MEMORANDUM OF UNDERSTANDING AMONG THE CHRISTINA SCHOOL BOARD, AND CHRISTINA PARAPROFESSIONAL ASSOCIATION

2024-2025

This Memorandum of Understanding ("New CPA MOU") is entered into by and among the Christina School Board ("CSB") and the Christina Paraprofessional Association ("CPA"), collectively referred to in this New CPA MOU as "Parties". The Parties acknowledge that this New CPA MOU is effective as of the date provided for in Section 1 below.

WHEREAS, the Parties CSB, CSD, along with the Wilmington Learning Collaborative (WLC) committee, are parties to a memorandum of understanding (the "Wilmington Learning Collaborative - WLC MOU") directed to improving the educational, social, emotional and health outcomes of the children and families of Wilmington.

WHEREAS, CPA and the CSB are parties to a collective bargaining agreement ("Existing CBA") which governs the paraprofessionals of the CSD;

WHEREAS, the Parties engaged in good faith negotiations resulting in this proposed New CPA MOU, which allows for continuous input and collaboration among the Parties;

WHEREAS, the Parties acknowledge that this New CPA MOU remains subject to ratification by CPA membership and CSB;

NOW, THEREFORE, the Parties do hereby agree to the following:

Section 1 - Effective Date

The Parties agree that this New CPA MOU shall only become effective upon ratification by (a) CPA membership, at an election to be held in accordance with CPA by-laws on or before the end of September 3, 2024 and (b) CSB, at a board meeting held in accordance with Board policy and procedures on or before September 11, 2024.

Section 2 - Interplay between Existing CBA and New CPA MOU

The Parties agree that to the extent not expressly modified by the New CPA MOU, all CPA bargaining unit members shall be subject to the Existing CBA.

Section 3 -Term of this Agreement

The Parties agree that this New CPA MOU shall terminate at the conclusion of the 2024-2025 school year, unless extended by a written agreement signed by each of the Parties.

Section 4 - Modification of this Agreement

This New CPA MOU may be amended at any time only by written agreement signed by each of the Parties. At any point, if the plans of the Wilmington Learning Collaborative (WLC) impact any working conditions of the paras in the city schools, both parties agree to reenter into negotiations.

Section 5- School Year and Daily Hours

All paraprofessionals in Pritchett, Bayard, Stubbs, and Pulaski for grades K-8 shall work (7.75/a day) at their per diem rate. Paraprofessionals including those in Special Programs such as DAP,

REACH, and DSD who are required to work additional hours pursuant to this section will be paid their per diem rate.

Section 5 - Seniority Roster

The 2024-2025 Seniority Roster will include all paraprofessionals in the District. There will be no separate city seniority roster for the city paraprofessionals.

Section 6 - Shared Decision Making

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

One paraprofessional shall be included in the Educator Leadership Team (ELT) in each of the city schools as described in the MOU agreed upon by the District and CEA. The selection of the paraprofessional member of this team shall be based on a democratic procedure established by each building. The paraprofessional member can participate in any meeting and decision process established by the team.

Each paraprofessional member of the BLT shall receive the teacher EPER rate for every meeting that they attend outside of their contractual workday, including the summer meetings. This extra work will not push the employee's weekly hours over the 40 hour per week threshold.

Section 8- Unplanned Extra Hours

Paraprofessionals, with administration pre-approval, may be asked to work extra hours beyond their workday. If these conditions are met, the para shall be compensated at his/her per diem rate until the Fair Labor Standards Act (FLSA) guidelines apply.

Section 9 - Non-Instructional Duties

If a paraprofessional is assigned before or after normal working hours to duties unrelated to instruction such as early care/after care, bus duties or recess/lunch, chaperone, or supervise a student activity, he/she/they shall be compensated at his/her per diem rate until the stipulations of Fair Labor Standards Act (FLSA) apply.

Section 10 - Technology

Each instructional paraprofessional will receive a fully functioning laptop for his/her/their individual use compatible with all classroom technology in the classroom by the first school day for staff.

A walkie talkie will be made available for any paraprofessional who has lunch and/or recess duty. In addition, if a paraprofessional is instructing a classroom without a teacher or working with small student groups outside of the classroom, she/he/they will have a walkie talkie.

<u>Section 11 - Incentives starting the 2024-2025 School Year for Pritchett, Stubbs, Pulaski, and Bayard</u>

- a. City Paraprofessionals may participate in the same professional development as the teachers.
- b. At least one professional development day will be devoted to pertinent training for city paraprofessionals.

CHRISTINA PARAPROFESSIONAL ASSOCIATION

By: Kyle Lynch Its: President

CHRISTINA BOARD OF EDUCATION

By: Donald Patton
Its: President

City School Memorandum of Understanding between the Christina School Board and the Christina Paraprofessional Association.

CHRISTINA PARAPROFESSIONAL ASSOCIATION

By: Kyle Lynch

Its: CPA Negotiations Chairperson

CHRISTINA BOARD OF EDUCATION

By: Donald Patton

Its: President