

SMYRNA SCHOOL DISTRICT BOARD OF EDUCATION

and

SMYRNA EDUCATORS ASSOCIATION, INC.

July 1, 2024 – June 30, 2027

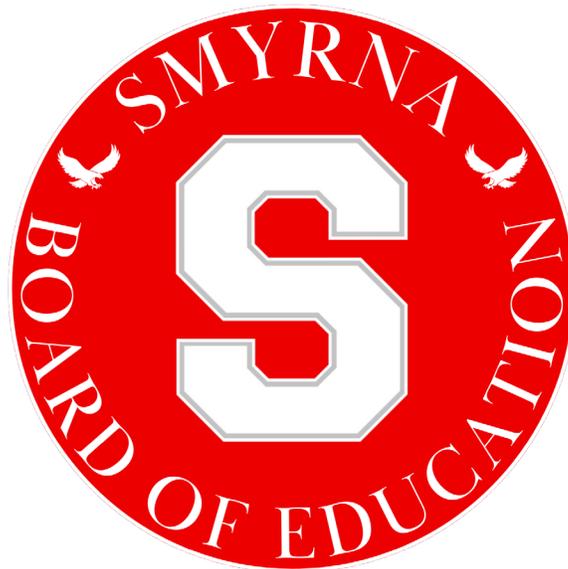


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PREAMBLE

This agreement entered into this 15th day of January, 2025, by and between the Board of Education of the Smyrna School District, Smyrna, Delaware, (the “Board”) and the Smyrna Educators Association, Inc., (the “Association”).

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 40, Title 14, Delaware Code and pursuant to Chapter 13, Title 19, Delaware Code, to negotiate with the Association as to matters concerning or related to wages, salaries, hours, grievance procedures and working conditions; provided, however, that the terms and conditions of employment shall not include those matters determined by Chapter 40, Title 14, or any other law of the State, to be within the exclusive prerogative of the Board.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, it is agreed as follows:

ARTICLE ONE

RECOGNITION

- 1.1.1 The Board recognizes the Association as the exclusive negotiating representative of the certificated non-administrative employees, as well as paraprofessional employees, administrative assistants, employees and not including substitutes, of the District, in all matters specified in Chapter 40, Title 14, Delaware Code, unless another provision of the Delaware Code supersedes this section.
- 1.1.2 The Board further recognizes the Association as the exclusive negotiating representative of the custodial and maintenance employees, of the District, in all matters specified in Chapter 13, Title 19, Delaware Code, unless another provision of the Delaware Code supersedes this section.
- 1.2 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 1.3 Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.
- 1.4 Definitions
 - 1.4.1 “Board” as used in this Agreement shall mean the Smyrna Board of Education.

- 1.4.2 “Teacher” as used in this Agreement shall mean any certificated non-administrative employee not including substitutes, and reference to employees shall be deemed to include both the male and female and both singular and plural. Content specialists shall be included in this category and shall not be considered supervisory.
- 1.4.3 “Custodian” as used in this Agreement shall include all custodial and maintenance employees in the bargaining unit established by the Department of Labor by certificate dated February 20, 1986, as amended by certificate dated August 3, 1989 in case # 164(a). References to employees shall be deemed to include both the male and female and both singular and plural.
- 1.4.4 “Paraprofessional” as used in this Agreement shall include all paraprofessionals in the bargaining unit established by the Department of Labor by certificate dated December 15, 1987, as amended by certificates dated June 7, 1989 in case # 180(a) and June 7, 1989 in case # 180(b). References to employees shall be deemed to include both the male and female and both singular and plural.
- 1.4.5 “Administrative Assistant” as used in this Agreement shall include all secretaries in the bargaining unit established by the Department of Labor by certificate dated December 15, 1987, as amended by certificates dated June 7, 1989 in case # 180(a) and June 7, 1989 in case # 180(b). References to employees shall be deemed to include both the male and female and both singular and plural. References to Administrative Assistant in this Agreement does not impact any employee’s salary, transfer rights, or seniority, layoff and recall rights.
- 1.4.6 “Employee” as used in the Agreement shall include all employees covered by its provisions.
- 1.4.7 “Association” as used in this Agreement shall mean the Smyrna Educators Association, Inc.
- 1.4.8 “District” as used in this Agreement shall mean the Smyrna School District.
- 1.4.9 “School days” as used in this Agreement shall mean those days on which employees are scheduled to report for work according to the official District calendar.
- 1.4.10 All references to Superintendent, principal, immediate supervisor, administrator, or Association President shall include the designee, if any, of such an individual. Administrative designees shall not include members of the bargaining unit covered by this Agreement.

ARTICLE TWO

NEGOTIATION OF AGREEMENT

- 2.1 This Agreement incorporates the entire understanding of the parties upon 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 except as follows: If action is taken by the Department of Education, State Board of Education, or any state or federal legislation that would impact or affect any part of this Agreement, parties agree to meet and seek to negotiate a replacement provision, if applicable.

- 2.2 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.
- 2.3 Negotiations over a successor Agreement shall begin no earlier than January 15, 2027, unless the parties mutually agree to another date, and such negotiations shall be conducted in accordance with Chapter 40 or Title 14 of the Delaware Code.

ARTICLE THREE

UNDERSTANDINGS OF THE PARTIES

- 3.1 The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, color, religion, national origin, gender, age, or disability. The Association and the District shall share equal responsibility for applying this provision of the Agreement.
- 3.2 Nothing in this Agreement which changes existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.
- 3.3 The contract will be available electronically through the District intranets and on the Smyrna School District website.
- 3.4 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on such date, will continue to be applicable during the term of this Agreement unless changed by mutual consent of the Board and the Association.
- 3.5 This Agreement constitutes Board and Association policy for the term of said Agreement, and the Board and Association shall carry out the commitments contained herein and give them full force and effect as Board and Association policy.
- 3.6 The Board agrees that the employees will have the opportunity to participate in the development of Federal and State projects.
- 3.7 All conditions and benefits of employment shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed, and this Agreement will

not be applied or interpreted so as to deprive employees of advantages heretofore enjoyed unless otherwise provided in this Agreement.

- 3.8 The Association shall indemnify and hold the District, the Board, its members, employees and agents harmless against any and all complaints, claims, demands, suits, judgments, fines and other forms of liability or expense 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.

ARTICLE FOUR

GRIEVANCE RESOLUTION PROCEDURE

4.1 Definitions

- 4.1.1 “Grievance” is a written claim by a grievant that the terms of this Agreement have been violated, misinterpreted or misapplied.
- 4.1.2 “Days” as used in this procedure shall refer to work days. For 10-month employees, when a grievance is submitted after June 1 but before the start of the next school year in which event the “days” shall be defined as those days the District offices are open to conduct business.
- 4.1.3 “Grievant” as used in this Agreement is the person(s) or Association who files a grievance as provided for under this Agreement.
- 4.1.4 “Immediate Supervisor” shall refer to building principal [and, in the case of custodians, the Chief Custodian or the Shift Supervisor] except in those situations where the person responsible for the employee’s work performance is a different person in the supervisory chain of command.
- 4.1.5 “Time Limits” - A grievance to be considered to have been asserted in a timely fashion must have been brought to the attention of the immediate supervisor or the Superintendent (in the case of the Association’s grievance) within 10 days from the time when the employee or Association knew or should have reasonably known of the occurrence of the situation which is the subject of the grievance. The number of days provided at each level within which to provide a hearing and a decision is a maximum and every reasonable effort should be made to expedite the process. Time limits may, however, be extended by mutual written agreement.

4.2 Representation

- 4.2.1 A grievant can be represented at all stages of the grievance process by himself/herself, his/her designee, or by an Association representative selected by the Association.
- 4.2.2 If the grievant chooses to proceed without Association representation, or elects to proceed through representation by a party other than the Association, the Association shall be

notified of the place and time of the hearing and shall have a right to be present and to state its views at all levels of this procedure. Provided, however, that the Association shall not have the right to present and state its views if the grievance involves matters of personal, embarrassing and confidential nature, and the grievant specifically requests, in writing, that the Association not be present.

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

4.3 Association's Grievances

- 4.3.1 If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such a grievance, in writing, to the Superintendent directly. Such a grievance must be submitted to the Superintendent within the time limits designated in 4.1.5, and the processing of such a grievance shall begin at Level Two. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one supervisor and grievances involving the administrator above the building level can be filed by the Association at Level Two.

- 4.3.2 All employees in the group or class that will be affected by the grievance filed by the Association shall be bound by any resolution which is accepted by the Association.

- 4.3.3 The Association may continue to pursue, including submission to arbitration, grievances filed, but later dropped by a grievant.

4.4 Failure to Communicate Timely Decision or Pursue Timely Appeal

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

4.5 Discussion with Supervisor

An employee with a grievance is encouraged to attempt to resolve the grievance by informally discussing the matter with the employee's immediate supervisor. There is no need to put the grievance in writing nor is there a requirement for a written answer.

4.6 Level One

- 4.6.1 The employee shall set forth the grievance in writing on a form which shall be available through the District office, Association office, and each school office. The written

grievance must be filed with the employee's immediate supervisor within the time limits set forth in 4.1.5. The form shall be available on the District website as a fillable document.

4.6.2 The building principal or Supervisor of Maintenance and Custodians shall provide a hearing within 5 days after receipt of the grievance.

4.6.3 The building principal or Supervisor of Maintenance and Custodians shall provide the decision in writing to the grievant within 5 days after the conclusion of the Level One hearing.

4.7 Level Two

4.7.1 If the response at Level One is not acceptable, the grievant may, not later than 5 days after receipt of the written decision at Level One, appeal the matter to the Superintendent.

4.7.2 The Superintendent shall hear the grievance within 5 days after receiving the grievance.

4.7.3 The decision of the Superintendent shall be rendered within 5 days after conclusion of the meeting(s) on the matter. The decision shall be sent to the grievant.

4.8 Level Three

4.8.1 The decision of the Superintendent on all grievances shall finally determine the matter unless the Association submits an Arbitration Demand to the Public Employment Relations Board. Termination decisions shall not be submitted to arbitration. The Demand must be postmarked within 15 days after receiving the Superintendent's Level Two decision. The Demand must certify a copy of the Demand was sent to the Superintendent. 14 Del C. §4013(c) shall control the arbitration proceeding.

4.9 Miscellaneous

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

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

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

- 4.9.4 A copy of each such decision shall be sent to the Association at the time the decision is sent to the grievant.
- 4.9.5 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the employer until such grievance and any effect thereof shall have been fully determined.
- 4.9.6 Forms for filing grievances shall be prepared jointly by the employer and the Association. The Board shall reproduce the forms and distribute them to the Association so as to facilitate operation of the grievance procedure.
- 4.9.7 Hearings at any level of this procedure may be waived by mutual agreement of the parties. Time limits may be extended by mutual agreement.
- 4.9.8 No reprisals of any kind shall be taken by the District against any employee because of the employee's participation in the grievance procedure.
- 4.9.9 The Board will furnish the Association with records required in order to process any grievance. The parties will take all necessary steps to limit the disclosure and dissemination of confidential records.

ARTICLE FIVE

EMPLOYEE RIGHTS

- 5.1 Employees have the right to join any organization for their professional or economic improvement.
- 5.2 This Agreement shall not be construed to deny or restrict any rights an employee may have under Delaware law.
- 5.3 The Board and its designated representatives shall not discriminate against, interfere with, restrain, harass, nor coerce employees with regard to the right to: organize or join or participate in lawful Association activities, pursue any grievance or complaint under this Agreement, or participate in collective bargaining.
- 5.4 No employee shall be disciplined, reprimanded, reduced in pay, denied a professional advantage, or given an adverse evaluation except for just cause. Any such action shall be conducted with due regard for privacy.
- 5.5 An employee serving in an Extra Duty position shall not be removed during the year/season from the position without just cause. However, an employee serving in such a position does not have the right to automatically continue to serve in the position the following school year. If an employee will not be continuing in the Extra Duty Position, the employee will be notified in their Extra Duty Evaluation and that position will be posted.

- 5.6 Any notice from the District which advises an employee that he/she shall have no contact with any students or staff in the district (including, but not limited to, a notice placing an employee on administrative leave) will include an express written exception that the member may contact union representatives without limitation.
- 5.7 Where the District announces its intention to suspend an employee for disciplinary reasons and that suspension is not revoked through the grievance procedure up through the level of arbitration, the employee shall be suspended and an amount of pay equal to the employee's daily rate of pay times the number of days of the suspension shall be deducted from the employee's pay.
- 5.8 Disciplinary Meetings
- 5.8.1 When an employee is requested to participate in an interview or meeting (hereinafter referred to as a "meeting"), the employee shall be informed of the purpose of the meeting and if the employee reasonably believes the meeting will result in disciplinary action, the employee has the right to refuse to submit to the meeting without Association representation. However, such a meeting shall, in all events, take place within one working day of the time the employee is requested to participate in the meeting.
- 5.8.2 If an employee is required to appear before the Board or an agent of the Board, for the purpose of confronting the employee with allegations of misconduct, and the results of such a meeting could adversely affect the employee's continued employment or salary, the employee shall, at least 48 hours prior to the meeting, be given written notice and specific reasons for the meeting. Items not covered in such a written notice shall not be discussed in the meeting.
- 5.8.3 Association representation may be requested prior to or at any point during a meeting. If the employee requests representation, the employer shall, if needed, postpone the meeting for a reasonable period of time (no later than 2 working days) in order for the employee to secure representation.
- 5.8.4 The provisions of 5.8 shall not apply to work area conversation of a non-disciplinary nature, such as: providing instructions, training, or suggestions to improve work techniques. However, any such conversation shall take place with due regard to privacy.
- 5.9 Personal Freedom
- 5.9.1 The personal life of an employee shall be the concern of, and warrant the attention of the Board, only as it may discredit the District and the employee's professional status, and consequently such action prevents the employee from properly performing his/her assigned duties. Actions of a controversial nature may warrant administrative review.
- 5.9.2 No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such identification shall be in good taste and in keeping with the standards of the profession.

5.10 Nursing Services

5.10.1 Employees, exclusive of nurses, shall not be required to perform nursing duties except in an emergency. In such a case, a nurse or qualified medical person shall be brought on the scene as soon as possible and the employee who rendered nursing services shall be held harmless from liability by the District.

5.11 Inclement Weather

5.11.1 Notices to delay or cancel school opening shall be presented to media outlets, and the District automated call in system, as early as possible. With the exception of custodians and maintenance employees, when school start time is delayed for students, the start time for employees shall be adjusted by the amount of the delay. In the event that school is dismissed early, employees may leave school within a reasonable time after all students have left school.

5.11.2 When school is delayed, custodians and maintenance employees will report at the regular time, unless otherwise notified by the chief. On inclement weather days, custodians and maintenance employees will be informed by their chief as to when they should report. Once ice and snow removal has been completed, employees shall be permitted to leave without being charged leave time with administrative approval.

5.11.3 In each school year, the first declared snow day will be a PD day delivered remotely and asynchronously by the District to teachers and paras. These employees shall complete the PD within 10 days or take a personal day. Thereafter, any additional snow day shall be a virtual instruction day in which teachers shall have the option to provide live or asynchronous (curriculum-based and connected to current content) assignments. Employees may work virtual instruction days from their worksite if they so choose, with administrator approval. Employees will be notified via email by their building principal as to when the building is open for employee access.

5.12 Appropriate Dress

As part of the negotiations process, the parties agreed that it is important for employees to model appropriate dress in order to establish a professional environment in our schools that is conducive to learning and to promoting the expectation of good behavior. It was further agreed that should an employee wear what is considered by his administrator to be inappropriate attire, that he shall be so advised by the administrator. If the behavior persists, the Association will be approached to discuss appropriate dress with the employee.

ARTICLE SIX

RIGHTS OF THE PARTIES

6.1 Board Rights

- 6.1.1 The Board retains all power, rights, authority duties, and responsibilities vested in it by the laws and the Constitution of the State of Delaware, and of the United States, including, but without limiting the generality of the foregoing, the right to:
- a. manage and administer the District, its facilities and the work activities of its employees;
 - b. determine the educational policies of the District, including the selection of curriculum and the creation or discontinuation of programs;
 - c. hire employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment;
 - d. dismiss, demote, promote, place, transfer and assign employees; and
 - e. develop the appropriate and necessary processes and procedures for an annual recognition of a 'Smyrna School District ESP (Educational Support Professional) Employee of the Year' award.

6.2 Association Rights

- 6.2.1 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.
- 6.2.2 The Association shall have the right to use school buildings for activities after petitioning the Board in accordance with the policy of the Board. The Association shall bear the cost if additional staff is needed. The principal of each building in question shall be notified in advance of the time and place of all such activities.
- 6.2.3 The Association shall, in every building, be provided the exclusive use of bulletin board space designated by the principal 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. Such material must identify the individual(s) and/or organization responsible for the information contained therein.
- 6.2.4 Copies of current Board Policy and the Board minutes and agenda including attachments and supplements, with the exception of confidential information which is not a matter of

public record, shall be mailed to the officers of the Association as soon as they are made available to the Board.

- 6.2.5 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 shall pay for the repair or replacement of equipment damaged during such use as a result of misuse or abuse of such equipment, as opposed to breakdowns resulting from normal wear and tear.
- 6.2.6 Accredited representatives of the Local, State, and the 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 District's program. The Association representative shall, upon arrival at a building, check in with the principal of the building or other person in charge of the building.
- 6.2.7 Whenever any employee participates during the regular school day, or assigned shift, in negotiations, grievances proceedings beyond Level I, judicial or administrative legal proceedings in which the District and the Association are parties, or in meetings called by the administration, such an employee shall suffer no loss in pay, Association Leave days or personal days.
- 6.2.8 The Association shall be provided space for use and storage of its equipment and supplies in the building that houses the President of the Association.
- 6.2.9 Association representatives shall have the right to meet with administrative staff at mutually convenient times.
- 6.2.10 The Association shall have the right to use school mailboxes and the district email system for the purposes of communicating with employees concerning Association business.
- 6.2.11 The Association shall have the right to address new hires for a sixty (60) minute period during the District's new hire orientation at a mutually agreeable time. Additionally, the Association shall be permitted to hold a general membership meeting of up to 60 minutes immediately following the District's annual all staff breakfast and meeting.
- 6.2.12 The District shall include Association representation on District level committees and/or councils related to educational issues. Association representatives shall be appointed by the SEA president.

ARTICLE SEVEN

EMPLOYEE--ADMINISTRATION LIAISON

- 7.1 Building Liaison Committee
 - 7.1.1 Association representative(s) shall normally meet on a monthly basis with the principal to review and to discuss school problems and practices, including special education

concerns. The Association representative(s) and the Administration shall exchange agendas at least 24 hours in advance of the normal monthly meeting.

- 7.1.2 This committee will consist of an Association building representative. In all events there may be at least two (2) employees on this Committee. Included in the make up of the committee may be a representative from each employee group, to be chosen by the members in that building. The principal may invite other administrators and/or staff members, not to exceed (inclusive of the principal) the number of Association representatives on the liaison committee. If mutually agreed, the parties may invite such other people as they feel necessary.

7.2 District Liaison Committee

- 7.2.1 The Association President and, if the President wishes, up to four (4) additional representatives, shall meet with the Superintendent and other individuals of his/her choice on a monthly basis during the school year at a mutually agreeable time in order to discuss the administration of this Agreement and other concerns which affect employees. However, a concern brought from an individual building must first have been brought to the attention of the building level principal. If requested by the Superintendent, the Association will show how it has attempted to resolve the issue with the building principal before the matter is pursued by the district liaison committee. District-wide concerns and concerns affecting multiple buildings may be brought directly to District liaison. If a District-wide concern affects multiple buildings, the Association shall identify the buildings, and specifically describe the nature of the concerns. The Association President and the Superintendent shall exchange agendas at least three (3) school days in advance of the normal monthly meeting. If either party fails to provide such an agenda in a timely fashion, the party that did not receive an agenda in a timely fashion may postpone or cancel the meeting. If mutually agreed, the Association and the Administration may invite such other people as they feel necessary, schedule additional meetings, or discuss items that are not on the agenda.

7.3 Time of Meetings

All employee-administration liaison meetings shall be held at the end of the pupil day or on professional development days.

ARTICLE EIGHT

FACILITIES AND SUPPLIES

- 8.1 In an area that is mutually agreed upon by the employees and the school administration, an appropriately furnished room shall be reserved for the use of the employees as a workspace. Two (2) such rooms will be available at the high school, middle school, and intermediate schools. In this regard, the intent of the parties is limited to preserving the present conditions at the high school and middle school. Although employees will be expected to exercise reasonable care in maintaining the appearance and cleanliness of such workspace, it

shall be regularly cleaned by the school's custodial staff. All employees' workspaces will be adequately heated and air conditioned. Workspace furnishings will be periodically examined for replacement or repair by the building liaison committee with recommendations by the committee to be forwarded to the Superintendent.

- 8.2 Well-lighted and clean employee restrooms, separate for each sex, where possible and separate from the students' restroom, will be provided in each school. Such restrooms will be maintained daily.
- 8.3 A separate, private dining room, or partitioned area, for the exclusive use of the staff, will be provided in each school.
- 8.4 Each principal or chief custodian shall make every reasonable effort to maintain an adequate inventory of materials normally required by employees in performing their job.
- 8.5 School budgets will reflect provisions for funds to repair and maintain audio visual materials, computer, and office equipment on a continuing basis throughout the year.
- 8.6 Vending machines may be installed in the employees' workspace. The proceeds from all machines will be used for that school's employees.
- 8.7 An accessible telephone in a private professional atmosphere with a desk available shall be provided in each building for all employees to use, at appropriate times during their work day. Use of that telephone by employees having a telephone at their desk, however, should be limited to matters requiring privacy so as to minimize time away from their work station.
- 8.8 In order to permit freedom of access both during and after regular school hours, all employees shall be given keys to their work areas and lavatory areas, where needed. Upon request, and subject to reasonable regulation, employees shall be provided with a means of access, but not keys, to an outside door in their area of the building during non-school hours.
- 8.9 If an employee is to be relocated to another site for any reason other than a voluntary transfer, the District shall move such an employee's materials to the employee's new teaching location after the employee is finished packing, boxing, and labeling these materials. Should the employees be required to work outside the normal work day to move to a new building, the District shall compensate the employee up to one (1) day at an appropriate time during the year.
- 8.10 Free and adequate off-street parking facilities which are reasonably protected against vandalism, properly maintained, and identified exclusively for employees' use shall be provided by the Board.
- 8.11 Any employee who is directly associated with a school field trip must be approved by all principals affected, and in the case of an overnight trip, approved by the Board. Upon approval, the cost of a substitute will be paid by the District.

- 8.12 Personal use of cell phones during an employee's workday shall be limited to breaks, lunch or planning periods and such use shall occur outside the presence of students, when possible. Cell phone use at other times during the workday shall be limited to emergencies and school business.

ARTICLE NINE

LEAVES OF ABSENCE

- 9.1 Leaves of absence, including sick leave, maternity leave and leaves of absences for other reasons, shall be according to Delaware State law and Family and Medical Leave Act of 1993 and the district policies pertaining thereto. A summary of state and Federal law is placed at the end of the Agreement as Appendix B. The Board is not a guarantor of the level of benefits provided by virtue of State law.

9.2 Sick Leave

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

- 9.2.2 The district shall provide a Donated Sick Leave program, in accordance with 14 Del. C §1318A and Smyrna School Board Policy.

- 9.2.3 Beginning July 1, 2012, the District will pay all eligible employees who use zero (0) sick days in the previous twelve (12) months, excluding personal days, on the following schedule. Employees who are eligible for one (1) year receive \$100, two (2) years receive \$200, and five (5) years receive \$300. Twelve (12) month employees who are hired after July 1 and ten (10) month employees who are hired after the first work day of the school year are eligible the following year.

9.3 Jury Duty

Any employee who is called for jury duty shall receive the daily rate of pay as an employee. Employees shall be granted a leave of absence with pay when they are required to report for jury duty or jury service. The employee shall keep the payment from the court for jury duty. Daily evidence of service shall be provided to the employer. The employer may request the employee be excused by the courts, if warranted. If an employee serves on jury duty until 12 PM or after, he/she shall not be required to report for work.

9.4 Association Release Day

The District shall provide a total of ten (10) days per year for Association activities to employees designated by the Association President. Use of such days shall, except in an

emergency, be upon 24 hours notice to the Superintendent and building administration. If a substitute is needed, the District will pay the cost of the substitute for the 10 days. Additional Association release days may be granted by the Superintendent upon request of the Association President, with the Association paying the cost of the substitute for all such additional days.

9.5 Extended Leaves of Absence

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

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

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

9.5.2 Leaves of absence for other reasons may be considered on an individual basis. Such leaves, when granted, shall be on the basis of an agreement between the Board and the individual employee provided such agreement is not inconsistent with the terms of this Agreement.

9.5.3 The entitlement of employees to paid leave for the birth of a child or adoption of a child is set forth in Section 1333, Title 14 of the Delaware Code (see Appendix B).

9.5.4 In addition to the paid leave provided by Section 1333, Title 14 of the Delaware Code, employees may be granted an unpaid leave of absence of up to one (1) year for the purpose of child care or child rearing.

9.5.5 Upon application, an unpaid leave of absence shall be granted to any employee for the purpose of serving in an Association elective office or staff position at the local, state or national level. Such leave shall be governed by 14 *Del. C.* §1318 (k) and shall not be granted to more than one (1) employee during the same school year. The Board may grant exceptions on a case by case basis.

9.5.6 At the end of an extended leave, the employee shall be accepted into employment by the Board and assigned the same or a similar position to the one from which leave was granted. For teachers, in no case may assignment be made so as to invalidate the employees certification status or bring a reduction in salary.

9.5.7 The employee on extended leave, granted under 9.5, shall notify the Superintendent by certified mail, return receipt requested, two (2) months prior to the expiration of the leave, or the intended return date, if earlier, of the employee's 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 notify the Superintendent prior to these deadlines of intention to return from leave shall serve to convert the leave to a resignation.

- 9.5.8 An employee on a leave of absence shall be entitled to continue to participate in Board sponsored group benefit programs at the employee's expense if the company providing such benefits agrees.

ARTICLE TEN

PROFESSIONAL DEVELOPMENT

- 10.1 If the District requires a teacher to take courses (considered to be other than those required for certification), to attend workshops, seminars, or conferences, the teacher shall be reimbursed for reasonable expenses upon supplying receipts and/or vouchers confirming successful participation. The District will pay for such a course or seminar. The teacher shall suffer no loss of regular salary if the teacher is required to attend during the regular school day. If a teacher is required to attend outside of the regular school day, the District shall pay such a teacher a stipend proportional to the length and expectations of the training. Guidelines for such stipends appear in Appendix D. Article 10.1 is not intended to apply to courses, workshops, seminars or conferences mandated by the Department of Education, or to District in-service.
- 10.2 In the event that an employee requests and is granted an assignment which requires additional certification, the cost of the course work for such additional certification shall be borne by the employee.
- 10.3 Training for custodians pertaining to each new piece of equipment/cleaning supply shall take place in a timely manner. Training shall be conducted by their building chief/supervisor and occur during their scheduled work day. Work expectations shall be modified to account for the time spent in training.
- 10.4 Prior to beginning a job as a specialized paraprofessional, the employee shall receive the appropriate training for that job.
- 10.5 Association representatives will meet with the Director of Curriculum, or his/her designee, to plan professional development.

ARTICLE ELEVEN

PROFESSIONAL DEVELOPMENT COMMITTEE

- 11.1 The District recognizes the need for appropriate professional development and training, as part of normal work activity of all employees. The District and the Association recognize the responsibility of employees to participate in such staff development programs for the improvement of employee performance and will encourage employees to participate.

- 11.2.1 A professional development committee consisting of building level school improvement team members and administrators will convene each year to review staff development ideas generated by school improvement teams and district and state initiatives. The Director of Curriculum will serve as the convener of this committee.
- 11.2.2 A separate committee of educational support personnel (“ESP”) including one representative from the administrative assistant, custodial and paraprofessional staff will meet with the Supervisor of Human Resources to review ESP staff development needs. Staff development ideas generated by this committee shall be consistent with school improvement plans and district initiatives.
- 11.3 A separate committee, also including Association representatives, will develop a District School Calendar.

ARTICLE TWELVE

PROTECTION OF EMPLOYEES AND PROPERTY

- 12.1 Employees shall not be required to work under unsafe conditions or to perform tasks which endanger their health and safety. Employees shall report all unsafe or hazardous conditions to the administrator in charge. The administrator shall provide a written response as soon as practicable, but in any event within three (3) school days, as to whether the administrator agrees with the employee’s description of the work condition and what steps can and will be taken, if any, to remedy the condition. If the condition is not resolved, a grievance may be initiated at the Superintendent’s level.
- 12.2 An employee may use such force as is reasonable and necessary to quell a disturbance threatening physical injury to the employee or others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self defense; or for the protection of person or property.
- 12.3 Fringe benefits provided under this or subsequent Agreements shall continue during the period of coverage under Workmen’s Compensation when the absence arises out of an assault upon such an employee.
- 12.4 The Board shall reimburse an employee for the reasonable costs, repair or replacement of any clothing or other personal property damaged, stolen or destroyed while acting in the discharge of his/her duties, if the employee has taken reasonable precautions to secure such property.
- 12.5 Employees shall immediately report cases of assault, terroristic threatening or harassment suffered by them in connection with their employment to their principal or other immediate superior. Such a report shall immediately be forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved to the extent that the Superintendent may do so under Delaware and federal statutes controlling the privacy rights of students.

- 12.6 Employees shall immediately report cases of injury suffered by them in connection with their employment to their principal and school nurse to complete an injury report.
- 12.7 An employee will not be held accountable or made responsible for the administration of a building.
- 12.8 With the exception of custodians, no employee shall be required to enter or remain alone in a building, unless mutually agreed upon by the employee and the building administrator.
- 12.9 With the exception of the custodial staff, if the temperature in an employee's work area goes below 60 degrees or above 90 degrees and remains there for two (2) hours, arrangements will be made to relocate him/her. If an employee's work area ventilation system is inoperable for a continuous two-hour period, arrangements will be made to relocate him/her.

ARTICLE THIRTEEN

PERSONNEL RECORDS

- 13.1 The District agrees that there shall be a single personnel file for each employee. All extra duty evaluations and related materials shall be kept in this file, which shall be divided into a professional employment section and an extra duty section, where applicable.
- 13.2 An employee shall have the right, upon request, to review the contents of the employee's personnel file except pre-employment reference materials. An employee shall be entitled to have a representative of the Association accompany him/her during such review. Such review shall take place in the presence of an administrator.
- 13.3 An employee may request that documents the employee deems to be unfavorable be removed from the employee's personnel file. Such a request shall be in writing and shall be submitted to the Superintendent. The Superintendent's decision as to this type of discretionary removal of documents from the employee's file is not subject to the grievance procedure.
- 13.4 Any document relating to employee performance which an employee has not been given the opportunity to sign, shall not be placed in the employee's personnel file. Any document prepared by a supervisor relating to employee performance, which the employee has not been given the opportunity to sign, shall not be used in any proceeding against the employee. The employee's signature shall only indicate that the document has been received by the employee and in no way indicates agreement with its content.

- 13.5 The District shall protect the confidentiality of personal references, academics, credentials, and other similar documents.
- 13.6 The employee shall have the right to comment upon any material filed, and the comments shall be attached to the file copy. Such written comments shall only become part of the file if they are submitted by the employee within 30 days of receipt by the employee of the material filed.
- 13.7 Anyone who reviews an employee's personnel file shall sign and date a form to be prepared by the District. This form shall be placed in the employee's personnel file.
- 13.8 An employee may receive copies of non-confidential documents filed in the employee's personnel file. Once the employee has received one (1) free copy of up to ten (10) pages per year, the employee shall be charged ten cents per copy for each additional page.

ARTICLE FOURTEEN

DEDUCTION FROM SALARY

14.1 Association Dues

- 14.1.1 Employees in the collective bargaining unit may become members of the Association.
- 14.1.2 Upon authorization of an employee, the Board agrees to deduct from the employee's salary, dues for the Smyrna Educators Association, Inc. ("SEA"), the Delaware State Education Association ("DSEA") and the National Education Association ("NEA").
- 14.1.3 If an employee leaves the employment of the District before the total amount of dues owed has been deducted, the District will deduct the remaining amount from the employee's final paycheck as provided by the dues deduction authorization form.
- 14.1.4 Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which intends to change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- 14.1.5 The Association shall indemnify and hold the District harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by any reason of any action taken or not taken by the District for the purpose of complying with any of the provisions of Section 14.1.

14.2 Other Deductions

- a. Tax sheltered annuities to companies mutually agreed upon by the Board and the Association;
- b. Credit Union payments for both shares and loans;

- c. U.S. Savings Bonds;
- d. Hospitalization; and
- e. Insurance offered to State employees

ARTICLE FIFTEEN

SALARIES AND EMPLOYEE BENEFITS

- 15.1 The salaries of all employees covered by this Agreement shall be the salaries paid by the State, plus a supplement from District funds in the amounts set forth in Schedule A, which is attached.

Fiscal 2025 - \$250 off scale [Paid in a lump sum.]

Fiscal 2026 – 6% on scale assuming a current expense increase takes effect in 2026 as the result of the passage of an operating referendum in 2025. If the operating referendum in 2025 does not pass, all compensation will be re-opened.

Fiscal 2027 – 3% on scale assuming a current expense increase takes effect in 2026 as the result of the passage of an operating referendum in 2025. If the operating referendum in 2025 doesn't pass, all compensation will be re-opened.

- 15.2 If the Board elects to fill an extra-responsibility position, the salary of the employee designated by the Board shall be determined by reference to Schedules B and C, which are attached.
- 15.3 Employees hired prior to January 1, 1996 may elect to have their paychecks deposited to their account by the State in any bank which agrees to accept such deposits in accordance with procedures established by the State. Employees hired on or after January 1, 1996 are required to participate in direct deposit.
- 15.4 With the exception of the employees receiving salary payments via checks as of May, 2015, each employee shall maintain a bank account in order to facilitate payment of salary by direct deposit.
- 15.5 Employees shall continue to receive existing carrier-provided employee benefits insofar as they remain available. If a benefit is canceled, the parties shall meet to negotiate an alternate employee benefit equal to the employee benefit that was canceled.
- 15.6 The Board will provide life insurance in the amount of \$25,000 for those covered by this Agreement, effective July 1, 2001.
- 15.7 Beginning July 1, 2004, \$800 which was formerly available for fringe benefits will be added to each cell of the employees' pay scales.
- 15.8 The Association authorizes the payment of incentives to teacher candidates who sign an employment contract. Such signing bonuses shall be given at the discretion of the

District and may be used to encourage the employment of teachers in critical areas or other such reasons.

15.9 Longevity Bonus

Employees shall receive a one-time service award for years of District service according to the following schedule:

5 years District service	\$ 600
10 years District service	\$ 900
15 years District service	\$1200
20 years District service	\$1500
25 years District service	\$1800
30 years District service	\$2100

The longevity bonus will be paid prior to November following completion of the benchmark year.

15.10 Use of Automobile

Employees who may be required to use their own automobiles in the performance of their duties (other than transportation to and from work) and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the State approved rate per mile. However, a custodian shall not be required to use his/her vehicle for any purpose other than to transport the employee.

15.11 Insurance

The District shall maintain comprehensive general liability insurance, and employees shall be named insureds under such a policy.

15.12 Fees, Certificates, Tests, Training

15.12.1 If a custodian, paraprofessional or administrative assistant is required and/or requested, writing, by the Board to take courses (considered to be other than those required for certification), to attend workshops seminars, or conferences such employee shall be reimbursed all expenses, upon supplying receipts and/or vouchers confirming completion. Such employees shall suffer no loss of regular salary and overtime provisions shall apply if the course extends beyond the regular workday.

15.12.2 Employees attending training course or seminars requested by the employee and approved by the District will suffer no loss of regular salary if the course requires them to attend during their regular employment time. Expenses incurred for such training courses or seminars and tuitions will be paid by the District.

- 15.12.3 The District shall pay for all fees, certificates, health tests and in-servicing required in order for an employee to maintain employment with the District.
- 15.12.4 The Board shall provide tuition reimbursement to all employees taking courses in a field related to their job. Each employee group shall have access to these funds. Reimbursement shall be according to Board Policy.

ARTICLE 16

ALL TWELVE MONTH EMPLOYEES HOLIDAYS AND VACATIONS

16.1 Holidays

16.1.1 The following holiday schedule will be observed by all twelve-month (12-month) employees:

- Independence Day
- Labor Day
- General Election Day [every two years]
- Veteran’s Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day
- New Year’s Day
- Martin Luther King Day
- President’s Day
- Good Friday
- Easter Monday [replaces Columbus Day]
- Memorial Day
- Juneteenth

16.1.2 All twelve-month (12-month) employees must take vacation over the winter holiday from December 24 through January 1 as all District facilities will be closed. Superintendent may grant permission of staff to work over the winter holiday in unusual situations. During Spring Break, employees may use annual leave as the buildings will be closed to the public.

16.1.3 If any of the holidays fall on a Saturday, the holiday shall be observed the preceding Friday. If any of the holidays fall on a Sunday, the holiday shall be observed on the following Monday.

16.2 Vacations

16.2.1 Vacation days for 12-month employees shall be in addition to Saturdays, Sundays, and holidays and shall be accrued on a monthly basis. Vacation days shall not be available for

use until they have been earned. Vacation pay rate shall be at the employee's daily rate.

16.2.2 Vacation days shall be earned at the following rates:

<u>Years of continuous service</u>	<u>Authorized Per Month</u>	<u>Vacation Days Per Year</u>
0 - 2	1.75	21
3 - 5	1.83	22
6 and over	2.17	26

16.2.3 Vacations can only be scheduled with the approval of the immediate supervisor and the Superintendent. Vacation may not be scheduled at a time when the employee's absence would require the employment of a substitute or at a time when it would interfere with the normal operations of the school.

16.2.4 Accrued vacation time with another state agency shall not be transferred to the Smyrna School District. Experience for vacation purposes shall include only continuous employment in the Smyrna School District from date last hired.

16.2.5 Persons employed on or before the 15th of the month will receive full credit for that month. Persons resigning after the 15th of the month will receive full credit for the month.

16.2.6 Vacation days may be accumulated up to forty-two (42) days. Where, prior to the end of a fiscal year, an employee has accumulated more than forty-two days of vacation, such vacation shall be adjusted to forty-two (42) days at the end of such fiscal year.

16.2.7 Vacation time used will be charged in quarter-day increments. Up to two (2) hours absence will be charged $\frac{1}{4}$ (one-quarter) day. Up to four (4) hours absence will be charged $\frac{1}{2}$ (one-half) day. Up to six (6) hours absence will be charged $\frac{3}{4}$ (three-quarters) day. Absences in excess of six (6) hours will be charged a full-day vacation.

16.2.8 Vacation time is earned during an approved leave of absence with pay, but is not earned during a leave of absence without pay.

16.2.9 An unexcused absence is an absence not covered by a sick day, or a preapproved vacation day, a preapproved personal day, a bereavement day, or a leave under Article 9 of this Agreement. Unexcused absences shall result in the employee's pay being docked.

16.2.10 If an employee is scheduled to work and cannot get to work because of the weather or an emergency, such days shall be charged against accrued vacation or personal leave.

ARTICLE 17

FAIR DISMISSAL OF ALL EMPLOYEES

17.1 Teachers

17.1.1 The rights of teachers with regard to termination are set forth in 14 *Del. C.* §14, a copy of which is attached as Appendix A, and shall be sent to teachers being terminated.

17.2 Support Employees

17.2.1 Date

By the June Board meeting of each year, the Board shall give to each support employee either:

- a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b. A written notice that such employment shall not be offered.

Any new support employee will have a probationary period as described in 20.2. During the probationary period, the support employee may be dismissed for failure to perform assigned duties satisfactorily.

Any support employee placed on probation will be given the reasons for probation in writing. A written performance improvement plan for the employee will be developed to address the reasons for the probation. Observations will be scheduled for the duration of the probation period. If the support employee receives two (2) consecutive unsatisfactory observations during the probation period, additional observations will be performed by the appropriate supervisor.

17.2.2 Reasons

Any support employee who receives a notice of non-employment may, within ten (10) days thereafter, request, in writing a statement, of reasons for such non-employment from the superintendent, which statement shall be given to the support employee in writing within five (5) days after receipt of such request.

17.2.3 Appeal to Grievance Procedure

If the support employee disagrees with the non-employment decision the support employee may submit the dispute through the grievance procedure, which shall be finally resolved at Level II.

ARTICLE 18

ADVERTISING POSITIONS

- 18.1 A permanent vacancy is a vacancy resulting from a previously occupied permanent position or caused by the generation of increased State units.
- 18.2 If the Board decides to fill a vacancy, including vacancies outside of the bargaining unit, the District shall advertise such vacancies. Such a position shall be posted electronically (i.e. via email to employees) at least seven (7) calendar days and a copy shall be emailed to the Association officers. Custodian vacancies shall also be posted in each District building. No permanent appointment shall be made until after the application deadline. Ten month (10-month) employees hired after October 1 of each school year shall receive a temporary employment contract for the remainder of the school year. They are not eligible for the seniority, layoff or recall provisions of Article 20. Employees hired on a temporary contract will receive seniority credit for that time if they are permanently employed the following school year.
- 18.3 The written notice of vacancy shall contain:
- a. type of vacancy;
 - b. position description;
 - c. starting date;
 - d. qualifications and certifications, if applicable;
 - e. salary range; and
 - f. location and/or level [Kindergarten, Elementary, Intermediate, Middle School, High School]
 - g. date of posting
- 18.4 If a member of the bargaining unit and a candidate outside the bargaining unit are equal in relative ability, job performance, experience and relevant training, the bargaining unit member shall get the appointment. If members of the bargaining unit are equal in relative ability, job performance, experience and relevant training, the bargaining unit member with the most seniority shall get the appointment. Part-time employees will be given preference for full-time vacancies over outside applicants if equal in relative ability, job performance, experience, and relevant training. "Job performance" is measured by evaluations and disciplinary history.
- 18.5 The District will make every effort to fill vacancies within 30 days after the closing date for applications. No permanent appointment shall be made until after the application deadline.
- 18.6 Interview teams for school nurse vacancies shall include a school nurse if a school nurse is available and willing to serve on the interview team.

- 18.7 If an employee is eligible to voluntarily transfer (See Article 19.2.6), and the employee requests a lateral transfer, such an employee will be considered for a posted position before a promotion is granted.
- 18.8 Employees shall be notified in writing of the disposition of their applications for posted positions if requested.
- 18.9 For purposes of Article 18.9, “qualified employees” means certificated to teach the Summer School position and the employee has taught the subject and/or level (elementary/secondary) within the last three (3) years. Summer School positions will be made available to qualified employees on a year-to-year basis based on the following procedure: All positions will first be posted in and filled from within the District. The posting will contain the essential qualifications. Vacant positions will first be offered to qualified employees having held them in the previous summer, but not necessarily the same assignment. If no such employees are interested in the available positions, they will be posted district wide, for five (5) calendar days, and open to only qualified district employees. The position may then be posted outside the district, after five (5) calendar days, if no qualified district employees have applied. Outside applicants shall be held to the same hiring standards as in-district employees.

ARTICLE 19

TRANSFERS AND PROMOTIONS

- 19.1 Promotions
- 19.1.1 An employee who desires a promotion to a posted position must file an application no later than the closing date for application set forth in the posting notice. No promotional position shall be filled until all properly submitted applications have been considered.
- 19.1.2 Whenever a position opens for which there are promotion requests, a committee composed of employees who will be affected by the promotion [including the building principal and/or immediate supervisor] shall be convened to interview prospective candidates. All candidates will be interviewed. The committee will consist of no less than three individuals, with a minimum of one Association member, with the committee making the final recommendation.
- 19.1.3 A support employee who is promoted shall be subject to a sixty (60) day probationary period and shall, upon the conclusion of the probation, receive a written performance evaluation. If either the District or the employee is not satisfied at the end of the period, the support employee shall be returned to the first available position in his/her prior classification.
- 19.1.4 Promotional positions for teachers are defined as those positions paying a salary differential and/or a position at the administrator-supervisory level of responsibility.

Selection procedures in filling such promotional positions will be based upon qualifications, with preference being given to persons presently employed by the District, all other qualifications being equal. All qualified teachers shall be given the opportunity to apply for such a position and no promotional position shall be filled until all properly submitted applications have been considered.

19.2 Voluntary Transfers

- 19.2.1 Lists of all known vacancies shall be posted on the district website, and delivered to the membership via email, and in the case of custodial positions, posted in the schools.
- 19.2.2 Employees may request a transfer to another building or to a different grade or subject assignment by filing a written request with the Superintendent no later than February 1 of the school year preceding the school year for which the change is desired. Such a request shall include the positions which the employee desires in order of preference. A new request must be submitted in writing each year if it is not granted on the initial application.
- 19.2.3 An employee's failure to accept an offer of a requested transfer within 48 hours, not including weekends and holidays, or four (4) days of the postmarked date on the certified notice, shall cancel the employee's request for a transfer.
- 19.2.4 Whenever a position opens for which there are voluntary transfer requests, a committee composed of those employees who will be affected by the voluntary transfer [including the building principal] shall be convened to interview prospective voluntary transfer candidates. All voluntary transfer candidates will be interviewed. If candidates are equal in relative ability, job performance, experience, and relevant training, the candidate with the most seniority shall be granted the transfer. The committee will consist of no less than three (3) individuals, with a minimum of one (1) Association member, with the committee making the final recommendation.
- 19.2.5 If an employee is denied a position, the employee will be advised in writing and may request a meeting with his/her supervisor or designee to discuss the factors considered in the selection process.
- 19.2.6 An employee must have one year of service (i.e., 12 months for a 12 month employee and 10 months for a 10 month employee) with the District in order to be eligible to apply for a transfer. An employee may transfer voluntarily only once during any twelve (12) month period. The District may waive the limitations imposed by Article 19.2.6. The Association will be notified of any such waiver.

19.3 Involuntary Transfers

- 19.3.1 Involuntary transfers shall not take place until volunteers are sought, district-wide, except in cases of specific building need, at which point the Association will be notified.

- 19.3.2 Employees are subject to involuntary transfer on the basis of the current and future needs of the District. Employees will be notified of a transfer in ample time to plan accordingly. In no case will a transfer be made without employee consultation with the employee involved. In the case of an involuntary transfer, the employee with the least seniority, in the same classification or area of certification, will be the first to be transferred, unless the dual certification of an employee with greater seniority is required for the receiving school's program or the dual certification of an employee with lesser seniority is required for the sending school's program.
- 19.3.3 The Superintendent has the final responsibility for the assignment of each employee in the District, subject to confirmation by the Board.
- 19.3.4 Support employees may be temporarily transferred involuntarily. A temporary transfer shall be limited to a period of not more than fifteen (15) consecutive work days, and not more than a total of fifteen (15) work days in any period of forty-five (45) consecutive work days.
- 19.3.5 If the Board closes or opens a school, reconfigures, or relocates a program from one building to another, representatives of the administrative staff and the Association shall meet to determine a staffing procedure.

ARTICLE 20

SENIORITY, LAYOFF AND RECALL

20.1 Seniority

20.1.1 Effective Date

The parties recognize that in the past the seniority of each teacher was determined by reference to the date of hire. Thus, a teacher received seniority credit for all active service, together with credit for any time period the teacher was absent from work due to a Board approved leave of absence. Effective September 1, 1989, seniority shall be calculated in accordance with the provisions of 20.1, specifically including 20.1.4. However, for transitional purposes, as of September 1, 1989, the seniority of all teachers shall be established in a fashion consistent with the past practice of accruing seniority from the date of hire without regard to the impact of Board approved leave of absence.

20.1.2 Seniority shall be calculated as the length of most recent continuous service as an employee in the District, as determined by date and time of job offer. All new employees shall be given a letter of intent to employ, containing date and time of offer, on the condition of Board approval.

20.1.3 Seniority for part-time employees shall be prorated: for example, a half-time (1/2) employee will earn one-half (1/2) year of seniority for each year of employment. If an employee has worked in both full-time and part-time positions, the employee's overall

seniority shall be calculated as the sum of the seniorities earned in all positions during the period of most recent continuous service.

20.1.4 Board approved leaves of absence shall not constitute a break in service but shall not be counted toward seniority with the following exceptions:

- a. Military Leaves;
- b. Sabbatical Leaves [teachers, only]
- c. Leave for Officer of the Association;
- d. Special assignments outside of ordinary teaching assignments, such as teaching specialists and teachers-on-loan and other positions mutually agreed to by the District and the Association; and
- e. FMLA leave.

20.1.5 An administrator who elects to be assigned to a teaching position shall be afforded seniority as a teacher commensurate with the duration of the administrator's previous employment as either a teacher and/or administrator by the District. Such service must be continuous and a resignation is considered a break in service. However, moving from a teaching position to an administrative position within the District is not considered a resignation.

20.1.6 The District shall annually email to each member of the bargaining unit, a seniority roster which shall include a separate list of employees for each area of certification and/or job classification. A teacher's name shall appear on each certification list for which he is qualified and has taught within the last five (5) years. The seniority roster shall be posted in each school by March 1. Employees who wish to appeal their placement on this seniority roster must do so in writing to the Superintendent before March 15 of the year the seniority roster is published. A teacher may request that his name be removed from any seniority classification on the recall list. A final seniority roster shall be published by March 31. An employee's failure to question, prior to March 15, his/her seniority date and certification listing on the first published seniority roster shall preclude the assertion of incorrect seniority date or certification listing in challenging a layoff which is to take effect at the end of that school year. An employee's appeal of his/her seniority date or certification listing must set forth the basis for the appeal.

20.1.7 If an employee's seniority date or classification/certification listing is different on the final seniority roster as compared to the first seniority roster, the employee has five (5) school days from the posting of the second seniority roster to appeal the change.

20.1.8 In the event two (2) or more employees have the same length of service in any classification/area of certification, the following criteria shall be used in the order enumerated as tiebreakers:

- a. Total length of service in the District.
- b. Educational level on the salary schedules [teachers only];

- c. Total length of service in public and private schools in Delaware;
- d. Total length of service; and
- e. Lottery.

20.2 Support Personnel Probationary Period

New support employees shall serve a probationary period of ninety (90) calendar days for paraprofessionals and administrative assistants and six (6) months for custodians. Upon satisfactory completion of the probationary period, such employee's seniority shall be established as the date of hire, including continuous temporary employment from the first day. The period of time of continuous temporary employment shall count towards the probation period.

20.3 Layoff

- 20.3.1 If a reduction in force is necessary beyond normal attrition within a job classification, the Superintendent shall determine the number of positions to be reduced as well as the date such reductions are needed, and shall inform the Association of the decision thirty (30) working days prior to the effective date of the reduction, or, in the case of teachers, before May 15, whichever comes sooner.
- 20.3.2 In the event of a reduction in force, probationary, casual, and temporary employees shall be terminated before permanent employees are laid off. Teachers shall be placed on the recall list in each area for which they hold a certificate and have taught within the last five (5) years. An employee may request that his name be removed from any seniority classification on the recall list. Thereafter, the employee with the least seniority in the affected classification(s) or certification area shall be subject to such layoff. If such employee has greater seniority than another employee in a lower classification or another certification area where he meets the provisions above, and provided the employee is qualified to perform the work, the senior employee shall have the right to replace the employee with the least seniority.
- 20.3.3 An employee exercising the right to be transferred to the same or lower classification rather than being laid off shall receive the salary rate of the classification to which the employee is being transferred.
- 20.3.4 An employee electing a right under 20.3.2 shall retain a right of first consideration if a job in the employee's last classification or certification area becomes available, provided the employee is qualified to perform the duties of the job.
- 20.3.5 An employee who does not exercise a right to be transferred to a lower classification or different certification area shall be laid off, and is eligible only for recall to the classification/certification area from which the employee was laid off.

20.3.6 The following hierarchies shall be used for bumping purposes:

- a. Financial Administrative Assistant II
Financial Administrative Assistant I
Administrative Assistant
- b. Maintenance
Custodian
Custodian/Courier/Floater
- c. Paraprofessionals' number of hours per week

20.3.7 An employee on a Board approved leave of absence shall be subject to layoff.

20.4 Recall

20.4.1 Employees who are laid off shall be automatically placed on the recall list for a period equal to their length of service, but not to exceed two [2] years. The employee shall, at the time of layoff, verify official records as to address and phone number.

20.4.2 Employees will be recalled in the reverse order of layoff, provided they are qualified/certified to perform the duties of the job to which recall is being made. Recalled support personnel shall receive the salary of the classification to which they are recalled.

20.4.3 Employees who are eligible for recall must keep the District Office informed in writing of any changes in their address and telephone number, and/or qualification/certification.

20.4.4 Notice of recall shall be by telephone and email. The notice shall state the deadline for responding. If the person fails to respond to the offer within ten (10) days of the telephone call and email, the absence of a response to the offer shall constitute a decision to decline the offer. The layoff notification sent to the affected employees shall include a form inviting the employee to update contact information. The affected employees have an obligation to provide updated telephone numbers and email addresses.

20.4.5 An employee who accepts recall shall report to work within five (5) days or earlier if mutually agreeable.

20.4.6 If a teacher refuses to accept a position he/she shall be removed from the recall list for that area of certification, but shall remain on any other recall lists for which he/she is certified.

20.4.7 Time lost by an employee laid off under the provisions of this Article, who is subsequently recalled, shall not be considered to interrupt continuous service; but such time shall not be counted toward additional service, or be a criterion for benefits as set forth in this Agreement.

20.5 Miscellaneous

Applicable state and federal programs and statutes shall be observed for specially funded programs. Except where prohibited by law, all employees shall receive seniority rights as provided in this Agreement.

ARTICLE 21

EMPLOYEE EVALUATION

21.1 Support Employees

21.1.1 Evaluation of a support employee's performance shall be for the purpose of improving performance. All monitoring or observation of the performance of a support employee shall be conducted openly and with full knowledge of the support employee.

21.1.2 The Association agrees to the use of the current support employees' performance appraisals. Periodic inspection of assigned areas for the purpose of observation and evaluation of the custodial employee, only will be conducted during the shift assigned to that custodial employee.

21.1.3 Each evaluation report shall be signed by the person doing the evaluation prior to the time such a report is given to the employee.

21.1.4 A support employee shall be given an opportunity to sign each evaluation report. If a support employee refuses to sign an evaluation report, that fact shall be noted on the report. A support employee's signature only indicates that the report has been read by the support employee and does not evidence the support employee's agreement with the findings or conclusions of the report.

21.1.5 There shall be a conference with the evaluator to discuss the report. A support employee shall be given a copy of the evaluation report within three (3) days of the preparation of the report. The conference shall take place within three (3) days of the date the support employee receives a copy of the evaluation report. Following the conference the evaluation report shall be placed in the support employee's file.

21.1.6 The support employee's written comments shall only become part of the file if they are submitted by the support employee to the evaluator within 21 calendar days of the conference to discuss the evaluation report.

21.1.7 All support employees shall be evaluated at least one (1) time a year, but not more than three (3) times a year.

21.1.8 Evaluation reports shall be:

- a. Prepared by and issued in the name of the immediate supervisor.
- b. Addressed to the support employee.

- c. In narrative form including strengths and weaknesses of the support employee, and specific recommendations as to measures which the support employee should take to improve his/her performance in areas of weakness.

21.2 Teachers

- 21.2.1 Observation and appraisal of a teacher's performance shall be conducted for the purpose of improving the educational process and teacher performance. The District shall adhere to the procedures set forth in the State-mandated evaluation system.
- 21.2.2 Teachers may grieve alleged procedural violations of State-mandated evaluation system. The content of, or conclusions reached, in observations and evaluations are not subject to the grievance procedure except to the extent that the alleged procedural violations have a direct impact on the content and/or conclusions reached in a Formative Feedback or Summative Evaluation.
- 21.2.3 A teacher shall be given an opportunity to sign each Formative Feedback or Summative Evaluation. If a teacher refuses to sign a Formative Feedback or Summative Evaluation, that fact shall be noted on it. A teacher's signature only indicates that the Formative Feedback or Summative Evaluation has been read by the teacher and does not evidence the teacher's agreement with the findings or conclusions.
- 21.2.4 A Formative Feedback and Summative Evaluation shall not be placed in a teacher's file without providing the teacher with an opportunity to: (1) have a conference with the observer or evaluator to discuss it; and (2) attach to the Formative Feedback or Summative Evaluation the teacher's written comments with respect to the information contained therein.
- 21.2.5 A teacher may suggest alternate or additional times for formal observation because of classroom activities.
- 21.2.6 If a written evaluation of a teacher's performance in an extra-pay for extra-responsibility position is prepared, such an evaluation shall be separate from the evaluation of the teacher's performance of his/her other responsibilities. Prior to any written evaluation at least one (1) observation must be conducted by a building administrator. An observation may be a collection of data over a specified period of time for the duration of the activity, or it may be an observation of sufficient length to gather appropriate data (no less than 20 minutes). The evaluation shall be conducted in accordance with "Guidelines, Extra Duty Pay Performance Appraisal Process," Smyrna School District Policy 4140R.
- 21.2.7 If a teacher receives two (2) unsatisfactory formative evaluations within an appraisal cycle, the building principal or teacher may request additional observations by a different administrator who has completed training in the State-mandated evaluation system.

ARTICLE C 1

CUSTODIAN RIGHTS

C1.1 Use of Force, Disruptive Students

C1.1.1 Except in the case of an emergency, a custodian shall not be assigned the responsibility of controlling or supervising a disruptive student. In the case of an emergency, a reasonable effort shall be made to relieve the custodian of such responsibility as soon as practicable.

C1.2 Subcontracting

The Board agrees not to subcontract out any work now being done by a custodian.

C1.3 Substitutes

C1.3.1 The District shall make a good faith effort to employ substitutes for custodians who use more than two (2) consecutive days of sick leave and/or vacation during the student session. No substitute will be provided if students are not in the building. This shall apply to buildings whose primary purpose is to provide education for grades K through 12.

C1.3.2 When a substitute is not provided, the supervising custodian shall modify the duty assignment(s) of others to provide time within the normal shift for them to complete the critical tasks of the absent custodian

ARTICLE C 2

CUSTODIAN HOURS OF WORK AND PREMIUM RATES

C2.1 The employer shall establish hours of work based upon need. The normal work week for full-time custodians will be forty (40) hours consisting of five (5) consecutive eight (8) hour days, except as overtime is required to carry out the mission of the employer. All hours worked in excess of forty (40) hours per week shall be at one and one-half (1-1/2) times the custodian's hourly rate, except that double time shall be paid to employees who work on holidays (as defined in Section 16.1.1, with the exception that double time shall be paid to employees who work on Easter Sunday, and will not be paid to employees who work on Easter Monday). If the custodian must work a consecutive Saturday and Sunday, then Sunday shall be paid at double time.

C2.2 Work Week: The normal work week shall be Monday through Friday.

C2.3 Work Day: Eight (8) continuous hours of work, including a one-half (1/2) hour paid duty free lunch, within a twenty-four (24) hour period shall constitute a normal work day. Custodians shall remain in the building during lunch unless properly excused. Custodians will be allowed to participate in the District Flexible Hours Procedure.

- C2.4 Any custodian called back by the employer to work outside of his/her regularly scheduled shift shall be paid a minimum of one (1) hour at one and one-half (1-1/2) times the custodian's regular hourly rate for all hours worked except holidays, when such call back time shall be paid at double time. Call back time shall not be paid for work contiguous to the regularly scheduled shift. Further, the custodian is expected to continue to work the time necessary to complete the requirements of the job that necessitated the call back.
- C2.5 Any employee who works during a weather-related declared state of emergency will be paid for the day, in addition to payment at the employee's regular rate for hours actually worked during the declared state of emergency. If any employees are required to work during a declared State of Emergency that is not weather-related, the District and SEA shall meet and mutually agree to a plan for compensating the affected employees.
- C2.6 Custodians are required to "clock in" and "clock out" using the time management system at their respective facilities. Custodians are prohibited from clocking in, or clocking out, the timecard of any other custodian.
- C2.7 Distribution of Overtime
- C2.7.1 Overtime work shall be distributed equitably by seniority rotation to custodians working within a given job site or within the same job classification if the individual is not assigned to a single building. All custodians and maintenance employees shall be included in the overtime rotation, in the event of district-wide overtime.
- C2.7.2 Overtime work assignments shall be determined at the discretion of the employer consistent with the provisions of C2.7.1.
- C2.8 All full-time custodians shall be provided with two (2) fifteen (15) minutes rest periods for each full-time shift. Part-time custodians working at least four (4) hours will be provided with one fifteen (15) minutes duty-free rest period. The breaks and lunch hour shall not be combined, unless approved by the supervisor.
- C2.9 With the exception of maintenance employees, floaters and couriers, each custodian shall be assigned to a building and a shift. However, the parties recognize that it may be necessary to temporarily modify such assignments in order to cover for absences, or address an unusual need in a building.
- C2.9.1 Temporary shift assignments shall be made by the Supervisor of Maintenance and Custodians and/or the building chief based on qualified seniority.
- C2.9.2 A custodian, excluding the floater, who is required to work in a higher rated classification for more than ten (10) consecutive workdays shall receive the higher rate of pay in the said classification for the number of hours actually worked in such classification.

- C2.10 Advance notice shall be given to the custodian in charge three (3) work days prior to any activity to be held in a school, whenever possible.
- C2.11 Payment for overtime will normally be made in the second (2nd) payroll following the pay period in which the work was performed, providing the time was reported by the custodian in accordance with District procedures.
- C2.12 Custodians shall, from time to time, be required to perform minor maintenance tasks which require common hand, power tools, or painting equipment.

ARTICLE C 3

CUSTODIAN FACILITIES AND SUPPLIES

- C3.1 The District will provide a basic set of hand tools at each work site. The Supervisor of Maintenance and Custodians will develop a tool inventory control system.

ARTICLE C4

CUSTODIAN SALARY AND BENEFITS

- C4.1 Uniforms: The District will continue to provide one (1) set of work clothing per day for each maintenance staff employee. The District will also provide laundry service once per week. Special clothing will also be provided for specific jobs: e.g. foul weather gear and safety gear.
- C4.2 The District will provide to each custodian six (6) shirts of the appropriate size [polo shirt or sweatshirt as chosen by the custodian]. By the first teacher day of the succeeding year, the District will provide two (2) additional shirts as described above. Custodians hired after the beginning of the year will be provided with the shirts within thirty (30) days of completing their probationary period. The shirts shall be worn during each custodian's entire shift during the months that school is in session. In the summer months, when school is not in session, custodians may wear alternative acceptable dress which conforms the standards set forth in Appendix E. The District and the Association will collaborate on the design of the shirts.
- C4.3 The District shall provide a work shoe allowance of \$150 per year, issued as reimbursement for the purchase of safety toe work boots and/or non-skid work shoes. Employees are required to fill in an employee reimbursement request form and to provide receipts, showing that the work shoes were purchased during the fiscal year. The reimbursement form and receipts must be received by the District by October 15 for payment by the end of November and April 15 for payment by the end of May. Employees hired after the start of the school year will receive a prorated amount with receipts due by April 15 for reimbursement in May. Payment will be based on the number of months worked. This will be income imputed to the reimbursed employees.

ARTICLE P 1

PARAPROFESSIONAL RIGHTS

- P1.1 No paraprofessional will be assigned to cover a building due to an administrative absence.
- P1.2 No paraprofessional will be removed from his/her work location to be used as a substitute teacher, except (i) in the event of an emergency, (ii) by agreement, or (iii) if a paraprofessional's assigned student(s) are not present. "Emergency" means a sudden, unexpected event.
- P1.3 Paraprofessionals shall not be responsible for diapering/toileting students, unless the assignment they are hired for requires it and they are trained for that specific duty. If the need arises, training will be provided.
- P1.4 On an annual basis, paraprofessionals shall be provided training on policies relevant to the performance of their respective jobs. Each paraprofessional has an obligation to request the instructional and behavioral information (including IEPs, behavior support plans and 504 plans) pertinent to the duties of the paraprofessional. A paraprofessional responsible for assisting in the implementation of an IEP, behavior support plan, or 504 plan shall be permitted to provide information for the paraprofessional's student(s) by attending the IEP, behavior support or 504 meeting when invited by the administrator or designee, or through discussion with the teacher prior to the meeting. Any changes to the IEP, behavior support plan, or 504 plan, including concerns or comment of parents, that are pertinent to the duties of the paraprofessional will be reviewed with the paraprofessional subsequent to the meeting.
- P1.5 When a paraprofessional identifies a need for established training specific to the needs of the students they serve, such training will be discussed with an administrator who will be sure training is provided and will make every effort to provide such training in a reasonable timeframe, and which may occur outside the regularly scheduled workday (and if outside the regularly scheduled workday, compensable).

ARTICLE P 2

PARAPROFESSIONAL TIME REQUIREMENTS

- P2.1 The normal work week for paraprofessionals shall be seven and one-half (7-1/2) continuous hours between the hours of 7:00 a.m. and 4:30 p.m. Monday through Friday, inclusive of a duty free lunch of 30 minutes and inclusive of two fifteen (15) minutes break periods per day, which shall be scheduled during the student day unless the affected paraprofessional and the supervising principal mutually agree to schedule break periods before or after the student day. The breaks and lunch hour shall not be combined, unless approved by the supervisor.

- P2.2 Paraprofessionals shall not be required to “clock in or out” but may be required to initial a roster upon arrival at their work location. Should a paraprofessional find it necessary to be absent, the paraprofessional shall notify AESOP in accordance with administrative regulations. If the paraprofessional is assigned to a student, such a paraprofessional shall notify the appropriate administrator.
- P2.3 A work year shall be 185 days unless otherwise mandated by State or Federal guidelines or regulations, in which case, paraprofessionals will be compensated at a per diem rate (i.e., the paraprofessional’s annual salary divided by 185) for each day worked beyond 185 days. Starting for the 2025- 2026 school year, the District will identify five inservice days, and the Association will then select three of those five days, which shall be identified to the District within 30 calendar days, and shall be designated as non-work days for paraprofessionals.
- P2.4 A paraprofessional who desires to leave the building before the end of the work day shall apply to the paraprofessional’s immediate supervisor for permission to leave at a specified time.
- P2.5 A paraprofessional may leave the building during the paraprofessional’s duty free lunch period, provided that the absence does not interfere with the paraprofessional’s duties. A paraprofessional may leave the building during breaks upon permission of the paraprofessional’s immediate supervisor, provided that the absence does not interfere with the paraprofessional’s duties.
- P2.6 If a paraprofessional is assigned to a student, he/she will travel and remain with that student during instructional time and to the extent set forth in the student’s IEP. However, this provision shall not infringe on the paraprofessional’s 30-minute duty free lunch or two 15-minutes break periods per day, which will be scheduled by the principal.

ARTICLE P 3

PARAPROFESSIONAL SALARY AND BENEFITS

Paraprofessionals who work in authorized programs beyond the normal work day [e.g. after school programs] will be compensated at their regular hourly rate. All hours worked beyond the normal work day must be approved in advance by the paraprofessional’s supervisor. All hours worked in excess of forty (40) hours per week shall be at (one and one-half) 1-1/2 times the para-professional’s hourly rate.

ARTICLE S 1

ADMINISTRATIVE ASSISTANT RIGHTS

S1.1 Disruptive Students

S1.1.1 Except in the case of an emergency, an administrative assistant shall not be assigned the responsibility of controlling or supervising a disruptive student. In the case of an

emergency, a reasonable effort shall be made to relieve the administrative assistant of such responsibility as soon as practicable.

S1.2 Substitutes – Administrative Assistants

S1.2.1 In buildings with only one (1) administrative assistant, a substitute will be employed if the administrative assistant is absent for one (1) day, provided students are in the building.

S1.2.2 The District shall make a good faith effort to provide coverage for administrative assistants in buildings with two (2) administrative assistants who use more than two (2) consecutive days of sick leave and/or vacation leave during the student session. Coverage will begin on the third (3rd) day of absence. No coverage will be provided if students are not in the building. This shall apply to buildings whose primary purpose is to provide education for grades K through 12.

ARTICLE S 2

ADMINISTRATIVE ASSISTANT TIME REQUIREMENTS

S2.1 The normal workday for administrative assistants shall be 7-1/2 continuous hours between the hours of 7:00 a.m. and 4:30 p.m. exclusive of lunch of 30 minutes and inclusive of two (2) 15 minute break periods per day. The breaks and lunch hour shall not to be combined, unless approved by the supervisor. Administrative assistants will be allowed to participate in the District Flexible Hours Procedure.

S2.2 Administrative assistants will not be required to arrange for substitute teachers, nurses, or paraprofessionals before or after regular working hours. The preceding sentence will not apply to an administrative assistant, if any, employed specifically for the purpose of arranging substitutes.

S2.3 All hours worked in excess of 7-1/2 hours per day must be approved in advance by the administrative assistant's supervisor. All hours worked in excess of 40 hours per week shall be at 1-1/2 times the administrative assistant's hourly rate.

S2.4 An administrative assistant who desires to leave the building before the end of the work day shall apply to the administrative assistant's immediate supervisor for permission to leave at a specified time.

S2.5 An administrative assistant may leave the building during the administrative assistant's duty-free lunch period, provided that the absence does not interfere with the administrative assistant's duties. An administrative assistant may leave the building during breaks upon permission of the administrative assistant's immediate supervisor, provided that the absence does not interfere with the administrative assistant's duties.

- S2.6 If the District decides to create a 10 month administrative assistant position(s), the salary for the 10 month position(s) shall be pro-rated to adjust the annualized State and local salary for the position to reflect the reduction in work days.
- S2.7 On professional development (PD) days within the 10-month student school year and on inclement weather days, Administrative Assistants may, when feasible and with administrator approval, work remotely, using a rotating schedule within their current building. This provision will be implemented on a pilot basis for the duration of this contract, and will be evaluated for possible modifications in any successor agreement.

ARTICLE S 3

ADMINISTRATIVE ASSISTANT WORK LOAD

- S3.1 When administrative assistant workload becomes excessive in the opinion of the employee(s) involved, the following process is to be used to voice the concern:
- a. The administrative assistant shall report this concern, in writing, to the principal or immediate supervisor. The principal/immediate supervisor shall, within five (5) work days of receiving the written concern, meet with the administrative assistant(s) involved to give reasons for the situation and explore methods, including additional staffing, to resolve the situation.
 - b. In the event the situation is not resolved at the building level, the administrative assistant(s) may, within five (5) school days of the principal's decision, appeal the matter, in writing, to the Superintendent. The Superintendent shall, within five (5) work days of receiving the appeal, meet with the administrative assistant(s) and principal to resolve the issue. The Superintendent's decision shall be final.

ARTICLE T 1

TEACHER RIGHTS

T 1.1 Conferences

When a parent contacts a teacher and expresses a desire for a conference with a teacher, the teacher shall schedule the conference at a mutually agreeable time. When a parent contacts the school office to express a desire for a conference with a teacher, and the teacher is notified in writing of the parent's desire for a conference, the teacher shall schedule the conference at a mutually agreeable time. Such a conference shall be scheduled within one (1) week of the date the teacher receives notification (directly from the parent, or by written notice from the school office) of the parent's request for the conference. If the teacher attempting to schedule such a conference is unable to reach the

parent by telephone, the teacher may schedule the conference by sending a note to the parent, or by an e-mail.

T1.2 Grades

A teacher shall maintain the right and responsibility to determine grades within the grading policy of the District based upon the teacher's professional judgment and the criteria pertinent to any subject area or activity. The principal may request an explanation of the manner in which a grade was determined.

T1.3 Academic Freedom

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the District. Accordingly, they agree as follows:

- a. Teachers shall be responsible for providing students opportunities to investigate all sides of any topics and materials introduced or presented and shall be especially responsible for providing such opportunities regarding controversial subjects. Such material must be relevant to the course of study, as defined in the course objectives, and appropriate to the maturity level and intellectual ability of the students. Teachers shall permit the expression of the opinions of others and encourage students to examine, analyze, and evaluate all available information about such topics and materials so that each student may form his/her own opinions. Teachers shall strive to promote tolerance of the opinions of others and of the right of individuals to form and hold differing opinions.
- b. Teachers do not have privileged status for statements which are libelous, slanderous, or which in any way violate the civil rights of others.
- c. Teachers shall deal with subject matter making current news in the same manner as course material.
- d. Teachers shall not use their position in the classroom to further personal political aims or for private gain.
- e. Any topic or material for which there is reason to believe that it might be of a controversial nature in the District (political, religion, etc.) should be reviewed by the teacher with the principal prior to presentation to students. All such items must be relevant to the course and used for the purpose of instruction with a fair presentation of all facets. It is not to be used to promote an individual's personal beliefs.

ARTICLE T 2

TEACHER TIME REQUIREMENTS

T2.1 Work year

T2.1.1 The in-school work year for teachers who are employed on a 10-month basis shall be 188 days, or as prescribed by State law; on an 11-month basis, 207 days; on a 12-month basis, not to exceed 222 days.

T2.1.2 The in-school work year for teachers assigned to teach agri-science who are initially hired after July 1, 2010 shall be for ten (10) months and 37.5 days. The in-school work year for teachers assigned to teach agri-science who were hired prior to July 1, 2010 shall be for twelve (12) months until they leave district service. This provision shall be exclusive to those teachers who teach agri-science at the District. This provision is non-precedential, non-transferable to any other employee and shall not constitute a past practice by either the District or the Association.

T2.2 Reporting to Work

T2.2.1 Teachers shall not be required to “clock in or out” but may be required to initial a roster upon arrival at their work location. Should a teacher find it necessary to be absent, the teacher shall notify AESOP, in accordance with administrative regulations. In no event shall teachers be required to, nor shall they, obtain their own substitutes.

T2.2.2 A good faith effort will be made to maintain a sufficient number of qualified substitutes and to employ a qualified substitute when a teacher, including specialists (Tech. Ed., Art, Home Economics, Shop, Health/Physical Education, Driver’s Ed, Librarian, Music, Nurse), is absent. If it is anticipated that a teacher will be absent for more than five consecutive days, a reasonable effort shall be made to employ a Class A substitute.

T2.3 The primary purpose of preparation time is for classroom preparation and related activities. A teacher may leave the building during his/her scheduled duty-free periods and/or preparation periods upon permission of the principal, provided such absence does not interfere with teacher’s professional duties and the privilege is not abused.

T2.4 Normal In-School Workday

T2.4.1 A teacher’s in-school workday shall be 7-1/2 continuous hours and will fall between the hours of 7:00 a.m. and 4:30 p.m. except for the Credit Advancement Program.

T2.4.2 Each teacher is expected to devote to his/her assignment the time necessary to meet the teacher’s professional responsibilities. Teachers shall not be required to attend events outside of the contract. Teachers who voluntarily participate (as an employee) in pre-approved District or school events beyond the normal workday may “bank” up to 7 hours with administrator approval. Such banked time can be exchanged only for attendance on

non-student workdays. All usage is subject to administrator approval. The minimum increment of banked time to be used is one hour.

T2.4.3 Teachers shall have a daily duty-free lunch period of not less than 30 minutes in addition to planning and preparation time. The duty-free lunch shall occur during the time scheduled for student lunches.

T2.5 Classroom teachers shall not normally be required to be present when specialist teachers such as teachers of art, physical education, music, library science, guidance, etc. are working with their pupils. However, in the case of library science and guidance, when this time is not a part of a classroom teacher's preparation period, then it may be appropriate and required that the classroom teacher be present.

T2.6 A good faith effort will be made to avoid assigning elementary counselors, psychologists, and speech therapists to cafeteria duty in order to maximize their direct service-time with students.

T2.7 Meetings

T2.7.1 In addition to the in-school workday, teachers shall participate in activities which promote the educational process and which are necessary to clarify school business or provide professional growth.

T2.7.2 Except in the case of an emergency, professional meetings shall take place after the pupil day and shall not exceed a total of 60 minutes per month. The principal may divide this time any way he/she chooses. Meetings shall not be scheduled for Fridays or on any day immediately preceding a holiday, except in an emergency.

T2.7.3 With the exception of emergency meetings, an agenda for a meeting shall be provided to teachers one (1) day in advance of the meeting.

T2.7.4 Teachers will participate in an annual open house.

T2.7.5 When a special education teacher identifies a need for release time, beyond the time annually allocated by Special Services for each building, for the purposes of IEP paperwork and/or meetings, a conversation between a teacher and building administrator shall occur. The building administrator shall consider providing coverage for that teacher.

T2.8 Planning and Preparation Time

T2.8.1 Teachers shall, in addition to their lunch period, receive 225 minutes of planning and preparation per week. With the exception of teachers teaching within the present half-day program, this time shall be in blocks of at least 45 minutes, one (1) per day, within the student day during which teachers will not be assigned to any other duties. Except in the case of an emergency, no teacher shall lose his/her planning and preparation time. School nurses have the responsibility to manage and schedule their 45-minute planning time while

meeting their professional responsibilities. This may mean that the uninterrupted 45-minute planning time within the student day is not ensured each day depending on the needs of the students on a particular day. School nurses will notify their administration of their intended planning time with the intent of having this time protected from interruptions. However, the nursing office will be inviting and accessible to students during the entire student day with no signage to the contrary.

T2.8.2 Every effort will be made to provide no more than three (3) preparations per day for the middle school/high school teachers.

T2.8.3 Teams may meet with the building administrator to request additional planning time for the purpose of coordinated and collaborative planning on behalf of all the students served by the team. A good faith effort will be made to provide members of teams a common planning period.

T2.8.4 The last 2 PLCs of each marking period shall be reserved for grade averaging, report cards, data collection, analysis, and related paperwork. Teachers will be guaranteed one (1) full inservice day that is closest to the end of each marking period/trimester to be used for grade averaging, report cards, data collection/analysis, and paperwork. This change will go into effect at the start of the 2025-2026 school year. Such days shall be unencumbered by building meetings, district meetings, and/or parent conferences. These inservice days may be used for other purposes only upon joint agreement by the Association and the District.

T2.8.5 Teachers will be guaranteed a minimum of two (2) full consecutive days within the first four (4) days for the opening of school to be used for the purposes of professional responsibilities as identified in the state-mandated teacher appraisal system to include classroom preparation time. This time shall be unencumbered by building meetings, District meetings, state-mandated trainings, or any pre-open house activities.

T2.9 Lesson Plans

T2.9.1 Teachers shall maintain current lesson plans. Each teacher shall plan lessons and teach course content in the manner which the teacher and the principal consider most practical and useful and which conforms to State and District curriculum requirements. Teachers shall not be required to submit standardized daily or weekly lesson plans, unless the requirement is imposed consistent with the State-mandated evaluation system.

T2.9.2 Lesson plans books for K-4 teachers in math and reading and Grades 5-12 in the teacher's core content area will adhere to the following guidelines:

As long as planning documents provide clear evidence that a teacher is addressing standards using the LFS model (EATS components), then the following diverse planning documents are acceptable:

- (a) The traditional plan book in which the teacher includes EATS – Essential Question, Activating Strategy, Teaching Strategy, Summarizing Strategy – components (i.e. notations regarding EATS items in the teacher’s notes or marking items).
- (b) An EATS template that teachers could use as an option (multiple versions possible).
- (c) An LFS unit plan used as a guide for teachers noting dates when the plan is to be implemented (these are typically collaboratively constructed plans).
- (d) Acquisition lessons with a notation of dates the lessons are to be implemented.

T2.9.3 In the event an employee is absent, and the absence is expected, instructional plans for the expected days out (but no more than 3 days) shall be available in advance for the substitute. In all other situations, each employee shall provide the principal with two (2) days of emergency plans, which could be implemented at any time during the year. Such plans shall be sufficiently detailed for the substitute to provide a productive lesson. Class lists, lesson plans, seating chart, and teacher’s daily schedule shall be easily available on the teacher’s desk for the substitute.

T2.9.4 Any teacher on leave for longer than a two (2) day period due to an incapacitating illness shall not be required to submit lesson plans for any continuing leave time with the exception of the expected absence as stipulated in Article T2.9.3.

T2.10 Extra Duty Work

A teacher who does not report to work and who is not excused by the Superintendent shall not report for extra duty work.

T2.11 Related service providers (SLPs, OTs, PTs, EDs, School Psychs, etc.) may, with supervisor or building administrator approval, work from a district office or conference room (with a closing door) one (1) day per month to allow for uninterrupted time for report writing, data review, etc.

ARTICLE T 3

TEACHER FACILITIES AND SUPPLIES

T3.1 School budgets will reflect provisions for the purchasing of consumable materials (non-text) and/or repair services for teachers whose job descriptions require the use of these items.

T3.2 Space shall be provided in each classroom in which the teacher may store instructional materials and supplies.

T3.3 Chalkboard/whiteboard space in every classroom will be available.

- T3.4 The Special Services budget will reflect provisions for supplies and materials to meet the needs of inclusion students, as specified by the students' IEPs, and to assist in the assimilation of such children into the general school population.
- T3.5 Textbooks and instructional materials in all subject areas and at all grade levels shall be selected to best show the cultural diversity and pluralistic nature of American society in both textual and illustrative material and reflect the most recent authoritative scholarship on the history and contributions of various racial, ethnic, and religious groups and their prominent representatives in American life.
- T3.6 Teachers will have the discretion to take students outside the building for classroom instruction on school grounds only after obtaining principal's permission.

ARTICLE T 4

TEACHER ASSIGNMENTS

T4.1 Changes in Assignment

- T4.1.1 If possible, teachers shall be notified in writing of a change in their subject assignments, building or room assignments and of their assignment to provide direct services to an inclusion student for the following year no later than June 30. If a subsequent change is necessary after June 30, the teachers shall be notified in writing as soon as the change becomes evident.
- T4.1.2 Class lists shall be distributed by the first inservice day for all grades except kindergarten. However, every effort shall be made to include kindergarten class lists in the aforementioned distribution.
- T4.1.3 Teachers may indicate, prior to June 1, preferences in their subject matter, course, grade level and room assignments to the principal. All preference requests shall be considered prior to the assignment of any teacher within the building.
- T4.1.4 A teacher with an assignment outside of the classroom shall, prior to June 1, have the right to contact the principal, principals and/or other administrators involved in developing the teacher's schedule for the purpose of indicating preferences in the teacher's schedule.

T4.2 Special Teaching Assignments

- T4.2.1 When all other factors are substantially equal, preference for employment shall be given to teachers who have taught the subject or grade level over outside candidates for an opening in summer school, homebound and federal programs, except when prohibited by program regulations or restrictions.

T4.3 Teachers shall not be responsible for diapering/toileting students, unless the assignment they are hired for requires it and they are trained for that specific duty.

T4.4 Miscellaneous

T4.4.1 The District shall make a reasonable effort to limit a teacher's assignment to not more than two buildings. Schedules of teachers who are so assigned shall be arranged so that they will not be required to travel between buildings more than once a day. The Association recognizes that, due to the nature of their specialties, it may be necessary for teachers assigned to Special Services to visit more than two buildings per day, but only when absolutely necessary.

T4.4.2 Teachers required to engage in travel as specified in T4.4.1 will receive scheduled travel time in addition to their preparation periods.

T4.4.3 Each teacher will be assigned to his/her own classroom whenever possible.

T4.5 Psychologists, speech and language therapists, hearing impaired therapists, and gifted and talented teachers will be allocated adequate storage and appropriate work space at the site where they are providing services. Such space will be assigned on the same basis as in T4.1.1.

T4.6 In buildings where locker room supervision is necessary, a physical education teacher of each gender will be employed to teach physical education. Selection of transferee will be made based on least seniority and the gender needed.

T4.7 Special Services teachers will not be required to seek out, secure or schedule their own rooms. Under no conditions shall space for such teachers be secured that would interfere with areas used by school staff for telephone communications, preparation or lounge.

ARTICLE T 5

TEACHER SABBATICAL LEAVE

T5.1 Teachers granted a sabbatical leave for a full school year shall receive a local salary supplement of \$2,000. Teachers granted a leave for one-half (1/2) year shall receive \$1,000. A teacher who is granted a sabbatical leave shall agree in writing in advance to return to the District for a period of one (1) year or repay the Board the amount of local supplement monies granted toward the sabbatical leave.

ARTICLE T 6

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

T6.1 Each principal, with the cooperation of the building liaison committee, will develop procedures and regulations for classroom control and discipline. Such rules and regulations shall

then be submitted to the Superintendent for review. In any case, administrator response to referrals for student behavior issues and/or misconduct shall align with the Student Code of Conduct, but in no event shall a grievance modify a student's records.

T6.2 Disruptive Students

T6.2.1 When a student's behavior becomes disruptive of the learning environment and/or detrimental to other students, the teacher shall notify the office and direct the student to an area designated by the administrator/designee. Determining further action regarding the student becomes the responsibility of the administrator, in accordance with the Student Code of Conduct and/or within the parameters described in 14 Del. C. §701, et seq.

T6.2.2 Copies of all discipline referrals shall be included in the student's discipline file unless removed by district office administration. Employees shall have access to the records of students in accordance with applicable laws, particularly FERPA.

ARTICLE T 7

CLASS SIZE

- T7.1 The Board and the Association agree that the pupil/teacher ratio is an important part of an effective educational program and is directly related to the volume of the teacher's work and that certain limits on class size represent a desired objective. Efficient class size is related to:
- a. The capacity of the teaching facilities, the number of adequate teaching stations and pupil stations in a room. The district will make a good faith effort to adhere to the current DOE formula for room area/student ratio.
 - b. The appropriateness of the room to the content of the course or purposes to be served and the methods to be employed, and the special needs of the students. The District recognizes that current research based teaching methods require additional classroom space and carefully planned classroom demographics.
 - c. The general conditions which affect the health, safety and effective supervision of the pupil.
 - d. The availability of sufficient books, supplies, and equipment.
 - e. The ability levels, severity of disabilities and needs of the students.
 - f. Available student behavior information.
 - g. The total teaching load of the teachers. The district recognizes the need to consider at the elementary level the number of students actually taught throughout the day, rather than the number of students in the teacher's homeroom.

- T7.2 When determining class size, class demographics shall be considered. The ratio of general education students and students with IEPs should be such that class sizes are responsive to student needs. Students whose IEPs stipulate their needs as “Intense” or “Complex” will be placed in an appropriate setting as determined by their IEP team. The SEA and the Smyrna School District will have a collaborative conversation regarding class sizes with respect to being able to respond appropriately to student needs. Teachers of students with IEPs will have full access to their students’ IEPs. When a teacher identifies a need for instructional or behavioral support for a student with an IEP, a conversation between the teacher, building administrator, and/or ED will occur. An IEP meeting will be scheduled, pursuant to IDEA and Delaware law.
- T7.3 When ratios or class size becomes excessive in the opinion of the teachers involved, the following process is to be used to voice the concern.
- a. The teachers shall report this concern, in writing, to the principal. The principal shall, within five (5) school days of receiving the written concern, meet with the teachers 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 teachers may, within five (5) school days of the principal’s decision, appeal the matter, in writing, to the Superintendent. The Superintendent shall, within five (5) school days of receiving the appeal, meet with the teachers and principal to resolve the issue.
- T7.4 The Association is aware that the addition of art, music, library, and physical education teachers in the elementary schools will require the adjustment of class size to free the necessary teacher units. However, the Board agrees that, should such a teacher serve more than one school, the increased student load shall be born equally by each participating school.
- T7.5 A program in instrumental band, art, music, library, and physical education will be developed, maintained, and staffed by appropriately certified personnel at the elementary level.
- T7.6 The factors listed in T7.1 will be considered in order to distribute an increased student enrollment appropriately and as equitably as possible among classrooms.

ARTICLE T 8
TEACHER HOMEBOUND PAY RATE

- T8.1 Teachers providing homebound instruction shall receive the rate of pay provided for by the State. Nurses will be paid at the same hourly rates as teachers.

This agreement shall be in effect as of July 1, 2024, and shall continue in effect until June 30, 2027.

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.

FOR THE DISTRICT

FOR THE ASSOCIATION

(President, Smyrna School District Board of Education)

(President, Smyrna Educators Association)

(Date)

(Date)

(Superintendent, Smyrna School District)

(Date)

SCHEDULE A
LOCAL SALARY SCHEDULES

FY 2025 SMYRNA PARA SALARY SCALE

<u>YEARS</u>	<u>ND</u>
0	\$6,195
1	\$6,216
2	\$6,238
3	\$6,259
4	\$6,281
5	\$6,302
6	\$6,324
7	\$6,345
8	\$6,367
9	\$6,388
10	\$6,409
11	\$6,432
12	\$6,451
13	\$6,473
14	\$6,495
15	\$6,517
16	\$6,538
17	\$6,559
18	\$6,581
19	\$6,602
20	\$6,624
21	\$6,632
22	\$6,639

\$350 supplement for possessing an associates degree or passing the para pro exam.

One-time bonus upon completion of specified years of district service:

5 years	\$600	20 years	\$1500
10 years	\$900	25 years	\$1800
15 years	\$1200	30 years	\$2100

FY 2025 SMYRNA CLERICAL SALARY SCALE

YEARS	Administrative Assistant	Senior Administrative Assistant	Financial Administrative Assistant I	Financial Administrative Assistant II
0	\$9,816	\$9,883	\$9,998	\$12,726
1	\$10,028	\$10,099	\$10,215	\$12,966
2	\$10,246	\$10,315	\$10,435	\$13,209
3	\$10,466	\$10,537	\$10,654	\$13,451
4	\$10,687	\$10,759	\$10,874	\$13,693
5	\$10,907	\$10,980	\$11,099	\$13,940
6	\$11,132	\$11,201	\$11,321	\$14,182
7	\$11,354	\$11,430	\$11,550	\$14,430
8	\$11,584	\$11,655	\$11,778	\$14,678
9	\$11,810	\$11,884	\$12,008	\$14,928
10	\$12,044	\$12,120	\$12,245	\$15,179
11	\$12,281	\$12,358	\$12,486	\$15,439
12	\$12,523	\$12,600	\$12,740	\$15,706
13	\$13,037	\$13,123	\$13,267	\$16,250
14	\$13,577	\$13,663	\$13,806	\$16,800
15	\$14,114	\$14,203	\$14,348	\$17,351
16	\$14,476	\$14,566	\$14,710	\$17,717

One-time bonus upon completion of specified years of district service:

5 years	\$600	20 years	\$1,500
10 years	\$900	25 years	\$1,800
15 years	\$1,200	30 years	\$2,100

FY 2025 SMYRNA CUSTODIAL SALARY SCALE

YEARS	Custodian	Firefighter	Maintenance	Craftsperson
0	\$8,632	\$9,138	\$12,257	\$17,010
1	\$8,762	\$9,267	\$12,470	\$17,245
2	\$8,890	\$9,396	\$12,698	\$17,483
3	\$9,020	\$9,526	\$12,940	\$17,736
4	\$9,149	\$9,653	\$13,129	\$17,933
5	\$9,276	\$9,781	\$13,330	\$18,138
6	\$9,405	\$9,909	\$13,528	\$18,340
7	\$9,533	\$10,039	\$13,731	\$18,549
8	\$9,663	\$10,169	\$13,935	\$18,761
9	\$9,791	\$10,298	\$14,141	\$18,972
10	\$9,919	\$10,429	\$14,357	\$19,189
11	\$9,990	\$10,502	\$14,570	\$19,403
12	\$10,062	\$10,574	\$14,653	\$19,490
13	\$10,133	\$10,648	\$14,743	\$19,579
14	\$10,204	\$10,723	\$14,826	\$19,665
15	\$10,275	\$10,793	\$14,907	\$19,746

\$1,000 supplement for employees classified as Maintenance and Craftsperson for each active trade license (i.e. electrician, plumber). This does not include a general contractor's license.

\$500 supplement for employees classified as Maintenance and Craftsperson for each active certification in district approved training programs taught in accordance with national standards.

One-time bonus upon completion of specified years of district service:

5 years	\$600	20 years	\$1,500
10 years	\$900	25 years	\$1,800
15 years	\$1,200	30 years	\$2,100

SCHEDULE B

EXTRA DUTY ATHLETIC SALARY SCHEDULE

July 1, 2024 through June 30, 2027

Schedule B
Extra Duty Athletic Salary Schedule
July 1, 2024 through June 30, 2027

Position	0+1	2 & 3	4 & 5	6 & 7	8+
SHS Athletic Director	\$5,913	\$6,326	\$6,782	\$7,282	Increment for coaching each year thereafter
SHS Football-Head Coach	\$3,860	\$4,193	\$4,558	\$4,960	
SHS Football - Assistant (7)	\$2,399	\$2,607	\$2,835	\$3,086	
SHS Field Hockey - Head Coach	\$2,981	\$3,225	\$3,494	\$3,789	
SHS Field Hockey - JV	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Field Hockey - Assistant	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Boys Soccer - Head Coach	\$2,981	\$3,225	\$3,494	\$3,789	
SHS Boys Soccer - JV	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Boys Soccer - Assistant	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Boys Volleyball - Head Coach	\$2,981	\$3,225	\$3,494	\$3,789	
SHS Boys Volleyball - JV	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Boys Volleyball - Assistant	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Girls Volleyball - Head Coach	\$2,981	\$3,225	\$3,494	\$3,789	
SHS Girls Volleyball - JV	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Girls Volleyball - Assistant	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Girls Volleyball - Freshman	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Cross Country	\$2,981	\$3,225	\$3,494	\$3,789	
SHS Cross Country - Assistant	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Girls Basketball - Head Coach	\$3,567	\$3,870	\$4,203	\$4,570	
SHS Girls Basketball - JV	\$2,505	\$2,722	\$2,963	\$3,226	
SHS Girls Basketball - Assistant	\$2,505	\$2,722	\$2,963	\$3,226	
SHS Girls Basketball - Freshman	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Boys Basketball - Head Coach	\$3,567	\$3,870	\$4,203	\$4,570	
SHS Boys Basketball - JV	\$2,505	\$2,722	\$2,963	\$3,226	
SHS Boys Basketball - Assistant	\$2,505	\$2,722	\$2,963	\$3,226	
SHS Boys Basketball - Freshman	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Wrestling - Head Coach	\$3,567	\$3,870	\$4,203	\$4,570	
SHS Wrestling - JV	\$2,505	\$2,722	\$2,963	\$3,226	
SHS Wrestling - Assistant	\$2,505	\$2,722	\$2,963	\$3,226	
SHS Indoor Track - Boys	\$2,688	\$2,903	\$3,139	\$3,399	
SHS Indoor Track - Girls	\$2,688	\$2,903	\$3,139	\$3,399	
SHS Girls Soccer - Head Coach	\$2,981	\$3,225	\$3,494	\$3,789	
SHS Girls Soccer - JV	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Girls Soccer - Assistant	\$2,082	\$2,258	\$2,452	\$2,665	

SHS Softball - Head Coach	\$2,981	\$3,225	\$3,494	\$3,789	
SHS Softball - JV	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Softball - Assistant	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Baseball - Head Coach	\$2,981	\$3,225	\$3,494	\$3,789	
SHS Baseball - JV	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Baseball - Assistant	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Girls Track	\$2,981	\$3,225	\$3,494	\$3,789	
SHS Boys Track	\$2,981	\$3,225	\$3,494	\$3,789	
SHS Track - Assistant (3)	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Girls Tennis	\$2,688	\$2,903	\$3,139	\$3,399	
SHS Boys Tennis	\$2,688	\$2,903	\$3,139	\$3,399	
SHS Tennis - Assistant	\$1,881	\$2,032	\$2,197	\$2,379	
SHS Golf	\$2,688	\$2,903	\$3,139	\$3,399	
SHS Boys Lacrosse - Head Coach	\$2,981	\$3,225	\$3,494	\$3,789	
SHS Boys Lacrosse - JV	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Boys Lacrosse - Assistant	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Girls Lacrosse - Head Coach	\$2,981	\$3,225	\$3,494	\$3,789	
SHS Girls Lacrosse - JV	\$2,082	\$2,258	\$2,452	\$2,665	
SHS Girls Lacrosse - Assistant	\$2,082	\$2,258	\$2,452	\$2,665	
Athletic Trainer - Fall	\$4,008	\$4,348	\$4,727	\$5,106	
Athletic Trainer - Winter	\$4,008	\$4,348	\$4,727	\$5,106	\$100
Athletic Trainer - Spring	\$4,008	\$4,348	\$4,727	\$5,106	
SHS Football Cheerleading	\$1,724	\$1,935	\$2,096	\$2,274	Increment
SHS Football Cheerleading - Assistant	\$1,207	\$1,355	\$1,467	\$1,591	
SHS Winter Cheerleading - Head Coach	\$1,724	\$1,935	\$2,096	\$2,274	for
SHS Winter Cheerleading - Assistant	\$1,207	\$1,355	\$1,467	\$1,591	
SHS Fitness Room - Supervisor Summer/Fall (2)	\$1,398	\$1,398	\$1,398	\$1,398	coaching
SHS Fitness Room - Supervisor Winter (2)	\$1,398	\$1,398	\$1,398	\$1,398	
SHS Fitness Room - Supervisor Spring (2)	\$1,398	\$1,398	\$1,398	\$1,398	each
SHS Unified Flag Football - Head Coach	\$1,207	\$1,355	\$1,467	\$1,591	
SHS Unified Track & Field - Head Coach	\$1,207	\$1,355	\$1,467	\$1,591	
SHS Unified Track & Field - Assistant	\$1,207	\$1,355	\$1,467	\$1,591	
SMS Athletic Director	\$2,688	\$2,853	\$3,036	\$3,236	
SMS Football - Head Coach	\$2,190	\$2,365	\$2,560	\$2,772	year
SMS Football - Assistant (2)	\$1,355	\$1,468	\$1,594	\$1,732	
SMS Field Hockey - Head Coach	\$1,906	\$2,064	\$2,238	\$2,430	thereafter
SMS Field Hockey - Assistant	\$1,355	\$1,468	\$1,594	\$1,732	
SMS Volleyball - Head Coach	\$1,906	\$2,064	\$2,238	\$2,430	
SMS Volleyball - Assistant	\$1,355	\$1,468	\$1,594	\$1,732	
SMS Boys Soccer	\$1,906	\$2,064	\$2,238	\$2,430	
SMS Boys Soccer - Assistant	\$1,355	\$1,468	\$1,594	\$1,732	

SMS Cross Country	\$1,906	\$2,064	\$2,238	\$2,430
SMS Cross Country - Assistant	\$1,355	\$1,468	\$1,594	\$1,732
SMS Girls Basketball	\$1,906	\$2,064	\$2,238	\$2,430
SMS Girls Basketball - Assistant	\$1,355	\$1,468	\$1,594	\$1,732
SMS Boys Basketball	\$1,906	\$2,064	\$2,238	\$2,430
SMS Boys Basketball - Assistant	\$1,355	\$1,468	\$1,594	\$1,732
SMS Wrestling	\$1,906	\$2,064	\$2,238	\$2,430
SMS Wrestling - Assistant	\$1,355	\$1,468	\$1,594	\$1,732
SMS Boys Baseball	\$1,906	\$2,064	\$2,238	\$2,430
SMS Boys Baseball - Assistant	\$1,355	\$1,468	\$1,594	\$1,732
SMS Softball	\$1,906	\$2,064	\$2,238	\$2,430
SMS Softball - Assistant	\$1,355	\$1,468	\$1,594	\$1,732
SMS Girls Soccer	\$1,906	\$2,064	\$2,238	\$2,430
SMS Girls Soccer - Assistant	\$1,355	\$1,468	\$1,594	\$1,732
SMS Boys Track	\$1,906	\$2,064	\$2,238	\$2,430
SMS Girls Track	\$1,906	\$2,064	\$2,238	\$2,430
SMS Track - Assistant	\$1,355	\$1,468	\$1,594	\$1,732
SMS Fall Cheerleading	\$1,144	\$1,238	\$1,343	\$1,458
SMS Winter Cheerleading - Head Coach	\$1,144	\$1,238	\$1,343	\$1,458
SMS Winter Cheerleading - Assistant	\$801	\$866	\$940	\$1,020
SMS Fall Trainer	\$1,398	\$1,398	\$1,398	\$1,398
SMS Winter Trainer	\$1,398	\$1,398	\$1,398	\$1,398
SMS Spring Trainer	\$1,398	\$1,398	\$1,398	\$1,398

For purposes of determining coaching experience, the following will be used interchangeably:

- Boys Soccer for Girls Soccer
- Boys Basketball for Girls Basketball
- Boys Tennis for Girls Tennis
- Boys Track for Girls Track or Winter Track
- Boys Baseball for Girls Softball
- Boys Lacrosse for Girls Lacrosse

Schedule C

Extra Duty Non-Athletic Salary Schedule

July 1, 2024 through June 30, 2027

Level 1	\$400
Level 2	\$800
Level 3	\$1,200
Level 4	\$1,600
Level 5	\$2,000

The listing of positions may be added to if individual building liaison committees choose to create new positions in order to fully utilize their authorized funding levels. Any newly created positions must be assigned a salary level and must not cause that school to exceed its authorized funding level. The authorized funding levels for each school is shown below. The filling of all positions is subject to the approval of the Smyrna School District Board of Education.

Smyrna High School	\$56,400
Smyrna Middle School	\$24,800
Clayton Intermediate School	\$9,400
JBM Intermediate School	\$11,000
Clayton Elementary School	\$7,600
North Smyrna Elementary School	\$7,600
Smyrna Elementary School	\$7,600
Sunnyside Elementary School	\$7,600
District	\$1,600
Special Services	\$6,400

Building	Count	Level	Amount
High School			
Band Director	1	5	\$4,000
Yearbook Advisor	1	5	\$2,000
ROTC Senior Officer	1	5	\$2,000
ROTC Junior Officer	1	4	\$1,600
Department Chair	9	4	\$14,400
Drama	1	4	\$1,600
Assistant Band Director	1	3	\$2,000
CTE Advisor	13	3	\$15,600
Junior Class Advisor	1	3	\$1,200
Senior Class Advisor	1	3	\$1,200
SGA	1	3	\$1,200
Sophomore Class Advisor	1	3	\$1,200
Audio Visual	2	2	\$1,600

Band Front	1	2	\$800
Chorus	1	2	\$800
Freshman Class Advisor	1	2	\$800
Webmaster	1	2	\$800
NHS Advisor	1	2	\$800
Math League	1	1	\$400
SEAS Advisor	1	1	\$400
Club Advisor	5	1	\$2,000

Building

Middle School

	Count	Level	Amount
Band	1	3	\$2,000
Student Government Advisor	1	3	\$1,200
Team Leader	8	3	\$9,600
Yearbook Advisor	1	3	\$1,200
Club Advisor	2	2	\$1,600
Chorus	1	2	\$800
FFA	2	2	\$1,600
STEM Advisor	2	2	\$1,600
BPA	1	2	\$800
Club Advisor	1	2	\$800
NHS	1	2	\$800
Club Advisor	1	1	\$400
DECA Advisor	1	1	\$400
Smyrna Pride	1	1	\$400
Spanish Club Advisor	1	1	\$400
Speech and Debate	1	1	\$400
Technology Advisor	1	1	\$400
Webmaster	1	1	\$400

Intermediate School

Band	1	2	\$1,000
Chorus	1	2	\$800
Department Chair - JBM	8	2	\$6,400
Department Chair - CIS	6	2	\$4,800
Yearbook Advisor	1	2	\$800
Club Advisor	2	2	\$1,600
Club Advisor	4	1	\$1,600
Webmaster	1	1	\$400

Elementary School

Chairperson	6	2	\$4,800
Yearbook Advisor	1	2	\$800
Chorus	1	1	\$400
Club Advisor	3	1	\$1,200
Webmaster	1	1	\$400

District				
	Lead Nurse	1	2	\$800
	Lead Counselor	1	2	\$800
Special Services				
	Restraint Trainers	8	2	\$6,400

PLC Lead stipend amounts shall be determined by the District each year based on funding resources. Stipend amounts for the upcoming year shall be communicated to employees by the June 30 prior to the effective school year.

APPENDIX A

DELAWARE CODE, TERMINATION OF SERVICES

TITLE 14

Education

Free Public Schools

CHAPTER 14. PROCEDURES FOR THE TERMINATION OF SERVICES OF PROFESSIONAL EMPLOYEES

Subchapter I. General Provisions

§ 1401. Definitions.

As used in this chapter:

(1) “Board” means a board of education of a reorganized school district.

(2) “Teacher” means any certificated professional employee of a public school district. It shall not include a person employed as assistant principal, principal, supervisor, administrative assistant, director, assistant superintendent or superintendent; except that any such person who has completed 3 years of service in the State, 2 years of which shall have been in the employ of the same board, may at that person’s own option elect to be assigned as a teacher in the employ of said board.

14 Del. C. 1953, § 1401; [50 Del. Laws, c. 39, § 1](#); [56 Del. Laws, c. 64](#); [57 Del. Laws, c. 113](#); [57 Del. Laws, c. 263, § 1](#); [66 Del. Laws, c. 255, § 1](#); [70 Del. Laws, c. 186, § 1](#);

§ 1402. Formal communications.

All formal communications between the teacher and the terminating board provided for in this chapter shall be by certified mail, with a return receipt requested.

14 Del. C. 1953, § 1402; [50 Del. Laws, c. 39, § 1](#); [75 Del. Laws, c. 18, § 1](#);

§ 1403. Application of chapter.

(a) Except as set forth in subsection (b) of this section, the provisions set forth in §§ 1411, 1412, 1413 and 1414 of this title, covering reasons for termination, notice of termination, hearings before a board and judicial review, shall apply to all teachers:

(1) Who began teaching in a Delaware public school prior to the end of the 2009/2010 school year and have completed 3 years of service in the State, 2 years of which shall be in the employ of the terminating board; or

(2) Who began teaching in a Delaware public school after the conclusion of the 2009/2010 school year and has completed at least 3 years of service in the State, at least 2 of which are in the employ of the terminating board, provided that said teacher has received at least 2 years of “Satisfactory” ratings in the “Student Improvement” component of the teacher appraisal process (established pursuant to § 1270 of this title) within a 3-year period. The 2 “Satisfactory” ratings need not be consecutive and the requirement for “Satisfactory” ratings need only be satisfied once in order for the provisions of §§ 1411 through 1414 of this title to apply.

(3) Who began teaching in a Delaware public school after the conclusion of the 2020-2021 school year and have completed at least 3 years of service in the State, at least 2 of which are in the employ of the terminating board, provided that said teacher has received at least 2 years of “Satisfactory” summative ratings in the teacher appraisal process (established pursuant to § 1270 of this title) within a 3-year period. The 2 “Satisfactory” ratings need not be consecutive and the requirement for “Satisfactory” ratings need only be satisfied once in order for the provision of §§ 1411 through 1414 of this title to apply.

(b) The provisions set forth in §§ 1411, 1412, 1413 and 1414 of this title shall not apply to teachers employed temporarily to replace professional personnel on leave of absence or to teachers holding temporary certificates.

(c) Time spent in military service shall not be counted as years of service for purposes of this chapter.

(d) Notwithstanding the provisions of paragraph (a)(2) of this section, due to the COVID-19 pandemic, the provisions set forth in §§ 1411, 1412, 1413 and 1414 of this title shall apply to teachers who began teaching in the 2017-2018 and 2018-2019 school years and have completed at least 3 years of service, at least 2 of which are in the employ of the terminating board.

14 Del. C. 1953, § 1403; [50 Del. Laws, c. 39, § 1](#); [55 Del. Laws, c. 80, §§ 1, 2](#); [57 Del. Laws, c. 529](#); [69 Del. Laws, c. 449, § 1](#); [77 Del. Laws, c. 459, §§ 1, 2](#); [83 Del. Laws, c. 282, § 2](#);

§ 1410. Notice of intention to terminate services.

(a) In the event that any board desires to dispense with the services of any teacher, such board shall give notice in writing to such teacher on or before May 15 of any year of its intention to terminate said teacher's services at the end of such school year. For teachers identified pursuant to § 1403(a)(1), (a)(2), (a)(3) or (d) of this title, such written notice shall state the reasons for such intended termination of services and shall be accompanied by a copy of this chapter; provided, however, that this requirement shall not apply to those teachers employed temporarily to replace professional personnel on leave of absence or those holding temporary certificates.

(b) Teachers other than those identified pursuant to § 1403(a)(1), (a)(2), (a)(3) or (d) of this title may, within 7 days of receiving notice of intention to terminate services, request in writing, the reason or reasons for such notice. The board will provide such reason or reasons in writing and a copy of this chapter no later than 5 days after receipt of such a request, provided that the stated reason or reasons must have either been contained in the teacher's performance appraisal, and the teacher was provided time to correct any deficiency through an individualized improvement plan or other documented materials properly placed in the teacher's personnel file prior to said notice. In providing the reason or reasons, the board is not limited to the reasons set forth in § 1411 of this title. Within 7 days of receiving the reason or reasons for the notice of intention to terminate services, a teacher may request in writing a conference with the board's superintendent for the purpose of discussing the reason or reasons and attempting to resolve any disputed matter. Within 10 days of receiving such a request for a conference, the superintendent shall personally provide the teacher a conference to review the matter. The conference with the superintendent is final and conclusive. The provisions of this subsection shall not apply to teachers employed temporarily to replace professional personnel on leave of absence or to teachers holding temporary certificates.

14 Del. C. 1953, § 1410; [50 Del. Laws, c. 39, § 1](#); [58 Del. Laws, c. 270](#); [69 Del. Laws, c. 449, §§ 2, 4](#); [77 Del. Laws, c. 459, §§ 2-5](#); [83 Del. Laws, c. 282, § 3](#);

§ 1411. Reasons for termination.

Termination at the end of the school year shall be for 1 or more of the following reasons: Immorality, misconduct in office, incompetency, disloyalty, neglect of duty, wilful and persistent insubordination, a reduction in the number of teachers required as a result of decreased enrollment or a decrease in education services. The board shall have power to suspend any teacher pending a hearing if the situation warrants such action.

14 Del. C. 1953, § 1411; [50 Del. Laws, c. 39, § 1](#);

§ 1412. Notice of termination.

In the event that a teacher fails to request a hearing, as herein provided, the aforesaid notice of intent to terminate services shall be construed as a notice of termination.

14 Del. C. 1953, § 1412; [50 Del. Laws, c. 39, § 1](#);

§ 1413. Hearing by terminating board.

(a) In the event that a teacher so notified shall within 10 days after the receipt of written notice of intention to terminate services request in writing an opportunity to be heard by the terminating board, the board shall set a time for such hearing to be held within 21 days after the date of receipt of said written request, and the board shall give the teacher at least 15 days' notice in writing of the time and place of such hearing. The hearing shall be conducted by a majority of the members of the board and shall be confined to the aforementioned written reasons as stated in the board's written notice of the board's intention to terminate the teacher's services. The conduct of such hearings and such rules of procedure as may be found necessary shall be left entirely to the discretion of the board provided that:

- (1) The teacher shall have the option to indicate whether or not that teacher wishes the hearing to be public, by so stating in that teacher's own written request for a hearing; otherwise the hearing shall be private;
- (2) The teacher may be represented by counsel;
- (3) The teacher and the board may subpoena witnesses. Subpoenas shall be issued by the secretary of the board upon written request, and such subpoenas shall be directed to the sheriff of the county where the witness resides or is employed within the State, and, upon service of such subpoena, the witness shall be compelled to appear subject to the same penalties for failure to appear that govern subpoena proceedings before the Superior Court of the State;
- (4) The teacher and the board and counsel for each may cross-examine witnesses;
- (5) Testimony before the board shall be under oath;
- (6) The testimony to be heard shall be confined to the reasons stated in the written notice of intent to terminate service. Any evidence shall be admissible during the hearing which is adjudged by the board to be pertinent to the reasons contained in the written notice which the teacher received and which stated the reasons for dismissal;
- (7) A stenographic record of the hearing shall be taken and prepared by a qualified court stenographer and paid for by the board, and shall be supplied to the teacher and the board within 10 days following the conclusion of the hearing;
- (8) The decision of the board shall be submitted in writing to the teacher within 15 days following the conclusion of the hearing;
- (9) If the decision is in favor of the teacher, the teacher shall be fully reinstated and shall receive all salary lost as a result of that teacher's temporary dismissal or suspension.

(b) Any provision of this chapter to the contrary notwithstanding, the board may designate a hearing officer to conduct the hearing prescribed by subsection (a) of this section under rules and regulations promulgated by the board. The hearing officer shall submit a report with a recommendation to the board, within 5 days of the conclusion of the hearing, which shall become part of the record. A majority of the board shall convene to review the records of the proceedings and, within 15 days of the hearing before the hearing officer, shall submit to the employee its decision in writing.

14 Del. C. 1953, § 1413; [50 Del. Laws, c. 39, § 1](#); [64 Del. Laws, c. 250, § 1](#); [70 Del. Laws, c. 186, § 1](#);

§ 1414. Judicial review.

A decision of the board shall be final and conclusive unless, within 10 days after a copy thereof has been received by the teacher, the teacher appeals to the Superior Court for the county in which the teacher was employed. In case of every such appeal, the cause shall be determined by the Court from the record which shall include a certified copy of the evidence, findings and the decision of the board, without the aid of a jury. The notice of appeal and all other matters regulating the appeal shall be in the form and according to the procedure as shall be provided by the Rules of the Superior Court. The Court shall decide all relevant questions of law and all other matters involved, and shall sustain any board action, findings and conclusions supported by substantial evidence. The Court may reverse, affirm or modify the decision of the board or remand the cause to the board for a rehearing. In case any cause shall be remanded to the board for a rehearing, the procedure and the rights of all parties to such cause shall be the same as in the case of the original hearing before the board. If the decision is in favor of the teacher, the teacher shall be fully reinstated and shall receive all salary lost as a result of that teacher's temporary dismissal or suspension.

14 Del. C. 1953, § 1414; [50 Del. Laws, c. 39, § 1](#); [70 Del. Laws, c. 186, § 1](#);

§ 1420. Reasons for termination; rights of teacher.

Termination of any teacher's services during the school year shall be for 1 or more of the following reasons: Immorality, misconduct in office, incompetency, disloyalty, neglect of duty or wilful and persistent insubordination. Such teacher shall be given the same opportunity to be heard and right of appeal as provided in §§ 1412, 1413 and 1414 of this title, and the board shall give notice in writing to such teacher of its intention to

terminate the services of such teacher at least 30 days prior to the effective date of termination. Such written notice shall state the reasons for such termination of services. The board shall have the power to suspend any teacher pending a hearing if the situation warrants such action.

14 Del. C. 1953, § 1420; [50 Del. Laws, c. 39, § 1](#);

APPENDIX B

DELAWARE CODE, LEAVES OF ABSENCE

TITLE 14

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. The employee's first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or grandparent-in-law.

b. Any friend living in the employee's household.

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

(f) (1) An employee may be absent without loss of pay no more than 5 days per fiscal year for personal reasons of the employee. These absences are included in the employee's sick leave. The procedure for granting or denying a request to be absent for personal reasons is as follows:

a. Requests to be absent for personal reasons may be approved by building level administrators, provided that the building level administrator cannot ask the employee the reason for the request.

b. Requests that are being considered for denial shall be forwarded to the chief school officer or the local education agency human resources administrator designated for processing such requests. The chief school officer and the human resources administrator may ask the employee the reason for the request, provided that the employee is not required to provide the reason for the request.

c. A request to be absent for personal reasons may only be denied if school operational requirements cannot be met.

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

1. To appear under subpoena to testify, unless the employee is 1 of the parties in the proceeding or the subpoena arises from other employment or activities of the employee.

2. To report to serve on a jury.

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

c. An employee shall notify the building level administrator in advance of the need to be absent under this paragraph (f)(2) and provide a copy of the subpoena or jury duty notification.

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

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

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

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

(k) A duly elected president of the Delaware State Education Association, as defined in Chapter 40 of this title, who requests a leave of absence without pay from a school board shall be granted a leave of absence by said school board from service for the duration of the elected term. Said employee shall be eligible to purchase health insurance for said employee's own self and eligible dependents and other state benefits at that employee's cost during said leave of absence. Other duly elected officers of the Delaware State Education Association shall be granted 45 release days by the employing board to represent the Association for education-related business. The Association shall be responsible for the costs of substitute teachers when utilized to provide coverage for the elected officer. In addition, when the Association determines the need and makes a request for the hiring of a teaching partner, the duly elected officer shall be granted no less than 60 or more than 100 release days by the employing school board to represent the Association for education-related business. The teaching partner will be hired on a full-time and annual basis to ensure continuity of instruction during periods of time when the Association officer is engaging in education-related business as a representative of the Association. Release time granted pursuant to this section shall be in addition to other leaves granted the employee by this section. The Association shall be responsible for the cost incurred related to the hiring of the teaching partner.

(l) An employee is entitled to a maximum of 5 days of paid bereavement leave under the same circumstances set forth in § 5125 of Title 29.

14 Del. C. 1953, § 1318; [50 Del. Laws, c. 436, § 1](#); [50 Del. Laws, c. 602, § 1](#); [51 Del. Laws, c. 44](#); [55 Del. Laws, c. 147](#); [56 Del. Laws, c. 39](#); [56 Del. Laws, c. 287](#); [57 Del. Laws, c. 238](#); [58 Del. Laws, c. 120](#); [58 Del. Laws, c. 306, § 5f](#); [58 Del. Laws, c. 549](#); [59 Del. Laws, c. 456, § 1](#); [59 Del. Laws, c. 503, § 1](#); [62 Del. Laws, c. 35, § 1](#); [62 Del. Laws, c. 154, § 1](#); [62 Del. Laws, c. 345, § 1](#); [63 Del. Laws, c. 167, § 1](#); [66 Del. Laws, c. 96, § 1](#); [67 Del. Laws, c. 117, § 1](#); [68 Del. Laws, c. 84, §§ 186, 187](#); [69 Del. Laws, c. 64, § 272](#); [70 Del. Laws, c. 186, § 1](#); [70 Del. Laws, c. 425, § 351](#); [71 Del. Laws, c. 136, § 1](#); [71 Del. Laws, c. 180, § 69](#); [72 Del. Laws, c. 215, § 1](#); [72 Del. Laws, c. 294, § 39](#); [72 Del. Laws, c. 395, § 352](#); [73 Del. Laws, c. 74, § 346](#); [73 Del. Laws, c. 312, § 258](#); [74 Del. Laws, c. 68, § 270](#); [74 Del. Laws, c. 307, §§ 308\(c\), 309](#); [75 Del. Laws, c. 89, § 343](#); [75 Del. Laws, c. 298, § 1](#); [75 Del. Laws, c. 350, § 354](#); [81 Del. Laws, c. 117, § 1](#); [84 Del. Laws, c. 19, § 1](#); [84 Del. Laws, c. 42, § 1](#); [84 Del. Laws, c. 122, § 1](#); [84 Del. Laws, c. 331, § 1](#); [84 Del. Laws, c. 514, § 23](#);

§ 1318A. Donated leave program.

(a) For purposes of this section:

(1) "Catastrophic illness" means any illness or injury to an employee or an employee's family member which is diagnosed by a physician and certified by the physician as rendering the employee or employee's family member unable to work, or, in the case of a family member who does not work, the medical equivalent of "unable to work," for a period greater than 5 calendar weeks. Separate periods of disability lasting 7 consecutive work days or more each, and totaling more than 5 calendar weeks, resulting from the same or a related illness or injury and occurring within any 12-month consecutive period, are considered the same period of disability.

(2) "Child" means an immediate descendant by blood or adoption and of any age.

(3) "Donated leave program" means a program that meets all of the following:

a. Is one in which 1 or more employees of a public school district may transfer accrued, unused sick leave days to 1 or more other employees of the same public school district.

b. Is established by the public school district as a local Board of Education policy or pursuant to the terms of a collective bargaining agreement negotiated under the terms of Chapter 40 of this title.

c. Is consistent with the provisions set forth in subsection (b) of this section.

(4) "Family member" means an employee's spouse, child, or parent who resides with the employee and who requires the personal attendance of the employee during the spouse's, child's, or parent's catastrophic illness.

- (b) Any donated leave program must comply with all of the following requirements:
- (1) Employees wishing to donate accrued sick leave must donate in increments of whole days.
 - (2) Donated days are available only for recipients within the public school district for a catastrophic illness of a recipient or a recipient's family member.
 - a. Donated leave may be used by the recipient for subsequent absence because of personal medical treatments or personal illness directly related to the recipient's catastrophic illness as certified by the physician.
 - b. Paragraph (b)(2)a. of this section is limited to an absence that occurs because of a recipient's catastrophic illness not a family member's catastrophic illness.
 - (3) The local school district shall convert the donated leave available for use by a recipient into cash value at the donor's rate of pay, shall re-convert the cash value to hours of leave at the recipient's rate of pay, and shall then credit the recipient's account.
 - (4) The recipient of the donated leave shall have been an employee with the local school district for at least 6 months before that employee is eligible for donated leave time.
 - (5) a. Except as provided in paragraph (b)(5)b. of this section, when the donated leave is for the catastrophic illness of a recipient, the recipient must have used all of the recipient's own sick days and personal days and half of the recipient's annual leave, where applicable. Except as provided in paragraph(b)(5)b. of this section, when the donated leave is for the catastrophic illness of a family member, the recipient must have used all of the recipient's own sick days, personal days, and annual leave.
 - b. If a recipient is not eligible for annual leave, the recipient must have used all of the recipient's personal days and all but 3 of the recipient's sick days.
 - (6) The recipient shall have established medical justification for such receipt, which must be renewed every 30 days during any absence.
 - (7) No potential donor nor any other person shall sell any accrued leave which might otherwise be donated under this section.
 - (8) The liability of the State under this program shall be limited to paying the state share of salary, benefits and other employment costs paid to employees for sick leave properly utilized pursuant to a donated leave program established pursuant to and in compliance with this section and § 4002 of this title, if applicable.
 - (9) Any recipient of this program is subject to a 1-work-year cap with the number of days equal to 188 days for a 10-month employee; 207 days for 11-month employees; and 222 days for a 12-month employee.
 - (10) If a long-term disability program is available to employees, a period of disability defined herein shall be limited to the waiting or elimination period defined in the policy.
 - (11) Not prohibit participation by employees based on inclusion in or exclusion from a certified bargaining unit.
- (c) The Department of Education is authorized to operate a donated leave program. Such donated leave program shall conform, to the extent practicable, to the provisions of § 5956 of Title 29.
- (d) Donated leave received by an employee of a public school district under this section is to run concurrently with any leave available under the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.

71 Del. Laws, c. 136, § 2; 70 Del. Laws, c. 186, § 1; 71 Del. Laws, c. 354, § 390; 72 Del. Laws, c. 294, § 44; 72 Del. Laws, c. 395, § 353; 72 Del. Laws, c. 440, §§ 1-5; 73 Del. Laws, c. 74, § 347; 73 Del. Laws, c. 312, § 259; 73 Del. Laws, c. 321, § 15; 74 Del. Laws, c. 68, § 269; 74 Del. Laws, c. 307, § 308(b); 74 Del. Laws, c. 402, §§ 1-3; 75 Del. Laws, c. 89, § 342; 81 Del. Laws, c. 187, § 1; 84 Del. Laws, c. 277, §§ 1, 3;

§ 1318B. Leave for bone marrow or organ donation.

- (a) *Definitions.* — As used in this section:

- (1) “Bone marrow” means the soft material that fills the human bone cavities;
- (2) “Bone marrow donor” means a person from whose body bone marrow is taken to be transferred to the body of another person;
- (3) “Organ” means a human organ that is capable of being transferred from the body of a person to the body of another person;
- (4) “Organ donor” means a person from whose body an organ is taken to be transferred to the body of another person.

(b) In any calendar year, a teacher or school employee is entitled to the following leave in order to serve as a bone marrow donor or organ donor:

- (1) No more than 7 days of leave to serve as a bone marrow donor;
- (2) No more than 30 days of leave to serve as an organ donor.

(c) A teacher or school employee may use the leave provided by this section without loss or reduction of pay, leave to which the teacher or employee is otherwise entitled, credit for time or service, or performance or efficiency rating.

(d) This section applies to teachers and school employees who are included in a collective bargaining unit, unless a collective bargaining agreement contains provisions dealing with leave for bone marrow donation and organ donation.

[73 Del. Laws, c. 104, § 2;](#)

§ 1319. Records of absences; proof.

Each employing board shall keep an accurate record of the absences from duty and reasons therefor of all employees for whatsoever reason, and may require a statement from the employee when absent because of illness to the effect that the employee was unable to perform that employee’s own duties during the period of absence. The board may request a physician’s certificate if in its judgment this is necessary.

14 Del. C. 1953, § 1319; [50 Del. Laws, c. 436, § 1;](#) [50 Del. Laws, c. 602, § 1;](#) [70 Del. Laws, c. 186, § 1;](#)

§ 1320. Deduction for unexcused absence.

For each day’s absence for reasons other than those permitted under § 1318 of this title, there shall be deducted $\frac{1}{185}$ in the fiscal year beginning July 1, 1999; $\frac{1}{187}$ in the fiscal year beginning July 1, 2000; $\frac{1}{188}$ for the fiscal year beginning July 1, 2001; and each succeeding fiscal year, of the annual salary; $\frac{1}{201}$ in the fiscal year beginning July 1, 1999; $\frac{1}{206}$ in the fiscal year beginning July 1, 2000; $\frac{1}{207}$ for the fiscal year beginning July 1, 2001; and each succeeding fiscal year, of the annual salary; $\frac{1}{222}$ for an employee who is employed for 12 months, for each day of unexcused absence.

14 Del. C. 1953, § 1320; [50 Del. Laws, c. 436, § 1;](#) [50 Del. Laws, c. 602, § 1;](#) [57 Del. Laws, c. 333, § 12;](#) [68 Del. Laws, c. 84, § 188;](#) [69 Del. Laws, c. 64, § 273;](#) [72 Del. Laws, c. 294, § 40;](#) [72 Del. Laws, c. 395, § 354;](#) [73 Del. Laws, c. 74, § 348;](#) [73 Del. Laws, c. 312, § 260;](#) [74 Del. Laws, c. 68, § 271;](#) [74 Del. Laws, c. 307, § 308\(d\);](#) [75 Del. Laws, c. 89, § 344;](#)

§ 1327. Leave of absence for person in military service.

(a) If a regularly appointed and employed principal, teacher or other employee of a school district is called to the service of or voluntarily enters 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 3 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 had been in the continuous service of the

board during the period of the leave of absence; provided, such regularly appointed and employed principal, teacher or other employee has received a certificate of satisfactory completion of military service.

(b) Any principal, teacher or other school employee taking a leave of absence authorized by subsection (a) of this section who, as a member of the Delaware National Guard or a United States military reserve organization, has been ordered to active duty to augment active forces for any operational mission, shall continue to receive the principal's, teacher's or other school employee's state compensation during the initial period of active duty prescribed by the military, to be reduced by any military compensation received. While on such leave of absence, for a period not to exceed 2 years, the employee and the employee's dependents shall continue to receive benefits provided under any applicable group health insurance plan offered by the school district, provided that the employee continues to pay any employee-share premium for such plan. The Department of Human Resources shall develop any rules and regulations necessary to implement the provisions of this subsection. These rules shall make it the responsibility of the employee to initiate the claim and supply the required military pay information. The State shall be responsible for collecting information relating to state compensation. Claims shall be filed within 90 days of release from active duty or passage of this legislation, whichever is later.

(c) For the purpose of subsection (b) of this section state compensation shall be limited to the state share of the base salary as calculated from the appropriate salary schedule, administrative supplements and all other stipends. Military compensation shall include base salary, basic allowance for quarters (BAQ), basic allowance for subsistence (BAS), hazardous duty pay and all other supplemental compensation multiplied by the ratio of state compensation to total compensation.

(d) 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.

14 Del. C. 1953, § 1327; 56 Del. Laws, c. 292, § 18; 68 Del. Laws, c. 21, § 1; 70 Del. Laws, c. 186, § 1; 73 Del. Laws, c. 429, § 1; 74 Del. Laws, c. 190, § 1; 74 Del. Laws, c. 421, § 1; 75 Del. Laws, c. 88, § 20(2); 75 Del. Laws, c. 234, § 1; 81 Del. Laws, c. 66, § 9;

§ 1333. Paid leave for birth of a child or adoption of a child.

(a) Any full-time employee or employee who has been employed by a reorganized school district, charter school or vocational school district for at least 1 year, shall be entitled to 12 weeks of paid leave upon the birth of a child of the employee, or upon the adoption by the employee of a child who is 6 years of age or younger.

(b) The entitlement to leave under subsection (a) of this section shall expire at the end of the 12-month period beginning on the date of such birth or adoption.

(c) Without regard to length of employment, a full-time or part-time employee of a reorganized school district, charter school, or vocational school district shall be entitled to use accumulated sick leave upon the birth of a child of the employee, or upon the adoption of a child who is 6 years of age or younger.

(d) The rights and benefits described in this section shall run concurrently with any rights and benefits available under the Family Medical Leave Act, 29 U.S.C. § 2601 et seq. for the birth and adoption of a child and short-term disability benefit pursuant to § 5253 of Title 29 for the birth of a child.

(e) No state agency, board, department, reorganized school district, charter school, vocational school district or other employing officer or agency of this State may alter or terminate the benefits of or terminate the employment of any full-time employee as a result of taking leave pursuant to this section.

29. Del C. § 5110. Election of employee to public office; leave.

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 the duties in such office. Upon the completion of such leave, the employee shall be reinstated in the position which the employee held at the time such leave of absence was granted.

APPENDIX C
TITLE 14
Education
Free Public Schools
CHAPTER 12. EDUCATOR LICENSURE, CERTIFICATION, EVALUATION, AND
PROFESSIONAL DEVELOPMENT

Subchapter VII. Educator Evaluations

§ 1270. The Delaware Performance Appraisal System II.

(a) An educator holding an initial license pursuant to § 1210 of this title must receive a Delaware Performance Appraisal System II (DPAS II) evaluation annually. An educator holding a continuing license pursuant to § 1211 of this title or an advanced license pursuant to § 1213 of this title must receive a Delaware Performance Appraisal System II (DPAS II) evaluation at least every 2 academic years. For purposes of this subchapter only, the term “educator” shall also include specialists who practice in Delaware public schools, whether or not they are licensed and certified by the Department. The evaluation must be consistent with the Delaware Professional Teaching Standards and the Delaware Administrators’ Standards, and must otherwise be in accordance with the criteria and requirements of this section.

(b) The Department, with the consent of the State Board of Education, shall promulgate rules and regulations to administer the Delaware Performance Appraisal System II (DPAS II). The DPAS II must include an overall rating and a student-improvement component rating, and must identify what constitutes satisfactory performance and unsatisfactory performance on the overall evaluation and on each component of the evaluation. For the purposes of § 1273 of this title, DPAS II must also include a definition of “pattern of ineffective teaching” and define “pattern of ineffective administration” as it relates to unsatisfactory performance on the overall DPAS II evaluation.

(c) (1) DPAS II must have no more than 5 components and must have a strong focus on student improvement, with 1 component dedicated exclusively to student improvement. All components must be weighted equally beginning in the 2017-18 academic year.

(2) For all Part A and Part B goals, the educator, as well as the administrator, may propose measures to be used to provide data to judge progress towards the goals. The proposed measures must be approved by the administrator, and not result in additional assessments for students. With regard to Part B goals, the measures must be selected from a list of the standardized measures approved by the Department.

(3) The measure of student improvement must take into consideration student absence, student mobility, student chronic noncompliance with school rules, chronic failure by parents to abide by the Parents’ Declaration of Responsibilities under § 157 of this title, and other factors that may adversely affect the evaluation. If a student has missed more than 15% of the class time, the student’s performance shall only be used with the agreement of the teacher under this chapter.

(d) A local school district may develop and implement other assessment tools that measure annual student improvement, including assessments in other content areas. Assessment tools developed and implemented pursuant to this subsection must be approved by the Secretary and must be funded with local funds.

(e) Nothing in this section prevents a local school district from administering other evaluations in addition to the Delaware Performance Appraisal System II, provided that administration of additional evaluations is reported to the Department.

(f) A local school district, vocational-technical school district or charter school may make application to the Department for a waiver of the provisions of the DPAS II evaluation system, which shall be granted, subject to the provisions of rules and regulations promulgated pursuant to this subchapter, if the request for a waiver is based on a locally developed evaluation process that is demonstrated to be the product of the collective bargaining process pursuant to Chapter 40 of this title and community review and is as rigorous and as educationally sound as DPAS II, provides for evaluating educator performance by measuring student growth

using multiple measures over the course of a curricular year, and contains a mechanism for certifying evaluators and for quality control.

(g) The Department shall implement the Delaware Teacher Growth and Support System through a pilot program in no less than 3 local education agencies for the 2021-2022 academic year. During the 2022-2023 academic year, additional nonparticipating local education agencies may join the pilot program. The pilot program shall weigh all performance areas equally, shall incorporate professional growth plans for teachers, and shall meet the following requirements for each participating local education agency:

(1) Any such pilot program shall be conducted with the consent of the local education agency and organization representing the local education agency's educators for collective bargaining purposes, if applicable.

(2) The performance area dedicated to student improvement shall contain a Part I and a Part II. Part I shall contain at least 1 individual professional learning goal created by the teacher and administrator that is focused on the continuous improvement of skills aligned to the Delaware Teacher Growth and Support System teacher observation rubric. Part II shall contain at least 2 individual student improvement goals selected by the teacher and administrator that demonstrate the teacher's contribution to student growth for his or her current cohort of students. If the teacher and administrator do not agree, the administrator's decision is final. Each "Part II" goal shall be based upon a measure that has been approved by the Department. Measures may be created by a local education agency but must be approved by the Department prior to use. The administrator shall assess the progress toward goals, regardless of whether the teacher has satisfied the requirements of § 1403(a) of this title, is on a directed professional growth plan, or has a satisfactory rating on his or her most recent performance evaluation.

(3) Notwithstanding any other provision of law, rule or regulation to the contrary, grades 3 through 8 and high school state assessments required under § 151 of this title shall not be required as a measure of student growth as part of a teacher's evaluation.

(4) The measure of student improvement must take into consideration student absence, student mobility, student chronic noncompliance with school rules, chronic failure by parents to abide by the Parents' Declaration of Responsibilities under § 157 of this title, and other factors that may adversely affect the evaluation. If a student has missed more than 15% of the class time, the student's performance shall only be used with the agreement of the teacher under this chapter.

(5) a. Local education agencies that participated in the 2021-2022 school year pilot may continue to use the Delaware Teacher Growth and Support System during the 2022-2023 academic year. Evidence collected and feedback provided under this subsection shall be used as part of a teacher's evaluation cycle and to assign an official summative rating for the 2022-2023 academic year. Any local education agency that participated in the 2021-2022 school year pilot that does not continue to use the Delaware Growth and Support System during the 2022-2023 school year shall apply to the Department for approval to revert back to the Delaware Performance Appraisal System II (DPAS II) or an approved alternate evaluation system.

b. Any such decision regarding continued use of the Delaware Teacher Growth and Support System during the 2022-2023 school year shall be made with the consent of the school district and organization representing the district's educators for collective bargaining purposes. Approval granted under this subsection shall be for the 2022-2023 school year only.

c. For the 2022-2023 school year any local education agency that makes the decision not to continue with the Delaware Teacher Growth and Support System shall implement DPAS II or an approved alternate evaluation system in accordance with this section.

(6) Beginning with the 2023-2024 academic year, the Delaware Teacher Growth and Support System will replace the Delaware Performance Appraisal System II for all licensed and certified teachers.

(h) (1) Notwithstanding any provision of this section, the Delaware Performance Appraisal System II under this section is modified for the 2021-2022 and 2022-2023 academic school years. Educators must engage in an observation and feedback cycle to provide coaching, and support to encourage all of the following:

a. Relationship building.

- b. Student engagement in learning.
 - c. Standards-aligned curriculum implementation.
- (2) The observation and feedback cycle under paragraph (h)(1) of this section must include all of the following:
- a. An initial goal setting process.
 - b. Classroom observation:
 - 1. Experienced teachers shall receive a minimum of 1 announced or unannounced observation within the observation and feedback cycle.
 - 2. Novice teachers shall receive a minimum of 2 announced or unannounced observations within the observation and feedback cycle.
 - c. An end-of-year conference between the educator and evaluator.
- (3) The evaluator shall record feedback provided to an educator under this subsection in the Data Service Center platform and must include all of the following:
- a. Component and Criterion level ratings as developed for the 2020-2021 school year and shared by the Department in a guidance document.
 - b. Any narrative language related to recommendations or commendations on the educator’s performance.
- (4) The only forms that an educator must complete under this subsection are the following:
- a. The goal setting form.
 - b. A verification form, created by the Department, to ensure that the educator’s observation and feedback cycle has been completed.
- (5) Evidence collected and feedback provided during observations under this subsection may be used as part of the evaluation cycle and to assign a summative rating for the 2021-2022 and 2022-2023 academic years.
- (6) [Repealed.]

72 Del. Laws, c. 294, § 2; 70 Del. Laws, c. 186, § 1; 72 Del. Laws, c. 295, § 2; 73 Del. Laws, c. 44, §§ 10, 11; 73 Del. Laws, c. 84, § 2; 74 Del. Laws, c. 13, §§ 8-12; 75 Del. Laws, c. 77, § 38; 78 Del. Laws, c. 53, § 46; 79 Del. Laws, c. 221, § 1; 80 Del. Laws, c. 429, §§ 1-4; 83 Del. Laws, c. 5, § 1; 83 Del. Laws, c. 116, §§ 1, 4; 83 Del. Laws, c. 282, § 1;

§ 1270A. Delaware Teacher Growth and Support System

- (a) Teachers holding an initial license pursuant to § 1210 of this title, a continuing license pursuant to § 1211 of this title, or an advanced license pursuant to § 1213 of this title must receive an annual evaluation through the Delaware Teacher Growth and Support System. The evaluation must be consistent with the Delaware Professional Teaching Standards and must otherwise be in accordance with the criteria and requirements of this section.
- (b) The Department, with the consent of the State Board of Education, shall promulgate rules and regulations to administer the Delaware Teacher Growth and Support System. The Delaware Teacher Growth and Support System must include an overall rating and a student-improvement rating and must identify what constitutes satisfactory performance and unsatisfactory performance on the overall evaluation and on each performance area of the evaluation. For the purposes of § 1273 of this title, Delaware Teacher Growth and Support System must also include a definition of “pattern of ineffective teaching” as it relates to unsatisfactory performance on the overall Delaware Teacher Growth and Support System evaluation.
- (c) (1) The Delaware Teacher Growth and Support System will have no more than 5 performance areas, as determined by the Department, with a required strong focus on student improvement, with 1 performance area dedicated to student improvement. All performance areas must be weighted equally.

(2) The performance area dedicated to student improvement shall contain a Part I and a Part II. Part I shall contain at least 1 individual professional learning goal created by the teacher and administrator that is focused on the continuous improvement of skills aligned to the Delaware Teacher Growth and Support System teacher observation rubric. Part II shall contain at least 2 individual student improvement goals created by the teacher and administrator that demonstrate the teacher's contribution to student growth for his or her current cohort of students. If the teacher and administrator do not agree, the administrator's decision is final. Each "Part II" goal shall be based upon a measure that has been approved by the Department. Measures may be created by a local education agency but must be approved by the Department prior to use. The administrator shall assess the progress toward goals, regardless of whether the teacher has satisfied the requirements of § 1403(a) of this title, is on a directed growth plan, or has earned a satisfactory rating on his or her most recent performance evaluation.

(3) Notwithstanding any other provision of law, rule or regulation to the contrary, grades 3 through 8 and high school state assessments required under § 151 of this title shall not be required as a measure of student growth as part of a teacher's evaluation.

(4) The measure of student improvement must take into consideration student absence, student mobility, student chronic noncompliance with school rules, chronic failure by parents to abide by the Parents' Declaration of Responsibilities under § 157 of this title, and other factors that may adversely affect the evaluation. If a student has missed more than 15% of the class time, the student's performance shall only be used with the agreement of the teacher under this chapter.

(d) A local education agency may develop and implement other assessment tools that measure annual student improvement, including assessments in other content areas. Assessment tools developed and implemented pursuant to this subsection must be approved by the Secretary and must be funded with local funds.

(e) Nothing in this section prevents a local education agency from administering other evaluations in addition to the Delaware Teacher Growth and Support System, provided that administration of additional evaluations is reported to the Department.

(f) A local education agency may make application to the Department for a waiver of the provisions of the Delaware Teacher Growth and Support System, which shall be granted, subject to the provisions of rules and regulations promulgated pursuant to this subchapter, if the request for a waiver is based on a locally developed evaluation process that is demonstrated to be the product of the collective bargaining process pursuant to Chapter 40 of this title and community review and is as rigorous and as educationally sound as the Delaware Teacher Growth and Support System, provides for evaluating educator performance by measuring student growth using multiple measures over the course of a curricular year, and contains a mechanism for certifying evaluators and for quality control.

[70 Del. Laws, c. 186, § 1](#); [83 Del. Laws, c. 116, § 2](#);

§ 1270B. Delaware Performance Appraisal System II.

(a) For purposes of this subchapter only, Delaware Performance Appraisal System II applies only to specialists and administrators who practice in Delaware public schools. An administrator or specialist holding an initial license pursuant to § 1210 of this title must receive a Delaware Performance Appraisal System II evaluation annually. An administrator or specialist holding a continuing license pursuant to § 1211 of this title or an advanced license pursuant to § 1213 of this title must receive a Delaware Performance Appraisal System II evaluation at least every 2 academic years. The evaluation must be consistent with the Delaware Framework for Specialists and the Delaware Administrators' Standards and must otherwise be in accordance with the criteria and requirements of this section.

(b) The Department, with the consent of the State Board of Education, shall promulgate rules and regulations to administer the Delaware Performance Appraisal System II. The Delaware Performance Appraisal System II must include an overall rating and a student-improvement component rating, and must identify what constitutes satisfactory performance and unsatisfactory performance on the overall evaluation and on each component of the evaluation. For the purposes of § 1273 of this title, Delaware Performance Appraisal System II must also include a definition of "pattern of ineffective practice" and define "pattern of ineffective administration" as it relates to unsatisfactory performance on the overall Delaware Performance Appraisal System II evaluation.

(c) (1) Delaware Performance Appraisal System II must have no more than 5 components and must have a strong focus on student improvement, with 1 component dedicated to student improvement. All components must be weighted equally.

(2) For all Part I and Part II goals, the specialist, as well as the administrator, may propose measures to be used to provide data to judge progress towards the goals. The proposed measures must be approved by the administrator and not result in additional assessments for students. With regard to Part II goals, the measures must be selected from a list of the standardized measures that may be created by a school district or charter school but must be approved by the Department. If the specialist and administrator do not agree, the administrator's decision is final.

(3) The measure of student improvement must take into consideration student absence, student mobility, student chronic noncompliance with school rules, chronic failure by parents to abide by the Parents' Declaration of Responsibilities under § 157 of this title, and other factors that may adversely affect the evaluation. If a student has missed more than 15% of the class time, the student's performance shall only be used with the agreement of the teacher specialist or administrator under this chapter.

(d) A local education agency may develop and implement other assessment tools that measure annual student improvement, including assessments in other content areas. Assessment tools developed and implemented pursuant to this subsection must be approved by the Secretary and must be funded with local funds.

(e) Nothing in this section prevents a local education agency from administering other evaluations in addition to the Delaware Performance Appraisal System II, provided that administration of additional evaluations is reported to the Department.

(f) A local education agency may make application to the Department for a waiver of the provisions of the Delaware Performance Appraisal System II evaluation system, which shall be granted, subject to the provisions of rules and regulations promulgated pursuant to this subchapter, if the request for a waiver is based on a locally developed evaluation process that is demonstrated to be the product of the collective bargaining process pursuant to Chapter 40 of this title and community review and is as rigorous and as educationally sound as the Delaware Performance Appraisal System II, provides for evaluating specialist or administrator performance by measuring student growth using multiple measures over the course of a curricular year, and contains a mechanism for certifying evaluators and for quality control.

[83 Del. Laws, c. 116, § 3](#); [84 Del. Laws, c. 233, § 22](#);

§ 1271. Certification of professional evaluators; monitoring evaluations.

(a) The Department shall develop rules and regulations pursuant to this subchapter to credential professional evaluators for the Delaware Performance Appraisal System II, including appropriate training for evaluators. The Department shall ensure that all evaluators are properly trained and credentialed.

(b) To maintain a high standard of quality for professional evaluations, the Department shall develop recommendations for an ongoing DPAS II monitoring system to be implemented by the Department. The monitoring system must include a process by which an educator may challenge the fairness of the process used and/or the conclusions reached in an evaluation.

[72 Del. Laws, c. 294, § 2](#); [74 Del. Laws, c. 13, §§ 13, 14](#);

§ 1272. Improvement plans; professional development.

(a) If the overall rating of an educator's DPAS II evaluation is unsatisfactory, the district shall develop and assign an improvement plan to the educator and provide a reasonable amount of time for the educator to complete the improvement plan. A district shall also make recommendations for improvement if an educator's performance on an individual component of the evaluation is unsatisfactory. An improvement plan must identify the deficiencies in an educator's performance and the professional development activities required to improve the deficiencies to a satisfactory level. An improvement plan pursuant to this section must be developed as part of a collaborative process between the district and the educator where possible, with the district having the final authority to develop and assign the plan. The Department shall develop guidelines for improvement plans required pursuant to this section.

(b) In an effort to promote continuous professional growth and to improve educator performance, the Department shall also develop guidelines for professional development when an educator receives a satisfactory DPAS II evaluation. The guidelines must incorporate specific professional development activities designed to enhance knowledge and skill in areas recommended by an evaluator.

[72 Del. Laws, c. 294, § 2](#); [74 Del. Laws, c. 13, § 15](#);

§ 1273. Incompetency — A pattern of ineffective teaching.

A pattern of ineffective teaching shall be defined pursuant to § 1270 of this title, provided that the local school district has complied with § 1272(a) of this title. Notwithstanding any case law to the contrary, when a pattern of ineffective teaching is established, a local school district may move to terminate a teacher (as defined by § 1401 of this title) for incompetency pursuant to § 1411 or § 1420 of this title. Nothing herein shall be construed to limit a local school district's ability to terminate a teacher for incompetency under § 1411 or § 1420 of this title where supported by factors other than a pattern of ineffective teaching, and nothing herein shall be construed to require additional factors beyond a pattern of ineffective teaching to constitute incompetency for purposes of termination.

[72 Del. Laws, c. 294, § 2](#);

§ 1274. Disclosure.

If an educator licensed under this chapter is seeking an educator position in this State, the educator shall disclose the results of that educator's most recent 3 DPAS II evaluations or alternative evaluations permitted under § 1270(f) of this title, if applicable, to a prospective employing district. Upon the request of the prospective employing district, a present or previous employing district of the educator shall confirm the results of the educator's previous DPAS II evaluations. No action in law or equity may be brought or maintained against a local school district or an employee thereof for action taken in compliance with this section.

[72 Del. Laws, c. 294, § 2](#); [70 Del. Laws, c. 186, § 1](#); [78 Del. Laws, c. 53, § 47](#);

§ 1275. DPAS II Advisory Committee.

(a) The Secretary shall convene and provide administrative staff to the Delaware Performance Appraisal System II Advisory Committee. The Committee shall consist of the following members:

- (1) Three public school teachers appointed by the Delaware State Education Association.
- (2) Three public school administrators appointed by the Delaware Association for School Administrators.
- (3) One public school superintendent or his or her designee, appointed by the School Chiefs' Association.
- (4) A member of a local school board appointed by the Delaware State School Board Association.
- (5) A parent with a child or children in public school selected by the Delaware Parent-Teacher Association.
- (6) A representative of higher education appointed by the Governor from an institution that offers a teacher preparation program authorized by the Department.
- (7) A representative from the Office of the Governor.
- (8) The Chair of the Education Committee of the Delaware House of Representatives, or the Chair's designee.
- (9) The Chair of the Education Committee of the Delaware Senate, or the Chair's designee.
- (10) One ex-officio, nonvoting, representative from the Department, appointed by the Secretary.
- (11) One ex-officio, nonvoting, representative from the State Board of Education, appointed by the President of the State Board of Education.

(b) The Committee shall meet at least once a quarter each year.

(c) Annually the Committee shall designate a Chairperson and a Vice Chairperson from amongst its membership.

(d) The Committee shall review data produced by the Delaware Performance Appraisal System II to advise the State's efforts to ensure fidelity of system implementation statewide, the accuracy and reliability of the data collected by the Department, and the State's use of the data to improve educator quality and provide meaningful and professional development opportunities.

(e) The Committee shall review any aspects of the State's ESEA flexibility application which involve the educator evaluation system and any renewal, extensions, or amendments to the application that deal with educator evaluation prior to submission to the U.S. Department of Education.

(f) The Department shall provide the Committee with data produced by the Delaware Performance Appraisal System II, as necessary for the Committee to fulfill its responsibilities pursuant to subsection (d) of this section and to make recommendations regarding educator quality, professional development, and system design and implementation.

(g) The Committee may provide comments in writing to the Governor, Secretary of Education, the State Board of Education, and the General Assembly on subsections (d), (e), and (f) of this section.

(h) The Delaware Performance Appraisal System II Advisory Committee shall review any proposed regulations to be promulgated pursuant to this subchapter and shall submit written comments concerning the same to the Secretary and to the State Board prior to the State Board's consideration of any proposed regulations.

74 Del. Laws, c. 13, § 16; 70 Del. Laws, c. 186, § 1; 79 Del. Laws, c. 289, §§ 1, 2; 80 Del. Laws, c. 16, § 1;

APPENDIX D

STIPENDS FOR PROFESSIONAL DEVELOPMENT

Full Day (up to 7.0 hours)	\$150.00
Half Day (up to 3.5 hours)	\$75.00
Hourly (up to 2.0 hours)	State Hourly Rate

Stipends typically involve the completion of a task or project.

APPENDIX E

OSHA/CUSTODIANS

Smyrna School District

Human Resources Department

School Custodian Safety Training

Professionalism

Professional Attitude
Public Relations
Clean Clothing
Good Hygiene
Positive Workplace Environment
Personal Protective Equipment (PPE)

Safety as Number One Job Concern

Professional Responsibility for Own Safety and PPE

Personal Protective Equipment *OSHA # 1910.132*

OSHA Regulations

- 1910.132(f) Training should be offered to all custodians
- 1910.132(f)(1)(iii) How to don, doff, adjust and wear PPE
- 1910.132(h)(4) The employer is not required to pay for:
- 1910.132(h)(4)(ii) Everyday clothing, such as long-sleeve shirts, long pants, street shoes, and normal work boots
- 1910.132(h)(4)(iii) Ordinary clothing, skin creams, or other items, used solely for protection from weather, such as winter coats, jackets, gloves, parkas, rubber boots, hats, raincoats, ordinary sunglasses, and sunscreen.

Other OSHA Regulations

OSHA 3151-12R Foot and Leg Protection

Employees who face possible foot or leg injuries from falling or rolling objects or from crushing or penetrating materials should wear protective footwear. Also, employees whose work involves exposure to hot substances or corrosive or poisonous materials must have protective gear to cover exposed body parts, including legs and feet. If an employee's feet may be exposed to electrical hazards, non-conductive footwear should be worn. On the other hand, workplace exposure to static electricity may necessitate the use of conductive footwear.

Examples of situations in which an employee should wear foot and/or leg protection include:

When heavy objects such as barrels or tools might roll onto or fall on the employee's feet;
Working with sharp objects such as nails or spikes that could pierce the soles or uppers of ordinary shoes;

Exposure to molten metal that might splash on feet or legs;

Working on or around hot, wet or slippery surfaces; and working when electrical hazards are present.

In some cases, workers must shield most or all of their bodies against hazards in the workplace, such as exposure to heat and radiation as well as hot metals, scalding liquids, body fluids, hazardous materials or waste, and other hazards.

Grounds and Maintenance Workers

Tasks performed both indoors and outdoors

A variety of tools are utilized

Often, a variety of vehicles are operated

Assignments must be completed, regardless of weather

Safety First

Must have safety protection at all times

'No Jewelry Policy' is standard

Safe handling of chemicals (fertilizers, pesticides, herbicides, ...)

Mower safety and Weed Trimmer safety is essential

Employee must conduct pre-shift equipment inspections

PPE at all times

Safety Glasses Shoes or boots

Respirator Hat

Long Sleeves Gloves

Long Pants Ear protection

Hazardous Chemical Training

Physical Hazards (Explosive, Flammable, Corrosive ...)

Health hazards (Carcinogenic, Toxic, Nervous System, Skin Irritant ...)

Proper containers, proper labels

Onsite procedural training and review

Fire Protection Association Rating labels

Ventilation check

Proper Hygiene

First Aid Procedures

Material Safety Data Sheet MSDS

PPE at all times

Restroom Cleaning

Proper techniques

Safety procedures

Effective strategies

Comprehensive training

PPE at all times

Blood-borne Pathogens

Skin is a natural barrier, so cuts, sores, abrasions pose a danger.

The best protection against exposure is to ensure you are wearing the proper PPE. PPE serves as a barrier between you and the potentially infectious material.

Exposure control

HIV

Hepatitis B, etc.

Compliance Methods

Precautions

Importance of hand washing

Exposure

Wash exposed area

Contact physician if necessary

Common Sense hygiene

General Custodial Training

Safety and typical custodial duties

Training requirements

PPE at all times

Safety Clearance Awareness

Aerial lift accident prevention

Training for each piece of equipment

PPE imperative

Safe machinery operation

Proper use of restraint devices

Pre-shift inspections

Equipment inspections

Electrical Safety

Follow directions

How does electricity work?

How do shocks occur?

How does current affect the body?

What are conductors?

What is a Ground Fault?

Preventing

Shocks

Burns

Flexible cord accidents

Slips, Trips and Fall Prevention

Awareness

Alertness

Safe Procedures

Identify potential hazards
Look for slippery, wet, icy surfaces
Uneven floors, poorly stored equipment
Flexible cords
PPE required at all times
Action plan important

APPENDIX F EMPLOYEE DRUG AND ALCOHOL POLICY

INTRODUCTION:

As employees of the Smyrna School District, it is very important that we all work together as a team to strive for the success of our school district. As members of that team it is very important that we are ready to work safely, productively and efficiently everyday. The use of drugs and alcohol greatly reduces the ability of those who abuse them to work productively and efficiently and, therefore, threatens the safety and security of all our jobs. It is necessary for the protection of all to implement a Drug and Alcohol Policy. We believe that this program, with everyone's full cooperation, will benefit each of us.

POLICY:

EMPLOYEE DRUG USE

The Smyrna Board of Education believes that the school environment should promote learning, physical and emotional growth, socialization, and individual development. It also believes that alcohol and/or drugs adversely affect these disciplines. Therefore, possession, use, and/or distribution of alcohol and/or unauthorized drugs, or drug paraphernalia shall be prohibited within the school environment.

Regulations, Procedures, and Programs Will be Developed:

1. To prevent drug and alcohol use in the Smyrna school environment.
2. To encourage employees with drug and alcohol use problems to seek voluntary assistance, counseling, and rehabilitation.
3. To meet problems of alcohol and drug use in the Smyrna school environment in a forthright and positive manner through progressive and corrective disciplinary actions.

The Smyrna School District is interested in helping those employees who may have a drug and/or alcohol problem. The end result of this program is not to discharge employees but also not to let this problem destroy their careers. An assistance program will be created on an individual and confidential basis for those employees who are suffering from drug/alcohol problems.

Definitions:

1. **Drug:** Any chemical substance that produces physical, mental, emotional, or behavioral change in user.

Drugs include all alcoholic beverages, narcotics, analgesics, stimulants, depressants, including marijuana, hashish and otherwise controlled substances or medications other than those sold to the public on a non-prescription basis or those prescribed to the employee by a licensed physician.

2. **Possession:** Implies that an employee has unauthorized drugs on his/her person or with his/her personal property or under his/her control by placement of and knowledge of the whereabouts of same within the school environment or during school-related activities.

Not included as "in possession" is any substance that has been prescribed by a licensed physician and is present only in the dosage or amounts prescribed for the person.

3. **Use:** Implies that an employee is reasonably known to have assimilated an unauthorized drug or is reasonably found to be under the influence of same within the school environment or during a school-related activity.

4. **Distribution or Sale:** Implies the transfer of unauthorized drugs or lookalike substances to any other person with or without the exchange of money or other valuable consideration. The receiving party shall be considered as “in possession”.
5. **Unauthorized:** That which is prohibited by the Superintendent of Schools and/or government.
6. **School Environment:** Within or on school property, and/or school sanctioned and/or supervised activities.
7. **Prescription Drug:** A controlled substance dispensed directly by a medical practitioner or by a pharmacy with a written prescription from the practitioner.
8. **Non-Prescription Drug:** A non-controlled substance used for medical reasons.
9. **Drug Paraphernalia:** Paraphernalia includes objects used to manufacture, compound, convert, produce, process, prepare, analyze, pack, repack, store, conceal, inject, ingest, inhale or otherwise provide a means to enter the human body.

It is unlawful for any person to use, or to possess with intent to use, drug paraphernalia (Chapter 47, Uniform Controlled Substances Act, Sub-chapter V, §4771).

10. **Inservice Days:** During the regular work hours of 8:00 a.m. to 3:30 p.m. consumption of alcoholic beverages will be prohibited.

Prescription Drugs:

Employees currently taking a prescribed medication from their own physician must carry it in the labeled container provided by a licensed pharmacist.

All medication must be kept in its original container (Chapter 47, Uniform Controlled Substances Act, Subchapter 4, §4758).

Zero Tolerance:

It is against the law for anyone to possess illegal substances. All cases must be reported to the police.

DISCIPLINE:

1. Possession, sale, or distribution of drugs or drug paraphernalia in the school environment will:
 - a. Result in suspension, pending a School Board hearing, with consideration of further disciplinary action, including discharge.

The School Board hearing will take place no later than ten working days from the first suspension day. The hearing date can be extended at the suspended employee’s request up to five extra working days. The employee may have Association representation at the hearing.
 - b. Result in a report of the incident to the police.
2. Suspicion of reporting to work under the influence or being under the influence of drugs/alcohol while on the job will be addressed through the procedure and consequences as outlined below.
 - a. Drug and Alcohol Testing Procedures

STATEMENT OF PURPOSE

Employees are the District's most valuable resource and their health and safety is therefore a serious concern. Furthermore, substance abuse education is one of the District's most important missions. It is not enough for staff to instruct students regarding substance abuse. District staff must lead by example.

Finally, employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs.

Each employee shall be provided with a copy of these procedures. The District will also offer training for each employee regarding substance abuse.

ASSISTANCE IN OVERCOMING ALCOHOL OR DRUG ABUSE FOR EMPLOYEES WHO VOLUNTARILY SEEK HELP

Early recognition of alcohol or drug abuse is important for successful rehabilitation, the affected employee's productivity, and reduced personal, family, and social disruption. Whenever feasible, the District will assist employees in overcoming drug or alcohol abuse. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual's responsibility.

The District recognizes substance abuse is a medical problem which can be successfully treated. Most substance abusers, however, deny they have a problem, and ordinarily do not seek treatment voluntarily. This denial is the most significant obstacle to successful treatment.

Employees with alcohol or drug abuse problems may request the confidential assistance of the Assistant Superintendent. Employees may seek help without the approval of their supervisor. The Assistant Superintendent provides assistance on a strictly confidential basis and refers employees to the appropriate counseling and treatment services. Employees who voluntarily request assistance in dealing with an alcohol or drug abuse problem may do so without jeopardizing continued employment. Information disclosed in the process of seeking assistance will

not serve as a basis for discipline. Disciplinary action for violation of the District's policies on alcohol and drug abuse will not be reduced if an employee requests assistance after being asked to submit a blood and/or urine specimen.

If an employee seeks assistance, such an employee shall consult with a public or private substance abuse counseling or assessment center and obtain a recommendation as to an appropriate rehabilitation program. The employee may be placed on leave for a time period necessary to successfully complete the recommended rehabilitation program. Such an employee must:

- 1) Provide the Assistant Superintendent with proof of enrollment in the recommended alcohol or drug abuse rehabilitation program and proof of attendance at all required sessions.
- 2) Pay for all costs of rehabilitation which are not covered by the employee's health insurance plan.

PROHIBITIONS

Pursuant to the Board's Drug Free Work Place Policy, the possession, use, manufacture, distribution, dispensation or sale of illegal drugs, or drug paraphernalia in the workplace is prohibited. The Board's Alcohol Free Work Place Policy also prohibits the use, sale or manufacture of alcohol at any time in the workplace, on school property, and in State owned or leased vehicles. Further, the District prohibits possession of alcohol in all its facilities, in State owned, District owned or leased vehicles, and in private vehicles when used to transport students. In addition, an employee is subject to disciplinary action if the employee is under the influence of alcohol in the workplace or tests positive for use of an illegal drug. For purposes of this policy, "workplace" shall be defined as during regular scheduled work hours or any time an employee is responsible for any District student including but not limited to the following: (a) field trips; (b) after school activities (e.g. sports, student dances, etc.); or (c) on District property, including State-owned vehicles.

REASONABLE SUSPICION

- 1) With the exception of bus drivers who are engaged in a safety sensitive activity, an employee will be tested only if two administrators agree that there is reasonable suspicion to believe the employee is under the influence of alcohol or an illegal drug in the workplace, or if there is reasonable suspicion to believe the employee used alcohol or an illegal drug in the workplace. In the case of bus drivers, such

employees may be tested in accordance with the applicable State Board regulations. This includes the requirement a bus driver who has been suspended due to a positive test for alcohol or drugs must submit to a test prior to returning to work, and the bus driver shall not return to work unless such a test is negative.

- 2) A determination there is reasonable suspicion to believe an employee is "under the influence" shall be based upon objective factors including, but not limited to, the following: odor of alcohol on the employee's breath, slurred speech, unsteady or erratic movements.
- 3) One of the administrators who determines there is reasonable suspicion to believe an employee is under the influence shall, within one workday of the time the employee is tested for alcohol and/or drugs, prepare a written report listing the objective factors supporting the reasonable suspicion.

TESTING

If there is a determination there is reasonable suspicion to believe an employee is under the influence, no discipline shall be imposed in the absence of a confirmatory test. If the District decides to pursue a confirmatory test, the District shall adhere to the following procedure:

- 1) The employee will be asked, with due regard for privacy, to submit a blood and/or urine specimen at a local collection site for alcohol and drug testing. An administrator will accompany the employee to the local collection site.
- 2) With regard to alcohol, a positive test result shall be alcohol concentration of .02, or more. Alcohol concentration of .02, or more, means alcohol in a sample of an employee's blood equivalent to .02, or more, grams of alcohol per hundred milliliters of blood; or an amount of alcohol in a sample of an employee's breath (measured by the Omicron Intoxilizer Test) equivalent to .02 or more grams per two hundred ten liters of breath.
- 3) With regard to illegal drugs, discipline will be imposed if a National Institute on Drug Abuse certified laboratory confirms an initially positive test result by gas chromatography/mass spectrometry (GC/MS) using the following cutoff levels for its confirmation test:

<u>Substance</u>	<u>Confirmation Test (ng/ml)</u>
Cannabinoids Metabolite	15
Cocaine Metabolite	150
Opiate	300
Phencyclidine	25
Amphetamines	500

These five drugs or classes of drugs, as well as the confirmatory test levels, are taken from the U.S. Department of Transportation Drug Testing Procedures. If the Department of Transportation changes its Drug Testing Procedures by adding drugs or classes of drugs, these Procedures shall be modified to add such drugs or classes of drugs, including the confirmatory test levels adopted by the Department of Transportation.

- 4) The costs of testing will be paid by the District.
- 5) If an employee is tested, the employee shall be suspended with pay pending the District's determination.
- 6) The District shall make a determination as soon as practicable.
- 7) The imposition of discipline, if any, shall occur only after confirmation of the applicable test.
- 8) If the drug and/or alcohol test is negative, there shall be no reference to such a test in the employee's personnel file.

CONSEQUENCES OF A POSITIVE TEST

The discipline for an employee who tests positive for drugs, is set forth below:

Violation

Discipline

- | | |
|---|---|
| <p>1. Positive test for drugs</p> <p>2. If the results of an employee's test for drugs are not a complete negative, but fall below the threshold for discipline, a record of those results shall be placed in the employee's file for a period of two years only. The employee would have the right to attach to those results a description of the circumstances surrounding the results of that test. If the employee were to come under reasonable suspicion and be tested again during that two year period, the following would apply</p> <ul style="list-style-type: none"> • If the results of the second test are negative, no | <p>Appropriate discipline which may include termination, but at a minimum suspension without pay for up to 90 work days and participation in a substance abuse program</p> <p>further action would occur and the original results would be removed from the employee's file at the end of the original two years.</p> <ul style="list-style-type: none"> • If the results of the second test were as the first test (not a complete negative but below the threshold), the employee would be subject to mandatory evaluation and completion of an education program and/or treatment if recommended by an agency approved by the state of Delaware, Department of Public Safety, Office of Highway Safety. • If the results of the second test were positive (above the threshold), and depending on the circumstances surrounding both tests, the first test results would be considered in deciding the discipline for the positive test. |
|---|---|

The discipline for an employee who tests positive for alcohol is set forth below. For purposes of this section, a "second offense" is any incident within 5 years of the 1st offense. A "third offense" is any incident within 5 years of the 2nd offense.

Violation

Discipline

Blood Alcohol Concentration (BAC) of less than or equal to .02

FIRST OFFENSE
Employee is sent home and charged one day personal leave. Mandatory evaluation and completion of education program and/or treatment if recommended by an agency approved by the state of Delaware, Department of Public Safety, Office of Highway Safety.

SECOND OFFENSE
Employee is suspended for 5 days without pay. Mandatory evaluation and completion of education program and/or treatment if recommended by an agency approved by the state of Delaware, Department of Public Safety, Office of Highway Safety.

THIRD OFFENSE
Employee is suspended a minimum of 90 work days with the possibility of termination. If not terminated, the employee must also complete education program and/or treatment if recommended by an agency approved by the state of Delaware, Department of Public Safety, Office of Highway Safety.

BAC greater than .02, but less than .08

FIRST OFFENSE

Employee is suspended for 5 days without pay. Mandatory evaluation and completion of education program and/or treatment if recommended by an agency approved by the state of Delaware, Department of Public Safety, Office of Highway Safety.

SECOND OFFENSE

Employee is suspended a minimum of 90 work days with the possibility of termination. If not terminated, the employee must also complete education program and/or treatment if recommended by an agency approved by the state of Delaware, Department of Public Safety, Office of Highway Safety.

THIRD OFFENSE

Termination

BAC greater than or equal to .08

FIRST OFFENSE

Employee is suspended a minimum of 90 work days with the possibility of termination. If not termination, the employee must also complete education program and/or treatment if recommended by an agency approved by the state of Delaware, Department of Public Safety, Office of Highway Safety.

SECOND OFFENSE

Termination

Refusal to submit to the testing Procedure

Employee is suspended a minimum of 90

work days with the possibility of termination. If not terminated, the employee must also complete education program and/or treatment as recommended by an agency approved by the state of Delaware, Department of Public Safety, Office of Highway Safety.

REFUSAL TO SIGN THE CONSENT FORM AND SUBMIT TO THE TESTING

An Administrator shall obtain the individual's signature on a Confidential Medical Questionnaire and Consent Form (Attachment No. 1) and provide the individual with a copy of the form, prior to taking the employee to the collection site. If an employee refuses to sign the consent form and submit to the testing when there is reasonable suspicion for testing the employee, such a refusal shall be deemed a positive test result.

BREATH TESTING PROCEDURES

1. Only qualified operators of the Omicron Intoxilizer Test shall sample employee's breath.
2. The administrator who accompanied the employee to the test site shall call a friend, relative or taxi to take the employee home.

BLOOD TESTING PROCEDURES

1. Only authorized personnel at the local collection site shall conduct blood testing. Collection site personnel will draw 5 to 7 milliliters of blood from the individual into a tamper-proof vacutainer bag.
2. Both collection site personnel and the employee shall keep the specimen in view at all times prior to its

being sealed and labeled. The employee shall observe the sealing process.

3. Collection site personnel shall place securely on the side of the vacutainer bag an identification label which includes the date, the specimen number and the employee's name. The employee shall observe the application of this label and shall then initial the label as certification it is the specimen the employee provided. Collection site personnel shall note any unusual behavior on the chain of custody form.
4. The employee shall then sign the chain of custody form, which states the date, collection site, the names of the collection site personnel, and the employee's name and specimen number, and which verifies the blood specimen has been in the employee's view continuously from the time of collection until he or she initialed the label.
5. The administrator who accompanied the employee to the local collection site shall call a friend, relative or taxi to take the employee home.

URINE SPECIMEN COLLECTION PROCEDURES

1. Collection site personnel shall direct the individual to remove any unnecessary outer garments, such as a coat or jacket, that might conceal items or substances that could be used to tamper with or adulterate the urine specimen. Collection site personnel will further direct the individual to put aside all personal belongings, such as a purse or briefcase. The individual may retain his or her wallet.
2. In order to deter adulteration of the urine specimen by substances concealed in the individual's hands or under the individual's fingernails, collection site personnel shall instruct the individual to wash his or her hands prior to urination. After washing hands, the individual shall remain in the presence of collection site personnel and shall not have access to purses or briefcases or to water fountains, faucets, soap dispensers, cleaning agents or any other materials which could be used to adulterate the specimen. Collection site personnel shall note any unusual behavior on the chain of custody form.
3. The individual may provide the urine specimen in the privacy of a stall or otherwise partitioned area assuring privacy. If there is a toilet in such an area, toilet bluing agents shall be placed in the toilet tank so the reservoir of water in the toilet bowl always remains blue. Collection site personnel shall note any unusual behavior on the chain of custody form.
4. Upon receiving the specimen from the individual, collection site personnel shall determine it contains at least 60 milliliters of urine. If the specimen does not contain at least 60 milliliters of urine, collection site personnel should provide the individual with 8 ounces of fluid every 30 minutes until urination occurs.
5. Immediately after the specimen is collected, collection site personnel shall inspect the specimen to determine its color, temperature and any signs of contamination. Collection site personnel should note any unusual findings on the chain of custody form. Collection site personnel shall forward all specimens to the laboratory for testing even if the specimen may be adulterated.
6. Both collection site personnel and the individual shall keep the specimen in view at all times prior to its being sealed and labeled. If collection site personnel transfer the specimen to a second bottle, the individual shall observe the transfer of the specimen.
7. Collection site personnel shall place a tamperproof seal over the bottle cap and down the sides of the bottle. The individual shall observe this sealing process.
8. Collection site personnel shall place securely on the side of the bottle an identification label which contains the date, the specimen number and the individual's name. The individual shall observe the application of this label and shall then initial the label as certification that it is the unadulterated specimen the employee provided.
9. The individual shall then sign the chain of custody form, which states the date, collection site, the names of

the collection site personnel, and the individual's name and specimen number, and which verifies the urine specimen was in the individual's view continuously from the time of collection until the employee initialed the label affixed to the bottle. The form shall also verify that the identified specimen is the unadulterated specimen.

CHAIN OF CUSTODY AND SHIPMENT OF URINE OR BLOOD SPECIMEN

1. Collection site personnel must complete the chain of custody form in order to maintain control and accountability of each urine or blood specimen from the point of collection to receipt of test results.
2. The chain of custody form shall document each time a specimen is handled or transferred and the reason for such handling or transfer, and shall identify every individual in the chain. Collection site personnel shall minimize the number of persons handling a specimen.
3. Collection site personnel shall ship the collected specimen to Medlab for testing within 24 hours of collection. Collection site personnel shall place the specimen in a container designed to minimize the possibility of damage during shipment and shall securely seal the container to eliminate the possibility of undetected tampering. On the tape sealing the container, collection site personnel shall sign and enter the date. Collection site personnel shall attach the chain of custody form and the Confidential Medical Questionnaire and Consent Form to the sealed container prior to shipment.
4. Collection site personnel shall secure the sealed container to prevent unauthorized access during temporary storage before shipment.
5. Collection site personnel shall not permit any unauthorized person access to any part of the collection site area when blood or urine specimens are collected or temporarily stored.

TESTING STANDARDS

1. Laboratory Qualifications. The District retained the services of Medlab as a collection site. The Medlab collection site will ship the collected specimen to the Medtox laboratories for testing. Medtox is one of the nation's premier forensic toxicology laboratories and has extensive experience in occupational alcohol and drug testing. The U.S. Department of Health and Human Services has certified the laboratory as meeting the highest standards of forensic toxicology. The National Institute on Drug Abuse regularly inspects and submits the laboratory to blind performance testing.
2. Security and Chain of Custody. Medlab and Medtox maintain strict security at its facilities and rigorously follows proper chain of custody procedures. Medlab fully satisfies every security and chain of custody requirement of NIDA's Mandatory Guidelines for Federal Workplace Drug Testing Programs.
3. Blood Test and Breath Test. A positive result shall be blood alcohol concentration of .08%, or more. If the State reduces the standard for determining when a person is operating a motor vehicle under the influence to alcohol concentration of .08, or more, a positive test under this policy shall be alcohol concentration of .06, or more.
4. Initial Test (Urine). Medtox uses an immunoassay which has been approved for commercial use by the U.S. Food and Drug Administration.

The laboratory uses the following cutoff levels for its initial test of urine:

Substance	Initial Test
Cannabinoids Metabolites	100
Cocaine Metabolites	300
Opiate	300
Phencyclidine	25
Amphetamines	1000

5. Confirmatory Test (Urine). Medtox confirms all initially positive tests results of urine specimens by gas chromatography/mass spectrometry (GC/MS). The laboratory uses quantitative analysis for all GC/MS confirmation testing. The laboratory uses the following cutoff levels for its confirmation test:

Substance	Confirmation Test (ng/ml)
Cannabinoids Metabolite	15
Cocaine Metabolite	150
Opiate	300
Phencyclidine	25
Amphetamines	500

The five drugs or classes of drugs set forth above, and in the paragraph entitled "Initial Test (Urine)", as well as the initial test and confirmatory test levels, are taken from the U.S. Department of Transportation Drug Testing Procedures. If the Department of

Transportation changes its Drug Testing Procedures by adding drugs or classes of drugs, these Procedures shall be modified to and such drugs or classes of drugs, including the initial test levels and confirmatory test levels adopted by the Department of Transportation.

6. Reporting Results. Medtox will report all tests results. As to urine tests, the laboratory will report as positive only those specimens confirmed positive by GC/MS. The laboratory will report the results only in writing and will report only to the District's physician. The laboratory will transmit to the District's physician a copy of the Toxicology Chain of Custody form and the Confidential Medical Questionnaire and Consent form for all positive test results. The District physician will consult with the District concerning the results of the urine analysis and/or blood analysis. The District shall provide copies of such documents to the employee.
7. Record Retention. Unless otherwise notified, Medlab retains all records pertaining to a given specimen for one year in the case of negative results, and for three years in the case of positive results.
8. Storage. Medtox stores all specimens for at least one year and longer whenever requested.

MISCELLANEOUS PROVISIONS

Right to a Representative

You have the right to request an opportunity to talk to a representative prior to signing this form. However, the District will wait no more than 30 minutes for such a representative to appear. If you request the presence of an employee, the District will provide such an employee with coverage so that the employee is available within 30 minutes.

Providing the Urine Specimen

You must provide at least 60 milliliters of urine. If at first you are unable to provide 60 milliliters of urine, collection site personnel will give you 8 ounces of liquid every thirty minutes until you are able to provide 60 milliliters of urine. You may provide your urine specimen in private. Collection site personnel will not observe you.

Accuracy of Test Results

The District has taken extraordinary precaution to assure the test results are accurate. The District retained the alcohol and drug testing services of Medtox, a testing laboratory that uses state-of-the-art testing procedures. In the case of a breath test, the District uses the Omicron Intoxilizer Test. The laboratory uses two separate tests to test urine. If the first test produces a positive result, the laboratory will administer a second, more sophisticated test. This second test measures the exact molecules of each drug; every drug has a different molecular structure, just as each person has a different fingerprint. The laboratory's second test identifies each drug by its unique molecular "fingerprint." Only if the second test is also positive does the laboratory report a positive test result. The scientific and medical community uniformly agrees that the combination of tests used by the laboratory produces extremely accurate results.

The National Institute on Drug Abuse regularly inspects the laboratory and has certified that it meets the highest professional standards.

Chain of Custody

The District takes exceptional precaution to assure the integrity of each specimen. To ensure an individual's specimen is not accidentally confused with another's, collection site personnel follow a rigorous chain of custody procedure. Individuals providing specimens have a vital role to play in the chain of custody procedures. They must keep their specimen in view at all times until it is sealed and labeled. Each individual then initials the label on his or her specimen.

Confidentiality

Test results are highly confidential. The drug testing laboratory informs only the District's physician.

CONFIDENTIAL MEDICAL QUESTIONNAIRE AND CONSENT FORM

MEDICAL QUESTIONNAIRE

During the last thirty days, have you taken any prescription or over-the-counter medication listed below? Check the appropriate box for each medication and list the name of the medication you have taken.

	Yes	No
Heart medicine	_____	_____
Asthma medicine	_____	_____
Allergy or sinus medicine	_____	_____
Laxatives or diarrhea medicine	_____	_____
Nausea medicine	_____	_____
Stomach or intestinal medicine	_____	_____
Diet pills	_____	_____
Depression medicine or mood elevator	_____	_____
Tranquilizers, "nerve" medicine	_____	_____
Sleeping pills	_____	_____
Muscle relaxers	_____	_____
Seizure medication	_____	_____
Pain medication	_____	_____
Other	_____	_____

ADDICTION QUESTIONNAIRE

Currently undergoing treatment or in the past having undergone treatment for an addiction to alcohol or drugs may be a legally protected disability under Federal, state, or local laws. Are you addicted to alcohol or drugs?

YES _____

NO _____

VERIFICATION OF CONSENT

The information I have provided on this form is accurate to the best of my knowledge and may be verified by the District.

I consent to provide blood, breath and urine specimens, and consent to the testing of blood or urine specimens by Medlab. I further authorize the release of the test results and any other related medical information to the physician retained by the District to review the test results.

Employee's Name _____

Employee's Signature _____

Date _____

WITNESS VERIFICATION

I verify that I read this consent form to _____
(employee's name) and reviewed it with him/her.

Witness' Name

Witness' Signature

Date

Approved by Board of Education 7/18/90
Revisions approved by the Board of Education, 6/20/01
Revision, Approved by Board of Education, 12/15/2014

**APPENDIX G
SMYRNA SCHOOL DISTRICT
RULES OF PROCEDURE FOR THE
CONDUCT OF TERMINATION PROCEEDINGS**

1. APPLICATION OF THE RULES

The following rules apply only to cases involving personnel, other than teachers, administrators and supervisors, who have a right to continued employment and whose employment is terminated for cause.

The rules do not apply to personnel who are employed at will, or whose employment is being terminated upon the expiration of their individual contracts.

2. NOTICE OF TERMINATION

Notice of intention to terminate an employee shall be in writing and shall:

- A. state the reason or reasons for the termination;
- B. be sent to the employee by certified mail addressed to the employee's last known residence;
- C. specify the address to which any written request for a hearing shall be sent by certified mail; and
- D. be accompanied by a copy of these Rules of Procedure.

3. REQUEST FOR A HEARING

- A. Within ten days after receipt of the written notice of intention to terminate, the notified employee may request an opportunity to be heard. Such a request must be in writing and received by the District within ten days after receipt of the written notice of intention to terminate. If the employee fails to provide a timely, written request for a hearing, the notice of intention to terminate shall constitute a final notice of termination effective ten days after it was received by the employee.

- B. Following receipt of a written request for a hearing, a date shall be set by the Executive Secretary of the Board for such hearing. The hearing shall be held as soon as practicable after the date of receipt of a written request for a hearing. The employee shall have at least fifteen days notice in writing of the time and place of such hearing. The notice shall be deemed to have been received on the third day following the day of mailing by certified mail.
- C. The employee may specify a public hearing by so stating in the written request for a hearing. In the absence of such a specification the hearing shall be private.

4. CONDUCT OF HEARING

- A. The hearing of oral testimony and receipt of other evidence shall be conducted by a Hearing Officer designated by the Board. The Board shall not participate in the investigation of the charges forming a basis for the termination. The Hearing Officer may be an employee of the District but shall not have participated in the investigation of the charges forming a basis for the termination.
- B. The Hearing Officer shall have full authority to control the conduct of the hearing, including authority to admit or exclude evidence, and rule upon the motions and objections.
- C. The hearing and testimony shall be limited to the reason(s) set forth in the notice of intention to terminate.
- D. The Parties may be represented by counsel.
- E. The designee of the Superintendent shall first submit any evidence, followed by the response of the employee, if any. Further rebuttal evidence by either party

may be permitted, if the Hearing Officer in his discretion believes such evidence is necessary.

- F. The Hearing Officer in conducting the hearing shall not be bound by common-law or statutory rules of evidence or by technical or formal rules of procedure. The Hearing Officer may exclude plainly irrelevant evidence. Unduly repetitive proof, rebuttal and cross examination may be excluded.
- G. The testimony of witnesses shall be under oath. The witnesses may be sworn by the Hearing Officer.
- H. The parties and their counsel may examine and cross examine witnesses.
- I. The hearing shall be taped, or a stenographic record of the hearing shall be taken by a qualified stenographer. A copy of the tape recording or transcript shall be supplied to the employee upon his or her request. A copy of the tape recording or transcript shall be supplied to the Board prior to any Board hearing on the matter.
- J. The employee may request that witnesses attend the hearing. The District shall use its best efforts to secure the voluntary appearance of such witnesses; provided, however, that the Hearing Officer may excuse such witnesses from appearing upon a determination that the evidence sought does not relate to the matter to be heard, or the witness would offer testimony which would merely be repetitive of other witnesses who will be produced. In addition, the employee may request that the District produce documents. The District shall produce such documents if the documents are in the custody or control of the District, relate to the matter to be heard, and if the disclosure of the documents does not constitute an invasion of personal privacy under any State or federal law which relates to personal privacy.

K. Grounds for termination have not been established unless one or more of the reasons set forth in the Notice of Intention to Terminate is established by a preponderance of the evidence.

5. HEARING BY THE BOARD

A. Within seven days from the conclusion of the hearing the Hearing Officer shall prepare a written report (the “Report”) for the Board. The Report shall summarize the evidence and shall state conclusions of fact and conclusions of law.

B. The Report shall be sent to the employee by certified mail no later than the seventh day following the conclusion of the hearing.

C. A hearing shall be conducted by a majority of the members of the Board based solely upon the record of proceedings before the Hearing Officer and the Report.

D. Except as is otherwise provided herein, within thirty days of the conclusion of the hearing the Board shall submit to the employee a written decision. The decision shall be submitted to the employee by making a copy of the decision available at the District Office on the thirtieth day following the conclusion of the hearing and by sending a copy of the decision by certified mail to the employee. Every decision shall be based solely upon the testimony and exhibits in the record.

6. CALCULATIONS OF TIME

In calculating periods of time provided for in the Rules of Procedure, intervening Saturdays, Sundays and legal holidays shall be included, unless the final day of the period falls on either a Saturday, Sunday or legal holiday and in that case the final day shall be the next day which is not a Saturday, Sunday or legal holiday.