of a representative of each recognized Association, administrative, and other "employee group" representatives. This committee shall meet, as needed, to review benefits, consider changes to the current benefit package and on other benefit related issues that directly impact employees.

25:9 TEACHER PROFESSIONAL RECOGNITION

The District recognizes and appreciates the added work, described in Appendix I, that each Teacher/Employee agrees to perform throughout each year. In recognition of this added work, each Teacher/Employee shall receive a total of $400, to be paid over the 26 pay periods in each year. It is understood that individual Teachers/Employees shall in good faith perform an activity or service described in Appendix I of this Agreement each year.

25:10 EARLY NOTIFICATION OF RETIREMENT

A payment of $500 will be made to a teacher who gives written notification of his or her retirement when the notification is received by the Human Resource Office on or before February 1st for the end of that academic year. The payment will be made in the employee's final paycheck (usually the first pay in July after the retirement is effective.)

25:11 Employees who work in the City of Wilmington and who are required to pay the city of Wilmington wage tax shall receive a supplement as described below as long as they continue to be subject to the City Wage Tax. The supplements shall be paid in equal installments over the school year:

Salary of $11,999 or less:	$ 75.00
Salary of $12,000 to $19,999:	$150.00
Salary of $20,000 to $27,999:	$250.00
Salary of $28,000 or more:	$350.00

ARTICLE 26

GRADE REPORTING COMMITTEE

26:1 The Board and Association shall maintain an on-going Grade Reporting Committee. See Article 32

ARTICLE 27

FAIR DISMISSAL

27:1 Permanent professional employees are covered by Delaware Code (Title 14, Chapter 14) with regard to non-renewal/termination of services as an employee of the District.

ARTICLE 28

CLASS SIZE

28:1 The Board and the Association agree that the pupil/teacher ratio is an important part of an effective educational program.

28:2 The following criteria, among others, shall be used to determine efficient class size:

(a) The capacity of the teaching facilities and the number of adequate teaching stations and pupil stations in a room.

(b) The appropriateness of the room to the content of the course or purposes to be served and the methods to be employed.

(c) The general conditions which affect the health, safety, and effective supervision of the pupils.

(d) The availability of sufficient books, supplies, and equipment.

(e) Ability level of the students.

(f) Available student behavioral information

(g) Severity of the disability

28:3 When class size becomes excessive in the opinion of the teacher involved, the following process is to be utilized rather than the grievance procedure:

(a) The teacher shall report this concern in writing to the building principal. The building principal shall meet with the teacher within five working days of receiving the written concern to give reasons for the situation and explore methods to resolve the situation.

(b) In the event the situation is not resolved at the building level the employee may appeal the matter in writing within five working days of the decision at the building level to the immediate supervisor or the principal. The immediate supervisor shall meet with the employee within five working days of receiving the concern.

(c) In the event the situation is not resolved at the immediate supervisor level the employee may appeal the matter in writing, within five working days of the decision of the immediate supervisor, to the Superintendent or designee. A copy of the appeal shall be sent to the Association. The Superintendent or designee shall meet with the employee within five working days of receiving the concern. An Association representative can be present at the meeting.

28:4 One-on-one paras shall accompany the student to all expressive arts classes.

ARTICLE 29

SPECIAL EDUCATION

29:1 The Board and the Association shall maintain an on-going Special Education Committee. See Article 32.

29:2 Employees assigned to work with students defined as handicapped by IDEA 97 or other applicable laws shall be provided the inservice training necessary to comply with this law as determined by the Superintendent or designee.

29:3 The District shall supply the necessary resources, as determined by the Superintendent or designee, to meet the requirements of IDEA 97 or other applicable laws.

29:4 Employees assigned to work with students defined as handicapped by IDEA 97 or other applicable laws shall be provided with resource and support personnel required to meet the legal requirements of IDEA or other applicable laws as determined by the Superintendent or designee.

29:5 In the development of recommendations for compliance with the law, the Superintendent or designee shall work cooperatively with the Association as well as other agencies, administrators, parents, students, and teachers.

29:6 The Board and Association believe that the successful development of the Team Approach to Mastery (TAM) teaching team is basic to the success of the program. Every effort will be made to maintain successful teams and to involved TAM teachers in the selection of partners.

29:6.1 The District shall make good faith effort to use the TAM model of 1/3 students with disabilities and 2/3 regular education students per class.

29:7 The District will develop and offer professional development programs to enhance and expand instruction of special education techniques and programs.

29:8 No special education teacher shall be required to accept the assignment of volunteer aides.

29:9 Elementary TAM instructional paraprofessionals will be allocated to the classroom teachers to enhance the development of reading and math skills. Allocations will be based on availability of federal funds as determined by the Superintendent or his/her designee.

29:9.1 Secondary instructional paraprofessionals will get assigned to grade levels by buildings based on availability of federal funds as determined by the Superintendent or his/her designee.

29:10 Good faith efforts will be made for interpreters to be participants in in-service days.

29:11 Materials required for compilation of a DAPA portfolio shall be provided or paid for by the district.

29:12 Participation in Special Olympics shall be voluntary.

29:13 Materials required for compilation of a DAPA portfolio shall be paid for or provided by the District.

ARTICLE 30

SCHOOL CLOSINGS/OPENINGS/MOVEMENT OF GROUPS OF STUDENTS

30:1 If the School Board officially designates a building to be closed/opened, or the Superintendent/Designee designates a program or grade level or other specified group of students to be moved, the Board and the Association agree to the concept that teachers follow students.

30:2 At such time, the administration and the Association will meet to develop the procedure necessary to implement the concept in Section 30:1. Procedures shall include provision for assistance and, if needed, compensated time related to the moves.

30:3 If it is agreed that Section 30:1 is not a viable concept, the administration and the Association will meet to develop an alternative concept and the procedures to implement it.

ARTICLE 31

RESIDENT ADVISORS

31:1 Based on the nature of Resident Advisors' positions certain sections of this Agreement are not valid. In addition to the sections listed below there may be other sections of the Agreement which may not reasonably apply.

Section 8:2.1
Section 10:7
Section 19:2
Section 19:4
Section 19:4.4
Section 19:5.1
Section 19:5.2
Section 19:5.3
Section 19:5.4
Section 19:10
Section 20:1.7
Section 20:1.12

In lieu of the above sections the following are clarifications.

31:1.2 Meal times which occur with the students will be part of the program.

31:1.3 During early dismissal days, inservice programs, one-day vacations, and snow days which fall within a school week, resident advisors may have to work 9:00 A.M. to 3:00 P.M. in addition to their normal hours. At such times they will be paid at their normal rate of pay for such additional hours worked.

31:1.4 Resident advisors will have approximately 120 minutes of planning and preparation time within work week.

31:1.5 The resident advisor may leave the building during planning and preparation time according to a reasonable procedure established by the administration.

31:1.6 Election Day will be a holiday for resident advisor staff if District offices and schools are closed.

ARTICLE 32

CONTRACT MANDATED COMMITTEES

32:1 The Association shall be allowed representation on any group, task force, District committee, or Board committee that is formed and deals with any work related issues.

32:2 Joint committees shall normally be composed of four (4) representatives from the Association, appointed by the President, and four (4) representatives from the Administration, appointed by the Superintendent.**

**Unless mutually agreed to by of a different size or composition.

32:2.1 Committees shall be jointly co-chaired.

32:2.2 Co-chairs will jointly set the agenda and meeting dates and time so as to meet the charges listed below:

(a) Meet initially by October 31st of each year.
(b) Provide minutes to all parties (Superintendent, Association President and community members, if appropriate).
(c) Sub-committees may be appointed by mutual agreement. All sub-committees must report to the Committee of the whole for inclusion/exclusion in the final committee report.
(d) Release time provided if necessary.
(e) Parents, students and parties outside the bargaining group may be included, by mutual agreement, on any sub-committee established.
(f) Provide finalized report to the Superintendent and Association President by May 1st.

32:3 JOINT COMMITTEES

32.3.1 Discipline Committee will deal with discipline related matters, including but not limited to: (Article 8)

(a) Any modifications of the Student Code of Conduct.
(b) Student attendance issues.
(c) Discipline referrals.
(d) Discipline records.
(e) Matters of discipline implementation and application.
(f) Training needed

32:3.2 Appraisal Committee will deal with appraisal related matters, including but not limited to: (Article 15)

(a) Review the Delaware Professional Appraisal System.
(b) Review District procedures.
(c) Appraiser verification.
(d) Appraisal instruments.
(e) Training needed

32:3.3 Professional Development Committee will deal with professional/staff development matters, including but not limited to: (Article 22)

(a) Relevancy, meeting the needs of a diverse staff.
(b) Record keeping and requirements of training.
(c) Explore alternative staff development time and ideas,
(d) Explore ways in which the District and the Association can become active partners in providing meaningful professional development.

32:3.4 Technology Committee will deal with any technology matters, including but not limited to: (Article 24)

(a) Develop, recommend and maintain standards as they relate to instructional practices and policy in technology to the Superintendent.
(b) Recommend suggestions for technological professional development to the Professional Development Committee.
(c) Recommend resources that will enhance technology and education at the sites.

32:3.5 Grade Reporting Committee will deal with grade reporting matters, including but not limited to: (Article 26)

(a) Alternative methods of student assessment.
(b) Employee grade reporting materials.
(c) Promotion requirements.
(d) Report card revisions.
(e) Grade reporting systems and procedures.

32:3.6 Special Education Committee will deal with any issues pertaining to but not limited to: (Article 29)

(a) Special education and instruction.
(b) Recommend to the Superintendent changes in policy and procedure.
(c) Be an agent of informal problem solving.

32:3.7 Mentor and Peer Assistance Committee will deal with any mentors an/or peer

assistance matters, including but not limited to:

(a) Obtaining, training and utilizing mentors.
(b) Providing relevant training for new hires.

32:3.8 EPER/Extra Work Stipend Committee will deal with but not limited to: (Article 12)

(a) Revising/enhancing the stipend program.
(b) Determine what is academic and what is non-academic as it is referred to on the stipend chart.
(c) Monitor policies, procedures and rules regarding EPER, hourly rates and the extra work stipend.

32:3.9 Finance Committee will meet throughout the length of the contract to review District finances.

32:4 REPRESENTATIVE COMMITTEES

32:4.1 The Association shall have the right to official representation on:

(a) Calendar Committee dealing with setting the District calendar. (Article 11)
(b) Drug and Alcohol Testing Committee dealing with issues related to the drug and alcohol testing policy. (Article 11)
(c) Screening Committees to provide employee input into administrative selections. (Article 14)
(d) Donated Leave Program Committee assisting employees who have used all sick leave, personal leave, as a result of catastrophic illness or injury. (Article 18)
(e) Benefits Committee (Article 25)
(f) Instructional Materials Committee (Article 4)
(g) Shared Decision Making/Restructuring Committee (Article 6)

32:5 Joint committees will meet during 2005 to discuss specific issues identified in Section 2:1.1 Committee recommendations for changes in the contract will be submitted to both parties no later than December 1, 2005.

ARTICLE 33

MISCELLANEOUS

33:1 The Board and the Association agree that all practices, procedures, and policies of the District shall clearly exemplify that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, evaluation, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or age.

33:2 If any provision of this Agreement or any application of this Agreement is held to be contrary to law then such provision shall be null and void. However, all other provisions or applications shall continue in full force and effect. If any such provision or application of this Agreement is determined invalid the parties shall meet to renegotiate the provision held to be unlawful.

33:3 If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its life, shall be controlling over the inconsistent language.

33:4 If during the life of this Agreement any administrative rule or regulation or Board policy shall be inconsistent with the provisions of this Agreement, this Agreement, during its life, shall be controlling over the inconsistent language in such administrative rules and regulations or Board policy.

33:5 Nothing in this Agreement which changes existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.

33:6 The Board shall distribute copies of this Agreement to all current and new employees. In addition, the Board shall provide the Association with 300 copies.

33:7 Notices under this Agreement shall be given by either party to the other by telegram or certified mail as follows:

To the Board at:
83 East Main Street
Newark, DE 19711

To the Association at:
4135 Stanton Ogletown Road
Newark, DE 19713

ARTICLE 34

DURATION OF AGREEMENT

34:1 This Agreement shall be in effect as of July 1, 2004 and shall continue until June 30, 2007 in part subject to the Association's right to negotiate over a successor Agreement as provided in Article 2.

34:2 This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless it is extended in writing by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective designees, all on the day and year first above written.

CHRISTINA EDUCATION ASSOCIATION, INC.

By:_____
President

Attest:_____
Chairperson, Negotiations Committee

CHRISTINA BOARD OF EDUCATION

By:_____
President

_____
Vice-President

Attest:_____
Executive Secretary

APPENDICES

APPENDIX A

LOCAL SALARY SCHEDULE

July 1, 2004 - 2005

YEARS	NO DEGREE	BACHELOR	BACHELOR +15	BACHELOR +30	MASTER	MASTER +15	MASTER +30	MASTER +45	MASTER +60	DOCTOR
0	8,854	9,320	9,786	10,252	11,187	12,117	12,587	13,050	13,284	13,517
1	9,320	9,786	10,252	10,719	12,117	13,050	13,517	13,986	14,218	14,449
2	9,786	10,252	10,719	11,652	13,050	13,986	14,449	14,916	15,149	15,380
3	10,252	10,719	11,652	12,587	13,986	14,916	15,380	15,846	16,080	16,313
4	10,719	11,652	12,587	13,517	14,916	15,846	16,313	16,777	17,013	17,246
5	11,652	12,587	13,517	14,449	15,846	16,777	17,246	17,712	17,945	18,175
6	12,587	13,517	14,449	15,380	16,777	17,712	18,175	18,643	18,876	19,110
7	13,517	14,449	15,380	16,313	17,712	18,643	19,110	19,574	19,809	20,042
8	14,449	15,380	16,313	17,246	18,643	19,574	20,042	20,507	20,741	20,972
9	15,380	16,313	17,246	18,175	19,574	20,507	20,972	21,441	21,674	21,909
10	16,313	17,246	18,175	19,110	20,507	21,441	21,909	22,374	22,839	23,304
11	17,246	18,175	19,110	20,042	21,441	22,374	22,839	23,304	24,003	24,703
12	18,175	19,110	20,042	20,972	22,374	23,304	24,238	24,703	24,935	25,168
13	19,110	20,042	20,972	21,909	23,304	24,703	25,638	26,102	26,333	26,568
14	20,042	20,972	21,909	22,839	24,238	26,102	27,032	27,499	27,733	27,962
15	21,441	22,374	23,304	24,238	26,102	27,962	28,896	29,362	29,596	29,828

* Masters + 60 - Approved Credits Only; State Level = Masters + 45

In accordance with Section 25:2.1 of this Agreement, the above schedule will be increased by a $500 longevity increment beginning the 21st year of credited experience and by a $1000 longevity increment beginning the 26th year of credited experience.

APPENDIX B

LOCAL SALARY SCHEDULE

SEPTEMBER 1, 2005 - 2006

YEARS	NO DEGREE	BACHELOR	BACHELOR +15	BACHELOR +30	MASTER	MASTER +15	MASTER +30	MASTER +45	MASTER +60	DOCTOR
0	9,141	9,623	10,104	10,586	11,551	12,511	12,996	13,474	13,716	13,956
1	9,623	10,104	10,586	11,068	12,511	13,474	13,956	14,440	14,680	14,918
2	10,104	10,586	11,068	12,031	13,474	14,440	14,918	15,400	15,641	15,879
3	10,586	11,068	12,031	12,996	14,440	15,400	15,879	16,361	16,603	16,844
4	11,068	12,031	12,996	13,956	15,400	16,361	16,844	17,323	17,566	17,807
5	12,031	12,996	13,956	14,918	16,361	17,323	17,807	18,288	18,528	18,766
6	12,996	13,956	14,918	15,879	17,323	18,288	18,766	19,249	19,489	19,731
7	13,956	14,918	15,879	16,844	18,288	19,249	19,731	20,210	20,453	20,693
8	14,918	15,879	16,844	17,807	19,249	20,210	20,693	21,173	21,415	21,653
9	15,879	16,844	17,807	18,766	20,210	21,173	21,653	22,137	22,378	22,621
10	16,844	17,807	18,766	19,731	21,173	22,137	22,621	23,101	23,582	24,062
11	17,807	18,766	19,731	20,693	22,137	23,101	23,582	24,062	24,783	25,506
12	18,766	19,731	20,693	21,653	23,101	24,062	25,026	25,506	25,745	25,986
13	19,731	20,693	21,653	22,621	24,062	25,506	26,471	26,950	27,189	27,431
14	20,693	21,653	22,621	23,582	25,026	26,950	27,910	28,392	28,634	28,871
15	22,137	23,101	24,062	25,026	26,950	28,871	29,836	30,317	30,558	30,798

* Masters + 60 - Approved Credits Only; State Level = Masters + 45

In accordance with Section 25:2.1 of this Agreement, the above schedule will be increased by a $500 longevity increment beginning the 21st year of credited experience and by a $1000 longevity increment beginning the 26th year of credited experience.

APPENDIX B (1)

LOCAL SALARY SCHEDULE

SEPTEMBER 1, 2006 - 2007

YEARS	NO DEGREE	BACHELOR	BACHELOR +15	BACHELOR +30	MASTER	MASTER +15	MASTER +30	MASTER +45	MASTER +60	DOCTOR
0	9,438	9,936	10,433	10,930	11,926	12,917	13,419	13,912	14,161	14,410
1	9,936	10,433	10,930	11,427	12,917	13,912	14,410	14,910	15,157	15,403
2	10,433	10,930	11,427	12,422	13,912	14,910	15,403	15,901	16,149	16,395
3	10,930	11,427	12,422	13,419	14,910	15,901	16,395	16,893	17,143	17,391
4	11,427	12,422	13,419	14,410	15,901	16,893	17,391	17,886	18,137	18,386
5	12,422	13,419	14,410	15,403	16,893	17,886	18,386	18,882	19,131	19,376
6	13,419	14,410	15,403	16,395	17,886	18,882	19,376	19,875	20,123	20,372
7	14,410	15,403	16,395	17,391	18,882	19,875	20,372	20,867	21,117	21,366
8	15,403	16,395	17,391	18,386	19,875	20,867	21,366	21,861	22,111	22,357
9	16,395	17,391	18,386	19,376	20,867	21,861	22,357	22,857	23,105	23,356
10	17,391	18,386	19,376	20,372	21,861	22,857	23,356	23,851	24,348	24,844
11	18,386	19,376	20,372	21,366	22,857	23,851	24,348	24,844	25,589	26,335
12	19,376	20,372	21,366	22,357	23,851	24,844	25,839	26,335	26,582	26,831
13	20,372	21,366	22,357	23,356	24,844	26,335	27,332	27,826	28,072	28,323
14	21,366	22,357	23,356	24,348	25,839	27,826	28,817	29,315	29,565	29,810
15	22,857	23,851	24,844	25,839	27,826	29,810	30,805	31,302	31,551	31,799

* Masters + 60 - Approved Credits Only; State Level = Masters + 45

In accordance with Section 25:2.1 of this Agreement,Tte above schedule will be increased by a $500 longevity increment beginning the 21st year of credited experience and by a $1000 longevity increment beginning the 26th year of credited experience.

APPENDIX C

EXTRA PAY FOR EXTRA RESPONSIBILITY

Pay Level:	I	-	0 years
	II	-	1-2 years
	III	-	3 or more years

Sports Categories:

A	Football	Soccer (B & G)	
B	Basketball (B & G)	Wrestling	Volleyball
	Lacrosse (B & G)	Swimming (B & G)	Diving
	Baseball	Softball	Hockey
	Cheerleading Advisor (Fall)		
	Cheerleading Advisor (Winter)		
C	Track (B & G)	Cross Country (B & G)	Tennis
	Winter Track (B&G)	Golf	

Assistant Coaches – 75% of Head Coach's salary
9th Grade Coaches – 50% of Head Coach's salary

Miscellaneous:

1. EPER positions are authorized and filled for one school year.

2. It is understood that to fill or not to fill positions listed on the extra pay-extra responsibility schedule is the prerogative of the District administration.

3. Hourly EPER funds will be allocated to buildings based on enrollment.

APPENDIX D

EXTRA PAY FOR EXTRA RESPONSIBILITY

September 1, 2004 - August 31, 2005

HIGH SCHOOL	I 0 Years	II 1-2 Years	III 3+ Years
Athletic Director	5375	5778	6210
Assistant Athletic Director	3761	4043	4343
Category A (Head)	4835	5200	5585
Category B (Head)	4301	4622	4968
Category C (Head)	3225	3465	3725
Advisor (12th Grade)	1427	1535	1650
Advisor (11th Grade)	1142	1225	1317
Advisor (9th/10th Grade)	856	919	989
A-V Director	1142	1225	1317
Band Director	4563	4903	5271
Assistant Band Director	3422	3676	3952
Band – Front Coordinator	1427	1535	1650
Assistant Band Front Coordinator	1142	1225	1317
Band – Line Coach	1427	1535	1650
Indoor Band Coach	1427	1535	1650
Choir Director	1708	1839	1975
Orchestra	1708	1839	1975
Clubs	801	859	926
Department Chair (BASE)	518	556	599
1-10	207	225	240
10+	129	141	152
Drama Director	2280	2448	2634
Drama: Music/Orchestra	2280	2448	2634
Drama: Stage Craft	1427	1535	1650
Newspaper Advisor	2849	3064	3294
Pool Manager	2849	3064	3294
School Store Manager	1142	1226	1317
Student Council Advisor	1142	1226	1317
Yearbook Advisor	2849	3064	3294
Technology Coordinator	1672	1772	1895

EXTRA PAY FOR EXTRA RESPONSIBILITY
September 1, 2004- August 31, 2005

MIDDLE SCHOOL	I 0 Years	II 1-2 Years	III 3+ Years
A-V Director	1142	1226	1317
Orchestra	1142	1226	1317
Clubs	856	919	989
Drama	856	919	989
Department Chair (BASE)	518	557	599
	129	134	152
Intramural Director	2370	2888	3105
Newspaper	1142	1226	1317
Student Council Advisor	1142	1226	1317
Yearbook Advisor	1142	1226	1317
Technology Coordinator	1672	1783	1895
ELEMENTARY SCHOOL			
Team Leader (One for each)	518	557	599
	129	141	152
Team Leader (Math, Reading, Science &	518	557	599
Social Studies)	313	336	361
Newsletter	518	557	599
Yearbook	518	557	599
Technology Coordinator	1672	1783	1895
DISTRICT LEVEL			
District Chair	5703	6130	6588
RESIDENT ADVISOR (Special Schools)			
Resident Advisor (HEAD)	2593	2758	2964

APPENDIX E

EXTRA PAY FOR EXTRA RESPONSIBILITY

September 1, 2005 - August 31, 2006

HIGH SCHOOL	I 0 Years	II 1-2 Years	III 3+ Years
Athletic Director	5482	5894	6334
Assistant Athletic Director	3836	4124	4430
Category A (Head)	4932	5304	5697
Category B (Head)	4387	4714	5068
Category C (Head)	3290	3534	3800
Advisor (12th Grade)	1455	1566	1684
Advisor (11th Grade)	1165	1249	1344
Advisor (9th/10th Grade)	873	938	1008
A-V Director	1165	1249	1344
Band Director	4654	5001	5376
Assistant Band Director	3490	3750	4031
Band – Front Coordinator	1455	1566	1684
Assistant Band Front Coordinator	1165	1249	1344
Band – Line Coach	1455	1566	1684
Indoor Band Coach	1455	1566	1684
Choir Director	1742	1875	2015
Orchestra	1742	1875	2015
Clubs	817	877	944
Department Chair (BASE)	528	567	611
1-10	211	229	244
10+	132	144	155
Drama Director	2325	2497	2687
Drama: Music/Orchestra	2325	2497	2687
Drama: Stage Craft	1455	1566	1684
Newspaper Advisor	2906	3125	3360
Pool Manager	2906	3125	3360
School Store Manager	1165	1251	1344
Student Council Advisor	1165	1251	1344
Yearbook Advisor	2906	3125	3360
Technology Coordinator	1705	1808	1933

EXTRA PAY FOR EXTRA RESPONSIBILITY
September 1, 2005 - August 31, 2006

MIDDLE SCHOOL	I 0 Years	II 1-2 Years	III 3+ Years
A-V Director	1165	1251	1344
Orchestra	1165	1251	1344
Clubs	873	938	1008
Drama	873	938	1008
Department Chair (BASE)	528	568	611
	132	137	155
Intramural Director	2418	2946	3167
Newspaper	1165	1251	1344
Student Council Advisor	1165	1251	1344
Yearbook Advisor	1165	1251	1344
Technology Coordinator	1705	1819	1933
ELEMENTARY SCHOOL			
Team Leader (One for each)	528	568	611
	132	144	155
Team Leader (Math, Reading, Science &	528	568	611
Social Studies)	319	342	368
Newsletter	528	568	611
Yearbook	528	568	611
Technology Coordinator	1705	1819	1933
DISTRICT LEVEL			
District Chair	5817	6253	6720
RESIDENT ADVISOR (Special Schools)			
Resident Advisor (HEAD)	2645	2813	3023

APPENDIX E (1)

EXTRA PAY FOR EXTRA RESPONSIBILITY

September 1, 2006 - August 31, 2007

HIGH SCHOOL	I 0 Years	II 1-2 Years	III 3+ Years
Athletic Director	5592	6012	6461
Assistant Athletic Director	3913	4206	4519
Category A (Head)	5030	5411	5811
Category B (Head)	4475	4808	5169
Category C (Head)	3356	3605	3876
Advisor (12th Grade)	1484	1597	1717
Advisor (11th Grade)	1188	1274	1371
Advisor (9th/10th Grade)	891	956	1029
A-V Director	1188	1274	1371
Band Director	4747	5101	5484
Assistant Band Director	3560	3825	4112
Band – Front Coordinator	1484	1597	1717
Assistant Band Front Coordinator	1188	1274	1371
Band – Line Coach	1484	1597	1717
Indoor Band Coach	1484	1597	1717
Choir Director	1777	1913	2055
Orchestra	1777	1913	2055
Clubs	833	894	963
Department Chair (BASE)	539	578	623
1-10	215	234	249
10+	134	146	158
Drama Director	2372	2547	2740
Drama: Music/Orchestra	2372	2547	2740
Drama: Stage Craft	1484	1597	1717
Newspaper Advisor	2964	3187	3427
Pool Manager	2964	3187	3427
School Store Manager	1188	1276	1371
Student Council Advisor	1188	1276	1371
Yearbook Advisor	2964	3187	3427
Technology Coordinator	1739	1844	1972

EXTRA PAY FOR EXTRA RESPONSIBILITY
September 1, 2006 - August 31, 2007

MIDDLE SCHOOL	I 0 Years	II 1-2 Years	III 3+ Years
A-V Director	1188	1276	1371
Orchestra	1188	1276	1371
Clubs	891	956	1029
Drama	891	956	1029
Department Chair (BASE)	539	579	623
	134	140	158
Intramural Director	2466	3005	3230
Newspaper	1188	1276	1371
Student Council Advisor	1188	1276	1371
Yearbook Advisor	1188	1276	1371
Technology Coordinator	1739	1855	1972
ELEMENTARY SCHOOL			
Team Leader (One for each)	539	579	623
	134	146	158
Team Leader (Math, Reading, Science &	539	579	623
Social Studies)	326	349	376
Newsletter	539	579	623
Yearbook	539	579	623
Technology Coordinator	1739	1855	1972
DISTRICT LEVEL			
District Chair	5933	6378	6854
RESIDENT ADVISOR (Special Schools)			
Resident Advisor (HEAD)	2698	2870	3084

APPENDIX F
CHRISTINA SCHOOL DISTRICT
GRIEVANCE FORM - LEVEL I

(Must be submitted within fifteen (15) days of alleged violation)

Grievant: ______________________ Date of alleged violation: ______________________

Building: ______________________ Contract Article & Section violated: ______________

Assignment: ____

Description of grievance statement of adverse effect caused by this alleged violation:

____
____
____

Remedy sought:

____
____
____

Grievant's signature: ______________________ Date: ______________

* *

Date Received: ______________ Administrator/Designee's Signature: ______________________

Date & Time of Hearing, if any: ______________________

Principal/Supervisor's Decision:

____
____
____

Principal/Supervisor's Signature: ______________________
Date: ______________

GRIEVANCE APPEAL – LEVEL II
(Must be submitted within ten (10) days of date of previous decision)

Level I decision is appealed for the following reason:

____
____
____

Grievant's signature: ____ Date: ____________________

* *

Date Received: ______________ Administrator/Designee's Signature: ______________________________

Date & Time of Hearing: ____

Administrator's decision: ____

____

____

Administrator's Signature: ____________________________________ Date: ______________________

( ) Check if Grievant desires representation by the Association

Distribution: 1 copy sent to Association
1 copy sent to Human Resources Office
1 copy kept by Administrator answering grievance

APPENDIX G

CHRISTINA SCHOOL DISTRICT
DISPUTE PROCEDURE FORM – LEVEL I

(Must be submitted within five (5) days of informal discussion)

Employee: ______________________ Date of occurrence: ______________________

Building: ______________________

Assignment: ______________________

Brief description of dispute:

____

____

____

Resolution sought:

____

____

____

Employee signature: ______________________ Date: ______________

* *

Date Received: ______________ Immediate Supervisor/Designee's Signature: ______________

Date & Time of Meeting, if any: ______________________

Principal/Supervisor's Decision:

____

____

____

Principal/Supervisor's Signature: ______________________
Date: ______________

APPEAL – LEVEL II
(Must be submitted within ten (10) days of date of previous decision)

Level I decision is appealed for the following reason:

____

____

____

Employee signature: ____ Date: _________________________

* *

Date Received: ________________ Immediate Supervisor/Designee's Signature: ___________________________

Date & Time of Meeting: ____

Immediate Supervisor's Decision: ____

____

____

Immediate Supervisor's Signature: ____ Date: _________________

( ) Check if Employee desires representation by the Association

Distribution: 1 copy sent to Association if represented.
1 copy sent to Human Resources Office
1 copy kept by Administrator answering grievance

APPENDIX H

CHRISTINA SCHOOL DISTRICT
VOLUNTARY TRANSFER FORM

Print Name _____ Building _____

Present Grade Level _____ Present Subject Area _____

Current Certification _____ Seniority Date _____

A. Eligibility to apply for a transfer is stated in Article 14:4 of the Negotiated Agreement. Please refer to this Article.

B. There are specific certification requirements to teach math and science at the middle Schools. For additional information contact the Human Resources Office.

I am requesting a transfer to the following location listed below in my order of preference:

LOCATION:	CONTENT AREA/LEVEL:
_____	_____
_____	_____
_____	_____

_____ _____
Signature of Teacher Making Request Date

Attached to this form is my current license and certification information, as stated on my Delaware DEEDS records. I understand that this information is available to me at:
http://deeds.doe.state.de.us/

APPENDIX I

TEACHER PROFESSIONAL RECOGNITION

Many teachers give of their time and self to benefit the students in their building without regard for hour-by-hour compensation. To address these efforts, a recognition program is in effect. In accordance with Section 25:11 of this Agreement, teachers shall be compensated for work they provide that meets the following criteria:

- Is consistent with District mission and goals
- Contributes to positive public perception of the school/District
- Can be documented
- Directly relates to the school/District's educational programs
- Has direct influence on the education of our students
- Activities must take place beyond the regular school day
- Activities should deal with subject(s) being taught and/or have school-wide application
- Staff members' time is not already compensated
- Is generally a re-occurring activity or there are generally several activities

If you are uncertain as to the validity of an activity, check with the person to whom you directly report..

TEACHER PROFESSIONAL RECOGNITION

SAMPLE ACTIVITIES

CATEGORY	CATEGORY	CATEGORY	CATEGORY
Workshops	Overnight Field Trips	District Committee (meets regularly)	Long-Term Activity
Extra Open House	Workshops (with products	Test Coordinator	START (off-work hours)
	Academic Club	School Improvement Plans	New Teacher Mentor (not already paid)
Community Days	Any other type of club that is not compensated through EPER	School Committees	
PR Events		Stipend Manager	
Displays			

APPENDIX J

USE OF FORCE

DEFENSES TO CRIMINAL LIABILITY (Title 11, Chapter 4, Sub-Section 468)

Justification; use of force by persons with special responsibility for care, discipline, or safety of others.

The use of force upon or toward the person of another is justifiable if:

1. The defendant is the parent, guardian, or other person similarly responsible for the general care and supervision of a minor, or a person acting at the request of a parent, guardian, or other responsible person and:

    (a) The force is used for the purpose of safeguarding or promoting the welfare of the minor, including the prevention or punishment of his misconduct; and

    (b) The force used is not designed to cause or known to create a substantial risk of causing death, serious physical injury, disfigurement, extreme pain or mental distress, or gross degradation; or

2. The defendant is a teacher or a person otherwise entrusted with the care or supervision of a minor for a special purpose and:

    (a) The defendant believes that the force used is necessary to further the special purpose, including the maintenance of reasonable discipline in a school, class, or other group, and that the use of the force is consistent with the welfare of the minor; and

    (b) The degree of force, if it has been used by the parent or guardian of the minor, would be justifiable under subdivision (1) b. of this section; or

3. The defendant is the guardian or other person similarly responsible for the general care and supervision of an incompetent person, and:

    (a) The force is used for the purpose of safeguarding or promoting the welfare of the incompetent person, including the prevention of his misconduct, or, when such incompetent person is in a hospital or other institution for his care and custody, for the maintenance of reasonable discipline in such institution; and

    (b) The force used is not designed to cause or known to create a substantial risk of causing death, serious bodily harm, disfigurement, extreme or unnecessary pain, mental distress, or humiliation; or

4. The defendant is a doctor or other therapist or a person assisting him at his direction and:

   (a) The force is used for the purpose of administering a recognized form of treatment which the defendant believes to be adapted to promoting the physical or mental health of the patient; and

   (b) The treatment is administered with the consent of the patient or, if the patient is a minor or an incompetent person, with the consent of his parent, guardian, or other person legally competent to consent in his behalf, or the treatment is administered in an emergency when the defendant believes that no one competent to consent can be consulted and that a reasonable person, wishing to safeguard the welfare of the patient, would consent; or

5. The defendant is a warden or other authorized official of a correctional institution, and:

   (a) He believes that the force used is necessary for the purpose of enforcing the lawful rules or procedures of the institution; and

   (b) The nature or degree of force used is not forbidden by any statute governing the administration of the institution; and

   (c) If deadly force is used, its use is otherwise justifiable under this Criminal Code; or

6. The defendant is a person responsible for the safety of a vessel or an aircraft or a person acting at his direction, and:

   (a) He believes that the force used is necessary to prevent interference with the operation of the vessel or aircraft or obstruction of the execution of a lawful order; and

   (b) If deadly force is used, its use is otherwise justifiable under this Criminal Code; or

7. The defendant is a person who is authorized or required by law to maintain order or decorum in a vehicle, train, or other carrier or in a place where others are assembled, and:

   (a) He believes that the force used is necessary for such purpose; and

   (b) The force used is not designed to cause or known to create a substantial risk of causing death, physical injury, or extreme mental distress.

APPENDIX K

LEAVES OF ABSENCE

MATERNITY LEAVE

In accordance with Delaware Code, Title 14, §1333, Paid leave for birth of child or adoption of a child:

For childcare purposes, a full-time or part-time employee of a reorganized school district shall be entitled to utilize accumulated sick leave upon the birth of a child of the employee or the employee's spouse, or upon the adoption by the employee of a pre-kindergarten age child for maternity leave.

MILITARY LEAVE (Title 14, Chapter 13, Sub-Section 1327)

A. If a regularly appointed and employed principal, teacher, or other employee of a school district is called to the service of or voluntarily entered the Armed Forces of the United States of America or the National Guard of this State when in continuous active service, the school board shall grant to such principal, teacher, or other employee, a leave of absence which shall cover the period of military service, not to exceed three years, or until the term of service to which he or she has been called is terminated and upon the completion of the leave of absence reinstate such principal, teacher, or other employee in the position which he or she held at the time that the leave of absence was granted. The contract with such principal, teacher, or other employee shall continue in force under the same conditions as if the principal, teacher, or other employee has been in the continuous service of the Board during the period of the leave of absence; provided such regularly appointed employed principal, teacher, or other employee has received a certificate of satisfactory completion of military service.

B. The person who may be appointed to replace the principal, teacher, or other employee shall be appointed only for the period covered by the leave of absence.

SICK LEAVE AND ABSENCES FOR OTHER REASONS (Title 14, Chapter 13, Sub-section 1318)

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

B. In the case of a death in the immediate family of the employee there shall be no reduction of salary of said employee for an absence not to exceed five (5) working days. Members of the immediate family shall be defined 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 or her home. This absence shall be in addition to other leaves granted the employee.

C. In the case of a serious illness of a member of the employee's immediate family, as described above that requires the employee's personal attention, an employee may use accrued sick leave. An employee needing sick leave under the provisions of this section shall inform his/her immediate supervisor of the fact and reason in advance, when possible, or otherwise before the expiration of the first hour of absence or as soon thereafter as practicable; failure to do so may be cause for denial of pay for the period of absence. Before approving pay for sick leave, the supervisor may at his/her discretion require either a doctor's certificate or a written statement signed by the employee setting forth the reason for the absence. In the case of an absence of more than five (5) consecutive days, a doctor's certificate is required as a condition of approval. The days so lost are to be counted in the sick leave of the employee.

D. In case of the death of a near relative there shall be no deduction in the salary of the employee for absence on the day of the funeral. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law. This absence shall be in addition to other leaves granted the employee.

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

F. An employee may be absent without loss of pay no more than three (3) days per fiscal year for personal reasons of the employee. Such absences shall be included in the sick leave of the employee. Such absences must be approved by the chief school officers.

RECORDS OF ABSENCES; PROOF (Title 14, Chapter 13, Sub-Section 1319)

Each employing Board shall keep an accurate record of the absences from duty and reasons therefore of all employees for whatsoever reasons and may require a statement from the employee when absent because of illness to the effect that he or she was unable to perform his or her duties during the period of absence. The Board may request a physician's certificate if in its judgment this is necessary.

SELECTION OF EMPLOYEE TO PUBLIC OFFICE; LEAVE Title 29, Chapter 51, Sub-Section 5110)

In the event any employee of this State, including any employee of the public schools, is elected to any public office provided for by the Constitution of the State or the Delaware Code, such employee shall be granted such leave of absence without pay as is reasonable and necessary to perform his duties in such office. Upon the completion of such leave the employee shall be reinstated in the position which he held at the time such leave of absence was granted.

APPENDIX L

DEVELOPMENT OF INSTRUCTIONAL MATERIALS

Personnel employed by the Christina School District (the "District") may have occasion to develop computer programs and other curriculum materials which have commercial value (hereinafter "materials). These activities may involve use of District resources, including computer equipment and software (hereinafter "facilities") and may be supported by District funds or funds provided by outside sponsors.

The Federal Copyright Act provides that, in the case of a "work made for hire," the originator's employer is the "author" of the work and is entitled to copyright the work unless the parties have expressly agreed otherwise. A "work made for hire" is defined by the Act as "a work prepared by an employee within the scope of his or her employment."

It is the purpose of this policy to establish the respective rights and obligations of the District and District personnel related to the development of copyrightable materials and administrative procedures for carrying out this policy.

.1 Administrative Responsibility

The administration of this policy is the responsibility of the Director of Instruction who shall not depart from this policy without the Board's consent.

.2 General Principles

A District employee who develops materials which may be copyrightable is required to cooperate with the District in defining and establishing rights under the Federal Copyright Act, this obligation extends to any materials, whether or not made on District time and whether or not District facilities were used. An employee shall not use District facilities for the purpose of developing materials unless the employee has the prior written approval of the Director of Instruction. When materials have been generated, with or without the use of District facilities, the originator shall promptly provide the Director of Instruction with a statement describing the circumstances under which the materials were produced, with particular attention to:

a. Identifying the sponsor, if any, of the project;

b. Stating whether the activity resulting in development of the materials is within the originator's normal activities and responsibilities as a District employee;

c. Indicating the extent to which equipment or physical facilities provided by the District were used in producing the materials;

d. Indicating whether the materials were developed under terms of a consulting agreement; and

e. Noting the existence of any agreement between the originator and the District with respect to the materials.

If it is determined by the Director of Instruction that the District has rights to the materials, the originator agrees to provide the District with an unconditional license to use the materials. Such a license shall be provided at no cost to the District apart from the consideration of the originator's employment. Such a license shall be in a form acceptable to the District. Materials developed by District personnel under terms of consulting agreements fall within the provisions of this Section. District personnel may not use District facilities for work related to consulting agreements without the prior written approval of the Director of Instruction. It is the responsibility of District personnel to advise potential consultation clients of their District obligations prior to entering into consulting agreements.

.3 Rights and Obligations of District Personnel with Respect to Certain Instructional Materials

a. Work Conducted Independently by District Personnel

Materials resulting from work conducted wholly at the expense of the individual, without use of District facilities, equipment, or materials, and outside the scope of the individual's normal field of District activities and employment responsibilities, are the property of the individual. In all such cases the Director of Instruction shall agree, in writing, that the materials belong to the originator to dispose of as he/she sees fit.

b. Work Financed Wholly or in Part by Government Funds

The District may be obligated to report to the appropriate government agency with respect to all materials derived from work which has had any financial support from the Government of the United States. The Government may determine that:

1) The public interest requires that the materials be disclosed in the open literature; or

2) The Government shall have exclusive rights to the materials; or

3) The materials shall be released to the District, in which event the District shall release the materials to the originator subject to the originator's agreement to provide the District with a license to use the materials (see Section .2).

Irrespective of which of these alternatives is selected by the Government, the Government usually retains rights to a royalty-free, non-exclusive, irrevocable license throughout the world under any copyright which may be issued on the materials, or to free use of the materials for Government purposes. Any rights to the materials granted by the District are subject to such retained Government rights. If the District releases the materials to the originator, the release shall specify that the originator agrees to convey to the District such rights as the District may need in order to fulfill its obligation to the Government.

c. Work Financed Wholly or in Part by Industrial, Philanthropic, or Other Organizations, or by Individuals Under Contracts or Written Agreements with the District

Rights with respect to materials in this category are governed by the terms of the individual agreements.

.4 Arbitration of Dispute

In the event the District and the originator cannot agree with respect to any of their respective rights or obligations under this policy, such dispute shall be submitted to arbitration. An arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. The costs for the services of the arbitrator, including per diem expenses, travel expenses, subsistence expenses, and the cost of the hearing room shall be borne equally by the District and the originator.

.5 Additional Provisions

a. The originator agrees not to use the District, or the District's name, in the use of such materials without prior written approval by the District. The District has the right to have its name included if it so desires.

b. The originator agrees to execute all documents including license of the materials to the District.

c. It is the originator's responsibility to provide the Director of Instruction with a mailing address.

d. The originator warrants that all materials he/she develops are the original work of the originator and free from infringement of existing copyright. If the originator incorporates copyrighted materials in such materials, he/she shall provide proof of release from copyright holder prior to their inclusion. Further, the originator agrees to take no action or enter into any agreements or arrangements under which any other person or organization may develop rights in such materials without the prior written approval of the Director of Instruction.

APPENDIX M

TITLE 14, SUB-SECTION 4112

DISCIPLINE POWERS AND RESPONSIBILITIES OF SUPERINTENDENTS

(b) Complaints

In any instance where a school employee reports to the superintendent any assault or offensive touching (as prohibited in Title 11, DELAWARE CODE, Sub-Section 601, 611-613) against such employee by a pupil, the superintendent or designee, after verifying the identity of the pupil involved and the probable cause to believe that a criminal charge is appropriate, without unreasonable delay after the incident being reported, shall file such appropriate charge against such pupil. The superintendent or designee shall also file a report of such incident with the State Department of Public Instruction. The obligations of the superintendent as set forth in this sub-section are mandatory and are not discretionary.

APPENDIX N

PHILOSOPHY OF SHARED DECISION MAKING/RESTRUCTURING

- We have a philosophy of restructuring in which... each child is the central purpose of the restructuring process... each child can learn and deserves to be taught... EXCELLENCE in teaching and learning is our primary concern... equal access to QUALITY EDUCATION is given to every child without regard to race, religion, gender, or family background... all multicultural differences are cherished and all are accountable for results, student learning, and development.

- We have a philosophy of restructuring in which... the restructuring in our District will meet the challenges of the future, through INNOVATION and CHANGE, for each child and build upon the staff successes of the past... various teaching and learning styles are utilized... schools are environments where students meet daily success.

- We have a philosophy of restructuring in which... EMPOWERMENT comes to all from shared ideas and COLLABORATIVE DECISION MAKING... trust is promoted... fairness is a practiced belief... support is given to risk taking... challenges to existing assumptions are encouraged... growth is encouraged... the whole individual is acknowledged and nurtured.

- We have a philosophy of restructuring in which... collaboration involves the School District, the School Board, parents, students, staff, community and civic agencies working together to improve education for children... we all have the responsibility to build CONSENSUS of support for the restructuring process.

SHARED DECISION MAKING/RESTRUCTURING MISSION

To create and implement a process of change that remodels our educational system in terms of its structure, curriculum, systems, and processes so that all of our students develop the essential skills for lifelong learning in their chosen work and the ever changing society.

To accomplish this Mission we place high value on:

- Creating stakeholders and cooperating partners of Board, administrators, teachers, staff, students, parents, the community, and business.

- Ongoing alignment in common purpose and direction, from Board to classroom, and across feeder patterns.

- Empowerment at all levels, in particular decentralization to sites in terms of resource management, accountability, and authority.

- The use of planning, implementation, and evaluation teams as agents of change.

- Risk taking for new initiatives.

- Student achievement; each student realizing their individual potential.

APPENDIX O

STATE OF DELAWARE ACCEPTABLE USE POLICY

I. PURPOSE

The purpose of the State Information Transport Network (SITN) is to provide a vehicle that will enable digital communications to occur across interstate and intrastate boundaries within the framework of the State of Delaware's oversight and control. In support of this function, the Office of Telecommunications Management, in accordance with the Delaware Code Annotated, Title 29, Section 6353, is responsible for administering policies and procedures pertaining to the use of communications facilities and services by state government and to ensure compliance with these policies as well as other applicable laws and regulations. The development and publication of such policies will provide the foundation for assuring that abuse of the State" communications network does not occur.

Use of SITN must be consistent with the goals of facilitating and disseminating knowledge, encouraging collaborative projects and resource sharing, aiding technological transfer to State of Delaware businesses, fostering innovation and competitiveness within Delaware, and building broader infrastructure in support of the performance of professional, work-related activities.

Use of the State Information Transport Network is subject to the policies and guidelines found within this document. Violations or abuse of what is considered to be *acceptable use* will be subject to appropriate penalties depending upon the severity of the transgression from policy abuse.

The intent of this policy is to clarify certain uses which are consistent with the purposes of the State Information Transport Network, not to exhaust all such possible uses. The primary concern being addressed by this policy is use of the state communications network, not the use of the localized stand-alone workstation. Acceptable use of the stand-alone workstation is the responsibility of the individual agency/school district.

OTM may, at any time, make determinations that particular uses are or are not consistent with the purposes of the SITN. Should such determinations modify, in any way, the content of this policy, an updated policy reflecting such changes will be provided to all Cabinet Secretaries, Division Directors, School Superintendents, Principals and Education Technology Coordinators. Revision dates will appear on all such updates in an effort to eliminate any questions of currency. If a use is consistent with the purposes and intent of SITN, then activities in direct support of that use will be considered consistent with the purposes of the network. For example, administrative communications in support of acceptable activities will be permitted.

II. POLICY COMPLIANCE

This Acceptable Use Statement represents a set of guidelines to be followed when using the *State Information Transport Network.* This statement applies to all users of the Delaware statewide network, or any other networks which are used as a result of their SITN connection, such as INTERNET. Compliance with this policy and the Acceptable Use policies of any other networks accessed through SITN connection, is also subject to enforcement by the "owner" of that network. (i.e., abuse occurring on a network outside of the geographical boundaries of the State of Delaware will be considered a violation of the Delaware *State Information Transport Network Acceptable Use Policy* as well as a violation of other applicable Local, State or Federal policies, if access to that network was acquired via the SITN connection.) Should a violation or policy abuse occur, the individual who deliberately and with full knowledge, committed the said violation shall be personally liable for his/her actions.

III. ACCEPTABLE USES

(1) To provide and facilitate communication with other state agencies and business partners of state agencies.

(2) To communicate and exchange professional development to maintain or to debate issues in a field or subfield of knowledge.

(3) To use for professional society, university association, government advisory, or standards activities related to the user's professional/vocational discipline.

(4) To use in applying for or administering grants or contracts for work-related applications.

(5) To use any other administrative communications or activities in direct support of work-related functions.

(6) To announce products or services for use within the scope of work-related applications, but not for commercial advertising of any kind.

PRINCIPLES OF ETHICS

(1) To respect the privacy of other users; for example, users shall not intentionally seek information on, obtain copies of, or modify files, other date, or passwords belonging to other users, or represent themselves as another user unless explicitly authorized to do so by that user.

(2) To respect the legal protection provided by copyright and licensing laws to programs and data.

(3) To respect the integrity of computing systems; for example, users shall not intentionally develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system.

IV. UNACCEPTABLE USES

(1) Illegal or malicious use is not acceptable. Use should be consistent with guiding ethical statements and accepted community standards. SITN may not be used in ways that violate applicable laws or regulations such as use of the network to transmit or solicit threatening, obscene, or harassing materials. Use of SITN and any attached network, LAN or WAN, in a manner that precludes or significantly hampers its use by others will be considered an actionable offense.

(2) Connections which create routing patterns that are inconsistent with the effective and shared use of the network shall not be established.

(3) Unsolicited commercial advertising is not acceptable. Advertising is permitted on some mailing lists and news groups if the mailing list or news group explicitly allows advertising. Announcements of products or services are acceptable.

(4) Use of the network for recreational games is not acceptable.

(5) Use for revenue generating activities, unless stated as a specifically acceptable use, is not acceptable.

(6) Use for private or personal business activities, as defined in a commercial sense such as the buying and selling of commodities or services with a profit motive, is not acceptable.

(7) It is not acceptable to use the SITN to solicit information with the intent of using such information to cause personal harm or bodily injury.

(8) It is not acceptable to use SITN so as to interfere with or disrupt network users, services, or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer worms or viruses, and use of the network to make unauthorized entry to any other machine accessible via the network.

(9) It is assumed that information and resources available via SITN are private to those individuals and organizations which own or hold rights to those resources and information, unless specifically stated otherwise by the owners or holders of the rights. It is therefore not acceptable for any individual to use SITN to access information or resources unless permission to do so has been granted by the owners or holders of rights to those resources and information.

V. REMEDIAL ACTION

When OTM learns of possible inappropriate use, OTM staff will immediately notify the agency or affiliate responsible, which must take immediate remedial action and inform OTM of its action.

In an emergency, in order to prevent further possible unauthorized activity, OTM may temporarily disconnect that agency or affiliate from the SITN. If this is deemed necessary by OTM staff, every effort will be made to

inform the agency or affiliate prior to disconnection, and every effort will be made to reestablish the connection as soon as it is mutually agreed upon.

Any determination of non-acceptable usage serious enough to require disconnection will be promptly communicated to the Cabinet Secretary Level by the Director of the Office of Telecommunications Management.

Unauthorized activity or not-acceptable usage determined by the agency/school district level may be subject to remedial action being taken in accordance with the acceptable use policy of that agency/school district as well as those actions outlined above. The remedial action outlined in agency/school district policies may differ from the remedial action as outlined in this policy.

This policy represents a guide to the acceptable use of SITN. OTM provides access to state, national and international resources to its clients through connections with networks outside of Delaware. In general, it is the responsibility of those networks to enforce their own acceptable use policies. OTM will make every attempt to inform its clients of any restrictions on use of networks to which it is directly connected, as such information is made available by the network provider.

OTM accepts no responsibility for traffic which violates the acceptable use policy of any directly or indirectly connected networks beyond informing the client that they are in violation if the connected network so informs OTM.

OTM will review violations of our Acceptable User Policy on a case by case basis. Clear violations which are not promptly remedied by the client organization may result in termination of SITN services and/or investigation by the Attorney General's office.

If, in the judgement of the Office of Information Services/Office of Telecommunications Management, it is believed that criminal activity is taking place within the network infrastructure, OTM will notify the proper authorities and will assist in any investigation and/or prosecution of any offense by documenting such illegal use.

NETWORK ACCEPTABLE USE POLICY

ACKNOWLEDGEMENT STATEMENT

This is to certify that I have read and agree to abide by the guidelines set forth within the *State Information Transport Network Acceptable Use Policy*. As an employee/business partner/student of the State of Delaware I fully intend to comply with this policy realizing that I am personally liable for intentional misuse or abuse of the State's Information Transport Network.

Signature: _____

Agency/Company/School _____

Date: _____

CHRISTINA SCHOOL DISTRICT INTERNET AND "E-MAIL" RULES

There is not cost to students to use Internet or e-mail. Students may gain access to the system by presenting a copy of the permission slip at the bottom of the page to the Library Media Specialist in their school.

The Internet is provided for students to conduct research and communicate with others. Access to the network is given to students who agree to act in a considerate manner and follow the Christina Code of Conduct when using the system.

Network storage areas will be treated like student lockers. Network administrators may review files and communications to maintain systems integrity and insure that users are using the system responsibly. Within reason, freedom of speech and access to information will be honored.

Unacceptable uses

- Sending or displaying offensive messages or pictures
- Using obscene language
- Harassing, insulting or attacking others
- Damaging computers, computer systems or computer networks
- Violating copyright laws
- Using other's password
- Trespassing in another's folder, work or files
- Employing the network for commercial purposes

Violations may result in a loss of access as well as other disciplinary or legal action.

CHRISTINA SCHOOL DISTRICT INTERNET/E-MAIL USER AGREEMENT AND PARENT PERMISSION FORM

As a user of the Christina School District computer network, I hereby agree to comply with the stated rules communicating over the network in a reliable fashion while honoring all relevant laws and restrictions.

Name _____ Date _____

As the parent or legal guardian of the student signing above, I grant permission for my son/daughter to access networked computer services such as electronic mail and the Internet. I understand that individuals and families may be held liable for violations. I understand that some materials on the Internet may be objectionable, but I accept responsibility for guidance of Internet use – setting and conveying standards for my daughter/son to follow when selecting, sharing or exploring information and media.

Parent Signature _____ Home Telephone _____ Date _____

Street Address _____

Name of Student _____ Birth Date _____ Home Telephone _____

School _____ Grade _____

CHRISTINA SCHOOL DISTRICT

Permission Form Procedures for the Use of Internet and Electronic Mail (e-mail)

The Christina School District is pleased to offer its students access to the District Internet and electronic mail computer system. The Internet is a collection of more than 10,000 interconnected computer networks around the world that make it possible to share information. Currently, there are more than 15 million users of this busy network.

Access to e-mail and the Internet will enable students to explore thousands of libraries and data bases. To assures that you are aware of, and approve the use of the Internet in school by your daughter/son, access will be limited to students with parent or guardian permission. Please review and complete the user agreement and parent permission form and return it to the media specialist at your school. FAMILIES SHOULD BE WARNED THAT SOME MATERIALS ACCESIBLE VIA THE INTERNET MAY CONTAIN ITEMS THAT ARE ILLEGAL, DEFAMATORY, INACCURATE OR POTENTIALLY OFFENSIVE TO SOME PEOPLE. HOWEVER, WE BELIEVE THAT, WITH ADULT GUIDANCE, THE BENEFITS TO STUDENTS TO RESEARCH INFORMTAION WITH ADULT GUIDANCE WILL EXCEED ANY DISADVANTAGE. On the Internet, the District will create some fire walls or restricted areas where students will not be allowed to enter.

The Internet can be used to enrich classroom activities through:

Classroom Exchange Projects

Pen Pal Exchanges
Scientific Data Collection
Social Awareness Exchanges
International Cultural Exchanges
Conversations with Experts
Story-Writing Exchanges
Scientific Research
National Cultural Exchanges
Newspaper Creating Projects
Mathematics Projects

Service and Databases

Encyclopedias
News Retrieval Services
Weather Information
ERIC & Other Educational Databases
Scientific Databases
Social Studies Databases
Sports Information
Historical Information
Business Information Services
Books in Print
Movie Review Services
Congressional Information Services