

**AGREEMENT**

**between the**

**CHRISTINA SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**and the**

**CHRISTINA PARAPROFESSIONAL ASSOCIATION  
DSEA/NEA**

**JULY 1, 2017 – JUNE 30, 2021**

## TABLE OF CONTENTS

<b>ARTICLE:</b>		<b>PAGE</b>
1	Recognition .....	3
2	Definitions.....	4
3	Association Security .....	5
4	Fair Practices.....	6
5	Rights of the Parties .....	7
6	Working Conditions.....	11
7	Appraisal and Personnel Records .....	17
8	Seniority, Layoff and Recall.....	20
9	Transfers.....	23
10	Leaves of Absence .....	27
11	Grievance Procedure .....	29
12	No Strike - No Lockout.....	33
13	Liaison Committee.....	34
14	Salaries and Employee Benefits .....	35
15	Staff Development and Educational Improvement .....	37
16	Miscellaneous.....	38
17	Duration of Agreement .....	39
 <b>APPENDICES:</b>		
A	Local Salary Schedule.....	41
B	Grievance Form .....	42
C	Paraprofessional Performance Report .....	43
D	Guidelines: Pay for Residential Staff During Holidays .....	44
E	Job Descriptions.....	45
F	Leaves of Absence (Delaware Code) .....	50

## AGREEMENT

This Agreement was entered into this 1st day of July, 2017, 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 All employees in the collective bargaining unit for more than thirty days who are not, who do not become, or do not remain members shall, during any such period of non-membership, pay to the Association a service fee.

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.

3:2 DEDUCTION OF ASSOCIATION DUES OR SERVICE FEES

3:2.1 The employer agrees to deduct a service fee from applicable employees according to State and Federal laws. The biweekly deduction and its transmittal shall be made to the designee of the Association consistent with current practice and State payroll procedures.

3:2.2 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 may 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 two years. Such leaves shall be granted to not more than three District employees at any time. The leave holder(s) shall not 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 Human Resources in writing by April 1 of his/her desire to continue such leave. Upon his/her return he/she shall be assigned to the same or a similar position in the District for which he/she is qualified if available.



- 5:11 Nothing contained herein shall be construed to deny or restrict to any employee such rights as may be held under Delaware School Laws or other applicable law.
- 5:12.1 An employee who is required to appear before the Board or an agent thereof for disciplinary reasons (written reprimand, suspension, termination) which could adversely affect the employee's continued employment, salary, or any increments, shall be given prior written notice. The letter will contain the date(s) of the incident(s) and specific reason(s), such as "Professional Responsibilities related to \_\_\_\_\_ and to the incident(s) of \_\_\_\_\_". Any topic not included in the letter will not be covered at said meeting unless agreed to by the employee. If not agreed, it will be discussed at a later date after proper notice has been given. The parties agree that 48 hour meetings will not be scheduled the day before a holiday. An employee required to appear in this instance shall be entitled to have an Association Representative present during such meeting and any follow-up meeting that is held. With prior notice, an additional Association member may attend the meeting for training purposes or due to his/her area of expertise. The parties agree that 48-hour meetings may be postponed 24 hours in order for the employee to secure representation.
- 5:12.2 When an employee is requested to meet with an administrator and he/she at any time reasonably believes the meeting may result in disciplinary action the employee may have an Association representative present. Such representative must be available within a reasonable amount of time.
- 5:12.3 Sections 5:12.1 and 5:12.2 do not preclude informal discussion with an employee by a member of the administrative staff pertaining to the employee's performance at his/her work location with due regard to privacy.
- 5:13 The Christina School Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Delaware and of the United States and including, but without limiting the generality of the foregoing, the right:
- to exercise executive management and administrative control of the school system, its properties and facilities, and direct the work activities of its employees;
  - to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote, place, transfer, and assign all such employees; and

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Delaware and the Constitution and laws of the United States.

- 5:14 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Delaware School Laws or any other national, state, county, district, or local laws or regulations.

- 5:15 In a bonafide emergency affecting the health, safety, or welfare of the students of the District the Board or designee may take appropriate actions.
- 5:16 Suspension of an employee pending the disposition of charges by the Board of Education shall be with full pay and benefits unless the employee is arrested for a felony offense which constitutes grounds for termination, in which case the employee will be suspended without pay and benefits. If the said employee is exonerated, back wages will be reimbursed. Where an employee is suspended for disciplinary reasons and that suspension is not revoked through the grievance procedure, an amount of pay equal to the number of days of said suspension shall be deducted from said employee's pay. If the number of remaining pay periods permit, no more than one day's pay in any one pay period shall be deducted from the employee's pay. 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 paycheck of the employee. If suspension is subsequently revoked the District shall return any monies to the employees.
- 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 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.
- 6:2 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 busses, thus, releasing the paraprofessional at the end of the contracted work hours.
- 6:6 HEALTH AND SAFETY
- 6:6.1 The Board and the Association agree that effective means for the protection of employees, pupils, and property are essential to the smooth functioning of the School District. Employees shall report in writing (except in cases of an emergency) all unsanitary, unsafe or hazardous conditions to the administrator in charge who shall, as quickly as possible after investigation and evaluation, take appropriate action to remedy the condition. The administrator within three (3) working days shall provide in writing to the reporting employee(s) the action taken. If the problem is not resolved satisfactorily a grievance may be initiated at Level II, but the issue may not proceed to Arbitration.

- 6:6.2 Employees shall not be required to work under conditions determined to be unsanitary, unsafe or hazardous by the preceding procedure. Employees may request a transfer by writing the Human Resources Office and providing written reason and back-up information after taking appropriate action outlined in 6:6.1.
- 6:7 Paraprofessionals shall have the right to use staff/teacher lounges.
- 6:8 When a paraprofessional moves from one salary scale to another, their experience step will remain the same and their compensation will be adjusted accordingly.
- 6:9 An employee, other than those employees permitted by law, shall not be required to give medication nor medical treatment; however, in an emergency situation an employee is expected to act in a reasonable and prudent manner and shall be held harmless from liability by the Board unless the employee's acts or omissions amount to gross negligence or willful and wanton misconduct.
- 6:10 Any monitoring paraprofessional temporarily transferred by administrative action to an instructional paraprofessional position shall receive the higher rate of pay for the number of days actually worked as an instructional paraprofessional during that pay period.
- 6:11 If a paraprofessional so requests the administration will provide his/her with a safe and secure place for the counting of school monies such as the principal's office, the nurse's office, or other locked facility. No paraprofessional shall be required to transport school monies outside the building without an escort.
- 6:12 Employees shall immediately report cases of injury suffered by them in connection with their employment to their principal or other immediate supervisor. In the case of the employee who remains at work, he/she must complete an official incident report in collaboration with the school nurse, when available, on the day of the incident. Principals shall report all cases of assault suffered by an employee in connection with his/her employment to the appropriate administrative authorities. The Superintendent shall establish a procedure to promptly inform the Association President of such cases.
- 6:13 Instructional paraprofessionals shall be under the direction of the classroom teacher(s) during the time the instructional paraprofessional(s) is assigned to said teacher(s). The teacher(s) is expected to be present in the classroom except in emergencies or at instructionally-related activities outside of the classroom. However, it is understood by the parties that both the teacher(s) and the instructional paraprofessional(s) shall be under the supervision of the building administrator.
- 6:14 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 72 hours in advance of such change; however, in the event of an emergency the employee(s) shall report as requested without regard to the aforementioned 72 hours 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 work day of six (6) hours or more employees shall receive two (2) fifteen minute breaks which will be scheduled on a reasonable basis by mutual agreement between para and professional staff with approval of their administrator. Employees scheduled to work four (4) or more continuous hours but less than six (6) daily shall receive one (1) fifteen minute break as scheduled with mutual agreement between para and professional staff with approval of their administrator.
- 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 \$12.40 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. Paras should communicate concerns to the assigned teacher, worksite coordinator or assigned administrator.
- 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.
- 6:30 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. In the event meetings total over 75 consecutive minutes in one day, the para shall be paid \$12.40 per hour in addition to his/her regular pay for the period of time covering the class. The employee would not receive additional compensation during lunch. The employee would not receive additional compensation for the teacher's planning period unless authorized and approved by the supervising administrator. In the event extenuating circumstances occur and the paraprofessional is unable to have a duty-free lunch and/or take their breaks, the paraprofessional will receive the stipend for this time as well with prior approval by the supervising administrator.
- 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 1<sup>st</sup>. 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 on a permanent contract is rated less than satisfactory, the employee shall be notified that a meeting to develop an improvement plan shall be held within ten (10) days. The employee will be told that he/she has a right to have an Association representative present at the meeting. The improvement plan shall include a timeline for completion. When the improvement plan has been satisfactorily completed a letter stating such will be placed in the personnel file of the employee.

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

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

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

current as of the ratification of this agreement appears in Appendix C.

## 7:2 PERSONNEL RECORDS

- 7:2.1 Employees' personnel files will be maintained by Human Resources. 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. However information gathered for the current proceeding may be used.
- 7:2.2 Employees' shall also have the right, upon reasonable request, to be given an appointment to review the contents of the District personnel file pertaining to the employee, except for material considered to be confidential. Confidential materials shall be defined as placement papers, transcripts, references, interview records, and similar materials gathered in connection with the employee's application for a position in the District.
- 7:2.3 The personnel file shall not be taken from the office by the employee and shall be examined in the presence of the Human Resources Administrator or his/her designee. The employee may have an Association representative present while reviewing their employee file. Employees may receive copies without charge of up to ten (10) pages of non-confidential documents filed in the personnel file.
- 7:2.4 Any material regarding an employee's performance which an employee either has not signed or been given the opportunity to sign shall not be placed in the employee's file.
- 7:2.5 Should an employee refuse to sign such material a representative of the District and a representative of the Association shall sign as a witness to that fact and the material shall be placed in the file, the absence of the employee's signature notwithstanding.
- 7:2.6 The employee shall have the right to answer any material filed within ten (10) calendar days upon receipt of the material and the answer shall be attached to the file copy.
- 7:2.7 An employee may request in writing to the Human Resources Administrator that material he/she deems unfavorable contained in the personnel file be removed. If the request is approved such documents and all directly related documents shall be removed. The employee shall be advised in writing of the disposition of his/her request.

- 7:2.8 Anyone who reviews the District file on an employee other than employees of the Human Resources Office shall do so in a manner prescribed by administrative regulations. An individual authorized by such regulations to review the file shall indicate such action by affixing his/her name and date of such review.
- 7:2.9 Copies of commendations issued to employees by the Board or administrative personnel shall be placed in the District's employee file. Employees may request additional items of recognition be placed in the District's file on the employee at the discretion of the District.
- 7:3 Investigation files will be maintained by the District for the purpose of keeping documentation that a complaint or allegation of any misconduct with a student was investigated. In situations where allegations were unsubstantiated, memos of summary will be kept in these files instead of personnel files.

ARTICLE 8  
SENIORITY, LAYOFF, AND RECALL

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

8:2 SENIORITY LIST

8:2.1 Human Resources shall annually publish a list of all employees by field of major current assignment in seniority order. The seniority list will be reviewed with the Association prior to publication. This list shall be posted in each building by February 15 of each year. Employees who wish to appeal their placement on this list must do so in writing to Human Resources before March 1 of the year the list is published. A final list shall be posted by March 31 of each year. An employee's failure to question prior to March 1 his/her placement on the first posted list will preclude the assertion of incorrect placement in challenging any subsequent actions having to do with seniority. Once an appeal has been adjudicated no further appeals for the same reason will be honored.

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

Autism – Instructional  
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.

8:7 Refusal of an employee to accept the position within twenty-four (24) hours of direct telephone contact or seventy-two (72) hours of the postmarked date on the certified notice and then to report to work within ten (10) days of that acceptance or at such later time as is determined by the Administration, will relieve the Board of further obligation to offer re-employment. 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 on a temporary contract or reported time 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 within three (3) days of the closing of the application period. Within three (3) days of the placement period, Human Resources will give the Association President a list of the known transfers granted. 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 1<sup>st</sup> to be considered for a vacancy.

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

- 9:3 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. The 1:1 job responsibility will be based on the student's IEP.

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 with input from school administration 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 and 9:9.4.

#### 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 website. 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 website a list of known vacancies which may occur for the following school year. Postings will be updated as needed during the posting period.

#### 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.
- 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 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.
- 10:2.5 Absences which are fully paid as a result of charging accrued sick leave days shall not be considered a leave of absence and employees returning from such an absence will return to the same position as when the absence occurred. When an employee returns from an approved leave during which time he/she was on unpaid status the employee shall be assigned to the same category he/she held prior to taking that leave.

- 10:3 Employees on unpaid leaves of absence shall be able to continue to participate in Board-sponsored group benefit programs at their own expense provided the company providing such benefits agrees.
- 10:4 Unpaid leaves of absence shall not constitute a break in continuous service.
- 10:5 It is the employee's responsibility to report inability to be on duty in the manner prescribed by Human Resources. In no event shall an employee be required or allowed to obtain his/her substitute.
- 10:6 A physician's statement certifying the medical justification for an employee's absence will not normally be requested for less than three days consecutive absence; however, upon reasonable suspicion or should there be an attendance pattern which appears to warrant it an employee shall be notified in writing that a physician's certificate will be required for all future absences that are to be charged to sick leave or result in the employee being in deduct status. This certificate requirement will be reviewed each six months following such notification.
- 10:7 Educational leave without pay up to one year may be granted to paraprofessionals who are enrolled in an accredited college or university or in an accredited school seeking a degree in a field that would allow employment in a PreK-12 educational placement.
- 10:8 In addition to State-provided personal leave, the District will provide that when an employee is required to attend a legal proceeding as a party or is subpoenaed as a witness such absence shall not be charged against sick leave if:
- (a) the legal proceeding is related to school matters and the employee's presence as a party or witness is not caused by any fault or misconduct on the part of the employee as determined by the outcome of this proceeding; or
  - (b) The legal proceeding involved a matter of public interest as distinguished from private dispute and the appearance of the employee as a witness in said proceeding may properly be considered to be the discharge of a civic responsibility.

ARTICLE 11  
GRIEVANCE PROCEDURE

11:1 DEFINITION

- 11:1.1 A grievance shall be defined as a written claim by an employee that the terms of this Agreement, official written policy of the Board of Education, or written administrative rules and regulations relating to salaries, employee benefits, and/or working conditions have been violated, misinterpreted, or misapplied resulting in the abridgment of rights granted to the employee by such documents. A grievance may also be defined as a written claim by the Association that the terms of this Agreement, official written policy of the Board of Education, or written administrative rules and regulations relating to salaries, employee benefits, and/or working conditions have been violated, misinterpreted, or misapplied resulting in the abridgment of rights granted to the Association by such documents.
- 11:1.2 A grievant is the person, persons, or organization who files a grievance as provided for under this Agreement.
- 11:1.3 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).
- 11:1.4 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, the Board policy, or the administrative rules and regulations alleged to have been violated. The employee shall forward the grievance to his/her immediate supervisor within fifteen (15) days. The supervisor will communicate the decision within fifteen (15) days of the written grievance.

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

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

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

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

#### 11:5 SUBMISSION TO ARBITRATION

11:5.1 If the grievance is not satisfactorily resolve at Step 3 herein and if the grievance

pertains to a violation of a specific provision(s) of this Agreement between the Board and the Association, the Association shall advise the Superintendent of its desire to proceed to arbitration within fourteen (14) calendar days of the decision at Step 3.

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

- (a) a matter where a specific method of remedy or appeal is prescribed by law;
- (b) any rule or regulation of the State Department of Education; however, failure to equitably apply such rules or regulations may be arbitrable;
- (c) any matter which according to law is either beyond the scope of Board authority or which the Board may not delegate;
- (d) dismissal of a probationary employee.
- (e) safety issues (as specified in Section 6:6.2).

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

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

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

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

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

## 11:6 ARBITRATION PROCEDURE

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

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

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

#### 11:7 COST OF ARBITRATION

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

#### 11:8 MISCELLANEOUS

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

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

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

11:8.4 Where grievance proceedings are mutually scheduled by the parties during work time, persons 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.

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

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

11:8.7 A form for filing grievances shall be prepared jointly by the Association and the Administration, reproduced by the Administration, and distributed to the Association so as to facilitate operation of the grievance procedure. Such form shall be attached as Appendix B of this Agreement.

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



ARTICLE 12  
NO STRIKE - NO LOCKOUT

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

ARTICLE 13  
LIAISON COMMITTEE

- 13:1 A liaison committee composed of up to three (3) representatives named by the Association and up to three (3) administrators named by the Superintendent or his/her designee will meet, normally on a monthly basis, during the year to review and discuss what it believes to be contractual concerns as well as concerns given to it by paraprofessional employees of the District. If the parties cannot agree on an issue, the Superintendent or his/her designee may be requested to attend to discuss the issue. When it is mutually agreed that meetings will be held during the work day, released time will be provided.
- 13:2 An issue(s) originating in a building shall be discussed with the appropriate principal by the employee or an Association representative before the issue(s) is discussed by the Liaison Committee.
- 13:3 Informal meetings of administrator(s) and paraprofessional(s) within a building may be held on an as-needed basis to discuss concerns that may arise within the building.
- 13:4 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.
- 13:5 The Liaison Committee shall not consider matters which are more properly subjects for the grievance procedure as outlined in Article 11.

ARTICLE 14  
SALARIES AND EMPLOYEE BENEFITS

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

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

14:2 Direct Deposit - Employees 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 14:3.1 for use toward health insurance and one-half of the Board stipend in Section 14:3.2 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 14:3.1 for use toward health insurance and one-fourth of the Board stipend in Section 14:3.2 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  
Association service fee

Tax sheltered annuities  
Deferred Compensation  
United Way  
State life insurance  
Savings Bonds  
Delaflex

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

**Salary Increase Reflected in Appendix A**

- 2017-2018 \$150 lump sum payment, not to be included in the scale, for full year employees who are active on the date of ratification
- 2018-2019 Step 1-\$500  
Step 1 and beyond-\$175
- 2019-2020 Step 1-\$500  
Step 1 and beyond-\$150
- 2020-2021 Step 1-\$500  
Step 1 and beyond-\$175

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 17  
DURATION OF AGREEMENT

- 17:1 This Agreement shall be in effect as of July 1, 2017 and shall continue in effect until June 30, 2021 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, 2021 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, 2021.

CHRISTINA PARAPROFESSIONAL ASSOCIATION, DSEA/NEA

By: Melissa Ozon  
President

Attest: Kyle D. Lynch  
Chairperson, Negotiations Committee

CHRISTINA BOARD OF EDUCATION

By: Greg E. Evans  
President

By: M. Polunin  
Vice-President

Attest: Richard Begg  
Executive Secretary

## APPENDICES



**APPENDIX A**

**Christina School District  
Monitoring & Instructional Aides Salary Schedule**

<b>Pay Step</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
1	\$668	\$1,343	\$1,993	\$2,668
2	\$3,614	\$3,789	\$3,939	\$4,114
3	\$3,648	\$3,823	\$3,973	\$4,148
4	\$3,681	\$3,856	\$4,006	\$4,181
5	\$3,715	\$3,890	\$4,040	\$4,215
6	\$3,748	\$3,923	\$4,073	\$4,248
7	\$4,117	\$4,292	\$4,442	\$4,617
8	\$4,150	\$4,325	\$4,475	\$4,650
9	\$4,184	\$4,359	\$4,509	\$4,684
10	\$4,217	\$4,392	\$4,542	\$4,717
11	\$4,250	\$4,425	\$4,575	\$4,750
12	\$4,621	\$4,796	\$4,946	\$5,121
13	\$4,653	\$4,828	\$4,978	\$5,153
14	\$4,687	\$4,862	\$5,012	\$5,187
15	\$5,007	\$5,182	\$5,332	\$5,507
16	\$5,041	\$5,216	\$5,366	\$5,541
17	\$5,492	\$5,667	\$5,817	\$5,992
18	\$5,525	\$5,700	\$5,850	\$6,025
19	\$5,558	\$5,733	\$5,883	\$6,058
20	\$5,593	\$5,768	\$5,918	\$6,093
21	\$5,627	\$5,802	\$5,952	\$6,127
22	\$6,052	\$6,227	\$6,377	\$6,552
23	\$6,052	\$6,227	\$6,377	\$6,552
24	\$6,087	\$6,262	\$6,412	\$6,587
25	\$6,231	\$6,406	\$6,556	\$6,731
26	\$6,231	\$6,406	\$6,556	\$6,731
27	\$6,483	\$6,658	\$6,808	\$6,983

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

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

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

APPENDIX B

GRIEVANCE FORM - LEVEL I

(Must be submitted within ten days of alleged violation)

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

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

Remedy sought: \_\_\_\_\_

Grievant's signature: \_\_\_\_\_
Date: \_\_\_\_\_
\* \* \* \* \*

Date Received: \_\_\_\_\_ Principal/Supervisor's
Decision \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

GRIEVANCE APPEAL - LEVEL II

(Must be submitted within five days of date of previous decision)

Grievant's signature: \_\_\_\_\_
Date: \_\_\_\_\_
\* \* \* \* \*

Date Received: \_\_\_\_\_
Administrator's Decision: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Administrator's Signature: \_\_\_\_\_
Date: \_\_\_\_\_

GRIEVANCE APPEAL - LEVEL III

(Must be submitted within seven days of the date of previous decision)

Grievant's signature \_\_\_\_\_
Date: \_\_\_\_\_
Union President's signature \_\_\_\_\_
Date: \_\_\_\_\_

\* \* \* \* \*
Date Received: \_\_\_\_\_
Administrator's decision: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Administrator's signature: \_\_\_\_\_
Date: \_\_\_\_\_

APPENDIX C

PARAPROFESSIONAL PERFORMANCE REPORT

- Probationary
- Annual
- Special

NAME: \_\_\_\_\_

DATE OF REPORT: \_\_\_\_\_

TITLE: Paraprofessional

WORK LOCATION: \_\_\_\_\_

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

---

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

Evaluator’s Comments optional:

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

\_\_\_\_\_  
Signature of Evaluator Title Date

\_\_\_\_\_  
Employee’s Signature Date

## APPENDIX D

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

Residential staff are obligated to work the same proportion of hours as school based staff in a given week (e.g., 37.5 hours) during the contracted school year. Any hours beyond these contracted hours are considered to be extra shifts, and will be paid by submitting a through the district approved electronic system 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 aide)
- ❖ 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.

## Instructional Paraprofessional JOB DESCRIPTION

**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 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**

### 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.