

Christina Paraprofessional Association  
Christina School District  
Memorandum of Understanding  
September 1, 2020

This Memorandum of Understanding (“New CPA MOU”) is entered into by and among the Christina School Board (“CSB”), the Superintendent of Schools for the Christina School District (“CSD”), and the Christina Paraprofessional Association (“CPA”), collectively referred to in this New CPA MOU as “Parties”.

WHEREAS, CEA and the CSB are parties to a collective bargaining agreement (“Existing CBA”) which governs the non-administrative employees of the CSD;

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:

**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 September 7, 2020, and (b) CSB, at a board meeting held in accordance with Board policy and procedures on or before September 8, 2020.

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.

**Term of this Agreement**

The Parties agree that this New CEA MOU shall remain in effect for the duration of the current COVID-related State of Emergency, but in no event shall extend beyond the 2020-2021 school year absent written agreement by the parties.

**Modification of this Agreement**

This New CPA MOU may be amended from time to time only by written agreement signed by each of the Parties.

**Definitions**

A “Traditional Learning Model” shall mean the “in-person” learning model developed during a non-pandemic time period.

A “Remote Learning Model” shall mean that school buildings are closed as directed by the District/re-opening teams and learning is done solely by virtual methods.

A “Hybrid Learning Model” as directed by the District/re-opening teams shall mean the combination of an in-person model and a remote learning model. This definition shall encompass solely remote, solely in-person, or a combination of remote and in-person.

A “Virtual Learning Model” as directed by the District/re-opening teams that students will work remotely for the duration of the school year and will not receive instruction and services within the physical school building.

A “Virtual Teaching” shall mean the “computer based” learning model developed during the pandemic time period with a caseload of virtual learners for the 2020-2021 school year.

## **Rights of the Parties**

5:12.1 An employee who is required to appear before the Board or an agent thereof for disciplinary reasons (written reprimand, suspension, termination) 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. All such meetings may be held remotely based on current school reopening status or “in-person” as agreed upon by all parties involved. During a pandemic situation or other extenuating circumstances when public health is in question, no employee shall be required to attend an “in-person” meeting if they are in a high-risk population as determined by their personal physician. These meetings may be recorded as agreed upon by all parties involved and a copy of the recording can be given to the employee at his/her request.

5:12.3 An Informal discussion with an employee by a member of the administrative staff pertaining to the employee's performance at his/her work location can occur with due to privacy. Time and location (remote or in-person) of such meeting should be agreed upon by the employee and the administrative staff.

6:4 No employee shall be disciplined, reprimanded orally or in writing, or reduced in pay, or discipline except for just cause. Any disciplinary action will be conducted in a private meeting or email. Time and location (remote or in-person) of such meeting should be agreed upon by the employee and the administrative staff.

## Health and Safety

The District will make every attempt to ensure the safety of all students and staff. Before staff physically return to the school buildings, the District shall ensure that they have provided an adequate supply of personal protection equipment (PPE) for every employee and student and the proper COVID safety measures are in place according to the DDOE guidance for "Returning to School" such as but not limited to hand sanitizing stations, a COVID isolation room, CDC signage, and social distancing protocols. The Association President/designee will serve on all re-opening committees.

6:6.2 Employees shall not be required to work under conditions determined to be unsanitary, unsafe or hazardous such as but not limited to lack of sufficient PPE or any violation of State COVID guidelines by the preceding procedure. Employees may request a transfer in writing with the Human Resources Office and provide written reason and back-up information after taking appropriate action outlined in the current contract..

Before employees and students return to the school building for the Hybrid Learning Model, employees should be trained in safety measures as recommended by the Center for Disease Control (CDC) and the DDOE guidance for "Returning to School" in regards to COVID-19.

During the Remote and Hybrid Learning Models, the administrator should discuss with the employee any tasks that paraprofessionals are required to perform that are outside their normal instructional duties prior to implementation of the new tasks.

In the Hybrid Learning Model, employees working from the buildings may be asked to assist in light cleaning as directed for purposes of disinfecting frequently used surfaces and materials/manipulatives used for teaching and learning between uses by students. Wipes and/or spray will be made available by the District.

Employees will be tested for COVID illness prior to in-person working into a school building. Testing will occur following the protocols established by State or District. Employees, with a legitimate health or safety reason will not be mandated or reprimanded for not participating in the COVID testing. The testing shall not occur at the expense of the employee. Results will be given to the employee in a timely manner. A positive result may be reported to the Delaware Division of Public Health who may take actions as a result in the interest of public health.

## Employment

During the Remote and Hybrid Learning Models, the employee's workday will continue to be seven and one-half hours, but may be on a flexible (am/pm/virtual) schedule upon written agreement between the employee and the District administration. Time spent working from home during these models will be mutually agreed upon between employee and administrator, and be considered as time attended to duties. Employees working from home must adhere to designated schedules agreed upon by the building

level teams unless flexibility is needed at which time, a discussion between the employee and the building administration shall be held to determine what schedule would be best. In the event of a disagreement, the administrators decision will stand.

All openings for positions for the pandemic-related shifts and pandemic-related 10 month virtual teaching positions shall be posted in each school building at least five (5) calendar days prior to the application deadline.

During remote, hybrid, and traditional learning models, employees who volunteer for pandemic-related shifts and/or pandemic-related 10-month virtual teaching positions, should be qualified and shall be given preference based on the following identifiers in order from greatest to least priority:

1. Needs of students and District
2. Employee ADA identified health concerns (properly documented)
3. Employee Child-care needs (properly identified)
4. Seniority
5. Lottery

In the event that there are more positions than applicants, the District will move to an outside applicant pool. Individuals will not be removed from their current seniority lists for the above defined positions. Should a paraprofessional disagree with the outcome, a paraprofessional will appeal to the Human Resources and should it need further review, appeal through the Union President/designee to Superintendent/designee. If an employee is reassigned because of staffing needs during the Remote, Hybrid, or Virtual Learning Models, he/she will be allowed to return to his/her original assignment he/she held prior to the accepting the temporary pandemic position. Seniority will continue to accrue.

Buildings are open for employees who wish to work from a school classroom, even if such employees are not required to work in the physical building.

Employees will be required to return to the school building prior to their assigned student cohort(s) including those cohorts in the Virtual Learning Model.

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. City Paras shall have 10 extra instructional days annualized. These provisions shall remain regardless if instruction is done in a Traditional, Remote, Hybrid, or Virtual Learning Model.

6:16 WORK DAY - The workday for employees will be inclusive of a thirty minute duty free lunch during the hours of cafeteria operation. During the work day 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. During the Remote or Hybrid Learning Models, an employee and the building administration will discuss and agree on such lunch period that best fits the student and employee assigned schedule. In addition, employees are not required to be online during their duty-free lunch or fifteen-minute break(s).

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. The employee shall suffer no loss in pay if arrival is before students. During the Remote and Hybrid Learning Models, weather-contingency days may be considered as a Remote Learning workday unless otherwise noted to be non-workdays by the Superintendent. Employee workdays will not exceed 185 unless otherwise mandated by the State.

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. During Remote, Hybrid, and Virtual Learning Models, employees will have access to appropriate technology and are permitted to take technology home to provide remote instruction to students whether they are in the classroom or at home. Considerations should also be given to devices that their students are using.

Employees shall not be required to make home visits alone or without proper COVID safety measures in place during the visit.

6:31 Employees may be required to supervise a class either in person or remotely in case of emergency or when the professional (normally assigned to the class) is required to attend a meeting. In the event that employees have to cover a class, they shall be given sufficient direction to carry out the ongoing program. Employees should not be responsible for primary instruction. In the event meetings total over 75 consecutive minutes in one day, the para shall be paid \$12.40 per hour in addition to his/her regular pay for the period of time covering the class. 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.

During the Remote or Hybrid Learning Models, paraprofessionals shall be provided a district device capable of conducting a ZOOM meeting (lesson) and a Zoom account capable of co-hosting breakout rooms. Until such a device can be procured by the

District, paraprofessionals shall be given access to an equivalent device in a District building to conduct Zoom lessons. In addition, training should be provided on how to set up the Zoom account, adjust the settings, and correctly record the lesson. Should a problem with technology or parent concerns arise during the para's Zoom lesson, the employee shall notify the teacher and the building administration immediately. The administrator will provide a resolution to the issue within 2 working days. In handling a student's misconduct, the paraprofessional shall have the right to restrict the student's microphone/camera privileges until appropriate action has been taken as determined by the Student Manual or alternative restorative practice agreed upon with the building administration.

During the Remote or Hybrid Learning Models, the Board understands that the most appropriate form of dress may not be business casual. An exception to the dress code will be made in matter of PPE such as scrubs, Protective gowns, face masks, face shield and any other item deemed necessary for personal safety.

### **Employee Evaluations and Observations**

Administrators should be present in a formal observation. Video recordings may be included in an employee's observation or evaluation only with agreement by the employee.

For all observations and evaluations, the administrator will make their presence known, upon arrival, should the platform not consist of a waiting room feature. Notwithstanding the foregoing, the District will not send a representative physically to a teacher's home for purposes of evaluations.

### **Committees and Professional Development**

5:7 The Board shall endeavor to keep the Association informed of any new programs, experiments, research projects, changes in programs, District decisions related to COVID, which directly and significantly affect persons covered by this Agreement.

The President of the Paraprofessional Association or designee will be notified of any meetings/committees related to COVID and the Association shall be given the opportunity to be involved in those committees.

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. To prepare for a more efficient, effective Remote, Hybrid, and Virtual Learning Models, the Board and Association also agree that additional professional development will be needed for employees in the use of required technology and online learning techniques.

During the Remote and Hybrid Learning Models, any non student meetings including

but not limited to PLCs, Leadership, Liaison, Team, and Professional Development may be virtual if agreed upon by the parties.

During Remote, Hybrid, and Virtual Learning Models, residential paraprofessionals may be assigned to assist the Brennen School classrooms. They will be afforded the same rights as outlined in the current Collective Bargaining Agreement and the COVID Memorandum of Understanding (MOU) as an instructional paraprofessional during this period.

### **Facilities and Supplies**

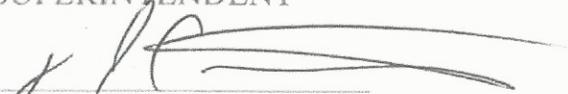
Prior to moving into the Hybrid Learning Model, the air filtration and flow in each classroom/office space should be as recommended by the DDOE guidance for "Returning to School" in regards to COVID-19.

The District shall provide information in writing describing how air is being circulated and filtered in a usable space of a building upon request. When modifications are made to the space(s), employees will be given updated information.

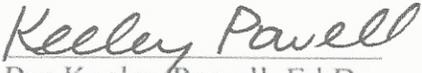
CHRISTINA PARAPROFESSIONAL ASSOCIATION

  
By: Nicole Williams  
Its: President

SUPERINTENDENT

  
By: Daniel Shelton, Ed.D.  
Its: Executive Secretary, Christina Board of Education

CHRISTINA BOARD OF EDUCATION

  
By: Keeley Powell, Ed.D.  
Its: President