



## OVERVIEW OF THE TENTATIVE AGREEMENT BETWEEN BEA AND BSD

Listed below are the significant changes in contract language from the Tentative Agreement that was reached on January 31<sup>st</sup>, 2025. Before members will be asked to vote to ratify the changes to the agreement, the BEA Negotiations Team will hold two sessions to answer member questions about the newly negotiated language. These sessions will be held on Monday 2-3-2025 from 4:30 to 6:00 PM and on Thursday 2-6-2025 from 4:30 to 6:00 PM. These sessions will be held over Zoom. The ratification vote will be held on Monday 2-10-2025 in the lobby of Brandywine High School from 2:45 to 5:30. Members of the BEA Negotiations team will be present to answer questions in person during the ratification vote.

### 2023-2025 BEA Negotiations Team Members

Deborah E. Costas (Mount Pleasant High School, 13 years in BSD, 1<sup>st</sup> contract team)

Darby Dill (Lombardy Elementary School, 13 years in BSD, 1<sup>st</sup> contract team)

Sean E. Dulin (Concord High School, 26 years in BSD, 4<sup>th</sup> contract team)

James P. Fitzhugh (Negotiations Chair, PS duPont Middle School, 28 years in BSD, 7<sup>th</sup> contract team)

Kristi Grant (Hanby Elementary School, 21 years in BSD, 5<sup>th</sup> contract team)

Jessica Levesque (Maple Lane Elementary School, 20 years in BSD, 2<sup>nd</sup> contract team)

David J. Vagnoni (Brandywine High School, 8 years in BSD, 1<sup>st</sup> contract team)

Lisa L. Weidman (PS duPont Middle School, 30 years in BSD, 4<sup>th</sup> contract team)

David Davis (DSEA UniServ Director, 4<sup>th</sup> contract team with BEA)

Note: Double underlined and highlighted language will be added in the new contract. Crossed out language will be deleted.

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### ARTICLE 3 - GRIEVANCE RESOLUTION PROCEDURE

- 3.1.6 "Time Limits" – A grievance to be considered to have been asserted in a timely fashion must have been brought to the attention of the immediate supervisor, the person responsible for making the decision which led to the grievance, or the Director of Human Resources (in the case of the Association's grievance) via email or in writing and using the designated Grievance form within ten (10) days from the time when the employee or Association knew or should have reasonably known of the occurrence of the situation which is the subject of the grievance.
- 3.3.1 If the Association files a grievance, it shall first be presented to the Director of Human Resources and the Supervisor of Human Resources within the time limits designated in 3.1.6. The Director of Human Resources shall inform the Association as to the person and level at which the grievance shall first be heard. The hearing officer shall not be the person responsible for making the decision which led to the grievance. Unless the Director of Human Resources responds to the Association within two (2) days after receipt of the grievance, the matter shall be scheduled at Level Two.
- 3.4.4 If the situation which is the subject of the grievance becomes an issue again within the same building, within the same school year, regardless of whether the situation is with the same employee or a different employee, the employee experiencing the situation may file the grievance at Level One instead of requesting another mandatory meeting.

## ARTICLE 4 - COMPLAINT PROCEDURE

- 4.4.5 If the situation which is the subject of the complaint becomes an issue again within the same building, within the same school year, regardless of whether the situation is with the same employee or a different employee, the employee experiencing the situation may file the complaint at the formal meeting stage instead of requesting another mandatory meeting.

## ARTICLE 7 - LEAVES AND ABSENCES

- 7.2.3 The District shall make every reasonable effort to obtain a substitute for every employee who is absent except for support personnel such as counselors, psychologists, etc. Should an employee find it necessary to be absent and a substitute is needed, the employee shall notify the designated substitute service before 6:30 a.m. at the secondary level and 7:00 a.m. at the elementary level. If a substitute is not needed, the employee shall call in to report his/her absence to the attendance recorder at his/her building location. In no event shall employees be required to, nor shall they, obtain their own substitutes. In the case of an extended illness [more than ten (10) work days], leave, resignation, or retirement of support personnel employees, the District shall will make every reasonable effort to obtain a substitute or provide alternative services.

## ARTICLE 9 - EMPLOYEE ASSIGNMENTS/TRANSFERS

- 9.2.1 Employees shall be notified in writing of a change in their assigned building for the following year no later than ~~the end~~ one (1) week before the last work day of the school year. If a subsequent change is necessary after the end of the school year, the employee shall be notified ~~in writing as soon as the change takes place~~ by phone call and email as soon as the change is finalized.
- 9.4.1.2 Voluntary Transfer Period – The time frame for voluntary transfers shall be from February 1 to April 30. The actual transfer of employees shall occur from March 16 to April 30. In the event of a vacancy that occurs between March 1<sup>st</sup> and April 30<sup>th</sup> for which no employee submitted a voluntary transfer request between February 1<sup>st</sup> and the last day of February, that vacancy can be posted prior to April 30<sup>th</sup>.
- 9.4.3.1 An employee may only apply for a voluntary transfer if the employee is:
- (a) Certified for the position;
  - (b) Not on an improvement plan;
  - (c) Without any documented disciplinary actions in his/her official personnel file ~~(for insubordination or inappropriate behavior with a student)~~ for a period of two (2) years prior to the voluntary transfer request; and
  - (d) In at least his/her second year of employment with the District except for those employees who are unassigned.
- 9.4.4.2 Prior to submission of the voluntary transfer request form, the employee shall meet in person or virtually to dialogue with the principal of any site requested on the voluntary transfer request form. ~~The principal's signature must appear on the transfer request form.~~ The employee must provide evidence that the dialogue took place by having the principal's signature on the transfer request form or by attaching a copy of an email confirmation from the principal to the transfer request form in order for the transfer request to be considered. No principal can deny an employee's request to ~~meet to~~ dialogue. All dialogues under this Article must be completed by the end of business two (2) work days prior to the deadline to submit a request for voluntary transfer unless the principal agrees to an extension, but in no event beyond the submission deadline. The employee should schedule the dialogue meeting with the principal through the principal's secretary. The meeting format will be at the discretion and determination of the building principal or designee conducting the meeting.

- 9.4.5.1 Voluntary transfers shall be filled in accordance with the following criteria which are listed according to priority:
- (a) Certification;
  - (b) Qualifications, based upon the State-mandated appraisal system, professional experience, and additional course work. For purposes of this section, qualifications shall be defined as including prior experience in the same or in an equivalent position;
  - (c) Seniority; and
  - (d) System-wide balance.

- 9.6.2 Unassigned employees shall be the least senior certificated and/or professionally licensed non-administrative employees in a building/program unless the sending or receiving school's program or human or physical resources utilization requires a particular employee's certification or qualifications or where it is necessary to satisfy requirements of law or court order, ~~or affirmative action goals.~~

#### ARTICLE 10 - FACILITIES AND SUPPLIES

- 10.9 ~~Accessible telephones with private lines in relatively private areas shall be provided in each building in a ratio of one (1) phone for each twenty (20) employees who do not have a telephone at their work location. There shall be at least one (1) phone in each building that is in a private area and has access to long distance and toll free numbers. In addition, a telephone shall be provided in the classroom of the President of the Association or in any area easily accessible to the President. Such telephone shall not be utilized during normal class time except in an emergency. The District shall pay for the cost of basic telephone service for such telephone.~~  
A telephone shall be provided in each workspace that has access to long distance and toll-free numbers. There shall be at least one (1) phone in each building that is in a private area for use of staff members assigned to a shared workspace that has access to long distance and toll-free numbers.

- 10.10 A serviceable desk and chair shall be provided for the use of each employee. Each employee shall ~~have access to~~ be provided a District-owned computer and have access to a printer.

#### ARTICLE 12 - RIGHTS OF THE PARTIES

- 12.2.4 Copies of current Board Policy and the Board minutes (agenda) shall be ~~mailed~~ made available to the officers of the Association and to each building as soon as they are made available to the Board. The Association may also pick up such materials at the District's Administrative Office as soon as they are made available. The Association shall provide the Board copies of its Bylaws and a current roster of its elected and appointed officials. The Board shall provide, upon request of the Association, a current table of administrative organization with names.

## ARTICLE 14 - STUDENT BEHAVIOR MANAGEMENT

MOU language to be incorporated into the Agreement.

- 14.2.2 When a student's behavior becomes intolerable or detrimental to other students, the employee shall notify the office and direct the student to an area designated by the administrator. No employee's classroom shall be used as a place to send disruptive students for disciplinary reasons or as a holding area for unsupervised students unless mutually agreed upon.

Any discussion between the principal and the employee regarding the return of the student to class or the activity shall take place with due regard to privacy.

The employee shall provide a reason for the removal of the student at the time the student is sent to the designated area. If the employee feels it is necessary, the employee will provide a more complete report to the principal within twenty-four (24) hours using Referral Action Profile in Data Service Center. If an employee is unable to access this reporting module, the employee will use a copy of the Student Behavior Referral Form (Appendix 1-E).

Referral Action Profile shall also be used to report violations of the Code of Student Conduct. The description of student behavior will not be changed once submitted by the employee to the administration. The principal shall, within four (4) work days of receiving the referral, inform the employee as to what action was or will be taken through the Referral Action Profile system. Use of this system will allow the referring teacher to have access to the date the administrator met with the student, the date when the administrator contacted the parent, the violation of the Code of Student Conduct, and the specific administrative action. This shall include the date(s) of any assigned consequence.

In the event the student(s) for whom the referral is written and/or students identified as essential to the investigation are absent during the four (4) days jeopardizing the student(s)'s right to due process, the employee shall be notified via the Referral Action Profile system and/or email that the referral investigation is being extended past the four (4) work days deadline.

- 14.3 The principal shall make every effort to see that a student who assaults, offensively touches, or makes a terroristic threat as defined by DE State Code against an employee is not returned, assigned, or reassigned to that employee's class.

## ARTICLE 16 - EMPLOYEE OBSERVATION AND EVALUATION

- 16.2 An employee may suggest alternate or additional times for formal observation because of classroom activities. No formal observation shall occur the day before or after a vacation of more than one (1) day, unless requested by the employee.

## ARTICLE 19 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 19.7.1 Employees shall perform fourteen (14) hours of professional development activities offered or approved by the District. These activities may be performed beyond the work day or work year or on the Trade-in days designated on the official District calendar approved by the Board. The first Trade-in day will be scheduled on the Wednesday before Thanksgiving. The second Trade-in day will be scheduled on the official District calendar approved by the Board.

Trade-in hours may begin on July 1<sup>st</sup>. The full fourteen (14) hours must be completed by 4:00 p.m. on May 1<sup>st</sup>. Within two (2) work days (not including weekends or holidays) following the designated completion dates and times, all required Trade-in documents must be submitted to the designated administrator.

Beginning in the 2025-2026 school year, employees shall perform seven (7) hours of professional development activities offered or approved by the District. These activities may be performed beyond the work day or work year or on the Trade-in day designated on the official District calendar approved by the Board. The Trade-in day will be scheduled on the Wednesday before Thanksgiving.

Beginning in the 2025-2026 school year, the full seven (7) hours must be completed by 4:00 p.m. on May 1<sup>st</sup>. Within two (2) work days (not including weekends or holidays) following the designated completion dates and times, all required Trade-in documents must be submitted to the designated administrator.

- 19.7.3 An employee from each building shall be designated as the building's recorder of PIP/Trade-in/Inclement weather hours. This employee shall receive fourteen (14) Trade-in hours and seven (7) PIP hours for serving in this position.

Beginning in the 2025-2026 school year, this employee shall receive seven (7) Trade-in hours and seven (7) PIP hours for serving in this position.

## ARTICLE 21 - SALARIES AND EMPLOYEE BENEFITS

- 21.1.1 The salaries of all employees covered by this Agreement shall be the salaries paid by the State plus a supplement from District funds in the amounts set forth in Schedules A-1, A-2, and A-3 which are attached hereto and made a part hereof. The District agrees to the following percentage increases on the local supplement from the previous school year:

<del>2020-2021</del>	<u>2024-2025</u>	1.75%	<u>2%</u>
<del>2021-2022</del>	<u>2025-2026</u>	1.75%	<u>2.5%</u>
<del>2022-2023</del>	<u>2026-2027</u>	1.5%	<u>3%</u>

In addition, the salary scale for Step 1 will increase by \$750 for Bachelor's, Bachelor's +15, Bachelor's +30, and No Degree beginning in the 24-25 contract year and become part of the permanent salary scale going forward. Furthermore, the salary schedule for Step 1 of Master's will increase by \$500 and become part of the permanent salary scale.

Each employee shall be provided with a written record of his/her annual salary by October 1 of each school year. Newly hired employees shall receive written notification of verified salary information.

- 21.1.3 Employees shall receive a ~~\$325~~ \$500 longevity increment beginning the 18<sup>th</sup> year of credited experience. Employees shall receive an additional ~~\$475~~ \$500 longevity increment beginning the 21<sup>st</sup> year of credited experience and an additional ~~\$675~~ \$1000 longevity increment beginning the 26<sup>th</sup> year of credited experience. Such increments shall become a permanent part of the employee's salary and shall be paid each year thereafter.

Beginning in the 2025-2026 school year, employees shall receive a \$750 longevity increment beginning the 18<sup>th</sup> year of credited experience. Employees shall receive an additional \$750 longevity increment beginning the 21<sup>st</sup> year of credited experience and an additional \$1250 longevity increment beginning the 26<sup>th</sup> year of credited experience. Such increments shall become a permanent part of the employee's salary and shall be paid each year thereafter.

Beginning in the 2026-2027 school year, employees shall receive a \$850 longevity increment beginning the 18<sup>th</sup> year of credited experience. Employees shall receive an additional \$850 longevity increment beginning the 21<sup>st</sup> year of credited experience and an additional \$1350 longevity increment beginning the 26<sup>th</sup> year of credited experience. Such increments shall become a permanent part of the employee's salary and shall be paid each year thereafter.

- 21.1.5 Employees who work and do not reside in the city of Wilmington and are required to pay the city of Wilmington wage tax shall receive a ~~\$450~~ \$550 supplement as long as they continue to be subject to the city wage tax. The supplements shall be paid in equal installments over the school year.

MOU language to be incorporated into the Agreement.

21.1.14 10+1 and 10+2 Employees

21.1.14.1 The creation of the work calendar for 10+1 and 10+2 employees, to include the additional required workdays, will be collaboratively developed with the immediate supervisor having final approval. The work calendar will be developed by June 1<sup>st</sup> of each year. The immediate supervisor will identify mandatory days that may not be adjusted unless mutually agreed upon. Requests for adjustments to the non-mandatory established work calendar days will be submitted to the immediate supervisor for approval at least 30 calendar days prior to the requested adjustment date. The revised calendar must account for the required number of workdays within the given calendar year. The work calendar developed runs from the first teacher day of the next school year through the day before the first teacher day of the following school year. The existing CBA is enforceable on the additional required workdays.

21.1.14.2 Sick/personal days are accrued and used to align with the fiscal year (July 1 through June 30). 10+1 employees earn 1 additional sick day per year beyond at 10-month employee. 10+2 employees earn 2 additional sick days per year beyond a 10-month employee.

21.1.14.3 10+1 and 10+2 employees shall complete their PIP and Trade-in as defined in 19.6.4 and 19.7.1 of the existing CBA.

- 21.2.1 Employees eligible to receive Blue Cross/Blue Shield/HMO or other qualified medical coverage provided by the State through participation in the State of Delaware Group Plan shall receive a local supplement to cover the cost of such coverage up to \$160.00 monthly.

Beginning in the 2026-2027 school year, employees eligible to receive Blue Cross/Blue Shield/HMO or other qualified medical coverage provided by the State through participation in the State of Delaware Group Plan shall receive a local supplement to cover the cost of such coverage up to \$180.00 monthly.

In the event that the total cost of coverage exceeds the amount provided to an employee through the State Plan and through the local supplement provided above, such employee shall have the option of paying the difference either by using the stipend (21.2.2) or by payroll deductions. In no case will the District's local contribution exceed the maximum limit stated above except that the District shall also pay an amount equal to the premium for Blue Cross/Blue Shield Basic Plan, employee only, for new hires during the ninety (90) day waiting period for State benefits.



21.2.2 Full-time employees shall receive a stipend of \$1900 as of July 1 of each year toward the purchase of local benefits listed in 21.2.3.

Beginning in the 2026-2027 school year, full-time employees shall receive a stipend of \$1950 as of July 1 of each year toward the purchase of local benefits listed in 21.2.3.

21.2.8.1 The District shall allocate ~~\$105,000~~ \$120,000 local funds per fiscal year for tuition reimbursement for all eligible participants.

Schedule B will be changed in the following ways starting in the 2025-2026 school year.

21.3.1.2 The salaries of all annual EPER positions are set forth in Schedule B which is attached hereto and made a part hereof.

Beginning in the 2025-2026 school year, move high school Field Hockey, Soccer, Lacrosse, Swimming, and Volleyball to Tier 2. Move high school Cross Country to Tier 3.

Increase EPER scales by 5% (all groups).

Remove the Freshman and JV coaches' language.

Any assistant coach would receive 75% of the head coach stipend.

21.3.2.1 Employees engaged in approved activities beyond the workday or work year shall receive hourly EPER according to the following definitions and rates:

(a) Instructional (Beginning March 1, 2025 Rate: ~~\$32.00~~ \$33.00 per hour; 2025-2026 Rate: \$34.00 per hour; 2026-2027 Rate: \$35.00 per hour):

(b) Non-Instructional (Beginning March 1, 2025:

(1) Category 1: Any activity that requires specific training and/or expertise (Rate: ~~\$24.00~~ \$25.00 per hour)

(2) Category 2: Any activity that does not require specific training and/or expertise (Rate: ~~\$16~~ \$17.00 per hour)

## ARTICLE 22 - TIME REQUIREMENTS

22.9.2 In the event that the District schedules a professional development day that is not associated with inclement weather, or other unplanned emergency related events, and that is also an asynchronous day for students, each employee shall receive at least forty-five (45) minutes of individual professional planning/preparation time at the beginning of the employee workday and an additional thirty (30) minutes of professional responsibilities time at the end of the employee workday. These minutes shall be exclusive of travel time.

22.17 Each building shall have a plan for staffing when there is a lack of substitutes. This plan shall be shared with the entire staff by October 1 of each school year and designed to avoid or minimize disruptions to special education services.

22.18 Employees in grades pre-K-8 shall receive four (4) full days and employees in grades 9-12 shall receive ~~two (2)~~ three (3) full days for the purpose of fulfilling professional responsibilities as planned by each employee. These days shall be placed between the end of the marking period and the deadline for entering grades for the first three (3) marking periods for grades pre-K-8 and the first and third marking periods for grades 9-12. For the days at the end of the first three (3) marking periods, employees shall have the option of working from their home school or remotely during their normal working hours. ~~Semester exam days for grades 9-12 and~~ Secondary final exam days shall be scheduled as half days for students. The remainder of those days shall be designated as professional responsibility days.