MEMORANDUM OF UNDERSTANDING AMONG THE CHRISTINA SCHOOL BOARD, 
THE SUPERINTENDENT OF SCHOOLS FOR THE CHRISTINA SCHOOL DISTRICT, AND 
CHRISTINA PARPROFESSIONAL ASSOCIATION 
2021-2023

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". The Parties acknowledge that this New CPA MOU is effective as of the date provided for in paragraph 1 below.

WHEREAS, the CSB, CSD, along with Christina Education Association, the Delaware Department of Education and the Office of the Governor, are parties to a memorandum of understanding directed to improving the educational, social, emotional and health outcomes of the children and families of Wilmington (the "Wilmington MOU");

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:

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 August 16, 2021 and (b) CSB, at a board meeting held in accordance with Board policy and procedures on or before August 25, 2021.

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 CPA MOU shall terminate at the conclusion of the 2022-2023 school year, unless extended by a written agreement signed by each of 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.
School Year and Daily Hours
Bancroft, Bayard and Stubbs for grades K-8 will have an extended school year not to exceed 5 additional instructional days. Paraprofessionals including those in Special Programs such as DAP, REACH, and DSD who are required to work additional days pursuant to this section will be paid their per diem rate. All paraprofessionals shall work (7.75/a day) at their per diem rate on the days when students are present in the building.

Current City Paraprofessionals Letter of Interest and Assignments
Paraprofessionals who are currently employed in a city school by the Christina School District, on a permanent contract and who have expressed interest in continuing their position in a city school will be given first consideration for placement in a city school.

To express an interest in a building, a paraprofessional may submit their information electronically following the guidelines provided by the District no later than August 31, 2021.

Current city paraprofessionals on a permanent contract who have chosen to remain in the city schools shall receive communication through District email of their building assignment no later than September 3, 2021.

When placing paraprofessionals in buildings, the District and CPA agree to the concept that every effort will be made for the paraprofessionals to follow their students.

City Paraprofessional Voluntary Transfer Process
ALL CSD paraprofessionals will fill out their voluntary transfer requests, as outlined in the current collective bargaining agreement, during the voluntary transfer period dates specified by the district. During the 2021 voluntary transfer period only, current paraprofessionals at Stubbs, Palmer, Pulaski, Bancroft and Bayard will be given first priority to transfer on a seniority basis to available positions, with the exclusion of special programs/schools (DAP, REACH, and DSD). It is understood that the number of transfers granted will depend on the number of available openings and the number of paraprofessionals requesting a transfer.

City Paraprofessionals may be unassigned for the 2021 and 2022 school years based on seniority as a result of declining pupil enrollment, educational program changes, and/or adjustments in the staff allocations in the city schools. Unassigned paraprofessionals will be able to participate in the voluntary transfer process as outlined in articles 9:1.2 and 9:9.4.

City Paraprofessionals Layoff
If a reduction in force is necessary beyond normal attrition, city paraprofessionals will be laid off from the field of their current seniority classification on the basis of seniority.

Right to Return
Employees will be recalled in seniority order based on the classification from which he/she was laid off. Paraprofessionals who do not work in a city school who are excessed for any reason can be offered a position in a city school but will not be involuntary transferred to a city school.

Paraprofessionals who have been excessed will not lose their place in the right to return process because they have declined a position in a city school.
Transfer Language for All Other District Paraprofessionals
Paraprofessionals who are currently employed in a non-city school by the Christina School District, on a permanent contract, will have the opportunity to be considered for a position in one of the city schools using the normal voluntary transfer process. Non-city paraprofessionals who have been offered a position in a city school will be notified in writing through District email. The communication will provide the assigned building and seniority category. The specific assignment will be confirmed once the majority of paraprofessionals have been identified for the school. Employees who are offered a position will have three (3) working days (72 hours) to accept or decline the offer from when the offer was received.

Current non-city paraprofessionals who decline the offer will remain in their current position subject to the terms of the Collective Bargaining Agreement (CBA) and Delaware Law.

Paraprofessionals on temporary contracts would apply as an external applicant.

Seniority Roster
The 2021 Seniority Roster will be modified to include separate categories for paraprofessionals who have agreed to work in a city school. The categories shall be as listed:

City – Instructional
City – Monitoring

If a Reduction in Force (RIF) is necessary due to a decline in student enrollment or education programs, the reduction of paras shall only affect the categories in which the positions are eliminated.

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 Building Leadership Team 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.

After-Hours Positions
Paraprofessionals, with the necessary qualifications and administration approval, may be considered for "after-hour" positions beyond the workday. If these conditions are met, the para shall be compensated at his/her per diem rate unless the stipulations of Fair Labor Standards Act (FLSA) apply.

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 unless the stipulations of Fair Labor Standards Act (FLSA) apply.

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.

Incentives starting the 2021-2022 School Year for Bancroft, Stubbs, and Bayard

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

City Wage Tax

City K-8 paraprofessionals who are required to pay the city of Wilmington wage tax due to working 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.

CHRISTINA PARAPROFESSIONAL ASSOCIATION

By: Nicole Williams
Its: President

CHRISTINA BOARD OF EDUCATION

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

between the

CHRISTINA SCHOOL DISTRICT
BOARD OF EDUCATION

and the

CHRISTINA PARAPROFESSIONAL ASSOCIATION
DSEA/NEA

JULY 1, 2021 – JUNE 30, 2024
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE:</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Recognition</td>
<td>3</td>
</tr>
<tr>
<td>2 Definitions</td>
<td>4</td>
</tr>
<tr>
<td>3 Association Security</td>
<td>5</td>
</tr>
<tr>
<td>4 Fair Practices</td>
<td>6</td>
</tr>
<tr>
<td>5 Rights of the Parties</td>
<td>7</td>
</tr>
<tr>
<td>6 Working Conditions</td>
<td>11</td>
</tr>
<tr>
<td>7 Appraisal and Personnel Records</td>
<td>17</td>
</tr>
<tr>
<td>8 Seniority, Layoff and Recall</td>
<td>20</td>
</tr>
<tr>
<td>9 Transfers</td>
<td>23</td>
</tr>
<tr>
<td>10 Leaves of Absence</td>
<td>27</td>
</tr>
<tr>
<td>11 Grievance Procedure</td>
<td>30</td>
</tr>
<tr>
<td>12 No Strike - No Lockout</td>
<td>35</td>
</tr>
<tr>
<td>13 Liaison Committee</td>
<td>36</td>
</tr>
<tr>
<td>14 Salaries and Employee Benefits</td>
<td>37</td>
</tr>
<tr>
<td>15 Staff Development and Educational Improvement</td>
<td>39</td>
</tr>
<tr>
<td>16 Miscellaneous</td>
<td>40</td>
</tr>
<tr>
<td>17 Duration of Agreement</td>
<td>41</td>
</tr>
</tbody>
</table>

## APPENDICES:

<table>
<thead>
<tr>
<th>A</th>
<th>Local Salary Schedule</th>
<th>43</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Grievance Form</td>
<td>47</td>
</tr>
<tr>
<td>C</td>
<td>Paraprofessional Performance Report</td>
<td>48</td>
</tr>
<tr>
<td>D</td>
<td>Guidelines: Pay for Residential Staff During Holidays</td>
<td>49</td>
</tr>
<tr>
<td>E</td>
<td>Dispute Procedure</td>
<td>50</td>
</tr>
<tr>
<td>F</td>
<td>Job Descriptions</td>
<td>51</td>
</tr>
</tbody>
</table>
AGREEMENT

This Agreement was entered into this 1st day of July, 2021, 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.
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 mailed 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 computer will be restricted to lunch and break periods and will not interfere with the operations of the school district. Placement of the telephone and computer hookup will be by mutual agreement.

5:4.3 The President of the Paraprofessional Association or designee will serve on the District Strategic Planning Committee and the District Calendar Committee.

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 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 shall endeavor to 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 reasons(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 conformity 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.

6:6 HEALTH AND SAFETY
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.

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.

Paraprofessionals shall have the right to use staff/teacher lounges.

When a paraprofessional moves from one salary scale to another, their experience step will remain the same and their compensation will be adjusted accordingly.

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.

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.

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.

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.

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 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.

6:15 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.

6:16 WORK DAY - The workday for employees will be inclusive of a thirty minute duty-free lunch during the hours of cafeteria operation. During the workday of six (6) hours or more employees shall receive two (2) ten-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) ten-minute break as scheduled with mutual agreement between para and professional staff with approval of their administrator.

6:16.1 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.

6:17 SPECIAL SCHOOLS/PROGRAMS

6:17.1 Positions at special schools/programs requiring work days 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 will be assigned these positions on a rotating basis with the least senior qualified persons being assigned first. Notification of such involuntary assignment for summer employment shall be by June 1.

6:18 Paraprofessionals shall not be used as substitutes for absent professional employees
unless the administration determines it is necessary. When used as a substitute, the paraprofessional shall receive a stipend of $13.00 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.

6:18.1 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.

6:19 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 shall be given the opportunity to be involved in appropriate
committees at the work site.

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 for a teacher that totals over 70 minutes in one day, the para
shall be paid $13.00 per hour in addition to his/her regular pay for the entire
period of coverage. 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.

6:32 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.

6:33 When there is a scheduled and continuous need for a paraprofessional to
facilitate/proctor a classroom for example a Virtual Classroom, the
paraprofessional will be given detailed plans/instructions for facilitating or
proctoring the class. At no time will the paraprofessional be required to
provide direct classroom instruction. Any responsibilities related to
facilitating or proctoring this class will not require any time outside of the
scheduled class time. This article does not include the supervision of Study
Halls.

6:34 Prior to the arrival of any new students, the administration/designee will
communicate to the paraprofessional all necessary information that is known
and needed to prepare for that student. Such information shall be provided as
needed to meet the needs of the student.

6:35 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.

6:36 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.

6:37 All paras will have the ability to access e-mail during the school day.

6:38 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.

6:39 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.
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

18
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.

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.

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.

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.

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.

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.

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
Autism – Residential 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 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 work day 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 outside candidates.

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.

9:4 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 a transfer form (Appendix D) 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’s related to the operation of this program.

10:1.3 PERSONAL DAYS - In accordance with Delaware State Law employees will be allowed
up to three (3) 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.
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.

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.

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.

Unpaid leaves of absence shall not constitute a break in continuous service.

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.

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.

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.

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.
the decision of the arbitrator shall be binding upon the parties.

COST OF ARBITRATION

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.

MISCELLANEOUS

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

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.

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.

Where grievance proceedings are mutually scheduled by the parties during work time, persons proper 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.

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.

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.

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.

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 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 current 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.
14:4.7 The Board shall provide payroll deductions for, but not limited to:
Unified membership dues

37
Association service fee
Tax sheltered annuities
Deferred Compensation
United Way
State life insurance
Savings Bonds
Dellax

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 $15,000 of local funds per school year for all eligible participants as follows:

25% of the total allocation shall be for reimbursement of summer semester courses;
25% of the total allocation shall be for reimbursement of fall semester courses;
25% of the total allocation shall be for reimbursement of winter semester courses;
25% of the total allocation shall be for reimbursement of spring semester course.

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.
The local salary increases are reflected in the payscale in Appendix A. The 2022-2023 annual local salary will be spread over 27 pay periods rather than the normal 26 for employees who did not elect the 22-pay option. This may result in a lower bi-weekly paycheck but will result in the same annual local salary.
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 work day 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.

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: 600 North Lombard Street
Wilmington, DE 19801

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, 2021 and shall continue in effect until June 30, 2024 subject to the Association's right to bargain over a successor agreement.

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, 2024 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, 2024.

CHRISTINA BARAPROFESSIONAL ASSOCIATION, DSEA/NEA
By: [Signature]
President
Attest: [Signature]
Chairperson, Negotiations Committee

CHRISTINA BOARD OF EDUCATION
By: [Signature]
President
By: [Signature]
Vice President
Attest: [Signature]
Executive Secretary
### APPENDICES

**APPENDIX A**

Christina School District

Monitoring & Instructional Aides Salary Schedule

<table>
<thead>
<tr>
<th>Pay Step</th>
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<th>2023-2024</th>
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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: ______________________________
Assignment: _____________________________
Contract Article and Section violate: ______
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: ______________________

Administrator's decision: __________________

Administrator's signature _______________ Date: ______________________

45
APPENDIX C
PARAPROFESSIONAL PERFORMANCE REPORT

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.

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

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
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 bubble sheet 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)

MATERNITY 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-section 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 in 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 three (3) days per fiscal year
for personal reasons of the employee. Such absences shall be included in the sick leave of
the employee. Such absences must be approved by the chief school officers.

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-
Section 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
  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; 14:3.1-14:3.6
  board-sponsored group – 10:3
  health insurance – 14:3.1
  payroll deductions – 14:3.6
  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 – 6:16
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 a class in an emergency – 6:31
“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
“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
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; 6:37
“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
Giving medication or treatment to students – 6:9
   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 – 6:36; Appendix E
Jury duty – 10:2.3
Just cause (reduction in pay) – 6:4
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; 13:1.1-13.4
building liaison process – 13:1.1; 13:3, 13:4
committee makeup – 13:1
Lifting 50 pounds or more – 6:22
Longevity bonus – 14:4
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
Paras used as substitutes – 6:18; 6:18.1
“Paraprofessional(s)” definition – 2:1
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
Reassignment definition – 9:4.1
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; 14:4-14:6; 14:8; Appendix A
  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
  inlelement weather – 6:5
  longevity bonus – 14:4
  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
  salary schedule – Appendix A
  timeliness of extra duty pay – 6:30
  two or more paras used as substitutes – 6:18.1
Seniority classifications – 8:2.2
Salary increases – 14:8
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
Storage space – 6:24
Strikes (workplace) – 12:1-12:3
Student information – 6:14; 6:34
Substituting for absent teachers – 6:18; 6:18.1
Supervisor – 2:2.3; 6:13
“Supervisor” definition – 2:2.3
Temporary – 6:39; 8:1
Timeliness of extra duty pay – 6:30
Trainers (para) – 15:7
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
    temporary assignments – 9:1; 9:2.1
  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
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
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