



AGREEMENT

Between the

Red Clay Consolidated School District
Board of Education

and the

Red Clay Secretaries Association
Affiliate of DSEA-NEA

September 1, 2023 through August 31, 2024

Table of Contents

Agreement.....	2
Preamble	2
Article 1 – Recognition.....	2
Article 2 – Definitions	3
Article 3 – Fair Practices.....	3
Article 4 – Association Security	3
Article 5 – Rights of the Parties.....	4
Article 6 – Working Conditions	8
Article 7 – Evaluation and Personnel Records	9
Article 8 – Seniority, Layoff and Recall.....	9
Article 9 – Transfers and Promotions.....	11
Article 10 – Holidays	14
Article 11 – Vacations.....	14
Article 12 – Hours of Work and Premium Rates	15
Article 13 – Work Year	17
Article 14 – Grievance Procedure.....	17
Article 15 – No Strike – No Lock-Out Provision.	21
Article 16 – Employer-Employee Relations	21
Article 17 – Salaries and Employee Benefits.....	22
Article 18 – Miscellaneous.	23
Article 19 – Duration of Agreement.....	24
Article 20 – Technology.....	24
Article 21 – Staff Development.....	24
Appendix A – Confidentiality Agreement	25
Appendix B – Leaves of Absence.....	27
Appendix C – Salary Schedule.....	36
Appendix D – Job Descriptions.....	38

AGREEMENT

This Agreement is entered into this 1st day of September 2023, by and between the Board of Education of the Red Clay Consolidated School District, hereinafter called the "Board" and the Red Clay Secretaries Association/DSEA/NEA, hereinafter called the "Association".

PREAMBLE

The Board and Association agree that the purpose of this Agreement is the recognition of the rights and responsibilities of the parties concerned and the formulation of procedures by which both parties may work together in good faith with regard to all matters pertaining to this Agreement. Pursuant to and consistent with Chapter 40, Title 14, Delaware Code, the Board has an obligation to negotiate with the Association as the representative of the employees hereinafter designated. We further agree that the welfare of children is the paramount concern in the operation of the Red Clay schools. In order to aid in achieving these goals, the Board and the Association do hereby agree to the following:

ARTICLE 1 RECOGNITION

1:1 The employer recognizes the Association as the sole and exclusive bargaining representative for the employees covered by this Agreement for the purpose of representing public employees in their employment relations with the public employer in matters covering wages, salaries, hours, vacations, sick leave, grievance procedures, and other terms and conditions of employment.

1:2 The term "employee" as used herein will include all full-time secretarial/clerical employees exclusive of administrative and supervisory personnel and those whose positions are excluded. It is further understood that only the following classifications in the Red Clay Consolidated School District are included as secretarial/clerical employees in the bargaining unit established herein: All regular full-time and part-time administrative secretaries, financial secretaries, executive secretaries, senior secretaries, secretaries, clerks, and any other positions established during the term of this Agreement which the parties mutually agree to include, regardless of source of funding.

1:2.1 Specifically excluded from the bargaining unit are:

- (a) Management operations specialists.
- (b) Up to seven (7) positions which are classified as (excluded) secretarial positions as follows: Superintendent's Office (2), Assistant Superintendents' Offices including Chief Financial Officer (3), Office of School Operation (1), and Office of Human Resources Administrator (1), Total (7).

1:3 If during the life of this Agreement any administrative rule or regulation will be inconsistent with the provisions of this Agreement, this Agreement during its life will be controlling over the inconsistent language in such administrative rules and regulations or Board policy.

1:4 If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications will continue in full force and effect. If any such provision or application of this Agreement is determined to be invalid, the parties will meet to renegotiate the provisions held to be unlawful.

1:5 The scope of representation as exclusive bargaining representative regarding new positions established will be submitted to the Public Employment Relations Board, State of Delaware, for determination, unless there is mutual agreement between the parties to include the position.

1:6 Board shall not recognize any other organization which seeks the right to represent the secretaries in the bargaining unit represented by the Association during the term of this contract, nor shall the Board contribute to the growth or creation of rival organizations.

ARTICLE 2 DEFINITIONS

2:1 Unless otherwise indicated, the term "secretary(ies)", hereinafter in this Agreement will refer to all employees in the bargaining unit as defined in Article 1 and reference to female secretaries will include male secretaries except where the context clearly limits the intent to one sex.

2:2 The following terms as used in this Agreement are included for clarification purposes only and their inclusion neither modifies, adds to, nor subtracts from any other part of this Agreement.

2:2.1 The term "school" as used in this Agreement means any of the buildings maintained by the Board of Education in which the educational process is carried on.

2:2.2 Wherever the term "principal" is used, it is to include the responsible administrative head of a school.

2:2.3 Wherever the term "supervisor" is used, it is to include the administrator of any work location.

2:2.4 Wherever the term "Superintendent" is used it is to mean the Superintendent or Designee.

2:2.5 Whenever the term Days, School Days or Work Days is used in this Agreement, it will mean those days on which Administrative Offices are open.

2:2.6 "District" as used in this Agreement will mean the Red Clay Consolidated School District.

2:2.7 "Emergency" as used in this Agreement will mean a sudden unexpected happening, an unforeseen occurrence or condition.

2:2.8 "Board" as used in this Agreement will mean the Red Clay Consolidated School District Board of Education.

ARTICLE 3 FAIR PRACTICES

3:1 The Association agrees to represent all members of the bargaining unit fairly and equally without discrimination on the basis of race, creed, color, religion, national origin, age, sex, sexual orientation, domicile, marital status, handicap, genetic information, veteran status, or any legally protected characteristic and without regard to membership or participation in or association with the legal activities of any organization.

3:2 The Board will continue its policy of not discriminating against any secretary on the basis of race, creed, color, national origin, age, sex, marital status, sexual orientation or handicap or membership or participation in legitimate Association activity.

3:3 The Board will neither add to nor subtract from the civil rights as related to the political activities or beliefs of any secretary as guaranteed to him/her by laws of the federal and/or state government.

ARTICLE 4 ASSOCIATION SECURITY

4:1 The employer agrees to deduct the monthly Association membership dues from the earned wages of each employee covered by this Agreement. Dues deductions will be made from the bi-weekly payroll. In months in which there are three paychecks, only two payroll deductions will be taken. Such deduction for Association dues are to be transmitted bi-weekly by the District with a list of those from whom such deductions have been made, to **DSEA** not later than the tenth of the following month. The Association will notify the employer thirty (30) days prior to any change.

4:2 The Board will not be liable to its employees or to the Association for any claim arising from the application of the aforementioned provisions, except if it erred or has exhibited lack of good faith or willful misconduct and such error, lack of good faith, or willful misconduct has been asserted by the Association within a period not to exceed sixty (60) days from the time the Association should or could reasonably have known of the incident.

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

4:3 The Human Resources Office of the District will be responsible for making each applicant aware of this Article prior to hiring.

4:4 If the employee leaves the employment of the District before the total amount of the dues owed to the Association has been deducted, the District will deduct any amount owed the Association as provided for by the dues deduction authorization card from the employee's last paycheck and transmit same to the Association.

4:5 The Association President will receive a copy of the monthly classified board report.

ARTICLE 5 RIGHTS OF THE PARTIES

5:1 The Board will make available to the Association, upon its request, statistics and records which are relevant to negotiation or necessary for the proper enforcement of the terms of this Agreement, to the extent to which such information is in the public domain. Employees shall be provided electronic access to the Collective Bargaining Agreement through the intranet.

5:2 Administrative directives, such as notices of meetings and bulletins, which directly affect working conditions of secretaries, will be forwarded to the Association President/designee at the time of the issuance of the directive, provided such notices or bulletins are not of a confidential nature.

5:3 A copy of the current Board Policy and Board Minutes (agenda) shall be maintained online. Such documents will be maintained and provided in a timely manner, and the Association President will have access to said documents as they are made available to the public.

5:4 Accredited representatives of the local, state and national Association will be permitted to transact official Association business on school property at all reasonable times provided that this will not interfere with or interrupt the program of the School District. The Association representative will obtain approval of the principal of the building or other person in charge of the building which the representative is visiting by reporting to the office. Such permission will not be refused except for just and sufficient cause.

5:5 Whenever members of the bargaining unit are mutually scheduled to participate in negotiations during working hours, they will suffer no loss of pay nor will they be required to make up the time lost.

5:6 When members of this bargaining unit serve on committees making recommendations to the Superintendent and/or Board, the Association will receive a written/electronic response when any action is taken on said recommendations.

5:7 The Association will have the right to use school buildings for Association business on the same basis as other school affiliated organizations in accordance with District policy and state law, if there is any conflict between same, then the state law will prevail.

5:8 The Board will give written notification to the Association of any proposed additions/reductions in all secretarial staff positions and functions involving members of the bargaining unit, thirty (30) calendar days prior to the notification of the affected employees.

5:9 The Superintendent or Designee will meet with the Employer-Employee Relations Committee for the purpose of discussing any new programs, experiments, research projects, changes in programs which directly and significantly affect persons covered by this Agreement.

5:10 The Association may use the school office and District inter-office mail system and bulletin board space for posting notices in areas readily available to employees and assigned for the dissemination of information by means of notices, circulars, or other similar materials pertaining to Association business under the following provisions:

- (a) The material must identify clearly the individual(s) and/or organization responsible for the information contained therein; and
- (b) A copy of the material being distributed must be given to the building principal or designee prior to or at the time of posting or dissemination in that building. If the material is to be distributed or posted system-wide, a copy also must be furnished to the Superintendent or designee prior to time of posting or dissemination.

5:10.1 The Association shall have the right to distribute email, bulletins and other pertinent materials by placing them in the mailboxes for secretaries or by sending electronic mail. A copy of these materials must be sent to the Superintendent or designee.

5:11 A copy of this Agreement will be made available via the district intranet, 25 copies available for President and additional copies within reason will be provided upon request.

5:12 The Board hereby agrees to grant an unpaid leave of absences not to exceed four (4) consecutive years, to any employee serving in an elective office or appointed to the full-time staff of the Association. The leave holder will continue to accumulate seniority. Such leaves are subject fully to the laws of the State of Delaware and the rules and regulations of the State Department of Education. Any employee granted such leave must notify the Board annually, in writing, of his/her desire to continue such leave and such notification must reach the Superintendent no later than April 1. If the employee desires to return from leave of absence, he/she will notify the Superintendent by letter, no later than April 1 preceding the July 1 he/she wishes to return. Upon his/her return, he/she will be assigned to the same or similar position to the one from which leave was granted or at least to a position in the District for which he/she is qualified as long as he/she has sufficient seniority to return.

5:13 Nothing contained herein will be construed to deny or restrict to any employee such rights as may be held under Delaware School Laws or other applicable law.

5:14 Whenever an employee is required to appear before the Board or committee, agent or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position or employment or the salary or any increments pertaining to, then he/she will be given prior written notice of the reasons for such meetings or interview at least forty-eight (48) hours in advance and will be entitled to consult with and have an Association representative to advise and represent him/her during such meeting or interview.

5:14.1 When an employee is requested to meet with an administrator and he/she at any time reasonably believes the meeting may result in disciplinary action, the employee may have an Association representative present. Such representative must be available within a reasonable amount of time.

5:15 Any suspension of an employee by the Board of Education pending the disposition of charges will be with full benefits.

5:16 The Red Clay Consolidated School Board, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Delaware and of the United States, and including, but without limiting the generality of the foregoing, the right: To exercise executive management and administrative control of the school system, its properties and facilities, and direct the work activities of its employees; to hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or for cause their dismissal or demotion; and the exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Delaware, and the Constitution and laws of the United States.

5:17 Nothing contained herein will be considered to deny or restrict the Board of its rights, responsibilities and authority under the Delaware School Laws or any other national, state, county, district or local laws or regulations.

5:18 Up to twelve (12) days will be granted annually to the Union President or a person designated by the President to perform official Union functions. Proper application must be followed to be released for this purpose. In a given year, should the Union exhaust its days and need additional time, it may request same of the Superintendent whose decision shall be final. Such time will be in addition to sick leave and/or personal days.

ARTICLE 6 WORKING CONDITIONS

6:1 The personal life of an employee will be of no concern to the Board or District unless it directly impacts the work performance of the employee.

6:2 Employees will move sequentially on the salary schedule in annual increments. Employees must work more than one-half (1/2) of their normal work year to receive the annual increments.

6:3 If a secretary works before or after normal working hours to chaperone, collect tickets, or supervise a student activity other than those covered by extra-pay for extra-curricular activities, he/she will be compensated at the hourly rate as established in the collective bargaining agreement between RCEA and RCCSD. If the time accrued by participating in these activities exceeds forty (40) hours, then the employee will be compensated at time and one-half in accordance with the Fair Labor Standards Act.

6:4 No secretary or clerk except probationary will be discharged, reprimanded or disciplined except for just cause. In the event that a secretary is summoned by an administrator for a conference concerning the above, the secretary will have the right to be represented by the Association at any or all such meetings. Any such actions will be with due regard to privacy.

6:5 An employee will not be required to administer medical treatment or perform nursing duties; however, in an emergency situation which requires immediate action, an employee is expected to act in a reasonable and prudent manner and will be held harmless from any liability, damages or other monetary expense such as legal costs to defend an action against the employee arising from such conduct. A qualified medical person will be brought on the scene as soon as possible.

6:6 Whenever possible all notices to delay or cancel school openings will be transmitted no later than 6:00 a.m. for announcement over local radio stations, email and via District Messaging System as well as State and District website postings. In the event of delayed openings, employees are expected to arrive at work as early as possible, taking into consideration the reasons for the delay and the distance traveled. In the event that the employee work day is canceled, such canceled days will not be charged to an employee's vacation or sick leave.

6:7 Any secretarial/clerical employee temporarily transferred to a higher rated classification will receive the higher rate of pay in said classification for the number of days actually worked in such classification.

6:8 The administration will provide secretaries with a safe and secure place for counting of school monies such as the school principal's office, the nurse's office, or other locked facility. No secretary will be required to transport school monies outside the building without an escort.

6:8.1 The District will make a reasonable effort to provide a safe storage space for employees to store their personal articles.

6:9 Health and Safety

6:9.1 The employer will provide proper safe and sanitary conditions for the health and safety of all employees while working and to this end, including sanitary products in the rest rooms (antibacterial soap, paper towels, toilet shields, napkins/tampons).

6:9.2 The employer and the Association will cooperate in the enforcement of safety regulations.

6:9.3 Employees will report all unsafe or hazardous conditions to the supervisor in charge who will take appropriate action to remedy the conditions which may include the notification of state and local public health officials. The administration will provide in writing a report to the employee within three (3) days of steps being taken to remedy the condition. If, in the opinion of the employee, the steps are unsatisfactory, the employee may file a grievance at Level Three.

6:10 Secretaries will not be required to perform maintenance duties.

6:11 For reasons of personal safety, secretaries will not be required to work alone in the building when schools are not in session. Time off during this period will be counted as vacation except for holidays set forth in this Agreement. Any secretary who is scheduled to work alone in a building for more than a brief period of time as a result of the absence of other personnel may elect to take a day (or half day) vacation as an alternative to working alone. Such vacation must be cleared with appropriate administrative authorities.

6:12 Secretaries will have the right to use staff/teacher lounge.

6:13 When an employee is promoted to a higher classification, he/she will be placed on the same salary step in the new classification as the step he/she was on in his/her former classification prior to his/her promotion.

6:14 At least one (1) in-service day will be provided each year for all secretaries with full pay. The committee will have representation from the Administration and from the Association. The committee will develop recommendations for in-service programs and other training needs including potential career ladder training. The cost of the approved in-service day program e.g. speaker, room, and materials, will be paid for by the Board. The committee will meet no later than five (5) months prior to the scheduled in-service day. Whenever members of the in-service planning committee mutually agree to meet during working hours, they will suffer no loss of pay nor will they be required to make up the time lost. It is understood that approval for this time will be coordinated with the respective supervisors.

6:15 No employee will be required to transport students in his/her personal automobile.

6:16 Secretaries will immediately report cases of injury suffered by them in connection with their employment to their immediate supervisor. In cases of assault or work-related injury suffered by an employee, the supervisor will ensure that the proper procedures and policies are followed. Procedures and policies will be provided to employees at the beginning of each school year or when revisions are made.

6:17 Secretaries will receive reimbursement at the rate permitted by the state when required to use their automobiles for district business.

6:18 No secretary/clerk will be required to stay past normal working hours to supervise children who are left at school, brought back to school or sent to the office for discipline; thereby, administrators will develop a contingency plan for such situations.

6:19 All schools will have a senior secretary.

6:19.1 In buildings with only one secretary, when the secretary is absent due to sickness for more than one working day, a floating senior secretary will be provided, if available. In buildings with only one secretary, when the secretary is out due to a planned absence, the clerk will be upgraded from the first day of absence, if available.

6:19.2 In buildings where there is a senior secretary and clerk, when the senior secretary is out of the building for a planned absence, the clerk will be upgraded from the first day of the senior secretary's absence when completing senior secretary responsibilities. When the senior secretary is out of the building for an unplanned absence, the clerk will be upgraded from the second consecutive day of the senior secretary's absence when completing senior secretary responsibilities. Deployment of a floating senior secretary would not preclude the clerk from being eligible to receive the upgrade.

6:20 The Association does not challenge the District's use of adult co-ops. The district acknowledges it is contractually prohibited from using adult co-ops (reported time) to replace bargaining unit positions or to deprive employees of opportunities for transfer, promotion or other contractual benefits. The District will fill all state allocated clerical positions with permanent employees and will not use an adult co-op to deprive employees of opportunities for transfer, promotion, overtime and/or other contractual benefit. The duty of the co-op will be to assist the permanent employees in routine tasks such as filing, answering phones, and light typing which do not require the use of independent judgment. The adult co-op will not do student attendance and unit counts. Should the District deem it necessary to use adult co-ops in a building that currently does not employ such, it agrees to meet with the Association via the Employee-Employer Relations Committee at least thirty (30) days prior to reaching such a decision. The purpose of the meeting shall be for the District to provide the Association the reasons why it believes an adult co-op is necessary in such a building.

ARTICLE 7 EVALUATION AND PERSONNEL RECORDS

7:1 Each new employee will be evaluated in writing by his/her immediate supervisor within the first six (6) months of his/her employment. All secretarial evaluations will be conducted openly and with knowledge of the employee and should note both deficiencies in his/her performance and improvements; they will be completed by the first week of June for 10/44-month clerks and July 1 for all classifications of secretaries. The evaluation will be discussed with the employee and the employee will sign the evaluation before submission to the appropriate office for filing. Such signature will indicate only that the employee has read the material and does not necessarily indicate agreement with its contents. One copy of the signed evaluation will be given to the employee at least twenty-four (24) hours before any conference to discuss it, and one copy will be placed in the District's personnel file pertaining to the employee.

7:1.1 The District and Association agree that performance problems should be brought to the employee's attention as soon as possible in order to provide an opportunity to correct said problem.

7:1.2 A secretary who wishes to disagree with the evaluation must do so in writing within ten (10) school days after receipt of the evaluation or conference, whichever is later, to discuss it. Such rebuttal will be attached to the evaluation before it is submitted to the Human Resources office for filing.

7:2 District personnel files will be maintained in the Human Resources Office. Evaluation or derogatory material which is not contained in the employee's official personnel file may not be used in a proceeding against the employee.

7:3 Every employee will be entitled to knowledge of and access to supervisory records and reports which are maintained in the official District Personnel File with reference to evaluation of his/her performance in the school district.

7:4 Employees will also have the right, upon reasonable request to be given an appointment to review the contents of the District Personnel File pertaining to them, except for material considered to be confidential. Confidential materials will be defined as placement papers, transcripts, references, interview records, and similar materials gathered in connection with the employee's application for a position in the District.

7:5 The District Personnel File will not be taken from the office by the employee and will be examined in the presence of the Superintendent or designee. The employee may have an Association representative present during such review. Employees may receive copies without charge of twenty (20) pages of non-confidential documents filed in the personnel file on an annual basis.

7:6 No material derogatory to the employee's conduct, service, character, or personality will be placed in the file without the employee's knowledge. The employee will acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that the signature merely signifies that the employee has read the material to be filed and does not necessarily indicate agreement with its content. Should the employee refuse to sign such a document, a designee from both the District and the Association will sign as a witness to that fact and the material will be placed in the file, the absence of the employee's signature notwithstanding.

7:7 An employee may request in writing to the Human Resources Administrator that material he/she deems unfavorable be removed from his/her personnel file. The employee will be notified in writing of the disposition of the request within ten (10) days.

ARTICLE 8 SENIORITY, LAYOFF AND RECALL

8:1 The term seniority as used in this Agreement will be calculated as the length of continuous service in a secretarial/clerical position in the District.

8:2 The Human Resources Office will annually publish on or before January 15 of each year a list of all employees by classification in seniority order. This list will be published online. Employees who wish to appeal their placement on this list must do so, in writing, to the Human Resources Office before February 1 of the year the list is published. A final list will be posted by March 1 each year. An employee's failure to question prior to February 1, his/her placement on the first posted list, will preclude the assertion of incorrect placement in challenging any subsequent actions having to do with seniority. Once an appeal has been adjudicated, no further appeals for the same reason will be honored.

8:2.1 The following criteria shall be used as a tie breaker where two or more employees have the same seniority. This list should be followed in sequential order:

1. total length of service in the Red Clay Consolidated School District;
2. total length of service in the State;
3. total secretarial service;
4. educational level on state salary schedule;
5. lottery.

8:3 An employee will lose his/her seniority and all rights thereto under this Agreement for the following:

- (a) resignation or discharge for just cause (and the discharge is sustained);
- (b) retirement;
- (c) failure to return to work from a leave of absence or failure to notify the District of intent to return to work within the specific time requirements; and
- (d) failure to respond to proper recall notice; or being laid off for more than two (2) years.

8:4 Probationary Period

8:4.1 New employees will serve a probationary period of sixty (60) calendar days, which may be extended an additional thirty (30) calendar days with written notification to the employee and the Association. Probationary employees may be dismissed or demoted without cause. A written performance evaluation will be shared with the new employee at approximately thirty (30) calendar days. Probationary information will be shared with the employee at the pre-employment meeting.

8:4.2 Upon satisfactory completion of the probationary period, the employee's seniority will be established as the date of hire.

8:5 Layoff

8:5.1 If a reduction in force is necessary beyond normal attrition, the Superintendent will determine the number of positions that will be reduced, as well as the date such reductions are needed and will apprise the affected employees of this information thirty (30) calendar days prior to the effective date of the reductions. The Association will be notified of this reduction at the same time.

8:5.2 In the event of a reduction in force in any school or schools (departments) the employees with the least classification seniority in the affected classifications will be subject to such layoff. Such employees, if their district seniority in the bargaining unit is greater than the district seniority of other employees in the same or lower classifications and provided they are qualified as required by this Agreement to perform the work, will have the right to replace the employees with the least seniority.

8:5.3 An employee exercising his/her right to be transferred to the same or lower classification rather than being laid off will receive the salary rate of the classification to which he/she is being transferred.

8:5.4 An employee who does not exercise his/her right to be transferred to a lower classification will be laid off and is eligible only for recall to the classification from which he/she was laid off.

8:5.5 An employee who opts to "bump down" to a lower classification in order to avoid layoff will be given the option to return to his/her original classification in seniority order as soon as a vacancy occurs in that classification. If such employee is offered a position in his/her original classification and refuses same, he/she will waive his/her "right of return".

8:6 Recall

8:6.1 Except as provided in Section 8:5.4, employees will be placed in seniority order on a recall list for the classification from which they were laid off and any lower classifications that they so request within ten (10) days of the date of layoff.

8:6.2 Employees will be recalled, according to classifications, from which they were laid-off, in seniority order and will receive the salary of the classification to which they are recalled.

8:6.3 Employees who elect to be placed on a recall list of a lower classification than that from which they were laid off, and are recalled to a lower classification, will remain on the recall list of their former classification.

8:7 Refusal of an employee to accept the position within five (5) calendar days of the postmarked date on the certified notice or date of telephone contact and then to report to work within ten (10) calendar days of that acceptance, or fourteen (14) calendar days if employed elsewhere, or at such later time as is determined by the administration, will relieve the Board of further obligation to offer re-employment.

8:8 Employees who are laid off will be automatically placed on the recall list for a period equal to their length of service but not to exceed two (2) years. To remain on the recall list for a second year, the employee must respond to the written notification sent to him/her by the District at the end of one year. Failure to respond to that notification in writing will eliminate the person from the recall list.

8:9 An employee on the recall list who exercises his/her seniority by accepting a temporary or part-time position will not surrender his/her right to a regular position. The person may be placed in a regular position before completion of the temporary or part-time employment with administrative approval. The employee will remain at his/her appropriate position on the recall list.

8:10 Time lost by any employee laid off under the provisions of this article who is subsequently recalled under provisions of this Article will not be considered to interrupt continuous service; but such time will not be counted toward additional service or be a criterion for holiday, vacation, pay, pension or other benefits as set forth in this Agreement.

8:11 Employees on Board approved leaves of absence will be subject to all provisions of this Article.

8:12 Employees who are eligible for recall must keep the District Human Resources Office informed in writing of any changes in their address and telephone number.

8:13 Employees who resign or have been dismissed for any reason other than reduction in staff are not subject to provisions of this Article.

ARTICLE 9 TRANSFERS AND PROMOTIONS

9:1 Posting and Selectionn for Lateral and Promotional Positions

9:1.1 Notices for regular vacancies or newly created positions within the bargaining unit including promotional positions will be posted in each building and a copy of each posting will be sent to the Association President. Notices will be posted at least seven (7) days prior to the application deadline. No regular appointments will be made until after the deadline for filing applications. No transfers or promotions will be made between August 15 and September 30, in order to facilitate the opening of school. Anyone who is selected and accepts a transfer or promotion during that timeframe will be paid at the higher rate. The parties agree to the following process for filling of vacancies:

9:1.2 Every position will require a basic office skills test to include but not be limited to proficiency in data processing applications. Results will be considered in the hiring process. A sub-committee appointed by the Employer-Employee Relations Committee will be convened to review, field test, and select appropriate tests pertinent to each secretary classification identified by the current salary scale.

9:1.3 The written notice of a vacancy will be posted according to job qualifications in Appendix C of this contract. These postings will only be altered in accordance with Article 16.5. The information contained in each posting will include:

- (a) type of vacancy;
- (b) position description;
- (c) location;
- (d) starting date;
- (e) qualifications;
- (f) salary (see attached Appendix B for local salary portion); and
- (g) other relevant information.

9:1.3.1 When a vacancy exists for a specific classification, the position will be posted in accordance with this Article. Additionally, another posting for the same classification will be advertised with the location marked "to be determined". Employees will have the option of posting for the vacant position or the location "to be determined" in accordance with Article 9.

9:1.3.2 Employee names will be collected for the duration of the posting period for those individuals interested in the location "to be determined". If the original position is filled by an internal applicant from the same classification (lateral), those employees who expressed interest in accordance with this article shall be contacted by a representative from the Human Resources Office to determine continued interest in the position once the location has been determined. If the original position is filled by an internal applicant from a different classification (promotion) then a new posting for that classification shall be required.

Employees may decline the position without forfeiting their rights to apply for other transfer/promotion opportunities. The parties agree that the intent of this language is to expedite the filling/backfilling of regular vacancies.

9:1.4 The written notice set forth for a particular position will not be substantively changed in the posting. In the event of a substantive change, the notice will be withdrawn and, if necessary, reposted.

9:1.5 Selection will be determined by the following criteria which are listed according to priority:

- (a) qualifications based upon evaluations, experience, knowledge of job, qualifications based upon information developed at the interview which is directly related to the job in question, and additional training;
- (b) seniority; and
- (c) other relevant factors.

Employees will be given five (5) days to accept or reject the offered position.

9:1.6 In filling positions within the bargaining unit, when qualifications have been met in accordance with Section 9:1.5, and where the requirements of the District's affirmative action plans do not dictate to the contrary, the successful candidate for the position will be chosen from among the top three (3) most senior candidates making application. Such recommendation will normally be made within ten (10) school days from the closing date of the posted notice for the job. The District will notify the Association President of a filled vacancy within five (5) days of acceptance of the offer including the name of the successful candidate and whether they were internal or external.

9:1.7 It is understood by the parties that at least the three (3) most senior candidates will be personally interviewed by the appropriate supervisor.

9:2 Lateral Transfers

9:2.1 Employees who desire a transfer to a posted position may apply as specified in each posting notice. Requests for lateral transfers within the same classification in the bargaining unit will be considered prior to considering requests from other candidates.

9:2.2 Any employee transferred/reassigned will be given three (3) to five (5) days, in full or in part, training in the position to which she/he has been transferred/reassigned.

9:2.3 Employees requesting a lateral transfer (same classification, different location) will not be asked to take any performance or skill test that may be required to meet the minimum performance levels for the job unless the skills required are significantly different than those used in the current job.

9:2.4 If an employee is denied a transfer, the Human Resources Administrator will meet and discuss the denial upon the written request of the employee. The employee will be entitled to have an Association representative present during such meeting.

9:2.5 An employee must have six (6) months service in the District to be eligible to apply for transfer. Any employee who is granted a transfer may not normally apply for another transfer within one (1) year.

9:2.6 Employees to be considered must file application no later than the closing date for applications set forth in the posting notice and the employee's application must show evidence of meeting satisfactorily the qualifications of the position.

9:2.7 Each position will be subject to a ninety (90) day trial period. Should either the supervisor or the employee decide that the transfer is not successful, the employee will have the right to return to the position from which he/she was transferred.

9:3 Promotions

9:3.1 Employees to be considered must file application no later than the closing date for applications set forth in the posting notice and the employee's application must show evidence of meeting satisfactorily the qualifications of the position.

9:3.2 Employees who are applying for a promotional position will be required to take any performance or skill test that is utilized to determine the minimum performance level for the job; however, if the employee has previously been tested for a similar position within the bargaining unit and meets the qualifications for the position, he/she will not be required to take the test.

9:3.3 If an employee is denied a promotion, the Human Resources administrator will meet to discuss the denial upon the written request of the employee. The employee will be entitled to have an Association representative present during such meeting.

9:3.4 Each promotion will be subject to a ninety (90) day trial period. Should either the supervisor or the employee decide that the promotion is not successful, the employee will have the right to return to the position from which he/she was promoted. The employee will receive the rate of the classification from the first day on the job in the new classification.

9:4 Involuntary Transfer

9:4.1 Although the Board and the Association recognize that frequent involuntary transfer(s) of employees may be disruptive to employees, they also recognize that such transfers are sometimes necessary.

9:4.2 At least fifteen (15) calendar days notice, of proposed involuntary transfers or reassignments will be given to the employee involved upon knowledge that such transfer or reassignment is necessary except in an emergency which requires immediate action.

9:4.3 An employee may request a meeting with his/her supervisor/designee to discuss the transfer and may be accompanied at the meeting by an Association representative.

9:4.4 Employees will not be involuntarily transferred to other than existing vacancies in their classification, except as organizational needs and legal requirements dictate, provided that such involuntary transfers are within the same classification.

9:4.5 Where transfers are deemed necessary and such transfers are involuntary, the least senior employee, in the affected classification, will be transferred unless the sending or receiving schools' (departments') operational needs require a particular employee's experience and qualifications or where it is necessary to satisfy the requirements of law, court order, or affirmative action programs.

9:4.6 An involuntarily transferred employee will be given the option, organizational needs permitting, to return to his/her original assignment when a vacancy occurs if the employee requests, in writing, within ten (10) calendar days of being involuntarily transferred.

9:4.7 Employees who are involuntarily transferred may apply for a lateral transfer or promotion after ninety (90) calendar days.

9:5 Reorganization

9:5.1 Once the Board or the Superintendent decides that an administrative reorganization is necessary, the Association will be informed in writing of said reorganization.

9:5.2 A meeting will be held to explain the reorganization if bargaining unit positions are to be eliminated/redefined and/or new positions are to be filled.

9:5.3 A list of all new positions will be given to all employees affected by the reorganization whose positions were eliminated.

9:5.4 The affected secretaries will be permitted to apply, in writing, for the next available positions based on the criteria outlined in Article 9:1.4.

9:6 It is understood by the Association that nothing set forth in this Article will prohibit the Board from simultaneously seeking candidates from outside the bargaining unit for vacancies; however, it is understood by the Board that where an individual in the bargaining unit is qualified, the employee within the bargaining unit will receive the appointment in accordance with 9:1.

ARTICLE 10 HOLIDAYS

10:1 The following are holidays with pay for clerical employees:

- Independence Day
- Labor Day
- General Election Day*
- Veterans Day (as prescribed by Delaware Code)
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- Eve or Day after Christmas
- New Year's Eve or Day before New Year's Day
- New Year's Day or day after
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Monday following Easter
- Memorial Day
- Juneteenth
- Any day proclaimed by the Governor and approved by the Superintendent

*In fiscal years in which there is not a General Election Day, operational requirements permitting, an additional holiday will be set to coincide with a mutually agreed upon day given to the other employee groups of the District.

10:2 Holidays set forth in 10:1 will follow the approved school calendar each year; however, there will be no fewer than thirteen (13) for the fiscal year.

10:3 If schools are scheduled to be in session on any of these dates, an alternate holiday will be scheduled by mutual agreement. In such instances, the original named holiday will not be subject to premium pay.

10:4 If the holiday falls on Saturday, Friday will be observed as the holiday. In the event that school is in session on Friday or Monday, the provision of 10:3 will apply. If the holiday falls on a Sunday, Monday will be observed as the holiday.

10:5 Any employee who is required to work on any of the holidays listed in 10:1 will be paid his/her regular holiday pay plus double time for the hours worked.

ARTICLE 11 VACATIONS

11:1 Twelve-month secretarial/clerical employees are to be granted vacations with pay as follows: ten-month employees, hired prior to July 1998, 10/12 of the following:

- (a) For employment less than one (1) year: One (1) day per month up to ten (10) days, but in no event will a ten or eleven-month employee receive less than one (1) day per month to a maximum of ten (10) days during the first year of employment.
- (b) For employment from one (1) year through eight (8) years: Sixteen (16) days.
- (c) For employment of nine (9) years: Seventeen (17) days.
- (d) For employment of ten (10) years: Eighteen (18) days.
- (e) For employment of eleven (11) years: Nineteen (19) days.
- (f) For employment of twelve (12) years: Twenty (20) days.
- (g) For employment of thirteen (13) years: Twenty-one (21) days.
- (h) For employment of fourteen (14) years: Twenty-two (22) days.
- (i) For employment of fifteen (15) years: Twenty-four (24) days.

11:2 Vacations will be credited at the beginning of the fiscal year preceding the period when they are earned. If the employee leaves employment prior to earning all days credited, the days not earned will be deducted from the final paycheck.

11:3 Vacation time up to a maximum of forty-two (42) days may be carried over in accordance with State of Delaware laws.

11:4 Choice of Vacation Period

All vacation requests will require the Supervisor's approval and may be put off to a time consistent with operational needs. In general, vacations will be granted at the time requested by the employee, unless operational considerations require delay to a future time. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, or in the event of any conflict over vacation periods, the employee with the greater seniority will be given his/her choice of vacation period, provided operational considerations do not require delay to a future time. Vacation periods will be taken each year.

11:5 Vacation Pay

11:5.1 The rate of vacation pay will be the employee's regular straight time rate of pay in effect for the employee's regular job.

11:6 The employer agrees to make whole any employee who suffers proven financial loss (i.e., non-refundable deposits) due to any change in approved vacation schedule made at the request of the employer. The affected employee will notify his/her supervisor of such situation within twenty-four (24) hours of his/her knowledge of the projected change and mutual agreement will be reached by the employer and employee as to the amount of the financial loss prior to the change occurring.

11:7 Work During Vacation Period

11:7.1 Any employee who is required to and does work during his/her vacation period will be paid for regular hours at his/her regular hourly rate up to thirty-seven and one-half (37.5) hours in a given week. Thereafter, his/her rate will be at one and one-half times his/her regular rate. In addition, the employee's vacation (with pay) will be rescheduled to a future time.

11:8 Vacation Rights in Case of Separation

11:8.1 Any employee who is retired or separated from the service of the employer for any reason prior to taking his/her vacation will be compensated at the time of separation for any accumulated, unused vacation up to the maximum allowable.

11:9 Employees will be provided an annual record of their vacation time accumulated.

ARTICLE 12 HOURS OF WORK AND PREMIUM RATES

12:1 The employer will establish hours of work for employees based upon the need for employees. The normal work week for full-time employees will be thirty-seven and one-half (37.5) hours, exclusive of lunch, except as overtime is required to carry out the mission of the employer. All hours worked in excess of thirty-seven and one-half (37.5) hours per week or seven and one-half (7.5) hours per day will be at one and one-half (1.5) times the employee's hourly rate.

12:2 Work Week

The normal work week will be Monday through Friday; however, the parties recognize that on occasion other schedules may be necessary and may be implemented provided:

- (a) any alternative to the Monday through Friday schedule will be timely discussed with the Association before it is implemented;
- (b) all time worked on any Saturday will be paid at the rate of time and one-half, and any work on Sunday will be paid at the rate of double time;
- (c) the premium pay will be considered the same as overtime and equitably distributed in accordance with the overtime distribution provision of this Agreement;
- (d) the alternate work schedules will not be utilized to diminish Saturday and Sunday overtime for employees assigned to the Monday through Friday schedule who normally service community groups on such Saturdays and Sundays; and
- (e) the development of a variable schedule will not increase the workload of employees on the regular Monday through Friday schedule.

12:3 Work Day

12.3.1 Seven and one-half (7.5) continuous work hours, exclusive of lunch, within a twenty-four (24) hour period will constitute a normal work day.

12.3.2 All full-time employees will be provided with two fifteen (15) minute rest periods for each full-time shift. Part-time employees working at least four (4) hours will be provided with one fifteen (15) minute rest period. The rest periods will be scheduled in the middle of each half shift or as near thereto as possible.

12:4 Distribution of Overtime

Overtime work will be assigned equitably to employees working within the same department, so long as they are qualified for said work.

12:5 Overtime Work Assignment

Overtime work assignments will be determined at the discretion of the immediate supervisor consistent with the provisions of Section 12:4.

12:6 In consideration of the above, it is agreed by the Association that employees will accept assigned overtime on the following basis: Employees qualified to perform the available overtime work will be offered overtime on a rotational basis based on seniority. If an employee declines the overtime, it will be credited for equitable distribution as if he/she has worked the overtime. The qualified employee with the least seniority must accept the overtime assignment in the event employees with greater seniority decline.

12:6.1 Non-participation in overtime activities will not be a factor in the evaluation of a secretary.

12:7 The employer reserves the right to reasonably modify starting and quitting times of employees. The employer will normally notify the employee(s) involved at least seventy-two (72) hours in advance of such change; however, in the event of an emergency, the employee(s) will report as requested without regard to the aforementioned seventy-two (72) hours notice.

12:8 Payment for overtime will normally be made within the second payroll following the pay period in which the work was performed, providing the time was reported by the employee in accordance with District procedure.

ARTICLE 13 WORK YEAR

13:1 Ten-Month Clerks

13:1 The work year for ten-month clerks hired after July 1998 will be 206, 207 or 208 days including holidays, dependent upon the twelve-month work year calendar. Vacation days are not accrued. The Work Calendar for the ensuing year will be published and sent to these ten-month clerks prior to the end of the present school year. Employees on a ten-month work year will also receive 10/12 of the salary established for twelve-month positions.

- a. A representative from Payroll, Human Resources, and RCSA will meet in advance of the publication of the 10-month clerk calendar to give input on work days.

13:2 The work year for twelve-month secretaries will be 260, 261 or 262 days including vacation days and holidays, dependent upon the work year calendar.

13:3 Title 14, Section 1320, Delaware Code, provides as follows:

For each day's absence for reasons other than those permitted under Section 1318 of this title, there will be deducted 1/185th of the annual salary of the employee who is employed for ten (10) months; 1/204th for the employee who is employed for eleven (11) months; and 1/222nd for the employee who is employed for twelve (12) months, for each day of unexcused absence.

13:4 Summer Hours

13:5.1 Secretarial staff may work the summer schedule beginning five (5) work days after the last teacher day and until five (5) days prior to the first teacher day.

13:5.2 Secretarial staff who accept the summer schedule will be permitted to leave thirty (30) minutes before their normal ending time and have no work breaks during the day.

13:5.3 Secretarial employees who use the one-hour lunch period may exercise the right to return to the thirty (30) minute lunch and leave an additional thirty (30) minutes before normal ending time.

ARTICLE 14 GRIEVANCE PROCEDURE

14:1 Grievance Procedure

14:1.1 A grievance will be defined as a written claim by an employee or the Association that the terms of this Agreement, official written policy of the Board of Education, or written Administrative rules and regulations relating to salaries, employee benefits and/or working conditions have been violated, misinterpreted, or misapplied resulting in the abridgment of rights granted to the employee by such documents or by the Association that its rights under the Agreement have been violated.

14:1.2 A grievant is the employee, employees or organization who files a grievance as provided for under this agreement.

14:1.3 A class grievance is a grievance filed by the Association which asserts an effect on a group or class of employees. Any such grievance will contain Sufficient information to clearly identify the aggrieved employees.

14:1.4 A continuing grievance is one in which the act complained of is repeated. A single occurrence, even though the effect may continue, must be filed within the time limit to be processed as a grievance.

14:2 The Association and the Board encourage informal resolution of differences and they agree that, to the extent appropriate at each level, grievance proceedings will be kept informal.

14:3 Days as used in this Article will mean work days unless otherwise

specified. 14:4 Timeliness

14:4.1 All grievances to be considered under Article 14 must be initiated in writing at Level One within fifteen (15) days from the time of the incident giving rise to the grievance or the time the employee or the Association should or could have reasonably known of the incident.

14:4.2 Claims under this Agreement, including back wages, will be valid for only the fiscal year in which the grievance was first filed in writing with the employer.

14:5 Grievances will be presented and adjusted in accordance with the following procedure:

14:5.1 Step One: The employee having a grievance, complaint or problem may meet with the principal or supervisor with the objective of resolving the matter informally. The employee may be accompanied by an Association representative. In the event the matter is not resolved informally and the matter is a proper subject for grievance under the definition set forth herein, a written grievance may be lodged by the employee with the principal or supervisor within fifteen (15) days from the time the grievance arose. The grievance will set forth the nature of the grievance, the remedy sought and the specific provisions of the Agreement, written rule or regulation, or written policy alleged to have been violated, and will state whether informal discussions were held.

No grievance may be changed after the decision at Level One; however, the grievance may be amended with respect to the cited policy, rule or regulation following the decision rendered at Level One of the grievance procedure if the response indicated an improper citation was used in filing the grievance rather than responding to the grievance on its merits and will be considered timely filed if resubmitted at Level One or the level at which the grievance was filed within ten (10) days of the initial response.

14:5.2 Level One

(a) The grievance will thereafter be discussed with the principal or supervisor.

14:5.3 Level One

(b) Within five (5) days after receiving the grievance, the principal will communicate his decision in writing to the employee who lodged the grievance and the appropriate Association representative.

14:5.4 Level Two

Within five (5) days after receiving the decision of the principal, the aggrieved employee, through the Association, may appeal in writing from the decision at Level One to the Director of Personnel Services/designee. Within five (5) days of receipt of that appeal, the Director of Personnel Services/designee will meet with the grievant and the Association representative to attempt to resolve the grievance. The Director of Personnel Services/designee will communicate a decision and reasons therefore in writing to both the grievant and the Association within five (5) days after the date of the meeting.

14:5.5 Level Three

If the grievant is dissatisfied with the decision of the Director of Personnel Services/designee, within five (5) days of that decision the aggrieved employee, through the Association, may appeal the grievance in writing to the Superintendent and/or designee. The Superintendent and/or designee will meet with the grievant and Association representative within five (5) days to attempt to resolve the grievance and will communicate the decision and reasons therefore in writing to both the grievant and the Association within ten (10) days after the date of the meeting.

14:6 Submission to Arbitration

14:6.1 The decision of the Superintendent/designee will finally determine the matter unless the Association notifies the Superintendent in writing within fifteen (15) business days of a demand for arbitration which will state in reasonable detail the nature of the dispute and the remedy sought.

Where the Association files a timely demand for arbitration, representatives for the Association and District will confer to select an Arbitrator within thirty (30) days of the demand. In the event the parties are unable to agree, the selection of the arbitrator shall be through the Delaware Public Employment Relations Board (PERB) in accordance with its rules and procedures. The Association will represent the grievant at the arbitration hearing.

14:6.2 No claim will constitute an arbitrable matter or be processed through arbitration if it pertains to:

- (a) a matter where a specific method of remedy or appeal is specifically prescribed by law;
- (b) any specific rule or regulation of the State Department of Education; however, failure to equitably apply such rules or regulations may be arbitrable;
- (c) any matter which according to law is either specifically beyond the scope of Board authority or which the Board may not specifically delegate; and
- (d) dismissal of a probationary employee.

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

14:6.3 Appeal to arbitration where other procedures of appeal are available will operate as a waiver of any such alternative method of appeal, and such appeal will be signed by the Association and the employee involved.

14:6.4 The appeal to arbitration will state in reasonable detail the nature of the dispute and the remedy requested.

14:6.5 If the Superintendent and/or designee disagree as to the arbitrability of the dispute, he/she will convene a meeting within ten (10) days with the President of the Association and the DSEA representative in an effort to resolve the differences between the parties.

14:6.6 If the disagreement over arbitrability persists, the arbitrator appointed under the procedures set forth herein will rule upon the question of arbitrability prior to hearing the merits of the dispute in question. If the matter is deemed arbitrable, the arbitrator will then proceed to hear the dispute on its merits or schedule a subsequent hearing if requested by either party.

14:7 Procedure

14:7.1 The party to this Agreement desiring that the matter be arbitrated will serve a written demand for arbitration upon the other party.

14:7.2 The arbitrator will schedule a hearing at a time and place convenient to the parties and will issue a decision to the Board and the Association no later than thirty (30) calendar days after the hearing. The arbitrator's decision will be in writing and will set forth the findings, reasoning and award on the issues submitted.

14:7.3 The arbitrator's written decision will not amend, modify, nullify, add to or subtract from the provisions of this Agreement. The decision must be based solely and only upon the arbitrator's interpretation of the meaning or application of the express provisions of this Agreement.

14:7.4 The decision of the arbitrator will be binding upon the parties.

14:8 Costs of Arbitration

14:8.1 The costs for the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expenses and the cost of the hearing, will be shared equally by the Board and the Association. Any other expenses incurred will be paid by the party incurring them.

14:9 Miscellaneous Provisions

14:9.1 All grievances should be processed as rapidly as possible; the number of days indicated at each level will be considered a maximum and every effort will be made at each level to expedite the process; however, the specified time limits may be extended by mutual written agreement.

14:9.2 Except where there has been an agreement to extend the time limits, failure at any step of the grievance procedure to communicate the decision within the specified time will constitute authority to proceed to the next step, and failure to proceed to the next step within the specified time will constitute acceptance of the decision rendered at that step.

14:9.3 The Association will process all appeals and receive copies of all decisions concerning grievances.

14:9.4 A representative of the Association will be permitted to participate in all grievance meetings at all levels. The Board may be represented at all steps by a number of personnel equal to the number appearing on behalf of the Association, including the grievant.

14:9.5 Meetings or hearings at any level of the grievance procedure may be waived by mutual agreement of the parties.

14:9.6 If, in the judgment of the Association, a grievance affects a group or class of employees or the Association, the grievance will commence at a step appropriate to the occasion giving rise to the grievance.

14:9.7 Grievances relating to suspension or discharge may be initiated at Level Two of the grievance procedure.

14:9.8 Where grievance proceedings are mutually scheduled by the parties during work time, persons who are properly present will suffer no loss of pay.

14:9.9 The filing or the pendency of a grievance will in no way operate to interfere with the right of the Board to take the action complained of, subject to the final decision in the grievance.

14:9.10 Notwithstanding the pendency of a grievance, employees will continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined. However, employees will not be required to work under unsafe or hazardous conditions.

1 Whenever the terms Human Resources Administrator or Superintendent/Designee are used in this article, it is understood by both parties that a designee may be named to act on behalf of such individuals.

14:9.12 No documents, communications, and records which are developed in connection with processing of a grievance will be filed in the employee's personnel file.

ARTICLE 15 NO STRIKE - NO LOCK-OUT PROVISION

15:1 The Association agrees that during the period of this Agreement, it will not, nor will any person acting in its behalf, overtly cause, authorize, or support a strike arising as a result of disputes over interpretation of this Agreement or any other matter over which the Board has jurisdiction. The Board also agrees that it will not offensively lockout employees for the duration of this Agreement.

ARTICLE 16 EMPLOYER-EMPLOYEE RELATIONS

16:1 An Employer-Employee Relations Committee composed of three (3) representatives named by the Association and up to three (3) administrators named by the Superintendent will meet, normally on a monthly basis, during the year to review and discuss what it believes to be contractual concerns as well as concerns given to it by secretarial employees of the District.

a. At least two times a year, in August and February, the employer-employee relations committee will have meaningful discussion regarding the process and effectiveness of onboarding new employees.

16:2 An issue(s) originating in a building will be discussed with the appropriate principal by the employee or an Association representative before the issue(s) is discussed by the Employer-Employee Relations Committee.

16:3 The Employer-Employee Relations Committee will not consider matters which are more properly subjects for the grievance procedure as outlined in Article 15.

16:4 The Employer-Employee Relations Committee will, as part of their responsibility, review the current evaluation document and procedure and make recommendations to the Superintendent for consideration.

16:5 The Employer-Employee Relations Committee will review the current job descriptions and job qualifications and make recommendations to the Superintendent. It is understood that these job descriptions and qualifications will be available as Appendix C of the contract.

16:6 A bilingual work group will be established by May 15, 2023 to determine processes and procedures to define requirements for the bilingual stipend.

**ARTICLE 17
SALARIES AND EMPLOYEE
BENEFITS**

17:1 The salaries of all employees covered by this Agreement will be the salaries as prescribed by 14 Del. C., Chapter 13, plus a supplement from District funds in the amounts in the schedules set forth in Appendix A, which is attached hereto and made a part hereof. Employees shall receive a \$500.00 total longevity beginning the 21st year of credited service, and an additional \$500.00 beginning the 25th year for a total of \$1,000 total longevity beginning the 25th year of credited service. Such longevity increment shall become a permanent part of the employee's salary and be paid each year thereafter.

17:2 Employees may elect to have their pay checks deposited to their accounts by the District in any New Castle County Bank which agrees to accept such deposits in accordance with procedures established by the District; this process, however, is subject to state approval.

17:3 The Board will make checks available to employees on the day designated by the State or within twenty-four (24) hours of receipt by the District whichever is later.

17:4 All State salary increases and schooling supplements, state bonuses, and cost-of living adjustments will be passed on to all employees as prescribed by law

17:5 Beginning July 1, employees working thirty (30) hours per week will be eligible to receive medical coverage provided by the State through participation in the State of Delaware Group Plan, up to the limits provided by the following schedules:

**Maximum
Monthly Local
Supplement**

Type of Coverage	Effective 9/1/2008
Individual	\$57.48
Employee & Children	\$84.30
Employee & Spouse	\$88.14
Family	\$132.84

In the event that the total cost of coverage exceeds the amount provided to an employee through the State Plan and through the local supplements provided above, such employee shall have the option of paying the difference, either by using the Fringe Benefit Stipend or by payroll deduction. In no case will the District's local contribution exceed the maximum limits stated above.

17:6 Beginning October 1, 2005, in addition to the local supplement toward the cost of medical coverage, employees working thirty (30) hours per week will be provided with a Fringe Benefit Stipend of up to \$140 per month (annually \$1,680). This stipend may be used to pay for employee participation in any of the following fringe benefit plans: Life Insurance, Disability Insurance, Dental Insurance, Prescription Insurance, Blood Bank, Medical Insurance. In the event that the total cost of benefits selected by an employee exceeds the Fringe Benefit Stipend provided, the employee will pay the additional cost through payroll deduction.

17:6.1 Beginning September 1, 2005, in addition to the local supplement toward the cost of medical coverage, employees working thirty (30) hours per week will be provided with a Fringe Benefit Stipend of up to \$118.00 per month (annually \$1,416). This stipend may be used to pay for employee participation in such fringe benefits as is available to the District in that fiscal year. The District will obtain bid proposals relating to fringe benefit coverage. The Association will have meaningful input into the bid process. The District will keep the Association informed as to the results of such proposals. In no case, however, will the District's local contribution exceed the maximum limits stated above.

17:6.2 Employees who work twenty (20) hours per week or more but less than thirty (30) hours per week will receive one-half (1/2) of the local supplement set forth in Section 17:5 for use toward medical coverage and one-half (1/2) of the Board stipend in Section 17:6 and 17:6.1 for use for other benefits.

17:7 An employee who is on Worker's Compensation caused by a job-related injury will have continued by the District the medical local supplement and the local employee benefit stipend for the remainder of the school year in which the injury occurred and for the next school year or until the employee is able to return to work, whichever is less.

17:8 \$5,000 each year will be available for tuition reimbursement with a maximum of up to \$1,000.00 per year per employee dependent on the number of employees (i.e. \$5000.00 / # of employees = reimbursement amount). Approval for coursework will be based on relevance to the secretary profession and/or the mutual benefit of the employee's professional development and the district's increased operational effectiveness. Prior approval of the Superintendent or his/her designee is required. Directions for application and reimbursement can be found on the District Intranet and will be updated accordingly.

17:9 The district will provide the local portions of Health Insurance contribution and the local stipend for an employee on workman's compensation. The benefits will be paid based on the maximum duration of the short-term disability benefit allowed under the State of Delaware's Disability Insurance Program. For those employees who remained in the State of Delaware's Disability Pension Plan, the benefits will be paid through the maximum duration of the disability pension preparation period.

17:10 Wilmington Wage Tax Employees who work in the City of Wilmington, but are not residents, who a a result are required to pay the city wage tax, shall receive a bi-weekly supplement as described below:

<i>Salary</i>	<i>Total Amount</i>	<i>Per Pay over 26 pays</i>	<i>Per pay over 22 pays</i>
Annual salary of \$20,000 to \$29,999	\$300	\$11.53	\$13.63
Annual salary of \$30,000 or more	\$400	\$15.38	\$18.18

17:11 The bilingual stipend will be set at \$400 which will be dispersed by check at the end of the fiscal year.

**ARTICLE 18
MISCELLANEOUS**

18:1 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of the Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, provided that in the event both parties agree to reopen negotiations on any issue, any resultant modification to this Agreement will be effected only by an instrument in writing duly executed and approved by both parties.

18:2 Nothing in this Agreement which changes existing Board policy, rules or regulations will operate retroactively unless expressly so stated.

18:3 Notices under this Agreement will be given by either party to the other by telegram, certified letter, or personal transmittal and written acknowledgment as follows:

- To the Board at: 1502 Spruce Avenue
 Wilmington, DE 19805

- To the Association at: Delaware State Education Association
 4135 Ogletown-Stanton Road
 Newark, DE 19713

18:4 In order to effectively represent employees in their respective function, telephones, courier mail and computers/email will be accessible to secretarial representatives.

**ARTICLE 19
DURATION OF AGREEMENT**

19:1 This Agreement will be in effect as of September 1, 2023 and will continue in effect until August 31, 2024, subject to the Association's right to bargain over a successor Agreement.

19:2 This Agreement will be binding on the parties, their successors and assigns for the duration of the Agreement in accordance with 14, Del. C. Chapter 40, unless specifically prohibited by law. Bargaining over a successor agreement will begin no later than March 31, 2024 upon request of the parties.

19:3 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.

19:4 This Agreement will continue in effect until replaced by a successor Agreement.

**ARTICLE 20
TECHNOLOGY**

20:1 The Board and Association recognize the importance of technology as a necessary tool for conducting district business. The primary intended use of technology is to further the attainment of the district mission and goals.

Employees shall effectively utilize district email, Intranet and Internet, Microsoft Office and any other applications specific to their job responsibilities.

It is understood that the District will provide the necessary training to foster the effective use of said technology and applications.

20:2 The Board and the Association agree that any communication over the network has no expectation of privacy due to the nature of the network operations. Material, files, information, and data carried on the network may, in the course of normal maintenance and service, be revealed. Confidential student and staff information may only be accessed by authorized personnel.

20:3 The Board and the Association recognize the importance of security on district computers, servers, and network drives. It is understood that passwords assigned to all staff members will remain confidential. It is also understood that files stored on the aforementioned devices will only be accessible to the individual who created them and administrative personnel.

**ARTICLE 21
STAFF DEVELOPMENT**

21:1 A comprehensive onboarding process will be established through the District and Employee-Employer relations committee.

21:1.2 The framework for a mentoring program will be established by July 31, 2023 between District and RCSA. Mentors will receive a \$100 annual stipend for each protégé. Lead mentors will receive an annual stipend of \$100. Mentors will need to provide documentation of contact hours to receive the stipend.

The parties through the Employee-Employer relations committee will determine the process, and effectiveness of the mentoring program.

Appendix A

CONFIDENTIALITY AGREEMENT

I understand and agree that violation of this Agreement may result in disciplinary action in accordance with the district policy #4010 and possible referral to appropriate law enforcement authorities and the District's pursuit of civil remedies.

I, _____, have accepted or currently hold a position with the Red Clay Consolidated School District (District).

I understand and agree that, in the course of my employment, I will have access to sensitive and confidential information regarding students, employees and retirees. I have been informed that unauthorized use or disclosure of confidential information regarding students is prohibited by the Family Educational Rights and Privacy Act (FERPA). I have also been informed that the Health Insurance Portability and Accountability Act (HIPAA) prohibits the disclosure of information relating to the physical or mental health or condition of a student, employee or retiree, in the provision of health care to that student, employee or retiree. Finally, I have been informed that the Americans with Disabilities Act (ADA) limits disclosure of medical information of employees, including occupational injuries and workers' compensation claims.

THEREFORE, I AGREE as follows:

1. I will hold all information relating to students, employees or retirees in strictest confidence and will not disclose such information to anyone other than a District employee with a legitimate need to know.
2. I will not access information relating to students, employees and retirees except in the performance of my job duties.
3. I will not use or permit others to use information gained as a result of my employment for personal gain.
4. I will not repeat any sensitive or confidential information that I encounter regarding a student, employee or retiree without authorization from my supervisor.
5. I agree to immediately report any unauthorized disclosure of information by me or others to my supervisor.
6. I will not remove any District record or report, or copy thereof, from the office where it is maintained, except in the performance of my job duties.
7. I will return any and all material containing confidential or sensitive information upon request by the District.

8. I understand and agree that violation of this Agreement may result in disciplinary action, up to and including termination of my employment with the District, and possible referral to appropriate law enforcement authorities and the District's pursuit of civil remedies.

9. I understand that the obligations contained in the Agreement will survive the termination of my employment by the District.

I HAVE READ THIS CONFIDENTIALITY AGREEMENT AND AGREE TO ITS TERMS.

EMPLOYEE NAME

SIGNATURE

DATE

Appendix B

RED CLAY CONSOLIDATED SCHOOL DISTRICTS LEAVES OF ABSENCE

LEAVES OF ABSENCE

Leaves of absence, including sick leave and absences for other reasons, will be according to Delaware State Law or other applicable laws.

Sick Leave –

Employees will be entitled to sick leave as provided by Delaware State Law. Employees, upon their request, will be entitled to personal days as provided by State Statutes. Such requests must be submitted at least ten (10) days in advance of the date being requested except in cases of emergency in which case the employee shall provide the reason(s) for being unable to provide the ten (10) day notice.

Allowable sick leave for subsequent employment is to be available at the start of the school year in accordance with Delaware State Law. Adjustments for employees who terminate services prior to the end of the school year will be made in their final pay check. Adjustments will be pro-rated based on sick leave being earned at the rate of one (1) day per month of service to the District.

Each employee will be given a written accounting of his/her accumulated sick leave credit as soon as possible but no later than October 30 of each year.

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

- a) The legal proceeding relates to school matters and the employee's presence as a party or witness is not caused by any fault or misconduct on the part of the employee as determined by the outcome of this proceeding; or
- b) The legal proceeding involved a matter of public interest, as distinguished from a private dispute, and the appearance of the employee as a witness in said proceeding may properly be considered to be the discharge of a civic responsibility.

Jury Duty –

Any employee who is called for jury duty and presents evidence to the Human Resources Office that the employee requested exemption from such duty, and the proper party in writing refused such exemption, will receive the daily rate of pay as an employee.

The following leaves of absence provisions not provided by Delaware State Code, are included as part of the Agreement:

Extended Leaves of Absence -

A leave of absence without pay and without credit for experience toward tenure, salary computation, or pension eligibility or computation will be granted up to one (1) year for: (1) the illness or disability of an employee or (2) the purpose of caring for a critically ill member of the employee's immediate family. Extensions of the above leaves may be granted at the discretion of the Board.

- a) A maternity leave will be granted according to the terms set forth in Federal and State regulations.
- b) Any employee on maternity leave will be permitted to substitute in the District.
- c) Any employee adopting a child of up to four (4) years of age may receive an adoption leave of up to one (1) year which will commence upon receiving de facto custody of said child or earlier if necessary to fulfill the requirements for the adoption.
- d) Employees may be granted an unpaid leave of absence of up to one (1) year for the purpose of child care or child rearing.

- e) Sabbatical leave will be granted as specified by Delaware Code. In addition, the District will pay a local supplement to the employee on a sabbatical leave of five thousand (\$5,000) dollars for a full school term leave or twenty-five hundred (\$2,500) dollars for a one-half school term leave. The District will continue the local fringe benefit stipend and the Blue Cross/Blue Shield/IV40 local supplement at the District's expense. The employee on sabbatical leave will agree in writing and in advance to return to the District for a period of one (1) year or to repay the Board the amount of local supplement monies granted toward sabbatical leave.
- f) Leaves of absence for other reasons may be considered on an individual basis. Such leaves, when granted, will be on the basis of an agreement between the Board and the individual employee provided such
- g) agreement is not inconsistent with the terms of this Agreement.
- h) Upon application, an unpaid leave of absence will be granted to any employee for the purpose of serving in an Association elective office or staff position at the local, county, state, or national level not to exceed six (6) years. No more than three (3) employees will be granted such a leave during the same school year.

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

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

The employee on extended leave, paid or unpaid, will notify the District Human Resources Office by certified mail, return receipt requested, two (2) months prior to the expiration of the leave or the intended return date if earlier of his/her intention to return.

For a leave from which the employee would return to employment at the beginning of a school year, notification must be received by April 1. Failure to notify the Human Resources Office prior to these deadlines of intention to return from leave will serve to convert the leave to a resignation.

Delaware Code, TITLE 29

CHAPTER 52A. DISABILITY INSURANCE PROGRAM

§ 5253. Specifications of the coverage.

(a) Participating employees shall be eligible to utilize earned sick leave for absences due to accident, illness, or injury for periods before disability benefits commence under this chapter, such that the participating employee receives 100% of creditable compensation for such periods, not to exceed the employee's sick leave balance.

(b)(1) Short-term disability benefit – An employee who is determined by the Committee, in its sole discretion, to be mentally or physically unable to perform the essential functions of the employee's position as defined in rules and regulations adopted by the Committee, with reasonable accommodation as required by federal law, shall be entitled to receive short-term or long-term benefits pursuant to this chapter. An employee who receives short-term or long-term disability benefits pursuant to this chapter may be required, in the sole discretion of the Committee, to participate in rehabilitation or retraining services, or a combination thereof, under a program established by the Committee. Short-term disability benefits for participating employees shall commence upon the expiration of a 30-calendar-day elimination period. Such elimination period shall begin on the first day following the onset of physical or mental incapacity as determined by the Committee, in its sole discretion. If an employee returns to work for 1 day or less during the 30-calendar-day elimination period but cannot continue to work thereafter, the period worked shall not be considered to have interrupted the 30-calendar-day elimination period. The elimination period must commence and conclude within normal working periods for employees who work less than 12 months per calendar year.

(2) Except as provided in paragraph (4) of this subsection, short-term disability benefits pursuant to this chapter shall be payable at the rate of 75% of the participating employee's creditable compensation prior to the onset of the disability during the period that an employee is disabled, as determined by the Committee.

(3) Creditable compensation during periods an employee receives short-term disability benefits shall include general salary increases awarded or reductions in salary instituted during the period of short-term disability coverage.

(4) An employee may utilize annual, sick, compensatory, or donated leave to supplement short-term disability benefits to equal 100% of pre-disability creditable compensation for the maximum period of 182-calendar-days.

(5) If a participating employee returns to the employee's position on a full-time basis, as defined by the Committee, for 15 consecutive calendar days or longer, any succeeding period of disability for which the employee shall become eligible shall constitute a new period of short-term disability with a corresponding 30-calendar-day elimination period.

(6) Employees enrolled in and receiving short-term disability (STD) compensation shall receive a maximum of 100% of base pay. If the employee is otherwise eligible for holiday pay or a paid leave other than identified in paragraph (b)(4) of this section, the employee will be granted 100% pay on the day in question without a residual. All leave supplements will be calculated on a pay period basis.

(7) Once an employee exhausts their elimination period, the employee will be deemed to have applied for benefits under this section and shall not be eligible to utilize paid leave in lieu of application for short-term disability.

(8) When an employee is on approved STD per subsection (b) of this section and does not supplement the 75% STD payment with 25% leave for a period of greater than 30 calendar-days, the employee will accrue leave on a pro-rata basis.

(c) (1) Long-term disability benefit – Long-term disability benefits for participating employees shall commence upon the expiration of a 182-calendar-day waiting period. The waiting period shall commence on the first day following the onset of the disability as determined by the Committee, in its sole discretion. If an employee returns to work for 14 or fewer consecutive calendar days during such 182-calendar-day waiting period and cannot thereafter continue to work, the periods worked shall not be deemed to have interrupted the 182-calendar-day waiting period.

(2) Long-term disability benefits for an eligible employee shall be paid in an amount equal to 60% of the participating employee's creditable compensation prior to the onset of the disability. In no event shall the employee be entitled to utilize earned sick leave to supplement long-term disability benefits.

(3) Long-term disability benefits shall not include general salary increases during the period of long-term disability. Long-term disability benefits may be increased annually by an amount approved by the Committee.

(4) Any employee who applies for long-term benefits pursuant to this chapter must apply to the Social Security Administration for disability benefits. Long-term disability benefits provided under this chapter shall be reduced by any disability benefits received from the Social Security Administration.

(5) Upon the exhaustion of the maximum short-term disability benefit period, any employee, except those entitled to hazardous duty pay as defined in § 5933(c) of this title, shall no longer be an employee of the State or any of its political subdivisions provided the employee has exhausted their Family Medical Leave Act of 1993 (FMLA) [26 U.S.C. § 2601 et seq.] entitlement and/or is not FMLA eligible. Employees entitled to hazardous duty pay as defined in § 5933(c) of this title who exhaust the maximum short-term disability benefit period shall no longer be an employee of the State or any of its political subdivisions at the end of their entitlement to hazardous duty pay provided the employee has exhausted their FMLA entitlement and/or is not FMLA eligible.

(6) Prior to the commencement of long-term disability benefits, the employee shall be eligible to make a written election to escrow for a period of 6 months any unused annual and sick leave based on the rules in place by the employing organization. Any employee who does not make a written election to escrow unused annual and sick leave will receive a payoff of unused annual and sick leave under § 5253(c)(5) of this title. Any employee approved for long-term disability benefits and who made a written election to escrow unused annual and sick leave who returns to state employment in a full-time benefit eligible position within the 6-month escrow period and works on a full-time basis for at least 30 calendar days will retain their annual and sick leave balances.

Any employee making a written election to escrow unused annual and sick leave who does not return to state employment in a full-time benefit eligible position for at least 30 calendar days within the 6-month escrow period will receive a payoff of unused annual and sick leave at the end of the 6-month escrow period based on the rules in place by the employing organization.

5257. Return to work.

(a) Once an employee has been determined to have the ability to return to employment by the Committee, the employee will receive the following assistance:

(1) Merit employees may be placed in any vacant merit position, for which they qualify, by the Office of Management and Budget.

(2) Non-merit state employees, and employees from nonstate employers will be placed by that employer into a vacant position within their respective agency for which the employee qualifies.

(b) Once an individual has been determined to have the ability to return to employment by the committee, the individual will receive the following assistance:

(1) Former merit employees enrolled in and previously deemed eligible for the Long-Term Disability Program may, when available and appropriate, be placed by the Office of Management and Budget in any merit position, for which they qualify without a certification list, as long as the paygrade does not exceed their paygrade at the time of their acceptance into and eligibility for the Short-Term Disability Program. Exceptions to the paygrade limitation may be made for vacancies for which a documented shortage of qualified applicants exists.

(2) Former non-merit employees enrolled in and previously deemed eligible for the Long-Term Disability Program will be placed by their previous employer into a vacant position within their respective agency for which they qualify.

CHAPTER 55. State Employees Disability Pension Plan (Applicable only to employees that were grandfathered into the State Employees' Disability Pension Plan as of December 31, 2005)

§ 5524. Eligibility for disability pension.

(a) An employee who becomes disabled shall become eligible to receive a disability pension beginning with the fourth month following the inception of his or her disability. Such individual shall cease to be eligible at the end of the month in which he or she recovers from disability and is again offered employment as an employee, if such recovery and offer of employment occurs before his or her attainment of age 60.

(b) Such an employee shall be kept on the active payroll and receive credited service from the inception of the employee's disability to the end of the third month following and shall receive payments at the same rate of compensation the employee received before the employee became disabled.

(c) An employee shall be deemed disabled for the purposes of this section if the employee has a physical or mental disability which prevents the employee from performing the duties of the employee's position.

Delaware Code, Title 14

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

Statute text

(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.

Adjustments for employees who terminate services prior to the end of the school year will be made in their final pay check. Adjustments will be pro-rated based on sick leave being earned at the rate of one (1) day per month of service to the District.

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. Members of the immediate family shall be defined as the employee's spouse or domestic partner; parent, stepparent or child of the employee, spouse or domestic partner; employee's grandparent or grandchild; employee's sibling; spouse of employee's child; any relative who resides in the same household; or any minor child for whom the employee has assumed and carried out parental responsibilities. This absence shall be in addition to other leaves granted the employee.

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

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

(c) 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.

(d) An employee may be absent without loss of pay no more than 3 days per fiscal year for personal reasons of the employee. Such absences shall be included in the sick leave of the employee. Such absences must be approved by the Chief School Officers. In addition, the district requires that such requests must be submitted at least ten (10) days in advance of the date being requested except in cases of emergency in which case the employee shall provide the reason(s) for being unable to provide the ten (10) day notice.

§131BA. Donated leave program.

(a) "Donated leave program" means a program:

(1) 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;

(2) Is established by the public school district as a local Board of Education policy and/or pursuant to the terms of a collective bargaining agreement negotiated under the terms of Chapter 40 of Title 14; and

(3) Is consistent with the provisions set forth in subsection (b) of this section. No donated leave program shall prohibit participation by employees based on inclusion in or exclusion from a certified bargaining unit.

(b) Any donated leave shall be required to comply with the following requirements:

(1) Employees wishing to donate accrued sick leave must donate in increments of whole days. For every 2 days donated, 1 day will be made available to a recipient.

(2) Donated days shall be made available only for recipients within the school district for a catastrophic illness of a recipient or of a member of a recipient's family. For this section, "catastrophic illness" shall mean any illness or injury to an employee or to a member of an employee's family which is diagnosed by a physician and certified by the physician as rendering the employee or a member of the employee's family unable to work, or, in the case of a family member who does not work, the medical equivalent of "unable to work", 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 medical condition and occurring within any 12-month consecutive period, shall be considered the same period of disability.

For this section, "family member" or "member of an employee's family" means an employee's spouse, son, daughter or parent who resides with the employee and who requires the personal attendance of the employee during the family member's catastrophic illness. Donated leave may be used by the recipient for subsequent absence because of personal medical treatments or personal illness directly related to the employee's "catastrophic illness" as certified by the physician. This provision is limited to an absence that occurs because of an employee'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) The recipient shall have used all of that recipient's own sick days and personal days and half of that recipient's annual leave, where applicable. However, when donated leave is for the catastrophic illness of a family member, the employee must have used all of that employee's sick days, personal days and annual leave.

(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 Title 14, 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 an 11-month employee; 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.

(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.

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, § 1.; 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. § 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;

(3) "Organ" means a human organ that is capable of being transferred from the body of a person to the body of another person; "Organ donor" means a person from whose body an organ is taken to be transferred to the body of another person. 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: No more than 7 days of leave to serve as a bone marrow donor;

(4) No more than 30 days of leave to serve as an organ donor.

(b) 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.

(c) 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.

Statute text

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

(14 Del. C. 1953, § 1319; 50 Del. Laws, c. 436, § 1; 50 Del. Laws, c. 602, § 1.)

§ 1325. Sabbatical leave.

Sabbatical leave may be granted to any properly certified professional employee under the following conditions and provisions:

(1) After 7 years of service as a fully certified professional employee defined as a teacher, nurse, supervisor, director, principal, superintendent, coordinator, psychologist and any other professional position in public education in this State, provided that at least 5 consecutive years of such service shall have been in the employ of the school board from which leave of absence is sought, unless such board in its discretion shall allow a shorter period of time;

(2) For purposes of professional improvement or for the recovery of health after prolonged illness;

(3) The period of leave shall not be shorter than one-half school term or longer than 1 full school term;

(4) While on leave the employee shall not be allowed to engage in full-time gainful employment, except by written agreement with the leave-granting board. However, this provision shall not preclude the employee from receiving grants such as scholarships, gifts, fellowships, part-time employment, or other grants of aid as frequently provided by colleges, universities, governmental agencies, corporations, trusts or other individuals to students or other persons engaged in study or travel for purposes of professional improvement;

(5) The professional employee shall agree in writing to return to service to the leave-granting board for a period of at least 1 full school year following the completion of the employee's leave;

(6) Request for sabbatical leave shall be presented in writing to said leave-granting board at a regular meeting of such board before April 1 for leave to begin at the opening of the next term, and before November 1 for leave to begin at the opening of the second semester of the term;

(7) At the end of any such period of leave of absence, the employee shall present evidence of that employee's own professional improvement in such terms as shall have been agreed upon between said employee and said leave-granting board at the time when such leave was granted. Such evidence may consist of college transcripts, degrees earned or written reports by the recipient of the leave of absence;

(8) Said leave-granting board shall accept the employee into full-time employment upon that employee's return from leave and assign the employee to the position from which that employee left or to a similar position. In no case may assignment be made so as to invalidate the employee's certification status or to bring about a demotion in position or salary;

(9) For purposes of salary increments and pension eligibility and computation, a year of leave shall be considered a year of experience in covered employment under the provisions of local or state salary and pension programs, except that not more than 2 years of leave shall be applied toward salary increments and pension credits to any person. Failure of an employee to return to service of said leave-granting board shall be cause for forfeiture of salary increments and pension credits for the period of the leave.

(10) School boards may set a limit on the number of employees who may be granted leave each year, provided that, in any district having fewer than 20 professional employees, 1 eligible applicant may be granted leave each year;

(11) The leave-granting district shall provide to the employee granted leave, under paragraphs (1)-(10) of this section, compensation equal to 1/2 the salary to which the employee would have been entitled under full-time employment; provided, however, that in no case shall the compensation paid exceed \$10,000 for a full school year leave or \$5,000 for a 1/2 school year. The State shall continue to pay the state share of other employment costs as specified in § 6340 of Title 29 for the employee on sabbatical leave.

(12) Sabbatical leave authorized under this section, at state expense, shall be limited to 1 full year leave or 2 half-year leaves per local school district during a fiscal year. Nothing in this section, however, shall prevent a school district from granting additional sabbatical leaves if the district pays the salary and other employment costs for the employee who is on leave.

§ 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 Office of Management and Budget 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.

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

Statute text

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

History (72 Del. Laws, c. 174, § 1.) Annotations

§ 5110. Election of employee to public office; leave.

Statute text

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.

§ 5113. Leave for Olympic competition.

Statute text

(a) The State shall grant to any employee leave from employment to participate as a member of the United States Team in any competition sanctioned by the United States Olympic Committee. Any leave so granted shall not exceed the time required for actual participation in the competition, plus a reasonable time for travel and return from the site of the competition and a reasonable time for pre-competition training with the team at the site, or 90 working days, whichever is less. The State shall compensate the employee at the employee's regular rate of pay during any leave granted for participation in such Olympic competition. Pay for each day of leave shall not exceed the amount the employee would receive for a standard workday and the employee shall not be paid for any day spent on such leave for which the employee would not ordinarily receive pay as part of the employee's regular employment.

(b) For purposes of subsection (a) of this section the term "employee" includes all those individuals who are employed by the State and receive a paycheck from the State for such work as they normally do for the State.

(c) For the purposes of subsection (a) of this section the term "United States Team" includes any group leader, coach, official, trainer or athlete who is a member of the official delegation of the United States in competition sanctioned by the United States Olympic Committee.

(d) The State Personnel Commission shall implement this section by the adoption of appropriate rules and regulations.

SECRETARIAL SALARY SCHEDULE
RED CLAY CONSOLIDATED SCHOOL DISTRICT

Effective 7/2/23
FISCAL YEAR 2024

12 month CLERK 1 (05)

STEP	STATE	LOCAL	TOTAL
1	20,395	10,251	30,646
2	20,999	10,669	31,668
3	21,598	11,092	32,690
4	22,203	11,513	33,716
5	22,766	11,941	34,707
6	23,301	12,358	35,659
7	23,832	12,778	36,610
8	24,364	13,197	37,561
9	24,898	13,618	38,516
10	25,431	14,042	39,473
11	25,963	14,464	40,427
12	26,560	14,886	41,446
13	27,160	15,305	42,465
14	27,763	15,892	43,655
15	28,363	15,892	44,255
16	28,965	16,202	45,167
17	29,567	16,202	45,769
18	30,170	16,255	46,425
19	30,770	16,255	47,025
20	31,372	16,508	47,880
21	31,971	16,508	48,479
22	32,586	16,508	49,094
23	33,218	16,508	49,726
24	33,864	16,508	50,372
25	34,524	16,508	51,032
26	34,524	16,508	51,032

10 month CLERK 3 (05B)

STEP	STATE	LOCAL	TOTAL
1	16,175	8,130	24,305
2	16,654	8,461	25,115
3	17,129	8,797	25,926
4	17,609	9,132	26,741
5	18,056	9,471	27,527
6	18,480	9,801	28,281
7	18,901	10,135	29,036
8	19,323	10,467	29,790
9	19,747	10,801	30,548
10	20,169	11,137	31,306
11	20,591	11,472	32,063
12	21,065	11,806	32,871
13	21,541	12,139	33,680
14	22,019	12,604	34,623
15	22,495	12,604	35,099
16	22,972	12,850	35,822
17	23,450	12,850	36,300
18	23,928	12,893	36,821
19	24,404	12,893	37,297
20	24,881	12,986	37,867
21	25,356	12,986	38,342
22	25,844	12,986	38,830
23	26,345	12,986	39,331
24	26,858	12,986	39,844
25	27,381	12,986	40,367
26	27,381	12,986	40,367

SECRETARY (10)

STEP	STATE	LOCAL	TOTAL
1	22,045	10,819	32,864
2	22,647	11,340	33,987
3	23,202	11,859	35,061
4	23,756	12,382	36,138
5	24,310	12,901	37,211
6	24,865	13,422	38,287
7	25,419	13,939	39,358
8	25,971	14,461	40,432
9	26,593	14,979	41,572
10	27,219	15,499	42,718
11	27,844	16,019	43,863
12	28,469	16,539	45,008
13	29,094	17,060	46,154
14	29,721	17,799	47,520
15	30,347	17,799	48,146
16	30,974	18,229	49,203
17	31,597	18,229	49,826
18	32,224	18,278	50,502
19	32,848	18,278	51,126
20	33,475	18,716	52,191
21	34,099	18,716	52,815
22	34,739	18,716	53,455
23	35,394	18,716	54,110
24	36,063	18,716	54,779
25	36,743	18,716	55,459
26	36,743	18,716	55,459

SENIOR (15)

STEP	STATE	LOCAL	TOTAL
1	22,940	11,762	34,702
2	23,495	12,282	35,777
3	24,055	12,800	36,855
4	24,611	13,323	37,934
5	25,167	13,845	39,012
6	25,725	14,362	40,087
7	26,314	14,880	41,194
8	26,945	15,400	42,345
9	27,573	15,919	43,492
10	28,201	16,442	44,643
11	28,829	16,957	45,786
12	29,456	17,480	46,936
13	30,085	17,998	48,083
14	30,715	18,752	49,467
15	31,341	18,752	50,093
16	31,970	19,242	51,212
17	32,600	19,242	51,842
18	33,229	19,410	52,639
19	33,857	19,410	53,267
20	34,483	20,038	54,521
21	35,112	20,038	55,150
22	35,754	20,038	55,792
23	36,411	20,038	56,449
24	37,081	20,038	57,119
25	37,767	20,038	57,805
26	37,767	20,038	57,805

FINANCIAL/EXECUTIVE (20)

STEP	STATE	LOCAL	TOTAL
1	23,435	12,804	36,239
2	23,995	13,426	37,421
3	24,554	14,045	38,599
4	25,113	14,666	39,779
5	25,674	15,288	40,962
6	26,260	15,910	42,170
7	26,892	16,530	43,422
8	27,524	17,151	44,675
9	28,155	17,770	45,925
10	28,786	18,393	47,179
11	29,421	19,014	48,435
12	30,052	19,634	49,686
13	30,682	20,252	50,934
14	31,315	21,143	52,458
15	31,949	21,143	53,092
16	32,577	21,640	54,217
17	33,208	21,640	54,848
18	33,842	21,815	55,657
19	34,471	21,815	56,286
20	35,107	22,717	57,824
21	35,738	22,717	58,455
22	36,384	22,717	59,101
23	37,042	22,717	59,759
24	37,714	22,717	60,431
25	38,401	22,717	61,118
26	38,401	22,717	61,118

ADMINISTRATIVE (25)

STEP	STATE	LOCAL	TOTAL
1	24,255	12,804	37,059
2	24,823	13,426	38,249
3	25,390	14,045	39,435
4	25,956	14,666	40,622
5	26,589	15,288	41,877
6	27,228	15,910	43,138
7	27,872	16,530	44,402
8	28,510	17,151	45,661
9	29,152	17,770	46,922
10	29,791	18,393	48,184
11	30,431	19,014	49,445
12	31,070	19,634	50,704
13	31,712	20,252	51,964
14	32,351	21,143	53,494
15	32,990	21,143	54,133
16	33,634	21,640	55,274
17	34,273	21,640	55,913
18	34,912	21,815	56,727
19	35,553	21,815	57,368
20	36,193	22,717	58,910
21	36,832	22,717	59,549
22	37,487	22,717	60,204
23	38,154	22,717	60,871
24	38,838	22,717	61,555
25	39,537	22,717	62,254
26	39,537	22,717	62,254

Additional State Salary Components

State Training Stipend	
Professional	662
Certified	991
Bachelors	1320

Additional Local Salary Components

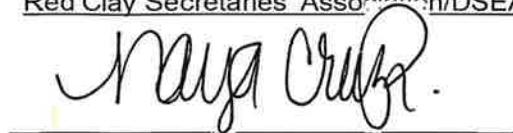
Longevity	
Step 5 - 15	250.00
Step 16 - 20	350.00
Step 21 - 25	500.00
Step 26 +	500.00
Total	1,600.00

Add to local Salary above for step 5 - 15
Add to local Salary above for step 16 - 20
Add to local Salary above for step 21-25
Add to local Salary above for step 26+

Red Clay Consolidated School District


Board President
Superintendent

Red Clay Secretaries Association/DSEA/NEA


Association President

Negotiations Chair

APPENDIX D

Red Clay Consolidated School District

POSITION: 10-Month Clerk

BASIC FUNCTIONS: To contribute to the smooth and efficient operation of the office to which he/she is assigned.

QUALIFICATIONS:

1. High school graduation or GED Certificate.
2. Ability to type with accuracy a minimum of 40 words per minute.
3. Aptitude for computer operations.
4. Ability to work cooperatively with others.
5. Ability to follow directions.
6. Familiarity with filing procedures and office machines.
7. Demonstrated good attendance record (school or Employment).
8. Must be able to speak Spanish and English.

APPENDIX D

Red Clay Consolidated School District

POSITION: 12-month Clerk

BASIC FUNCTION: To contribute to the smooth and efficient operation of the office to which he/she is assigned.

QUALIFICATIONS:

1. High school graduate or GED Certificate.
2. Ability to type with accuracy a minimum of 40 words per minute.
3. Aptitude for computer operations.
4. Ability to work cooperatively with others.
5. Ability to follow directions.
6. Familiarity with filing procedures and office machines.
7. Demonstrated good attendance record (school or employment).

APPENDIX D

Red Clay Consolidated School District

POSITION: Secretary

BASIC FUNCTION: To contribute to the smooth and efficient operation of the office to which he/she is assigned.

QUALIFICATIONS:

1. High School diploma or GED.
2. One year of related work experience or one year Business School or any combination thereof.
3. Familiarity with bookkeeping and filing procedures.
4. Aptitude for figures/detailed record-keeping.
5. Ability to type with accuracy a minimum of 45 words per minute.
6. Experience and competence with computer technology. Skilled in basic programs.
7. Ability to exercise good judgment in receiving and dispersing information.
8. Ability to coordinate workload to meet established schedules/deadlines.
9. Ability to work cooperatively with others.
10. Demonstrated good attendance record.

APPENDIX_D

Red Clay Consolidated School District

POSITION: Senior Secretary

BASIC FUNCTION: To contribute to the smooth and efficient operation of the office to which he/she is assigned.

QUALIFICATIONS:

1. High School diploma or GED.
2. Two years any combination of secretarial-level work experience and/or higher education – Business School training.
3. Comprehensive knowledge of filing, accounting, recordkeeping procedures.
4. Ability to type with accuracy a minimum of 50 words per minute.
5. Experience and competence with computer technology.
6. Shorthand and/or machine dictation transcription capability (as required by the appropriate administrator).
7. Ability to exercise good judgment and discretion.
8. Ability to coordinate workload to meet schedules/deadlines.
9. Ability to work cooperatively with others.
10. Good attendance record.
11. School district experience helpful.

APPENDIX D

Red Clay Consolidated School District

POSITION: Financial Secretary

BASIC FUNCTION: To contribute to the smooth and efficient operation of the office to which he/she is assigned.

QUALIFICATIONS:

1. High School Diploma or GED.
2. Three years of successful secretarial/clerical work experience with aspects of accounting, bookkeeping, or statistical duties.
3. One year business school training or one-year additional office experience with concentration on numerical functions.
4. Ability to work with accuracy and perform various mathematical functions with speed and accuracy.
5. Ability to type with accuracy a minimum of 55 words per minute.
6. Computer training and experience required. Knowledge of Excel and Microsoft Word mandatory.
7. Comprehensive knowledge of state accounting procedures.
8. Ability to perform numerical and other related aspects of position.
9. Ability to coordinate workload to meet schedules/deadlines.
10. Ability to exercise good judgment and discretion.
11. Ability to work cooperatively with others.
12. Good attendance record.

APPENDIX D

Red Clay Consolidated School District

POSITION: Executive Secretary

BASIC FUNCTION: To contribute to the smooth and efficient operation of the office to which he/she is assigned.

QUALIFICATIONS:

1. High School diploma or GED. Two year of applicable college or business school education is desirable.
2. Four years of secretarial/clerical work experience with progressively increasing responsibility. Two years of secretarial experience in a school system is desirable.
(Note: Two years of related education beyond high school may be considered equivalent to two years of experience.)
3. Thorough knowledge of secretarial techniques and office procedures.
4. Ability to type with accuracy a minimum of 55 words per minute.
5. Shorthand and/or machine dictation transcription capability (as required by appropriate administrator).
6. Experience and competence with computer technology. Skilled in basic programs. Knowledge of file modification, editing files, creating documents.
7. Superior ability in both written and oral business English.
8. Demonstrated ability to make decisions, to exercise good judgment and discretion in performance of duties.
9. Ability to coordinate workload to meet established schedules and deadlines.
10. Ability to work cooperatively with others.
11. Good attendance record.