

AGREEMENT

between the

CHRISTINA SCHOOL DISTRICT

BOARD OF EDUCATION

and the

**CHRISTINA PARAPROFESSIONAL ASSOCIATION
DSEA/NEA**

JULY 1, 2024 – JUNE 30, 2027

TABLE OF CONTENTS

ARTICLE:	PAGE
1 Recognition.....	3
2 Definitions	4
3 Association Security.....	5
4 Fair Practices	6
5 Rights of the Parties.....	7
6 Working Conditions	11
7 Appraisal and Personnel Records.....	19
8 Seniority, Layoff and Recall	22
9 Transfers	25
10 Leaves of Absence.....	29
11 Grievance Procedure	31
12 No Strike - No Lockout.....	36
13 Liaison Committee	37
14 Salaries and Employee Benefits.....	39
15 Staff Development and Educational Improvement.....	42
16 Miscellaneous	43
17 Duration of Agreement.....	44
APPENDICES:	
A Local Salary Schedule.....	45
B Grievance Form.....	46
C Paraprofessional Performance Report.....	47
D Guidelines: Pay for Residential Staff During Holidays.....	48
E Job Descriptions	49
F Leaves of Absences	54
INDEX.....	56

AGREEMENT

This Agreement was entered into this 1st day of July 2024, by and between the Board of Education of the Christina School District, hereinafter called the "Board," and the Christina Paraprofessional Association, DSEA/NEA, hereinafter referred to as the "Association."

PREAMBLE

The Board and the 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 employees hereinafter designated.

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, sick leave, grievance procedures, and other terms and conditions of employment.
- 1:2 The term "employee" as used herein shall include all contracted paraprofessional employees exclusive of bus aides, administrative, and supervisory personnel. It is further understood that only categories listed in the seniority roster are included as paraprofessional employees in the bargaining unit established herein. Other positions established during the term of this Agreement, which the parties mutually agree to include regardless of source of funding.
- 1.3 The inclusion or exclusion of a newly-formed position shall be submitted to the Public Employment Relations Board, State of Delaware, for determination.
- 1:4 If during the life of this Agreement any administrative rules or regulations or Board policy shall be inconsistent with the provisions of this Agreement, the Agreement during its life shall be controlling over the inconsistent language in such administrative rules and regulations or Board policy.
- 1:5 If any provision or any application of this Agreement to any employee or group of employees is held to be contrary to law then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. If any such provision or application of this Agreement is determined invalid the parties shall meet to negotiate the provisions held to be unlawful.

ARTICLE 2
DEFINITIONS

- 2:1 Unless otherwise indicated, the term "paraprofessional(s)" used hereinafter in this Agreement shall refer to all employees in the bargaining unit as defined in Article 1.
- 2:2 The following terms 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 building.
- 2:2.3 Wherever the term "supervisor" is used it is to include the responsible administrator of any work location or his designee.
- 2:2.4 Days as used in this Agreement shall mean those days on which paraprofessionals are scheduled to report to work.
- 2:2.5 The "Association" as used in this Agreement shall mean the Christina Paraprofessional Association, DSEA/NEA.
- 2:2.6 The "District" as used in this Agreement shall mean the Christina School District.
- 2:2.7 "Continuous Service" as used in this Agreement shall mean the time from when an employee is hired, works the remainder of the contracted school year, and is then rehired for the following contracted school year before the first staff day without a break of service.
- 2:2.8 Paraprofessional as long-term substitute is defined in this agreement as a paraprofessional covering for a teacher who is out on leave lasting more than 10 consecutive school days, or a paraprofessional who is covering a vacant teacher position until that position can be filled by a certified teacher.
- 2:2.9 A Paraprofessional supporting a virtual teacher is defined in this agreement as a paraprofessional who is in person with students who are in person working teacher who is not physically in the classroom and is delivering instruction virtually from another location.

ARTICLE 3
ASSOCIATION SECURITY

3:1 The Human Resource Office shall be responsible for making each applicant aware of this article prior to hiring. New employees will be required to sign a statement indicating that they are aware of Article 3. The Association and the District shall jointly prepare the statement form.

3:1.1 It is the responsibility of the Association to inform individuals hired and current employees as to whether they elect to become members of the Association. Should they elect to join the Association, Human Resources will provide the written dues payroll deduction authorization form for them to sign to comply with Delaware Law Title 19, 1107 (3). This form will be agreed upon by the Association and the District.

3:2 DEDUCTION OF ASSOCIATION DUES

3:2.1 The employer agrees to deduct the Association membership dues from the earned wages of any employee who authorizes such deduction through the signing of the appropriate membership form. On or before the twentieth of each month the Association will deliver to the District additional executed authorization forms under which Association membership dues are to be deducted. The biweekly deduction and its transmittal shall be made to the designee of the Association consistent with current practice and State payroll procedures.

3:3 The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by reason of any action taken or not taken by the employer for the purpose of complying with any of the provisions of this Agreement.

3:4 If the employee leaves the employment of the District before the total amount of dues owed has been deducted the District will deduct the amount in the employee's final paycheck as provided for by the dues deduction authorization card.

Employee's Name (Printed)	Date
Employee's Signature	Date
Program/Location	Phone Number
HR Representative	Date

(To be faxed to DSEA upon hire)

ARTICLE 4
FAIR PRACTICES

- 4:1 The Association agrees to represent all members of the bargaining unit fairly and equally without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, disability, age or Vietnam Era veteran's status in employment or it's programs and activities.
- 4:2 The Board shall continue its policy of no discrimination against any paraprofessional on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, disability, age or Vietnam Era veteran's status in employment or it's programs and activities.
- 4:3 The Board shall neither add to nor subtract from the civil rights as related to the political activities or beliefs of any paraprofessional guaranteed by the laws of the Federal and/or State government.

ARTICLE 5
RIGHTS OF THE PARTIES

- 5:1 The Board agrees to make available to the Association, at its request, statistics and records which are relevant to negotiations or necessary for proper enforcement of the terms of this Agreement to the extent to which such information is in the public domain.
- 5:2 Administrative directives, such as notices of meetings and bulletins, which directly affect the working conditions of paraprofessionals and which relate to a substantial group of paraprofessionals shall be emailed to the Association President 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 current Board policy and Board minutes (agendas) shall be made available electronically to the President of the Association as soon as they are made available online to the public. The Association shall provide the Board copies of its Constitution and By-Laws and a current roster of its elected and appointed officials. A table of the District's administrative organization with names will be available on the District website.
- 5:4 Representatives of the local, State, and National association shall be permitted to transact official Association business on school property at all reasonable times providing that it does not interfere with the work and duties of employees. The Association representative shall obtain approval of the principal of the building or other person in charge of the building which the representative is visiting by reporting to the office. Such permission shall not be refused except for just and sufficient cause.
- 5:4.1 The District will allow the President of the Association, or person(s) designated by the President twenty-five (25) days per year for Association activities. Use of such days must be by prior notice to the Superintendent or designee and the employee's building administrator at least three days prior to the absence.
- 5:4.2 The District shall allow the Association to have access to a phone and the internet. The use of the telephone and internet will not interfere with the operations of the school district.
- 5:4.3 The President of the Paraprofessional Association or designee will have the opportunity to serve on all District Committees.
- 5:4.4 The Superintendent/designee will meet with the President of the Paraprofessional Association on an as-needed basis.
- 5:5 Whenever employees of the bargaining unit are mutually scheduled to participate in training and sessions for negotiations during working hours they shall suffer no loss of pay.

- 5:6 The Association shall have the right to use school buildings for Association business on the same basis as other school-affiliated organizations in accordance with District policy.
- 5:7 The Board or their designee shall keep the Association informed of any new programs, experiments, research projects, changes in programs, which directly and significantly affect persons covered by this Agreement.
- 5:8 The Association may use the school office and District interoffice mail system and bulletin board space for posting notices in areas readily available to employees and assigned for the dissemination of information by means of notices, circulars, or other similar materials pertaining to Association business under the following provisions:
- a. The material must identify clearly the individual(s) and/or organization responsible for the information contained therein;
 - b. A copy of the material for general distribution or an opportunity to copy material being distributed must be given to the building principal or his/her 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 his designee prior to or at the time of posting or dissemination;
 - c. The mailboxes and bulletin boards may not be unreasonably used so as to interfere with the business of the school;
 - d. The use of the District interoffice mail system will be consistent with current law, court cases, and postal regulations.
- 5:8.1 The Association shall have the right to use, on school premises, office and AV equipment as designated by the principal when not otherwise being used. The Association shall pay for the cost of materials and supplies. The Association also agrees that it will pay for the repair or replacement of equipment damaged during such use.
- 5:9 The Board shall post a copy of the contract on the website once ratified.
- 5:10 The Board hereby agrees to grant an unpaid leave of absence to any employee elected as an officer or appointed to the full-time staff of the local, State, or National association. Such leave cannot exceed four years. Such leaves shall be granted to not more than three District employees at any time and the leave holder shall 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 yearly notify the Personnel Services Office in writing by April 1 of his/her desire to continue such leave. Upon his/her return he/she shall be assigned to the same or a similar position in the District for which he/she is qualified if available.

- 5:11 Nothing contained herein shall be construed to deny or restrict to any employee such rights as may be held under Delaware School Laws or other applicable law.
- 5:12.1 An employee who is required to appear before the Board or an agent thereof for disciplinary reasons (written reprimand, suspension, termination) which could adversely affect the employee's continued employment, salary, or any increments, shall be given prior written notice. The letter will contain the date(s) of the incident(s) and specific reason(s), such as "Professional Responsibilities related to _____ and to the incident(s) of _____". Any topic not included in the letter will not be covered at said meeting unless agreed to by the employee. If not agreed, it will be discussed at a later date after proper notice has been given. The parties agree that 48 hour meetings will not be scheduled the day before a holiday. An employee required to appear in this instance shall be entitled to have an Association Representative present during such meeting and any follow-up meeting that is held. With prior notice, an additional Association member may attend the meeting for training purposes or due to his/her area of expertise. The parties agree that 48-hour meetings may be postponed 24 hours in order for the employee to secure representation.
- 5:12.2 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.
- 5:12.3 Sections 5:12.1 and 5:12.2 do not preclude informal discussion with an employee by a member of the administrative staff pertaining to the employee's performance at his/her work location with due regard to privacy.
- 5:13 The Christina 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 their dismissal or demotion, and to promote, place, transfer, and assign all such employees; 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 shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Delaware and the Constitution and laws of the United States.

- 5:14 Nothing contained herein shall 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.
- 5:15 In a bonafide emergency affecting the health, safety, or welfare of the students of the District the Board or designee may take appropriate actions.
- 5:16 Suspension of an employee pending the disposition of charges by the Board of Education shall be with full pay and benefits. Where an employee is suspended for disciplinary reasons and that suspension is not revoked through the grievance procedure said employee shall be deducted an amount of pay equal to the number of days of said suspension. If the number of remaining pay periods permit the employee shall not be deducted more than one day's pay in any one pay period. If an employee leaves employment of the District before the completion of the grievance procedure, if used, the employee's pay will be deducted in the last pay check of the employee. If suspension is subsequently revoked the District shall return any monies to the employee.
- 5:17 The parties recognize the positive effect a paraprofessional can have on his/her students and on ensuring an environment conducive to learning and maintaining decorum in the classroom. All District employees are expected to adhere to a code of professional dress appropriate to a professional office or a specific educational workplace setting as determined by building leadership. As a rule, business casual will be the expected professional dress. An exception may be agreed to at the individual buildings/programs for specific spirit days and/or professional development days, which will be communicated by the building administrator or supervisor via district email.

It is further agreed that should an employee wear what is considered by their administrator to be inappropriate attire, that the paraprofessional shall be so advised by the administrator. Such discussion shall not be reflected in evaluations nor result in any discipline, unless the behavior persists, at which time a meeting will take place between the employee, building/district administrator(s), and an Association Representative of the employee's choice.

- 5:17.1 Staff should dress and groom in a manner which shows cleanliness, ensures safety, demonstrates respect for others and not likely to distract students or disrupt the educational process.
- 5:17.2 Clothing and jewelry shall be free of writing, pictures, or any other insignia which are crude, vulgar, obscene, profane, sexually suggestive, advocate prejudice or violence against any group/individual, or advocate the use of drugs or alcohol.

ARTICLE 6
WORKING CONDITIONS

- 6:1 The employer shall establish hours of work for paraprofessional employees based upon the need for such services. The normal work year for full time Instructional and Monitoring paraprofessionals shall be according to State Code unless the State, the Department of Education and/or Federal project regulations require a different schedule. The workday for all full-time Instructional and Monitoring Paraprofessionals shall be as specified in Title XIV, Chapter 13, Section 1324 of the Delaware Code, as that section may from time to time be amended.
- 6:1.1 An employee's hours that are in place on the first duty day of each school year will not be reduced during the remainder of that school year. This does not preclude the layoff of employees in accordance with the provisions of Article 8.
- 6:1.2 Employees shall not be required to "clock in or out," but may be required to initial a roster upon arrival at their work location. Should an employee find it necessary to be absent, he/she shall notify the appropriate administrator or designee in accordance with administrative regulations.
- 6:2 Employees shall move sequentially on the salary schedule in annual increments. Employees must work more than one-half year to receive the annual increment.
- 6:3 If a paraprofessional is assigned before or after normal working hours to chaperone, collect tickets, or supervise a student activity he/she shall be compensated at his/her hourly rate, with time and a half paid after a 40 hour week.
- 6:4 No non-probationary employee shall be dismissed, reprimanded orally or in writing, reduced in pay, or disciplined without just cause. Any disciplinary action will be conducted in private.
- 6:5 In the event inclement weather or similar circumstances cause school openings to be delayed, paraprofessional employees shall be expected to arrive at work as early as possible taking into consideration the reasons for the delay, the distance traveled, and the hazards involved. In the event that the employee work day is cancelled employees shall be so notified according to District procedure. Employee shall suffer no loss in pay if arrival is before students.
- 6:5.1 When schools dismiss early due to inclement weather or other emergency conditions employees may leave following the departure of the last student bus.
- 6:5.2 If the buses are delayed getting to school at the end of the day, administrators and/or an administrative designee will remain with the students while waiting for the buses, thus, releasing the paraprofessional at the end of the contracted work hours. If the paraprofessional(s) is required to stay for late busses or late parent pick-up, they will be compensated in accordance with the Fair Labor Standards Act (FLSA).

6:6 HEALTH AND SAFETY

- 6:6.1 The Board and the Association agree that effective means for the protection of employees, pupils, and property are essential to the smooth functioning of the School District. Employees shall report in writing (except in cases of an emergency) all unsanitary, unsafe or hazardous conditions to the administrator in charge who shall, as quickly as possible after investigation and evaluation, take appropriate action to remedy the condition. The administrator within three (3) working days shall provide in writing to the reporting employee(s) the action taken. If the problem is not resolved satisfactorily a grievance may be initiated at Level II, but the issue may not proceed to Arbitration.
- 6:6.2 Employees shall not be required to work under conditions determined to be unsanitary, unsafe or hazardous by the preceding procedure. Employees may request a transfer by writing the Human Resources Office and providing written reason and back-up information after taking appropriate action outlined in 6:6.1.
- 6:7 Paraprofessionals shall have the right to use staff/teacher lounges.
- 6:8 When a paraprofessional moves from one salary scale within the bargaining agreement to another, their experience step will remain the same and their compensation will be adjusted accordingly
- 6:9 An employee, other than those employees permitted by law, shall not be required to give medication nor medical treatment; however, in an emergency situation, an employee is expected to act in a reasonable and prudent manner and shall be held harmless from liability by the Board unless the employee's acts or omissions amount to gross negligence or willful and wanton misconduct.
- 6:10 Any monitoring paraprofessional temporarily transferred by administrative action to an instructional paraprofessional position shall receive the higher rate of pay for the number of days actually worked as an instructional paraprofessional during that pay period.
- 6:11 If a paraprofessional so requests the administration will provide his/her with a safe and secure place for the counting of school monies such as the principal's office, the nurse's office, or other locked facility. No paraprofessional shall be required to transport school monies outside the building without an escort.
- 6:12 Employees shall immediately report cases of injury suffered by them in connection with their employment to their principal or other immediate supervisor. Principals shall report all cases of assault suffered by an employee in connection with his/her employment to the appropriate administrative authorities. The Superintendent shall establish a procedure to promptly inform the Association President of such cases.
- 6:13 Instructional paraprofessionals shall be under the direction of the classroom teacher(s)

during the time the instructional paraprofessional(s) is assigned to said teacher(s). The teacher(s) is expected to be present in the classroom except in emergencies or at instructionally-related activities outside of the classroom. However, it is understood by the parties that both the teacher(s) and the instructional paraprofessional(s) shall be under the supervision of the building administrator.

6:14 PARA WORKING WITH A VIRTUAL TEACHER

6:14.1 When there is a scheduled and continuous need for a paraprofessional to facilitate/proctor a classroom where the paraprofessional and the students are in person, but the teachers are teaching virtually, this will constitute a para with a virtual teacher.

6:14.2 The paraprofessional will assume the responsibilities of the teacher role that cannot be fulfilled by a virtual teacher.

6:14.3 Due to the additional responsibilities and change in working conditions paras working in a classroom where the teacher is remote will receive an additional stipend of \$6.50 per hour worked with the students in a classroom with a virtual teacher.

6:14.4 When filling the long-term position of a paraprofessionals working in a classroom with a virtual teacher, the building administration or program administration will request volunteers, and determine the paraprofessional best suited for the role. If the administration determines a reassignment is necessary, the process outlined in article 9:4 will be followed.

6:14.5 If a paraprofessional working in a classroom with a virtual teacher no longer wishes to fulfill the additional duties of this role they shall inform the administrator in writing, and the administrator will meet with the paraprofessional and discuss available options within 5 school days. Article 9:4 will be followed for reassignments.

6:14.6 It is understood that this provision pertains to classroom and content teachers teaching virtually for an extended period of time, typically equal to or greater than ten consecutive school days. This provision does not extend to related services or counseling provided for a student. These exclusions include but are not limited to:

- a) Board Certified Behavior Analysts (BCBA)
- b) School Counselors
- c) School Psychologists
- d) Social Workers
- e) Speech Language Pathologists

6:15 Paraprofessionals will not be required to write or develop student IEPs; paraprofessionals may participate in the development of a student's IEP. In accordance with applicable laws, employees have the right to review instructional and

behavioral information, including IEPs or 504 plans, for any student for whom he/she provides instructional support. A paraprofessional responsible for assisting in the implementation of an IEP shall be permitted to provide information for his/her student through a discussion with the teacher prior to the IEP meeting. The paraprofessional may attend the IEP meeting when approved by the administrator. Any changes to the IEP and/or behavior support plan that are pertinent to the duties of the paraprofessional will be reviewed with the paraprofessional subsequent to the meeting

- 6:16 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 three workdays in advance of such change; however, in the event of an emergency the employee(s) shall report as requested without regard to the aforementioned three workdays notice. Normally an administrator will meet with the affected employee(s) to discuss the situation and explore any options that may be available.
- 6:17 WORK DAY - The workday for employees will be inclusive of a thirty minute duty-free lunch during the hours of cafeteria operation. During the workday of six (6) hours or more employees shall receive two (2) fifteen-minute breaks, which will be scheduled on a reasonable basis by mutual agreement between para and professional staff with approval of their administrator. Employees scheduled to work four (4) or more continuous hours but less than six (6) daily shall receive one (1) fifteen-minute break as scheduled with mutual agreement between para and professional staff with approval of their administrator.
- 6:17.1 Except as otherwise provided in 6:1, residential paraprofessional hours where the residence is open seven days a week will follow the guidelines established in Appendix D.
- 6:18 SPECIAL SCHOOLS/PROGRAMS
- 6:18.1 Positions at special schools/programs requiring workdays in excess of normal work year will be filled as follows:
- (a) Voluntary basis to employees within the respective special school or program;
 - (b) If no one volunteers from within the special schools/programs the position shall be advertised within the district; and
 - (c) If there are no qualified applicants for the positions employees within the special school/program may be assigned these positions on a rotating basis with the least senior qualified persons being assigned first. Notification of assignment for summer employment may be by June 1.
- 6:19 No employee shall be required to transport a pupil in his/her personal automobile. Paras shall not be required to transport more than four (4) ambulatory or one (1) non-ambulatory student alone in a state vehicle. In deciding the number of/or which students will be transported, behavior, physical, medical and educational factors will be considered. Each para that is working alone and

transporting a student shall have access to a cellular phone or other means of emergency communication during the transport. Paraprofessionals required to transport students will be required to meet district driver's license requirements.

- 6:20 In accordance with law, employees who are required to work more than forty (40) hours per week shall be paid one and one-half times the regular hourly rate of pay for each hour worked beyond forty (40). Any absences during the week for sick leave, holiday, vacation, etc. will not be used in reaching forty (40) hours for calculation of when overtime pay begins. Overtime shall normally be offered on a rotational basis to qualified employees within the program/building.
- 6:21 All paraprofessionals shall be notified via email of any changes in their assignment as soon as the administrator is aware a change is needed. If school is no longer in regular session and the paraprofessional does not have access to district email, it is the paras responsibility to provide the administrator with a current mailing address to which the notification should be sent.
- 6:22 Paraprofessionals will not be required to lift and/or transport more than 50 pounds without assistance and will be given instruction in the proper techniques and equipment use by a qualified individual identified by the District's Special Services Department.
- 6:23 The District will make a reasonable effort not to schedule one paraprofessional to lunch or recess duty alone if there are more than thirty-five (35) students present. When making decisions to address lunch and recess coverage, student population and needs will be the primary consideration. Priority to assign a paraprofessional to out of the building recess over lunchroom coverage will be considered based on the student population and needs of providing adequate coverage for recess and/or lunchroom coverage. A walkie-talkie will be made available for use during recess duty. In the event, a paraprofessional will be covering a lunch or recess duty alone, they will be given advance notice by administration. Any concern of lunch or recess coverage can be brought to the attention of administration and/or union representation.
- 6:24 The District shall provide employees with access to lockable storage space for personal items.
- 6:25 The District shall provide appropriate equipment suitable for the work being done by employees. Such appropriateness, suitability, and need shall be determined by the administration.
- 6:26 Instructional paraprofessional non-instructional duty assignments shall be equitably distributed within the work location taking into consideration hours worked, assignment, and Federal/State mandates.
- 6:27 The Association shall have the right to have a representative on any committee that is related to the development and operation of the District's drug/alcohol testing

program.

- 6:28 The Association A paraprofessional shall be given the opportunity to participate in appropriate committees at the work site not to exceed 2.5 hours of extra time beyond their typical 37.5 hour work week. This time will be paid at the teacher EPER rate. Working beyond the contracted hours must be preapproved by administration.
- 6:29 Paraprofessionals shall not be required to participate in field trips that go beyond the regular work day. If a paraprofessional is asked to attend and participate beyond the regular work day, he/she will receive their per diem rate for each hour beyond the normal work day, and time and a half for hours worked over a 40 hour work week.
- 6:29.1 Paraprofessionals shall not be responsible for transportation or admission fees associated with mandatory trips or outings. Fees associated with voluntary trips shall be the responsibility of the paraprofessional unless mutually agreed upon by staff and building administration.
- 6:30 Payment for overtime, such as teacher substitute, summer work, in school respite, and in home respite, in addition to his/her regular pay will normally be made within the second pay period following the pay period in which the work was performed provided the time was reported by the employee in accordance with District procedures and the state determined pay periods.
- 6:31 Employees may be required to supervise a class in case of emergency or when the professional (normally assigned to the class) is required to attend a meeting. In the event employees have to cover a class, they shall be given sufficient direction to carry out the on- going program. Employees should not be responsible for primary instruction. When a paraprofessional is required to provide coverage, the para shall be paid \$14.00 per hour in addition to his/her regular pay for the entire period of coverage to the nearest 15 minute increment. The employee would not receive additional compensation during lunch. The employee would not receive additional compensation for the teacher's planning period unless authorized and approved by the supervising administrator. In the event extenuating circumstances occur and the paraprofessional is unable to have a duty-free lunch and/or take their breaks, the paraprofessional will receive the stipend for this time as well with prior approval by the supervising administrator.
- 6:31.1 The District will make a reasonable effort not to schedule one paraprofessional to cover more than one class at the same time.
- 6:32 When there is an instructional need for students to leave the classroom and go to another instructional setting, paraprofessionals may supervise students without a professional staff member present for the purpose of reinforcing skills previously taught by professional staff members. In determining which students will be assigned to a specific group between or among the paraprofessional(s) and professional staff, behavioral, physical, medical and educational factors will be considered. The safety of students and staff shall have priority over all other factors

in the determination of student assignments. When it is deemed necessary for the paraprofessional to provide small group instruction in a location outside of the classroom, the administrator will evaluate and will provide the paraprofessional an appropriate setting and materials, taking into consideration the number of students and their specific needs.

- 6:3 3 Paraprofessionals shall not be used as substitutes for absent professional employees unless the administration determines it is necessary. When used as a substitute for an absent teacher, the paraprofessional shall receive a stipend of \$14.00 per hour in addition to his/her regular pay for the hours worked as a substitute. The employee would not receive additional compensation during lunch. The employee would not receive additional compensation for the teacher's planning period unless authorized and approved by the supervising administrator. In the event extenuating circumstances occur and the paraprofessional is unable to have a duty-free lunch and/or take their breaks, the paraprofessional will receive the stipend for this time as well with prior approval by the supervising administrator.
- 6:33.1 When two or more instructional paraprofessionals (regardless of their typical assignment) are working in the classroom as a substitute, all are equally responsible for carrying out ongoing programs provided in the substitute plan and shall split the stipend equally.
- 6:33.2 The District will make a reasonable effort not to schedule one paraprofessional to cover more than one class at the same time.
- 6:34 When it becomes necessary for a paraprofessional to be used as a substitute for 10 or more consecutive school days this will constitute a paraprofessional as a long term substitute. When a paraprofessional is acting as a long-term substitute, they shall receive a stipend of \$14.00 per hour in addition to his/her regular pay for the entire 7 hour work day. The paraprofessional filling this role will be responsible for the typical teacher duties including planning with support and delivery of instruction. Paraprofessionals will be given adequate support by school staff to fulfill these duties effectively.
- 6:34.1 When filling the paraprofessional as a long-term substitute position, the building or program administration will first start with assigned classroom paraprofessionals and then request volunteers and determine the paraprofessional best suited for the role. If the administration determines a reassignment is necessary, the process outlined in article 9:4 will be followed.
- 6:34.2 Two or more paraprofessionals may split the stipend and responsibilities of the teacher role by mutual agreement of the paraprofessionals and administration.
- 6:34.3 Paraprofessionals working as long-term substitutes may choose to attend meetings, trainings, and conferences related to the responsibilities of the position, that exceed the typical work hours and will be compensated at their per diem rate plus the

paraprofessional as substitute stipend with prior approval of the administrator. Paraprofessionals who choose not to stay beyond their contracted hours will be given the meeting and training information.

- 6:34.4 If a paraprofessional working as a long-term substitute no longer wishes to fulfill the additional duties of this role they shall inform the administrator in writing, and the administrator will meet with the paraprofessional and discuss available options within 5 school days. Article 9:4 will be followed for reassignments.
- 6:34.5 The District will make a reasonable effort not to schedule one paraprofessional to cover more than one class at the same time.
- 6:35 Paraprofessionals will have access to and be given training on all student data / information systems and data collection tools. Such information shall be provided to meet student needs and prior to the arrival of any new students, to the extent possible. Periodically, paraprofessionals will be provided adequate time during the workday, but not interrupting classroom or instructional needs, to review student specific information, including but not limited to IEP, 504, medical, and behavior plans. Regular and Consistent check-ins between paraprofessionals and classroom teams will occur to ensure concerns are addressed and make any updates.
- 6:36 All instructional paraprofessionals before being hired by the School Board must have a high school transcript or GED and have passed the Para Pro Test or have a minimum of (60) College credits with a GPA of 2.1. During the pre-employment meeting, HR will collect an information sheet from each newly hired para. The information sheet must be given to the Paraprofessional Union President within one (1) week of the hire date.
- 6:37 Association and District representatives shall meet as needed to review job descriptions for the purpose of making recommendations for change to be considered. Job descriptions shall be included as an appendix to this agreement for informational purposes.
- 6:38 All paras will have the ability to access e-mail during the school day using a district device.
- 6:39 During any reconfiguration or program change that requires the movement of a total class or program, the Administration and the Association will meet to develop the procedures necessary to implement the concept.

ARTICLE 7
APPRAISAL AND PERSONNEL RECORDS

7:1 APPRAISAL

Evaluation and judging of an employee's performance shall be for the following purposes:

- a. To provide an opportunity for the employee to know if the work is acceptable and, if not, to be advised regarding what needs improvement;
- b. To establish a procedure whereby employee training needs may be identified;
- c. To promote open exchange of ideas, concerns and improvement of quality;
- d. To provide information for making judgments about employee assignments and continued employment.

7:1.1 Each paraprofessional must be evaluated in writing by his/her building administrator or program administrator based upon his/her direct observations using the appraisal form approved by the Superintendent. Evaluations for all paraprofessionals will be conducted openly and with knowledge of the employee and will be completed annually prior to April 1st. All appraisals will be discussed with the employee before submission to the appropriate office for filing. Employees must have been made aware of unsatisfactory performance in writing prior to it being marked on an appraisal report. The employee shall receive a copy of the appraisal document at least forty-eight (48) hours before any conference to discuss said document. The employee shall sign the appraisal although such signature indicates only that he/she has read the material and does not necessarily indicate agreement with its contents.

7:1.2 When an employee is rated less than satisfactory, the employee shall be notified that a meeting to develop an improvement plan shall be held within ten (10) days. The employee will be told that he/she has a right to have an Association representative present at the meeting. The improvement plan shall include a timeline for completion. When the improvement plan has been satisfactorily completed a letter stating such will be placed in the personnel file of the employee.

7:1.3 An employee who wishes to disagree with the appraisal must do so in writing within ten (10) school days after receipt of the appraisal.

7:1.4 Procedural violations of the evaluation procedure are subject to the grievance procedure.

7:1.5 The Association/District Liaison Committee will review the evaluation tool and process, as necessary, for the purpose of making recommendations for changes to be considered. Implementation shall normally be no later than three months after any approved change; the goal being to have any approved changes ready for implementation prior to the first duty day of a given year. The evaluation tool current as of the ratification of this agreement appears in Appendix C.

7:2 PERSONNEL RECORDS

- 7:2.1 Employees' personnel files will be maintained in the Personnel Services Office. Appraisal or derogatory material which is not contained in the employee's official personnel file may not be used in a proceeding against the employee.
- 7:2.2 Employees' shall also have the right, upon reasonable request, to be given an appointment to review the contents of the District personnel file pertaining to the employee, except for material considered to be confidential. Confidential materials shall 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.
- 7:2.3 The personnel file shall not be taken from the office by the employee and shall be examined in the presence of the Human Resources Administrator or his/her designee. The employee may have an Association representative present while reviewing their employee file. Employees may receive copies without charge of up to ten (10) pages of non-confidential documents filed in the personnel file.
- 7:2.4 Any material regarding an employee's performance which an employee either has not signed or been given the opportunity to sign shall not be placed in the employee's file.
- 7:2.5 Should an employee refuse to sign such material a representative of the District and a representative of the Association shall sign as a witness to that fact and the material shall be placed in the file, the absence of the employee's signature notwithstanding.
- 7:2.6 The employee shall have the right to answer any material filed within ten (10) calendar days upon receipt of the material and the answer shall be attached to the file copy.
- 7:2.7 An employee may request in writing to the Human Resources Administrator that material he/she deems unfavorable contained in the personnel file be removed. If the request is approved such documents and all directly related documents shall be removed. The employee shall be advised in writing of the disposition of his/her request.
- 7:2.8 Anyone who reviews the District file on an employee other than employees of the Human Resources Office shall do so in a manner prescribed by administrative regulations. An individual authorized by such regulations to review the file shall indicate such action by affixing his/her name and date of such review.
- 7:2.9 Copies of commendations issued to employees by the Board or administrative personnel shall be placed in the District's employee file. Employees may request additional items of recognition be placed in the District's file on the employee at the discretion of the District.

7:3

Investigation files will be maintained by the District for the purpose of keeping documentation that a complaint or allegation of any misconduct with a student was investigated. In situations where allegations were unsubstantiated, memos of summary will be kept in these files instead of personnel files.

ARTICLE 8
SENIORITY, LAYOFF, AND RECALL

8:1 The term seniority as used in this Agreement shall be calculated as the length of continuous service in a paraprofessional position in the District. Time earned as a temporary paraprofessional employee in the district shall count toward seniority upon the hiring of the employee in a permanent position provided that service is continuous.

8:2 SENIORITY LIST

8:2.1 Human Resources shall annually publish a list of all employees by field of major current assignment in seniority order. The seniority list will be reviewed with the Association prior to publication. This list shall be posted in each building by February 15 of each year. Employees who wish to appeal their placement on this list must do so in writing to Human Resources before March 1 of the year the list is published. A final list shall be posted by March 31 of each year. An employee's failure to question prior to March 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.

8:2.2 Each classification shall be treated as discreet and independent of the other. In the case of a reduction in force and for recall purposes seniority by classification will be utilized.

Autism – Instructional
DSD Instructional
DSD Residential
Early Education
Instructional (general)
Monitoring (general)
Networks - Instructional
REACH – Instructional
Visually Impaired–Instructional

As new programs are developed new classifications may be created by mutual agreement of the parties.

8:2.3 Paraprofessionals should not be used for any position other than what is listed in 8:2.2, unless in the case of an emergency-situation.

8:3 An employee shall 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 laid off for more than two years.

8:4 PROBATIONARY PERIOD

- 8:4.1 New employees shall serve a probationary period of thirty (30) work days with an additional thirty (30) work days upon written notification to the employee containing reasons for the extension. After the probationary period the employee can be dismissed at the discretion of District Administration with proper documentation.
- 8:4.2 Upon satisfactory completion of the probationary period the employee's seniority shall be established as the date of hire.

8:5 LAYOFF

- 8:5.1 If a reduction in force is necessary beyond normal attrition, it will be done by classification at the discretion of the Superintendent or his/her designee. The Superintendent or his/her designee shall determine the number of positions that will be reduced as well as the date such reductions are needed and shall apprise the President of the Association of this information before the effective date of the reduction. Employees identified for layoff shall be given written notification at least 30 days prior to the date of layoff.
- 8:5.2 To accomplish the necessary reduction in force, employees will be laid off from the field of their current seniority classification on the basis of seniority.

8:6 RECALL

- 8:6.1 Employees will be recalled in seniority order based on the classification from which he/she was laid off. Once all individuals in that category have been recalled, others can be recalled in seniority order for positions for which employees are qualified.
- 8:6.2 Notification of recall will be by telephone and personal email address. The employee will be responsible for submitting their preferred telephone number and email address to Human Resources upon notification of their reduction in force status. The employee will be expected to respond to the offer within 48 hours (excluding weekends and holidays) of the telephone call or email.
- 8:6.3 If notification by telephone and email is not successful, Human Resources will contact the CPA President and/or UniServ Director via email. They will have an additional 72 hours, excluding weekends, to contact the paraprofessional and garner a response.
- 8:6.4 The employee who accepts the recall will report to work on the date indicated by the

administration or later if mutually agreeable. A person may have at least 72 hours to report to work. Failure by the employee to report to work on the mutually agreed upon time will relieve the board of further obligation to offer re-employment.

- 8:7 Refusal of an employee to accept the position within 48 hours of direct contact from Human Resources or contact from the CPA President and/or UniServ Director (within 72 hours of the direct contact from HR), will relieve the Board of further obligation to offer re-employment to that employee. However, an employee may refuse a position outside of the seniority classification from which he/she was laid off without penalty and remain on the recall list.
- 8:8 Employees laid off shall be automatically placed on the recall list for a period equal to their length of service, but not to exceed two years. To remain on the recall list for a second year the employee must notify Human Resources by certified mail, return receipt requested, one month prior to the end of the first year that he/she wishes to remain on the recall list for the second year.
- 8:9 An employee on the recall list who exercises his/her seniority by accepting a temporary position or a position in a lower benefit category shall not surrender his/her right to a permanent position or to a position in his/her former benefit category. The employee shall remain at his/her appropriate position on the recall list
- 8:10 Time lost by an employee laid off under provisions of this Article, who is subsequently recalled under provisions of this Article, shall not be considered to interrupt continuous service, but such time shall not be counted toward additional service or be a criterion for pay or other benefits as set forth in this Agreement.
- 8:11 Employees on Board-approved leaves of absence shall be subject to all provisions of this Article.
- 8:12 Employees who are eligible for recall must keep the Human Resources Office informed in writing of any changes in their address and telephone number. Failure to do so will relieve the Board of any further obligation of recall.
- 8:13 Employees who resign or have been dismissed for any reason other than reduction in staff are not subject to the provisions of this Article.
- 8:14 Nothing in this Article shall apply to an individual in a temporary position or in any way serve to extend the employment of such individual except as provided in Section 8:9.
- 8:15 Laid-off employees may continue benefits at their own expense where the company/carrier permits for the time spent on the recall list.

ARTICLE 9
TRANSFERS

9:1 Employees who desire a transfer to another building or program may submit a Voluntary Transfer Request Form to the Human Resources Office based on the timeline outlined in 9:9.4.

Para openings between the first para workday and June will be filled on a temporary assignment basis so that those openings can be available for current employees during the next transfer period that continue to be available.

9:1.1 The Association shall be given a copy of the Transfer Request List by May 1, as well as posting any known vacancies on the intranet between May and June. Prior to June 15, Human Resources shall meet with the Association President/designee to give him/her a list of known transfers granted and current vacancies. If layoffs have occurred, the recall list shall also be provided.

9:1.2 Employees who desire a transfer to another building or category must file a transfer form with the Human Resources Office. Such written form must be submitted by an agreed upon date between the Association and the District, to remain on file and be considered for the following transfer period. An employee will only be allowed one transfer per year.

The employee will have 24 hours, not including weekends and holidays, to respond to an offer of an opening of a requested position. Failure to accept three offers will cancel the voluntary transfer request.

9:1.3 Permanent positions opened during the voluntary transfer period shall be filled in the following order of consideration:

- (a) current permanent employees on the voluntary transfer request list
- (b) employees on recall list in order of seniority

9:2 Part-time employees who desire a transfer to a full-time position may file a written statement with the Human Resources Office any time during the school year to be kept on file for the remainder of that school year. All requests for transfers to a full-time position must be on file by April 1st to be considered for a vacancy.

9:2.1 Employees on temporary contracts who are not on an improvement plan, have had satisfactory evaluations and want to be considered for a permanent position during the following year shall file a statement with the Human Resources Office no later than April 1 each year. Temporary employees who file a statement shall be given first consideration for assignment to permanent positions for which they qualify following employees on the Transfer Request List and then part-time employees that have requested full-time and finally to outside candidates.

9:2.2 A list of employees on temporary contracts shall be maintained by the District. If a

permanent paraprofessional opening occurs during the school year it may be filled on a temporary basis until the end of that school year.

- 9:3 Selection for positions shall be determined by the following criteria which are listed:
- (a) category
 - (b) seniority

9:3.1 If an employee is denied a transfer, he/she will be advised of the denial and, upon the employee's written request, will be given written reasons for the denial.

9:3.2 With a mutual agreement between the district and a paraprofessional enrolled in an approved teacher preparation program, a paraprofessional may be transferred for purposes of completing teacher certification requirements. The explicit intent of this transfer is for the paraprofessional to become a teacher in the Christina School District. Such transfers will be made known to the Association.

9:4 REASSIGNMENT

9:4.1 Changing an employee's assignment within a building/program constitutes a reassignment. No such reassignment may reduce the fringe benefit category of the employee being reassigned. Such reassignments may take place before the identification of a permanent vacancy. Employees shall have the right to state in writing their preferences of assignment within the building/program for the following year. Good faith effort will be made to honor the employee's request; however, placement is at the discretion of the administrator.

9:4.2 If a reassignment occurs, the employee has the right to request the reason for the reassignment from the supervising administrator.

9:4.3 The Human Resources placement designation of adult support 1:1 paraprofessionals shall be for the entire school year except in cases of emergency.

9:4.4 Instructional adult support 1:1 paraprofessionals may continue in their current assignment and follow their student as they move within the Christina School District. The Special Services Department will make the final determination about assignments of 1:1 paraprofessionals to meet the student's needs.

9:5 INVOLUNTARY TRANSFER

9:5.1 Notices of proposed involuntary transfers shall be given to the employee involved upon knowledge of such transfers unless unusual circumstances exist. Seventy-two (72) hours notice will be given. Employees will not be involuntarily transferred to a position in a lower fringe benefit category.

9:5.2 An employee may request a meeting with his/her supervisor or another appropriate administrative official or his/her designee, accompanied by an Association representative,

to discuss the transfer.

9:5.3 When involuntary transfers are deemed necessary the least senior employee will be transferred unless requirements of law, court order, affirmative action program, or programmatic needs of the District dictate otherwise.

9:5.4 Employees who are being involuntarily transferred will be advised of all available positions (brief descriptions will be provided in writing such as pay scale change or classification) and will have the right to select from among the positions for which they qualify on the basis of seniority. Employees will have seventy-two hours to select their choices and be made aware of classification or salary changes.

9:6 The Association President will be advised at the time involuntary transfers take place.

9:7 Changing an employee's assignment from one shift to another (day - evening - overnight) will be considered a transfer.

9:8 UNASSIGNED/EXCESSED EMPLOYEES

9:8.1 Unassigned/excessed employees are defined as employees on a permanent contract who are hired to fill a temporary assignment or who are displaced from their previous placement as a result of declining pupil enrollment, educational program changes, and/or adjustment in staff allocations.

9:8.2 Unassigned/excessed paras will participate in the Voluntary Transfer process as outlined in as outlined in 9:1.2, 9:9.4.-9.9.5

9:9 ADVERTISEMENT/INTERVIEWS

9:9.1 When a position is advertised it shall be posted at least ten (10) calendar days prior to the deadline for filing applications in each District building and a copy will be sent to the Association president. The positions will also be posted on the District's intranet site. No permanent appointment shall be made until after the deadline for filing applications.

9:9.2 The written notice of vacancy shall contain:

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

9:9.3 The description set forth for a particular position shall not be substantively changed after posting. Any other changes must be made prior to the application deadline or must be brought to the attention of the applicant at the time of interview.

9:9.4 The time frame for the Voluntary Transfer process will consist of a fifteen (15) day application period and a thirty (30) calendar day placement period. The exact dates will be mutually agreed upon by the Superintendent/Designee and the Association each year. The Superintendent/Designee shall post on the District's intranet site a list of known vacancies which may occur for the following school year. Intranet postings will be updated every two weeks during the posting period.

9:9.5 Employees who desire a transfer to another building or category must file an online transfer request with the Human Resources Office. Such written form must be submitted by agreed upon date between the Association and the District, to remain on file and be considered for the following transfer period. An employee will only be allowed one transfer per year. The employee will have 24 hours, not including weekends and holidays, to respond to a notice of an opening of a requested position. Failure to accept three offers will cancel the voluntary transfer request.

9:10 RIGHT OF RETURN

9:10.1 Any employee who is involuntarily transferred or declared unassigned shall be given the option to return to his/her original assignment or building where a permanent full-time vacancy occurs if:

- (a) He/she so requests in writing within ten calendar days of being declared unassigned, or transferred involuntarily;
- (b) The vacancy occurs between the time frame described in 9:9.4 and the third Thursday in July for the upcoming school year, or the following school year if a vacancy is available;
- (c) Organizational need permits

Paraprofessionals on this list shall be given first option to return to their positions preceding transfer, placement of unassigned Paraprofessionals or Paraprofessionals on leave being placed. Right of Return is for two transfer periods.

ARTICLE 10
LEAVES OF ABSENCE

- 10:1 Leaves of absence, including sick leave and absences for other reasons, shall be according to Delaware State Law. For the information of employees, a summary of State Law is placed at the end of this Agreement as Appendix C.
- 10:1.1 In accordance with State law, allowable sick leave for subsequent employment is to be available at the start of the school year. Adjustments for employees who terminate service prior to the end of the school year will be made in their final paycheck. Adjustments will be prorated based on sick leave being earned at the rate of one day per month of service to the District.
- 10:1.2 Donated Leave Program - A donated leave policy has been developed to assist employees who have used all sick leave and at least half of annual leave, if applicable, as a result of catastrophic illness or injury. Association shall have the right to have a representative on any committee that is related to the operation of this program.
- 10:1.3 PERSONAL DAYS - In accordance with Delaware State Law employees will be allowed up to five (5) days for personal reasons. Employees must request use of such days at least five (5) days prior to the date of the planned absence except in cases of emergency.
- 10:2 EXTENDED LEAVES OF ABSENCE
- 10:2.1 A leave of absence, without pay and without credit for experience toward salary computation, seniority, or pension eligibility or computation, of up to one year may be granted for the purpose of caring for a critically ill member of the employee's immediate family or the employee his/herself. Additional leave, for one additional year only, may be granted upon recommendation of the Superintendent and approval by the Board.
- 10:2.2 Any employee adopting an infant (up to four years old) may receive a leave of absence which shall commence upon receiving the de facto custody of the infant, or earlier if necessary to fulfill the requirements of adoption.
- 10:2.3 Jury Duty - In accordance with State Board of Education regulation, any employee who is called for jury duty during his/her working day shall receive his/her regular pay for the time spent on jury duty. Employees may keep the payment received from the court for jury duty.
- 10:2.4 Leaves of absence for other reasons may be considered on an individual basis.
- 10:2.5 Absences which are fully paid as a result of charging accrued sick leave days shall not be considered a leave of absence and employees returning from such an absence will return to the same position as when the absence occurred. When an employee returns from an approved leave during which time he/she was on unpaid status the employee

shall be assigned to the same category he/she held prior to taking that leave.

- 10:2.6 Family and Medical Leave - Some of the types of leave of absence mentioned in this section may qualify as a Family and Medical Leave. All requests for a leave of absence will be reviewed for qualification under the Family and Medical Leave Act of 1993. The employer will designate the leave as FMLA and notify the employee in writing.
- 10:3 Employees on unpaid leaves of absence shall be able to continue to participate in Board-sponsored group benefit programs at their own expense provided the company providing such benefits agrees.
- 10:4 Unpaid leaves of absence shall not constitute a break in continuous service.
- 10:5 It is the employee's responsibility to report inability to be on duty in the manner prescribed by Human Resources. In no event shall an employee be required or allowed to obtain his/her substitute.
- 10:6 A physician's statement certifying the medical justification for an employee's absence will not normally be requested for less than three days consecutive absence; however, upon reasonable suspicion or should there be an attendance pattern which appears to warrant it an employee shall be notified in writing that a physician's certificate will be required for all future absences that are to be charged to sick leave. This certificate requirement will be reviewed each six months following such notification.
- 10:7 Educational leave without pay up to one year may be granted to paraprofessionals who are enrolled in an accredited college or university or in an accredited school related to the paraprofessional's position with the Board.
- 10:7.1 Employees enrolled in an approved teacher certification program may fulfill Practicum and Student Teaching requirements concurrently with their position as a paraprofessional with district approval. See article 9:3.2
- 10:8 In addition to State-provided personal leave, the District will provide that when an employee is required to attend a legal proceeding as a party or is subpoenaed as a witness such absence shall not be charged against sick leave if:
- (a) the legal proceeding is related to school matters and the employee's presence as a party or witness is not caused by any fault or misconduct on the part of the employee as determined by the outcome of this proceeding; or
 - (b) The legal proceeding involved a matter of public interest as distinguished from 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.

ARTICLE 11
GRIEVANCE PROCEDURE

11:1 DEFINITION

11:1.1 A grievant is the person, persons, or organization who files a grievance as provided for under this Agreement.

11:1.2 A class grievance is a grievance filed by the Association which asserts an affect on a group or class of employees. Any such grievance shall contain sufficient information to clearly identify the aggrieved employees (not by name).

11:1.3 Days as used in this Article shall refer to employee work days; however, when a grievance is submitted between May 1 and September 1, days shall refer to calendar days.

11:2 PURPOSE

11:2.1 The purpose of this procedure is to provide an alternative to existing means of resolving concerns over matters specified in this Agreement which affects employees of the District. Both parties agree that these proceedings, if utilized, will be kept confidential except that the Board shall provide the Association with copies of all grievances and written decisions at each level.

11:3 TIMELINESS

11:3.1 All grievances to be considered under Article 11 must be initiated in writing at Step 1 within fifteen (15) days from the time of the incident giving rise to the grievance or the time the employee or the Association should reasonably have known of the incident. Time limits are not extended because of discussion of an issue by the Liaison Committee.

11:3.2 Claims under this Agreement, including claims for back wages, shall be valid for only the fiscal year in which the grievance was first filed in writing with the employer.

11:3.3 All grievances should be processed as rapidly as possible. The number of days indicated at each step will be considered a maximum and every effort will be made at each step to expedite the process. The time limit specified, however, may be extended by mutual written agreement.

11:3.4 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall constitute authority for the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

11:3.5 No grievance may be changed after it is filed. However, the grievance may be amended with respect to the cited policy, rule, or regulation following the decision rendered at Step 1 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 shall be considered timely filed if resubmitted at Step 1 within ten (10) days of the initial response.

11:4 SPECIFIC PROCEDURES

11:4.1 An employee having a complaint or a problem shall discuss it orally with his/her immediate supervisor. The immediate supervisor shall respond to the employee's complaint not later than the end of the employee's next work shift.

11:4.2 If the employee's complaint is unresolved at the informal step and is a proper subject for grievance under the definition set herein the issue may be processed as follows.

11:4.3 STEP 1 - The grievance shall be reduced to writing, dated, and signed by the employee. The grievance shall set forth the nature of the grievance, the remedy sought, and the specific provision of the Agreement alleged to have been violated. The employee shall forward the grievance to his/her immediate supervisor within the time limits established herein. The supervisor will communicate the decision within fifteen (15) days of the written grievance.

11:4.4 STEP 2 - If the grievance is not satisfactorily resolved at Step 1, it may be appealed to the immediate supervisor of the administrator in Step 1 within fifteen (15) days of the decision at Step 1.

The administrator shall meet with the employee within five (5) days of receipt of the written appeal to attempt to resolve the grievance. The administrator will communicate the decision in writing to the employee within fifteen (15) days after the close of the meeting.

11:4.5 STEP 3 - If the grievance is not satisfactorily resolved at Step 2 it may be appealed to the Superintendent or designee within fifteen (15) days of the decision at Step 2.

The Superintendent or designee shall meet with the employee within seven (7) days of receipt of the written appeal to attempt to resolve the grievance. The Superintendent or designee will communicate the decision in writing to the employee within seven (7) days after the close of the meeting.

11:5 SUBMISSION TO ARBITRATION

11:5.1 If the grievance is not satisfactorily resolve at Step 3 herein and if the grievance pertains to a violation of a specific provision(s) of this Agreement between the Board and the Association, the Association shall advise the Superintendent of its desire to proceed to arbitration within fourteen (14) calendar days of the decision at Step 3.

11:5.2 No claim shall constitute an arbitrable matter or be processed through arbitration if it pertains to:

(a) a matter where a specific method of remedy or appeal is prescribed by law;

(b) any 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 beyond the scope of Board authority or which the Board may not delegate;

(d) dismissal of a probationary employee.

(e) safety issues (as specified in Section 6:6.2).

11:5.3 Items (a) through (e) above, although not arbitrable, shall be appealable through the grievance procedure, within ten (10) days of the Superintendent's decision, to the Board which shall, at its option, hold a hearing concerning the matter or determine the matter on the basis of the written record. The Board shall render its decision within thirty (30) days of the date of the filing of the appeal to the Board.

11:5.4 Appeal to arbitration where other procedures of appeal are available shall operate as a waiver of any such alternative method of appeal and such appeal shall be signed by the Association and the employee involved.

11:5.5 The parties will attempt to file a joint statement to the Public Employment Relations Board which shall state in reasonable detail the nature of the dispute and the remedy requested. The parties shall be bound by the regulations of the Public Employment Relations Board in the arbitration proceedings except as this Agreement shall otherwise provide.

11:5.6 If the Superintendent or designee disagrees as to the arbitrability of the dispute he shall convene a meeting within ten (10) days of request to proceed to arbitration in an effort to resolve the differences between the parties.

11:5.7 If the disagreement over arbitrability persists the arbitrator appointed under the procedures set forth herein shall rule upon the question of arbitrability prior to hearing the merits of the dispute in question. The arbitrator shall then proceed to hear the dispute on its merits or schedule a subsequent hearing if requested by either party.

11:6 ARBITRATION PROCEDURE

11:6.1 The Public Employment Relations Board shall administer arbitrations pursuant to regulations adopted by the Public Employment Relations Board. The decision of the

arbitrator shall be submitted to the Board and the Association.

11:6.2 The arbitrator's written decision shall not amend, modify, nullify, add to, or subtract from the provisions of the Agreement.

11:6.3 the decision of the arbitrator shall be binding upon the parties.

11:7 COST OF ARBITRATION

11:7.1 The costs for the services of the arbitrator in determining whether a dispute is arbitrable, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne by the losing party. The costs for the services of the arbitrator, incurred in deciding the merits of a dispute, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

11:8 MISCELLANEOUS

11:8.1 Commencing with Step 1 of the Grievance Procedures, the grievant may be represented by a representative selected or approved by the Association.

11:8.2 If the grievant does not choose to be accompanied and represented by an Association grievance representative, the Association shall have the right to be present and to state its views commencing with Step 1 of the grievance procedure.

11:8.3 If the employee elects to be represented, he/she must still be present at any step of the grievance procedure where his/her grievance is to be discussed except that he/she need not be present where it is mutually agreeable that no facts are in dispute and where the sole question is the interpretation of this Agreement.

11:8.4 Where grievance proceedings are mutually scheduled by the parties during work time, persons requested to be present shall suffer no loss of pay. In the event of a dispute whether a person is proper to be present at the grievance, such dispute shall be subject to resolution through the grievance procedure.

11:8.5 No documents, communications, and records which are developed in connection with the processing of a grievance shall be filed in the employee's personnel file.

11:8.6 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District until such grievance and any effect thereof shall have been fully determined.

11:8.7 A form for filing grievances shall be prepared jointly by the Association and the Administration, reproduced by the Administration, and distributed to the Association

so as to facilitate operation of the grievance procedure. Such form shall be attached as Appendix B of this Agreement.

11:8.8 Meetings or hearings at any level of the grievance procedure may be waived by mutual agreement of the parties.

ARTICLE 12
NO STRIKE - NO LOCKOUT

- 12:1 Both parties recognize the desirability of continuous and uninterrupted operation of the District's program during the school year and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled the parties have removed the basic cause of work interruptions during the period of this Agreement.
- 12:2 The Association agrees that during the period of this Agreement it will not, nor will any person acting on its behalf, overtly cause, authorize, or support a strike or any other concerted disruption of normal School District activities as a result of disputes over interpretation of this Agreement or any other matter over which the Board has jurisdiction.
- 12:3 The District agrees that during the term of this Agreement it will not, nor will any person acting on its behalf, overtly cause, authorize, or support an offensive lockout of any employee covered by this Agreement as a result of a labor dispute between the District and the employees covered by this Agreement.

ARTICLE 13
LIAISON COMMITTEE

- 13:1 The establishment and make-up of the Paraprofessional Liaison is the responsibility of the Association.
- 13:1.1 The basic purpose of the Paraprofessional Liaison is to establish and maintain positive relationships and communication among the paraprofessional and the administration. The Paraprofessional Liaison shall be able to:
- provide a vehicle for reviewing and discussing school problems and practices including the building budget.
 - provide a vehicle for bringing group issues of concern to paraprofessionals before the school administration in an orderly and productive manner; should a school have only one staff member in a seniority classification, and that employee has not received resolution on a concern, the individual's issue may be included on the liaison topics.
 - provide a vehicle which paraprofessionals can use without bringing attention to themselves as individuals.
 - provide a vehicle for quickly stopping the spread of rumors and misinformation.
 - provide an opportunity for both teachers and administrators to maintain a clear understanding of each other's needs.
 - provide a vehicle by which a faculty can feel assured that their Association interests and perspectives are shared.
 - provide a process for developing and maintaining positive and more efficiently run schools where teaching and learning have an improved opportunity to prosper.
- 13:2 Paraprofessional(s) shall be given the opportunity to be involved in any site-based decision making groups or other appropriate committees at the work site.
- 13:3 In the spirit of collaboration, the Administration of each school shall meet with the Paraprofessional Liaison on a regular basis at a mutually agreeable time and date for discussion of areas of concern and problem solving. Agenda items shall be exchanged at least twenty-four (24) hours in advance. The Administration and Paraprofessional Liaison shall jointly prepare the minutes and the minutes shall be made available to paraprofessionals in the building.

- 13.4 If mutually agreed upon by the CPA and CEA liaison teams, the CPA and CEA liaison meeting may be held jointly to further collaboration and create a more efficient process.
- 13.5 The District and the Association will jointly develop and keep current a paraprofessional/administration training program for the operation of the Paraprofessional Liaison Committee. This training will be made available via webinar on a State platform. Team members will participate in the webinar annually. Human Resources will provide a list of paraprofessionals and administrators who have completed the training by the last Friday in October. Information on individuals who complete the training after October will be communicated as completion is confirmed.

ARTICLE 14
SALARIES AND EMPLOYEE BENEFITS

14:1 The salaries of all employees covered by this Agreement shall be the salaries as prescribed by Chapter 13, Title 14, Delaware Code plus a supplement in the hourly amounts in the schedule set forth in Appendix A which is attached hereto and made a part hereof. Salary schedules for the new fiscal year are effective the first duty day of each school year.

14:1.1 All State salary increases, including bonuses and cost-of-living supplements, shall be passed on to all employees unless contrary to law.

14:2 Direct Deposit - Employees hired prior to January 1, 1996 must have their paychecks deposited to their account by the State in any such bank which agrees to accept such deposits in accordance with the procedures established by the State.

14:3 FRINGE BENEFITS

14:3.1 Employees working thirty (30) or more hours per week shall receive the following contribution per month above the State contribution toward health insurance provided they use such money for coverage. The District will pay the State portion health insurance for those full-time employees (30 or more hours) who do not qualify for such.

Parity with teachers

14:3.2 Employees working 30 or more hours per week shall receive the following stipend toward the purchase of benefits:

Parity with teachers

14:3.3 The stipend in Section 14:3.2 may be used toward the purchase of benefits with parity with the CEA Agreement.

14:3.4 Employees who work twenty (20) hours per week or more, but less than thirty (30) hours per week, will receive one-half of the Board premium set forth in Section 14:4.1 for use toward health insurance and one-half of the Board stipend in Section 14:4.2 for use for other benefits.

14:3.5 Employees who work ten (10) hours per week or more, but less than twenty (20) hours per week, will receive one-fourth of the Board premium set forth in Section 14:4.1 for use toward health insurance and one-fourth of the Board stipend in Section 14:4.2 for use for other benefits.

14:3.6 Any additional cost of benefits selected by an employee shall be by payroll deduction.

14:3.7 The Board shall provide payroll deductions for, but not limited to:

- Unified membership dues
- Association service fee
- Tax sheltered annuities
- Deferred Compensation
- United Way
- State life insurance
- Savings Bonds
- Delaflex

14:4 Employees shall receive an additional twenty cents (20¢) per hour beginning the 15th year of credited experience. An additional ten cents (10¢) per hour at the beginning of the 22nd and 25th year of the credited experience.

14:5 Employees will receive additional funds for course work in education as follows:
\$500 for sixty (60) semester hours in education added to their base salary.

14:6 Extra Work – All extra work pre-approved by building and district leadership must be paid at the hourly rate earned unique to each para’s credentials. The district follows the FLSA regarding all wages and pay rates for non-exempt employees.

14:7 The Board agrees that the District will allocate local funds each school year for tuition reimbursement for CPA bargaining unit members. The District shall allocate \$100,000 of local funds per school year for all eligible participants as follows:

30% of the total allocation shall be for reimbursement of summer semester courses;

30% of the total allocation shall be for reimbursement of fall semester courses;

40% of the total allocation shall be for reimbursement of winter and spring semester courses;

Reimbursement will be available for credit generating course work related to PreK-12 education. District approval must be received for the desired course prior to beginning classes. Approval would require submission of a Tuition Reimbursement Form and a course description from the university/college catalog or website.

The reimbursement amount will be calculated by dividing the funding designated for the semester by the number of employees submitting a request for reimbursement for courses during this semester. The reimbursement amount will vary based on the number of employees participating each semester.

Tuition payment reimbursements shall be processed using the State Financial System. The District will adhere to guidelines set by OMB. Employees will be required to follow the District's personal reimbursement procedure and required to submit a receipt for the tuition paid and a transcript demonstrating a final minimum grade of a B or better.

- 14:8 All employees who are required to pay the city of Wilmington Wage Tax due to working the in the City of Wilmington shall receive a supplement to cover the total cost of the city wage tax as long as they continue to be subject to the City Wage Tax and covered by this agreement.
- 14:9 The District and Association agree to reenter in negotiations for the purpose of bargaining financial compensation for the 2025-26 and 2026-27 school years.

ARTICLE 15

STAFF DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 15:1 The Board and the Association recognize the obligation of employees to participate in staff development programs for the improvement of employee performance. Each employee who participates in in-service programs at the District level shall be given an opportunity to evaluate such programs.
- 15:1.1 At least the equivalent of two in-service days shall be provided for all paraprofessionals with full pay without cost to the Association.
- 15:2 Where in-service workshops occur beyond the normal workday employees required to attend the activity shall be compensated at the regular rate of pay for the additional time.
- 15:3. If the Board requires an employee to attend any workshop or conference outside the District the Board shall pay necessary expenses as follows:
- (a) Travel by private automobile shall be reimbursed at the State mileage rate plus tolls, if applicable. Travel by commercial carrier shall be coach class or the equivalent thereof except that the Board may approve other than coach class on an ad hoc basis.
 - (b) Reimbursement for meals and lodging shall be at the rate established or approved by the Board.
 - (c) Where travel, meals, and lodging are approved and the employee elects to commute such reimbursement shall be no greater than the cost of round-trip transportation, meals, and lodging.
 - (d) Alternative financial arrangements to those set forth herein shall be by mutual agreement of the Board and the employee.
- 15:4 Paraprofessionals will be permitted to attend District and building in-service programs for teachers that occur outside of their regular work day, but will not be paid for such attendance unless required by role and preapproved by an administrator.
- 15:5 A staff development committee will meet annually to develop recommendations for in-service programs and other training needs. When it is mutually agreed to hold a meeting during the work day, released time will be provided.
- 15:6 Employees who are required to implement programs required by student IEPs will receive training during the regular work day and be supervised according to 6:13 when implementing the programs.
- 15:7 Paraprofessionals, with the necessary Qualifications, including Administration approval, can be considered to be a trainer/presenter beyond the workday. If these conditions are met the para will receive the current teacher presenter rate.

ARTICLE 16
MISCELLANEOUS

- 16:1 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of the Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement provided that in the event both parties agree to reopen negotiations on any issue any resultant modification to this Agreement shall be affected only by an instrument in writing duly executed and approved by both parties.
- 16:2 Nothing in this Agreement which changes existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.
- 16:3 Notices under this Agreement shall be given by either party to the other by telegram, certified letter, or personal transmittal and written acknowledgment as follows:

To the Board at: 1899 S. College Avenue,
Newark, DE 19702

To the Association at:
4135 Ogletown-Stanton Road, Suite 101
Newark, DE 19713

ARTICLE 17
DURATION OF AGREEMENT

- 17:1 This Agreement shall be in effect as of July 1, 2024 and shall continue in effect until June 30, 2027 subject to the Association's right to bargain over a successor agreement. The District and Association agree to reenter in negotiations for the purpose of bargaining salary for the 2025-26 and 2026-27 school years.
- 17:2 This Agreement shall be binding on the parties, their successors, and assigns for the duration of the Agreement in accordance with Chapter 40, Title 14 of the Delaware Code unless specifically prohibited by law. Bargaining over a successor agreement will begin no later than March 1, 2027 upon request of the parties.
- 17:3 In witness whereof the parties have caused this Agreement to be signed by their respective designees, all on the day and year first above written.
- 17:4 This Agreement shall continue in effect until replaced by a successor agreement or until it is terminated by either party giving written notice to terminate to the other party. Such notice shall be given the other party in writing by certified mail sixty (60) days prior to the date said party desires termination of the Agreement. Sixty (60) days after the date of said notice this Agreement shall expire on the date indicated in the notice, except that in no event shall this Agreement expire prior to June 30, 2027.

CHRISTINA PARAPROFESSIONAL ASSOCIATION, DSEA/NEA

By: Gretchen Loose
President

Attest: Kyle Dan Lynch
Chairperson, Negotiations Committee

CHRISTINA BOARD OF EDUCATION

By: J B Patton
President

By: Althea Smith-Jacker
Vice-President

Attest: Robert J. Andryszewski
Executive Secretary

APPENDICES

APPENDIX A

APPENDIX A

Christina School District

Monitoring & Instructional Aides Salary Schedule

Step	2024-2025	2025-2026	2026-2027
1	5,963		
2	6,068		
3	6,173		
4	6,278		
5	6,383		
6	6,488		
7	6,593		
8	6,698		
9	6,803		
10	6,908		
11	7,013		
12	7,118		
13	7,223		
14	7,328		
15	7,711		
16	7,816		
17	7,921		
18	8,026		
19	8,131		
20	8,236		
21	8,341		
22	8,585		
23	8,690		
24	8,795		
25	9,039		
26	9,144		
27	9,249		
		District will reopen compensation upon the successful passing of the referendum	District will reopen compensation upon the successful passing of the referendum

Additional \$500 added to Base Salary for 60 College Credits.

Longevity Pay: Amounts are included in the local pay rates above

Beginning the 15th year of credited experience	\$277.50 Step 15
Beginning the 22nd year of credited experience	\$416.25 Step 22
Beginning the 25th year of credited experience	\$555.00 Step 25

APPENDIX B

GRIEVANCE FORM - LEVEL I
(Must be submitted within ten days of alleged violation)

Grievant: _____ Date of alleged violation: _____
Building: _____ Contract Article and Section violate: _____
Assignment: _____ or Board Policy section violated: _____
or Administrative rule or regulation
violated: _____

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

Remedy sought: _____

Grievant's signature: _____ Date: _____
* * * * *

Date Received: _____ Principal/Supervisor's Decision _____

GRIEVANCE APPEAL - LEVEL II
(Must be submitted within five days of date of previous decision)

Grievant's signature: _____ Date: _____
* * * * *

Date Received: _____
Administrator's Decision: _____

Administrator's Signature: _____ Date: _____

GRIEVANCE APPEAL - LEVEL III
(Must be submitted within seven days of the date of previous decision)

Grievant's signature _____ Date: _____

Union President's signature _____ Date: _____

* * * * * Date Received: _____

Administrator's decision: _____

Administrator's signature: _____ Date: _____

APPENDIX C

PARAPROFESSIONAL PERFORMANCE REPORT

- Probationary
- Annual
- Special

NAME: _____

DATE OF REPORT: _____

TITLE: Paraprofessional

WORK LOCATION: _____

Evaluations of an “unsatisfactory” rating must be substantiated with dates and examples. Unsatisfactory ratings could result in an improvement plan.

PERFORMANCE RESPONSIBILITIES	Exemplary	Effective	Needs Improvement	Unsatisfactory
1. QUALITY OF WORK-accuracy, skill, neatness, implementation of teaching techniques.				
2. ATTENDANCE-punctuality, absenteeism.				
3. WORK HABITS-Professional attitude, organization of work, care of equipment, safety, implementing student instruction as indicated, and is diligent completing tasks.				
4. RELATIONSHIP-with students, parents and staff.				
5. INITIATIVE-self-reliance, willingness to accept and carry out responsibility, resourcefulness				
6. DEPENDABILITY-. Ability to adjust to various responsibilities, changes in assignment and duties				
7. SUPERVISION OF STUDENTS-monitoring student activities and behavior, data gathering.				
8. INSTRUCTIONAL ABILITY- implementation of lesson plans, behavior support plan, support of instructional activities, knowledge of student’s needs.				
Circle Overall Rating				

Evaluator’s Comments optional:

Your signature on this form indicates that you have had the opportunity to read and discuss this report with your supervisor. Every employee has an opportunity to respond in writing to any aspect of this evaluation. **Such responses must be submitted to the evaluator within ten working days and will stay attached to the evaluation.**

Signature of Evaluator Title Date

Employee’s Signature Date

APPENDIX D

GUIDELINES: PAY FOR RESIDENTIAL STAFF DURING HOLIDAYS AND OTHER SCHOOL CLOSURES

Residential staff are obligated to work the same proportion of hours as school-based staff in a given week (e.g., 37.5 hours) during the contracted school year. Any hours beyond these contracted hours are considered to be extra shifts and will be paid by submitting a timesheet irrespective of when those hours are worked. Here are some examples:

- A residential paraprofessional is part-time (e.g., 80% of full time, or 30 hours per week). When school-based staff work three days (22.5 hours) during a given week, then that residential paraprofessional must work 80% of 22.5 hours or 18 hours.
- Note that at present there are two in-service days per year that are not required for paraprofessionals. Therefore, paraprofessionals are only obligated to work towards 80% of their contracted time during those weeks.
- When daytime shifts are added to cover in-service days during which students are not in school, these are always considered to be extra shifts. These particular extra shifts cannot count towards contracted time – i.e., staff cannot trade a regular shift for one of these extra daytime shifts.
- When school is closed for an entire week (e.g., Winter and Spring Breaks), all shifts are considered to be extra

APPENDIX E

JOB DESCRIPTIONS

Monitoring Paraprofessional

Goal: To assist in the delivery of support services for the educational program. Work directly with students with guidance from the teacher/administrator. Participate in all activities and facilitate the active involvement of students. Includes positions such as residential aides, hall monitor, playground paraprofessional, cafeteria paraprofessional, breakfast paraprofessional and bus paraprofessionals.

Reports To: Designated Administrator

Qualifications:

- Must have an acceptable Criminal Background check and no appearance on the Child Abuse Protection Registry at any level.
- Holds high school transcript or equivalency, *along with one of the following:*
 - An associate degree *or higher with a GPA of 2.0 or higher from an accredited institution, or*
 - Sixty college credits from an accredited institution, **or**
 - A score of 459 or higher on the ParaPro Test
- Has strong communication skills; writing and speaking in English
- Has strong communication skills; writing and speaking in a second language; if required by assignment
- Has experience working with children in varied settings; **preferred**
- Has working knowledge of behavior management procedures; **preferred**
- Must be able to stand and work continuously for a minimum of 4 hours per work day.
- Minimum lifting requirements- 50 pounds (with assistance).
- Must be able to use arms and hands without restrictions to accommodate the physical, mobility, and ambulatory needs of students.
- Must report to work on time every work day, except as afforded by existing law.

Additional Qualifications for DSD:

- Ability to use American Sign Language (ASL) as measured by a 3.0 rating on the American Sign Language Proficiency Interview, if required by assignment.
- Experience working with deaf/hard of hearing children, **preferred**

Responsibilities

- Ability to lift students and perform physical tasks, if required by assignment
- Ability to work with students from birth to 21 years old
- Has, or can satisfactorily pass Safety Techniques and Personal Restraint Techniques, if required by assignment
- Follows district and building procedures
- Ensures the safety of the students within all school and work environment

- Assist in emergency situations (fire drill, civil defense drills, first aid)
- Lends support in maintaining discipline of students (may implement behavior management plans as directed by classroom teacher)
- Participate in ongoing professional development and other work related meetings held during the work day
- Ensures students confidentiality
- Maintain a professional appearance
- Maintain the dignity and respect for each student at all times
- Maintain a professional attitude in all settings to include school settings, offsite, etc.
- Assist with the supervision and monitoring non-instructional activities (bus duty, breakfast & lunch, recess and specials/electives)
- Perform other duties as requested by administration to meet the needs of the students.

JOB DESCRIPTION
Instructional Paraprofessional

Goal: Work directly with students with guidance from the teacher. Provide coaching and modeling to facilitate the active involvement of students in their educational setting.

Reports To: Designated Administrator (and/or their designee)

GENERAL QUALIFICATIONS:

- Must have an acceptable Criminal Background check and no appearance on the Child Abuse Protection Registry at any level.
- Holds high school transcript or equivalency, *along with one of the following:*
 - An associate degree or higher with a GPA of 2.0 or higher from an accredited institution, **or**
 - Sixty college credits from an accredited institution, **or**
 - A score of 459 or higher on the ParaPro Test
- Has strong communication skills; writing and speaking in English
- Has strong communication skills; writing and speaking in a second language; if required by assignment
- Has experience working with children in varied settings; **preferred**
- Has working knowledge of behavior management procedures; **preferred**
- Has knowledge of software applications including MS Word, MS Excel and MS PowerPoint; **preferred**
- Has knowledge of assistive technology and accommodations for special education students; **preferred**
- Must be able to stand and work continuously for a minimum of 4 hours per workday.
- Minimum lifting requirements- 50 pounds (with assistance).
- Must be able to use arms and hands without restrictions to accommodate the physical, mobility, and ambulatory needs of students.
- Must report to work on time every workday, except as afforded by existing law.

ADDITIONAL QUALIFICATIONS FOR DSD:

- Ability to use American Sign Language (ASL) as measured by a 3.0 rating on the American Sign Language Proficiency Interview, if required by assignment.
- Experience working with deaf/hard of hearing children, **preferred**

ADDITIONAL QUALIFICATIONS FOR VISUAL IMPAIRMENT:

- Successful completion of “Introduction to Braille, UEB Edition”, provided by Hadley Institute for the Blind and Visually Impaired (Documented by a Certificate

- of Achievement at the end of the course) or equivalent certificate
- Prepare instructional material in Braille

RESPONSIBILITIES:

- Work with students from birth to 21 years old
- Assist with self-help training (student transfer, toileting, diapering, grooming, feeding etc.) if required by assignment
- Understand and implement the students' IEP (Individual Education Program) goals and objectives as well as any accommodations to ensure student's success, including Behavior Support Plans
- Lift students and perform physical tasks with proper training, if required by assignment
- If transporting students in district vehicles, possess a valid driver's license and safe driving record, if required by assignment
- Provide vocational support and on-the-job coaching at community locations with a limited number of students (determined by contract) with or without teacher on site, with proper training and an established routine, if required by assignment
- Satisfactorily pass Safety Techniques and Personal Restraint Techniques assessments, if required by assignment
- Satisfactorily pass CPR and First Aid training, if required by assignment
- Communication with classroom teacher and support
- Use of assistive technology, if required by assignment
- Ensure the safety of the students within all school and community environments
- Ensure student confidentiality
- Utilize knowledge of the social, emotional, medical, and academic needs of individual students obtained through collaboration with teacher and/or specialist
- Collaborate with the teacher and/or related services providers about the plans, and implementation of activities and resources for the students
- Work with students in variety of ways, which may include an individual, small group, or whole group settings, in the school and/or in the community, as prescribed by instructional programs
- In an inclusionary environment, is not limited to working solely with students who have IEP's, may also work with regular education students
- Assist in ongoing monitoring of students' progress which, may include assessing, data collection and computer work
- Communicate essential student information, progress, concerns to the assigned teacher, worksite coordinator, or assigned administrator
- Support in maintaining discipline of students using behavior management plan as directed by classroom teacher.

- Maintain dignity and respect for each student at all times
- May assist teacher or independently perform routine tasks such as, but not limited to: classroom duties, record keeping, limited clerical work, checking and grading papers, gathering/preparing materials for students, assisting with the set-up/clean-up of classroom activities, operating multimedia equipment, and job coaching at community-based locations.
- May assist with the supervision and monitoring of social interactions during non-instructional activities such as bus duty, breakfast/ lunch, recess, student transition between activities, specials/elective and field trips.
- Must perform all duties as assigned during scheduled work days.
- Perform other duties as requested by administration to meet the needs of the students.
- Maintain a professional attitude and appearance in all settings as required by district guidelines
- Use initiative to solve problems
- Follow district and building procedures
- The statements herein are intended to describe the general nature and level of work being performed by the employee in this position. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of a person in this position.

APPENDIX F

LEAVES OF ABSENCE

(Any future changes to law will control)

PAID PARENTAL LEAVE

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

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

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

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

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

- A. Teachers and other school employees shall be allowed ten (10) days of sick leave per year with full pay; those teachers and other school employees employed eleven (11) months a year shall be allowed eleven (11) days of sick leave per year with full pay; and those teachers and other school employees employed twelve (12) months a year shall be allowed twelve (12) days of sick leave per year with full pay. Any unused days of such leave shall be accumulated to the employee's credit without limit.
- B. In the case of a death in the immediate family of the employee there shall be no reduction of salary of said employee for an absence not to exceed five (5) working days. Members of the immediate family shall be defined as: the employee's spouse or domestic partner; parent, stepparent or child of the employee; parent of 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.

- C. 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 section shall inform that employee's own immediate supervisor of the fact and reason in advance, when possible, or otherwise before the expiration of the first hour of absence or as soon thereafter as practicable; 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 that supervisor's discretion require either a doctor's certificate or a written statement signed by the employee setting forth the reason for the absence. In the case of an absence of more than five (5) consecutive days, a doctor's certificate is required as a condition of approval. The days so lost are to be counted on the sick leave of the employee.
- D. In case of the death of a near relative there shall be no deduction in the salary of the employee for absence on the day of the funeral. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent-in-law, or other friend living in the employee's household. This absence shall be in addition to other leaves granted the employee.
- E. In the case of the observance of recognized religious holidays an employee may be absent without loss of pay on no more than three (3) calendar days per year. The days so lost are to be counted in the sick leave of the employee.
- F. An employee may be absent without loss of pay no more than five (5) days per fiscal year for personal reasons of the employee. Such absences shall be included in the sick leave of the employee. Such absences must be approved by the chief school officers.

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

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

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

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

CONTRACT INDEX –

- 48-hour meetings – 5:12.1, 5:12.2
- Accepting recall position – 8:9; 8:10
- Administrative Notices of meetings and bulletins (affecting working conditions) – 5:2
- Advertisement/Interviews – 9:9.1-9:9.4
 - changes to postings – 9:9.3
 - notice criteria – 9:9.2
 - postings – 9:9.1
 - voluntary transfers – 9:9.4
- After-hours duties (assignments) – 6:3; 6:20; 6:30
- Appeals to seniority roster placement – 8:2.1
- Arrested for a felony – 5:16
- Assignments – 6:3; 6:20; 6:21; 6:26; 6:30; 6:32; 9:4.1; 9:4.2; 9:4.4; 9:8.1; 9:8.2; 9:10.1
 - after-hours duties (assignments) – 6:3; 6:20; 6:30
 - changes – 6:21; 9:4.1
 - factors in determining assignments – 6:32
 - non-instructional duties – 6:26
 - reassignment – 9:4.1; 9:4.2; 9:4.4
 - unassigned – 9:8.1; 9:8.2; 9:10.1
- Association days – 5:4.1
- “Association” definition – 2:2.5
- Association President – 5:2; 5:3; 5:4; 5:4.1; 5:4.3; 5:4.4; 5:10; 6:35; 8:5.1; 9:6; 9:9.1; 9:9.4
 - access to phone and computer – 5:4.2
 - association days – 5:4.1
 - board policy and meeting minutes – 5:3
 - involuntary transfers – 9:6
 - job descriptions – 6:36
 - known transfers list – 9:1.1
 - meeting with the superintendent – 5:4.4
 - new hire list – 6:35
 - notice of meetings – 5:2
 - notification of involuntary transfers – 9:6
 - notification of known vacancies – 9:9.1
 - notification of voluntary transfer vacancies – 9:9.4
 - reduction in force notice – 8:5.1

 - review of evaluation tools – 7:5
 - serving on District committees – 5:4.3
 - use of school buildings – 5:4
- Association representation when reviewing personnel files – 7:2.3
- Association usage of:
 - AV equipment – 5:8.1
 - bulletin board and mailboxes – 5:8
 - district interoffice mail system – 5:8; 5:8.1
 - phone/computer – 5:4.2
 - school office – 5:8; 5:8.1
 - school property – 5:4; 5:6
- Building (Association) Representative – 5:4; 5:12.1; 5:12.2; 6:27; 6:28; 7:1.2; 7:2.3; 7:2.5; 11:8.1-11:8.4; 13:2

48-hour meetings – 5:12.1
 building issues – 13:2
 development of District drug/alcohol policy – 6:27
 employee refusal to sign evaluative material – 7:2.5
 evaluation/improvement plan meetings – 7:1.2
 grievance meetings – 11:8.1-11:8.4
 job descriptions – 6:36
 possible disciplinary meeting – 5:12.2
 reviewing personnel files with employees – 7:2.3
 use of school premises – 5:4
 work-site committees – 6:28
 “Board” definition – page 1
 Board Policy and meeting minutes – 5:3
 Benefits – 8:15; 10:3; 14:3.1-14:3.7
 board-sponsored group – 10:3
 health insurance – 14:3.1
 payroll deductions – 14:3.7
 stipend for benefits (employee who work 30 hours or more) – 14:3.2
 stipend for benefits (employee who work 20 hours but less than 30 hours) – 14:3.4
 stipend for benefits (employee who work 10 hours but less than 20 hours) – 14:3.5
 stipend parity with CEA – 14:3.3
 terminated employees – 8:15
 Breaks – 6:17
 Bus delays – 6:5.2
 Caring for critically-ill family member – 10:2.1
 Changes in assignment – 6:21; 9:4.1
 Class action grievance definition – 11:1.1
 Clocking in and out – 6:1.2
 Committees – 5:4.3; 6:27; 6:28
 Continuous service – 2:2.7; 8:1
 Continuation of benefits for laid-off employees – 8:15
 “Continuous Service” definition – 2:2.7
 Contract (Agreement) – 5:9; Preamble; 1:1; 1:2; 1:4; 1:5; 5:1; 16:1-16:3; 17:1-17:4
 Contract on the District website – 5:9
 Course work in education – 14:5
 Covering classes – 6:31; 6:32; 6:33; 6:33.1; 6:33.2; 6:34; 6:34.1; 6:34.2; 6:34.3; 6:34.4; 6:34.5
 emergency – 6:31
 long-term – 6:34; 6:34.1; 6:34.2; 6:34.3; 6:34.4; 6:34.5
 more than one class – 6:31.1
 substituting for absent teachers – 6:33; 6:33.1; 6:33.2
 “Days” definition – 2:2.4
 Definitions –
 “Association” – 2:2.5
 “Board” definition – page 1
 class action grievance – 11:1.2
 “Continuous Service” – 2:2.7
 days – 2:2.4
 “District” – 2:2.6
 “employee” – 1:2
 grievance – 11:2.1
 grievant – 11:1.1

- grievance days – 11:1.3
- layoff – 8:5.2
- liaison – 13.1.1
- long-term substitute – 2:2.8; 6:34
- “paraprofessional(s)” – 2:1
- “principal” – 2:2.2
- reassignment – 9:4.1
- right of return – 9:10.1
- “school” – 2:2.1
- “supervisor” – 2:2.3
- seniority – 8:1
- unassigned/excessed employees – 9:8.1
- vacancy – 9:9.2
- virtual teacher para – 2:2.9; 6:14.1; 6:14.6
- Delaware Law – preamble; 1:5; 5:11; 5:13; 6:1; 6:20; 10:1; 10:1.1; 10:1.3; 10:2.3; 14:1; Appendix F
- Appendix F – leaves of absences; sick time
- contract contrary to law – 1:5; 5:11; 5:14
- jury duty – 10:2.3
- leaves of absence – 10:1
- personal time – 10:1.3
- purpose of bargaining agreement - preamble
- school Board duties – 5:13;
- salaries – 14:1
- sick time – 10:1; 10:1.1
- work hours – 6:1
- work week – 6:20
- Derogatory material in personnel files used against employees – 7:2.1
- Determining employee assignments (factors that the District considers) – 6:32
- Discrimination – 4:1-4:3
- Direct deposit – 14:2
- Direct observations – 7:1.1
- “District” definition – 2:2.6
- District Board rights and duties – 5:13; 5:14
- Donated Leave program – 10:1.2
- Dress Code – 5:17; 5:17.1-5:17.2
- Drug/alcohol committee – 6:27
- Education leave – 10:7
- Email access – 5:8; 6:38
- “Employee” definition – 1:2
- Employer’s right to modify start and end times – 6:15
- Equipment needed for duties – 6:25
- Evaluation – 7:1-7:1.6
 - direct observations – 7:1.1
 - disagreement with evaluation – 7:1.3
 - improvement plan – 7:1.2
 - purpose of – 7:1
 - review of evaluation tools – 7:1.5
 - timelines – 7:1.1
 - violations of evaluation procedures – 7:1.4
- Evaluation disagreement – 7:1.3
- Evaluation procedural violations – 7:1.4

Evaluation purpose – 7:1
 Evaluation timelines – 7:1.1
 Evaluation tool review – 7:1.5
 Extra work duties – 6:20; 14:6
 Field trips – 6:29; 6:29.1
 Financial Reopener – 14:9
 Giving medication or treatment to students – 6:9
 Grievance – 11:1.1-11:1.4; 11:2.1; 11:3.1-11:3.5; 11:4.1-11:4.5; 11:5.1-11:5.7; 11:6.1-11:6.3; 11:7.1; 11:8.1-11:8.8
 arbitration – 11:6.1-11:6.3; 11:7.1
 association representation – 11:8.1-11:8.3
 class action – 11:1.2
 definition – 11:2.1
 documents in personnel file – 11:8.5
 grievance days – 11:1.3
 grievant – 11:1.1
 job duties – 11:8.6
 joint grievances – 11:8.7
 mutually scheduled – 11:8.4
 process – 11:5.1-11:5.7
 purpose – 11:2.1
 timeliness – 11:3.1-11:3.5
 waiving meetings – 11:8.8
 Grievance definition – 11:2.1
 Grievant definition – 11:1.1
 Grievance days definition – 11:1.3
 Hiring requirements – 6:35
 IEPs – 6:14; 15:6
 IEP meeting(s) – 6:14
 Improvement plans – 7:1.2
 Inclement weather – 6:5; 6:5.1
 Inconsistent administrative rules and Board policies – 1:4
 Inservice days – 15:1; 15:1.1; 15:2; 15:4; 15:5
 Investigative files separate from personnel files – 7:3
 Involuntary transfers – 9:5.1 – 9:5.4; 9:6; 9:7
 changing shifts – 9:7
 meeting request – 9:5.2
 notification of association president – 9:6
 selection of available positions – 9:5.4
 seniority – 9:5.3
 timeline for notices – 9:5.1
 Job descriptions – 6:37; Appendix E
 Jury duty – 10:2.3
 Just cause (reduction in pay) – 6:4
 Late busses – 6:5.2
 Layoff – 8:5.1; 8:5.2; 8:7; 8:10; 8:15
 accepting a recall position – 8:9; 8:10
 continuation of benefits for laid-off employees – 8:15
 definition – 8:5.2
 process – 8:5.1
 recall – 8:7; 8:9; 8:10

- refusing recall position – 8:7
- timeline – 8:5.1
- Layoff definition – 8:5.2
- Leave for officers of the union – 5:10
- Leaves of absences – 5:10; 5:16; 10:1; 10:1.2; 10:2.1-10:2.4; 10:3; 10:4; 10:7; 10:8
 - adoption of child – 10:2.2
 - arrested for a felony – 5:16
 - board approved leaves – 8:11
 - board-sponsored group benefits – 10:3
 - break in service – 10:4
 - caring for critically ill family member – 10:2.1
 - education leave – 10:7
 - jury duty – 10:2.3
 - laid-off employees – 8:15
 - legal proceedings, District – 10:8
 - officers of the union – 5:10
 - personal days – 10:1.3
 - returning to same category – 10:2.5
 - sick time – 10:1; 10:1.1; 10:2.5; 10:6
- Legal proceedings, District – 5:16; 10:8
- Lesson plans – 6:33
- Liaison – 13:1; 13:1.1-13.5
 - building liaison process – 13:1.1; 13:3, 13:4; 13:5
 - combine building liaison with CEA 13:4
 - committee makeup – 13:1
- Lifting 50 pounds or more – 6:22
- Longevity bonus – 14:4
- Long-term coverage – 2:2.8; 6:34; 6:34.1; 6:34.2; 6:34.3; 6:34.4; 6:34.5
 - definition - 2:2.8; 6:34
 - reassignment – 6:4.1
 - meetings (after school) – 6:34.3
 - stipend – 6:34
 - two or more para split – 6:4.2
- Loss of seniority – 8:3
- Lunch – 6:16; 6:23
- Monitoring paras transferring to an instructional para position – 6:10
- Moving to a different salary scale (different bargaining unit) – 6:8
- Moving up on the salary schedule – 6:2
- Negotiations – 5:1; 5:5
- Negotiations information from the Board – 5:1
- Non-instructional duties – 6:26
- Overtime – 6:3; 6:20; 6:30
- ParaPro – 6:36
- Paras used as substitutes – 6:18; 6:18.1
- “Paraprofessional(s)” definition – 2:1
- Payroll deductions – 14:3.7
- Personal days – 10:1.3
- Personnel records – 7:2.1-7:2.9; 11:8.5
 - association representation – 7:2.3
 - authorized personnel to review files – 7:2.8
 - commendations – 7:2.9

- derogatory material used against employees – 7:2.1
- grievances – 11:8.5
- rebuttals of materials – 7:2.6
- refusal to sign materials – 7:2.5
- removal of unfavorable materials – 7:2.7
- review contents – 7:2.2
- signed appraisals in file – 7:2.4
- “Principal” definition – 2:2.2
- Probation period – 8:4.1; 8:4.2
- Professional development committee (staff) – 15:6
- Publication of seniority roster (list) – 8:2.1
- Purpose of contract – Preamble
- Reassignment – 9:4.1; 9:4.2; 9:4.4
 - definition – 9:4.1
 - long-term substitute – 6:4.1
- Recall – 8:6.1-8:14
- Recall notification – 8:6.2; 8:6.3
- Recall acceptance – 8:6.4
- Recall refusal – 8:7
- Rebuttals of employee performance materials – 7:2.6
- Refusal to sign employee performance materials – 7:2.5
- Reimbursements for professional development -15:3
- Removal of unfavorable materials in personnel file – 7:2.7
- Reporting an injury – 6:12
- Reporting unsafe conditions – 6:6.1
- Request for transfer because of unsafe conditions – 6:6.2
- Residential hours – 6:16.1
- Restricting class size load – 6:23
- Returning to work in same category – 10:2.5
- Reviewing contents in personnel files – 7:2.2
- Right of return definition – 9:10.1
- Safe place to count monies – 6:11
- Safety (hazardous, unsanitary) – 6:6.1; 6:6.2; 6:11; 6:12
 - reporting an injury – 6:12
 - reporting unsafe conditions – 6:6.1
 - request for transfer because of unsafe conditions – 6:6.2
 - safe place to count monies – 6:11
- Salary (pay) – 6:2; 6:4; 6:5; 6:8; 6:10; 6:18; 6:18.1; 6:20; 6:29; 6:30; 6:31; 14:1; 14:1.1; 14:2; 14:4-14:9; 14:8; Appendix A
 - city wage tax – 14:8
 - course work in education – 14:5
 - covering a class in an emergency – 6:31
 - Delaware state code – 14:1; 14:1.1
 - direct deposit – 14:2
 - extra work duties – 14:6
 - field trips – 6:29
 - just cause (reduction in pay) – 6:4
 - inclement weather – 6:5
 - longevity bonus – 14:4
 - Long-term coverage – 6:34; 6:34.2; 6:34.3
 - monitoring paras transferring to be an instructional para – 6:10

- moving to a different salary scale (different bargaining unit) – 6:8
- moving up on the salary schedule – 6:2
- overtime – 6:20
- paras used as substitutes – 6:18
- salary increases – 14:8; 14:9
- salary schedule – Appendix A
- timeliness of extra duty pay – 6:30
- tuition reimbursement – 14:7
- two or more paras used as substitutes – 6:31.1
- virtual teacher para – 6:14 – 6:14.6
- Seniority classifications – 8:2.2
- Salary increases – 14:8; 14:9
- Salary schedule – Appendix A
- “School” definition – 2:2.1
- Seniority – 8:1; 8:2.1-8:2.3; 8:3; 8:4.2; 8:5.2; 8:6.1; 8:7; 8:9; 9:1.3; 9:3; 9:5.3;
 - accepting or refusing recall position – 8:7; 8:9
 - appeals – 8:2.1
 - classifications – 8:2.2
 - continuous service – 8:1
 - definition – 8:1
 - involuntary transfers – 9:5.3
 - layoff – 8:5.2
 - loses seniority – 8:3
 - probation period – 8:4.2
 - recall – 8:6.1
 - seniority roster (list) – 8:2.1
 - time as temporary employee – 8:1
 - timelines – 8:2.1
 - voluntary transfers – 9:1.3; 9:3
- Seniority categories – 8:2.2
- Seniority definition – 8:1
- Seniority roster (list) – 1:2; 8:2.1; 8:2.2
 - publication of seniority roster (list) – 8:2.1
 - seniority categories – 8:2.2
- Sick time – 6:20; 10:1; 10:1.1; 10:2.5; 10:6
 - allowable time and adjustments – 10:1.1
 - doctor’s note requirement – 10:6
 - returning to same position – 10:2.5
 - state law – 10:1
 - work week – 6:20
- Signed appraisals in personnel file – 7:2.4
- Site-based decisions involvement – 13:2
- Special Schools – 6:18; 6:18.1
- Storage space – 6:24
- Strikes (workplace) – 12:1-12:3
- Student information – 6:14; 6:35
- Substituting for absent teachers – 6:33; 6:33.1; 6:33.2
- Supervisor – 2:2.3; 6:13
- “Supervisor” definition – 2:2.3
- Teacher certification program – 9:3.2; 10:7.1
- Temporary – 8:1; 9:2.1; 9:2.2

Timeliness of extra duty pay – 6:30
 Trainers (para) – 15:7
 Training – 6:35
 Training outside work day – 15:4
 Transfers – 9:1 – 9:1.3; 9:2-9:2.1; 9:3; 9:3.1; 9:5.1-9:5.4; 9:7; 9:8.2; 9:9.4; 9:10.1
 Voluntary transfers –
 considerations – 9:1.3; 9:3
 definition – 9:1
 list of transfer requests – 9:1.1
 part-time employees – 9:2
 process and timeline – 9:1.2
 special schools – 6:18.1
 teacher certification program – 9:3.2;
 temporary assignments – 9:1; 9:2.1; 9:2.2
 Involuntary transfers -
 changing shifts – 9:7
 meeting request – 9:5.2
 notification of association president – 9:6
 selection of available positions – 9:5.4
 seniority – 9:5.3
 timeline for notices – 9:5.1
 Transporting students – 6:19
 Tuition reimbursement – 14:7
 Two or more paras used as substitutes – 6:18.1
 Unassigned – 9:8.1; 9:8.2; 9:10.1
 Unassigned/excessed employees definition – 9:8.1
 Unpaid leaves 5:10; 5:16; 10:2.1; 10:2.5; 10:3; 10:4; 10:7;
 arrested for a felony – 5:16
 board-sponsored group benefits – 10:3
 break in service – 10:4
 caring for critically ill family member – 10:2.1
 education leave – 10:7
 officers of the union – 5:10
 returning to same category – 10:2.5
 Use of teachers' lounge – 6:7
 Vacancy definition – 9:9.2
 Virtual teachers – 6:14.1; 6:14.2; 6:14.3; 6:14.4; 6:14.5; 6:14.6
 definition – 2:2.9; 6:14.1; 6:14.6
 reassignment into virtual classroom – 6:14.4
 reassignment out of virtual classroom – 6:14.5
 roles of para – 6:14.2; 6:14.3
 para stipend – 6:14.3
 Voluntary transfers – 9:1; 9:1.1; 9:1.2; 9:1.3; 9:2.1; 9:2; 9:3; 9:9.4
 considerations – 9:1.3; 9:3
 definition – 9:1
 list of transfer requests – 9:1.1
 part-time employees – 9:2
 process and timeline – 9:1.2
 postings of vacancies – 9:9.4
 special schools – 6:18.1
 temporary assignments – 9:1; 9:2.1

timeframe – 9:9.4
Workday – 6:16
Work hours – 6:1; 6:1.1; 6:3; 6:5; 6:5.1; 6:5.2, 6:16; 6:20; 6:30
after-hours duties – 6:3
breaks – 6:16
Delaware Code – 6:1
bus delays – 6:5.2
hours will not be reduced – 6:1.1
inclement weather – 6:5
lunch – 6:16
overtime – 6:3; 6:20; 6:30
school delays or closures – 6:5.1
Work relationship with the classroom teacher(s) – 6:13
Working beyond normal school year – 6:17.1
Work-site committees – 6:28