

**COLLABORATIVE AGREEMENT**  
between the  
**COLONIAL SCHOOL DISTRICT**  
**Board of Education**  
and the  
**COLONIAL PARAPROFESSIONAL ASSOCIATION**  
**DSEA/NEA**

**August 1, 2017 through July 31, 2020**

# PARAPROFESSIONAL CONTRACT

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## **PREAMBLE**

This Agreement is made by and between the Colonial Paraprofessional Association, hereinafter called the *Association*, and the Colonial School District, hereinafter called the *District*; entered into this the 29th day of March and shall be in effect as August 1, 2017, and shall continue in effect until July 31, 2020.

## **ARTICLE 1**

### **RECOGNITION**

1:1 The District hereby recognizes the Association, DSEA/NEA as the exclusive collective bargaining representative of all paraeducators duly certified by the Delaware Public Employee Relations Board in those employment matters allowable under Title 14, Chapter 40, of the Delaware Code. This includes all paraeducators with respect to matters covering wages, salaries, hours, and terms and conditions of employment.

If, during the duration of this Agreement, the District considers the addition of employees other than certificated professionals to work with students in cafeterias, hall, playgrounds, or other school settings, a discussion shall be held with the Association concerning whether the placement in this bargaining unit is appropriate and, if it is deemed appropriate, the classification of such employees.

#### 1:2 **Definitions**

1:2.1 *Association* as used in this Agreement shall mean the Colonial Paraprofessional Association.

1:2.2 *District* as used in this Agreement shall mean the Colonial School District and/or its representatives.

1:2.3 *Employee* as used in the Agreement shall mean any person employed in a position within the bargain unit as certified by the Delaware Public Employee Relations Board.

1:2.4 *Board* as used in this Agreement shall mean the Colonial School Board and/or its representatives.

1:2.5 *School days* as used in this Agreement shall mean those days on which employees are scheduled to report for work as designated by the official District calendar.

1:2.6 *Work days* as used in this Agreement shall mean those days on which the Colonial School District offices are open.

1:2.7 *Substitute* as used in this Agreement shall mean any individual assigned to provide relief for an employee absent from work for whatever reason.

1:2.8 *Emergency* as used in this Agreement shall mean an unforeseen combination of circumstances or the resulting state that calls for immediate action, a sudden unexpected happening, a sudden or unexpected occasion for action, or a pressing necessity – any of which may apply to decisions affecting both District and employee.

- 1:2.9 *School* as used in this Agreement shall mean any of the buildings maintained, contracted, or serviced by administrative management or obligation.
- 1:2.10 *Work Site* as used in this Agreement shall mean any area or space approved for use by the District for training and education of students in a non-school setting.
- 1:2.11 *Principal* as used in this Agreement shall mean the responsible administrative head of the school.
- 1:2.12 *Bargaining Unit* as used in this Agreement shall mean that group of employees proper to and covered by this Agreement.
- 1:2.13 *Immediate Supervisor* as used in this Agreement shall mean the building principal, except in those situations in which the person responsible for the employee's work performance is a different person in the supervisory chain of command. In all instances, however, the immediate supervisor shall mean a District administrator.
- 1:2.14 *September 1* as used in this Agreement means the beginning of the paraeducator work year, regardless of the actual month or day on which school starts.
- 1:2.15 *Special Schools* as used in this Agreement means the John G. Leach School, Wallace Wallin, integration sites, and any other site designated by the District at which such students traditionally served in these programs receive services.
- 1:2.16 Paraeducator as used in this Agreement shall mean paraprofessional and be considered gender neutral.
- 1:2.17 Temporary Contract as used in this Agreement shall refer to temporary employment as a limited duration agreement with a paraeducator with an end date of June 30 of the same school year.

## ARTICLE 2

### ASSOCIATION FEES

- 2:1 All employees in the collective bargaining unit for more than thirty (30) days who are not, who do not become, or do not remain members of the Association shall, during any such period of non-membership, pay to the Association a service fee equivalent to the dues uniformly required of its members as a condition of employment.
- 2:2 The District agrees to deduct the membership dues or service fees from the earned wages of each employee covered by this Agreement. On or before the first (1<sup>st</sup>) of each month, the Association shall deliver to the District additional executed authorization forms under which membership dues or service fee deductions shall be made from the payroll. Such deductions for dues or service fees are to be transmitted each month by the District, with a list of those from whom such deductions have been made, to the Delaware State Education Association not later than the tenth (10<sup>th</sup>) of the following month. The Association shall notify the District thirty (30) days prior to any change in dues or fees.

The District agrees to expedite the processing of dues or agency fees within a reasonable period of time.

Service fees, for this Article, shall be determined by the Association.

2:3 The Board agrees to provide payroll deductions of membership dues for the Delaware State Education Association and the National Education Association and to transmit promptly these monies to the Delaware State Education Association according to established procedures of the Delaware State Association, the Delaware State Treasurer, and the laws of the State of Delaware.

2:4 Any action taken by the Association to collect a representation fee from those bargaining unit members who do not authorize payroll deductions or who otherwise refuse to pay the representation fee is understood to be an Association action and not on behalf of the District.

2:5 Each employee who on the effective date of this Agreement is a member of the Association and each employee who becomes a member after that date shall maintain his/her membership in the Association, provided that such employee may resign from the Association during each calendar period August 15 through August 31. Request must be made in writing to the Association.

2:6 **Deduction from Salary**

The District shall provide payroll deductions for, but not limited to:

- Local Affiliate Unified Membership Dues
- Tax Sheltered Annuities
- United Way
- State Life Insurance
- Savings Bonds
- Credit Unions
- Employee Benefit Programs

2:7 Deductions beyond those stipulated above shall be pursuant to law or at the discretion of the District in collaboration with the Association.

2:8 If, for any reason, except those approved by the Association in writing, an employee's service (employment status) as a member of this bargaining unit is terminated, the District shall deduct any and all monies owed the Association under the continuous payroll deduction authorization form for the remainder of the school year from the employee's last paycheck and promptly transmit same to the Association. Exempted from this section are employees who are transferred or promoted such that they move from a bargaining unit position to a position outside this bargaining unit. These employees shall only be liable for the accelerated payment of dues through the end of the semester in which they transferred outside of the bargaining unit.

2:9 The Association shall indemnify and hold the District 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 District for the purpose of complying with any of the provisions of this article.

### ARTICLE 3

#### COLLABORATIVE PROBLEM SOLVING/GRIEVANCE PROCEDURE

3:1 The purpose of this article is to specify a process with which to resolve problems which arise in the application and interpretation of the contract or problems which arise out of the Agreement. Both parties are committed to the concept of collaborative problem solving. They agree that solutions should be sought at the lowest possible level, that such proceedings shall be kept as informal as may be appropriate, and that all shall respect the confidentiality of the situation.

When concerns arise on the part of either party at the District or work site level, the parties agree to meet at a mutually convenient time to discuss and solve the problem.

#### 3:2 Definitions

3:2.1 A *grievance* shall be defined as a written claim by an employee or the Association that the terms of this Agreement, official written policy of the Board of Education, or written administration rules and regulations relating to salaries, employee benefits and/or working conditions have been violated, misinterpreted, or misapplied resulting in the abridgement of rights granted to the employee by such documents or by the Association that its rights under this Agreement have been violated, except as redirected in Section 3:6.6.

3:2.2 *Grievant* as used in this Agreement is the employee or group of employees or the Association filing a grievance as provided for under this Agreement. Where the claim is that (1) a right granted to the Association is denied, or (2) the claim denies rights granted under this contract to a group of employees, the Association may file a grievance. If the grievance filed by the Association alleges a denial to a group of employees, the Association must identify the specific category of employees affected or identify the employees by name that are so affected.

3:2.3 *Days* as used in this procedure shall refer to school days, except when a grievance is submitted after May 1 but before the start of the next school year in September, in which event the *days* shall be defined as workdays.

#### 3:3 LEVEL I

3:3.1 The employee may set forth the grievance on a written form which shall be available at the employee's work location. The written grievance must be filed with the immediate supervisor with ten (10) days starting the following day after the contract infraction.

3:3.1 The appropriate supervisor shall respond in writing to the grievant with a copy to the Association within ten (10) days after receipt of the written grievance. The supervisor shall hold a hearing to discuss the grievance in its written form, unless the parties mutually agree that such hearing is unnecessary; however, both hearing and response are still required within the ten (10)-day period, unless extended by mutual agreement.

3:3.3 Although the immediate supervisor of the employee shall normally be the one to respond at Level I, if the situation warrants, the Level I grievance may be taken to a supervisor at the District office level.

#### 3:4 **LEVEL II**

3:4.1 If the immediate supervisor's response at Level I is not acceptable, the grievant may, no later than five (5) days after receipt of the immediate supervisor's decision, appeal the matter to the grievant's appropriate director or next level administrator.

3:4.2 The appeal shall set forth the basis for the grievant's continued dissatisfaction.

3:4.3 The appeal shall be heard by the appropriate administrator at a scheduled meeting within ten (10) days after receipt of the appeal. The administrator shall provide the decision in writing to the grievant within five (5) days of the conclusion of the Level II meeting. The decision shall address the section alleged to have been violated and the evidence available.

#### 3:5 **LEVEL III**

3:5.1 Following the response at Level II, the grievant may, not later than five (5) days after receipt of the written decision at Level II, appeal the matter to the Superintendent or designee. The appeal shall set forth the reason(s) for the grievant's continued dissatisfaction.

3:5.2 The Superintendent or designee shall hear the grievance within ten (10) days after receiving the grievance.

3:5.3 The decision of the Superintendent or designee shall be rendered within five (5) days after conclusion of the meeting(s) on the matter. The decision shall address the section alleged to have been violated and the evidence available. The Level III decision shall contain rationale and documentation which supports the decision.

#### 3:6 **LEVEL IV**

3:6.1 Mediation should be used before arbitration and the use of the Federal Mediation Conciliation Service should be the entity used if available.

3:6.2 The decision of the Superintendent or designee shall finally determine the matter unless the Association, within fifteen (15) days after receipt of the Superintendent's decision, notifies the Superintendent of its intent to proceed to grievance mediation. A joint request, which shall state in reasonable detail the nature of the dispute, shall be made to the Federal Mediation and Conciliation Service (FMCS) for a mediator. The rules and procedures of the FMCS shall then bind the parties for the appointment and conduct of the session. The mediator shall hold a hearing promptly and shall work with both parties to resolve the dispute.

**3:7 LEVEL V – ARBITRATION**

- 3:7.1 If the dispute is not resolved through the grievance mediation process, the Association may submit an Arbitration Demand to the Public Employment Relations Board. The Demand shall certify a copy of the Demand was sent to the Superintendent. The Demand must be postmarked no later than fifteen (15) days after the Level IV decision.
- 3:7.2 Section 4013(c) of Title 14 of the Delaware Code shall control the arbitration proceeding. A copy of the current language of Section 4013(c) is attached as Appendix D. The parties agree that termination of non-probationary employees is subject to binding arbitration.
- 3:7.3 The arbitrator's decision shall be final and binding on both the District and the Association. The arbitrator's decision shall not amend, modify, nullify, add to or subtract from the provisions of this Agreement and must be based solely and only upon the meaning or application of this Agreement.

**3:8 Miscellaneous**

- 3:8.1 Grievants may be represented at a Level I grievance procedure by themselves or, at their option, by a representative. However, in no case, shall an employee be represented by an employee organization other than the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at Levels I, II, and III of the grievance procedure. The employee's choice to be represented or not to be represented at any level does not prohibit a different choice at a subsequent level.
- 3:8.2 All documents, communications, and records dealing with the process of a grievance shall be filed in a separate grievance file. However, all documents, communications, and records normally kept in the employee's personnel file shall be retained in the personnel file. The grievance form shall not be kept in the personnel file.
- 3:8.3 It is understood that employees shall continue to observe all assignments and applicable rules and regulations of the District until such grievance is fully resolved.
- 3:8.4 Forms for filing grievances shall be prepared or amended jointly by the District and the Association.
- 3:8.5 Hearings at any level of this procedure may be waived by mutual agreement of the parties. Time limits may be extended by mutual agreement.
- 3:8.6 If, in the judgment of the Association, a grievance affects more than one employee, the Association may submit such grievance in writing to the Superintendent's Office which shall inform the Association as to the person and level at which the grievance shall be heard. If the Superintendent's Office does not respond within twenty-four (24) hours, the grievance shall be filed at Level III. The grievance shall identify the names of employees affected. One or more of the grievants shall be present at any and all hearings at which their presence is necessary.



- 3:8.7 Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall constitute authority for the employee or the Association to proceed to the next level. Failure by the employee or the Association to proceed to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- 3:8.8 It is understood that all written documents submitted at each step in the procedure shall be attached to the original grievance and shall be available at such subsequent hearings until the grievance is resolved.
- 3:8.9 No reprisals of any kind shall be taken by the District or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participants in the grievance procedure by reason of such participation.

## **ARTICLE 4**

### **RIGHTS OF THE PARTIES**

- 4:1 The District agrees to make available to the Association, upon reasonable request, all informal reports and budgets which are available to the public and shall, upon reasonable written request, make available to the Association other statistics, information, and records necessary for negotiations. Privacy of employees shall be protected where necessary.
- 4:2 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.
- 4:3 The Association may use school office and District interoffice mail system for the dissemination of notices, circulars, or other similar materials pertaining to Association business. A copy of material being disseminated shall be left with the building administrator or District office administrator.
- 4:4 A copy of current Board policy, policy amendments, and Board minutes (agendas) shall be mailed to the President of the Association as soon as they are available to the public. The Association may also, if it desires, pick up copies of materials cited above at the appropriate District office as soon as they are made available.
- 4:5 The Association's representative may speak to employees during regularly scheduled meetings as designated by the building principal or administrative supervisor in charge. Location on the agenda shall be confirmed after the Association representative has consulted with the administrator or supervisor.
- 4:6 Representatives of the State and National Association shall be permitted to transact official Association business on school property at reasonable times. Such transactions should not interfere with or disrupt employee performance and responsibility or assigned duties. Such representatives shall report to the office to make their presence known either by announcing their presence or by signing in.

- 4:7 Whenever by mutual agreement of the parties any representatives of the Association participate during working hours in negotiations, they shall suffer no loss in pay nor shall they be required to make up the time lost.
- 4:8 Before adoption of the District calendar, the proposed calendar(s) shall be shared with the Association; and they shall be given opportunity for input. Paraeducator days shall be listed on the District calendar, including but not limited to paraeducator start and ending day and professional development day(s).
- 4:9 In planning for shared decision making at the school and District levels, the Association shall be represented.
- 4:10 Except as otherwise limited by this Agreement, the Colonial Board of Education 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 following rights;
- 1) To exercise executive management, administrative control of the school system, including paraeducator employees, the direction of their work activities, and the establishment of District policy governing such work.
  - 2) To hire all employees and, subject to the provisions of law, to determine their qualifications; the conditions of their continued employment; their hours of employment; their dismissal for cause (except for probationary employees); and to promote, place, transfer and assign all such employees.
- 4:11 Upon request, the District shall provide the Association with a computer printout of employees covered by this bargaining unit. Updated printouts may also be requested by the Association.
- 4:12 The Association shall have the right to use office, technology, and A-V equipment in Colonial District buildings as designated by the principal when such equipment is not otherwise being used. The Association shall pay for the cost of materials and supplies. The Association also agrees that it shall pay for the repair or replacement of equipment damaged during such use.
- 4:13 The District agrees to provide the Association with a copy of this Agreement for each paraeducator. The Association shall be provided with fifty (50) additional copies. Copies of this Agreement shall be printed at the expense of the District.
- 4:14 In a bona fide emergency affecting the health, safety, or welfare of students or employees in the District, the Board or designee may take appropriate actions.
- 4:15 The District agrees to provide each newly hired employee through the Division of Human Resources with the following documents and information at the time he/she is hired:

- Job Description and current evaluation form
- Contract Agreement
- Work location
- Scheduled hours
- Scheduled number of days
- Supervisor's name and contact number
- Salary Step (state and local)

(A form shall be developed for this purpose with copies to be sent to the immediate supervisor and the Association.) Handout prepared by the Colonial Paraeducator Association related to dues and agency fees.

- 4:16 The District shall provide professional time on an as-needed basis for Association representative(s) to work collaboratively on mutually beneficial tasks and assignments.
- 4:17 The District will allow the President of the Association or persons designated by the President ten (10) 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. The primary focus of such days shall be items of concern to the local Association. Additional days may be considered with the prior approval of the Superintendent or designee.
- 4:18 All schools will have at least one monthly meeting with representatives of the Colonial Paraeducator Association (CPA) and the school principal/designee. The purpose of this meeting is to discuss/resolve concerns and issues raised by members of CPA and/or the school's administration. If the designee cannot address an issue or concern, then the CPA School Liaison Committee will move the issue/concern to the principal for discussion and resolution. If the principal cannot resolve the issue, then the issues/concerns will be addressed by the CPA District Liaison Committee.

## **ARTICLE 5**

### **EMPLOYEE RIGHTS**

- 5:1 Employees in this bargaining unit have the right to organize, join, and support the Association and its affiliates for their professional or economic improvement. The District recognizes those organizational rights granted to employees of this bargaining unit under provisions of the Delaware Public Employee Relations Board.
- 5:2 The parties agree that their designated representatives shall not discriminate against, interfere with, restrain or coerce employees in the right to organize, join, or participate in Association activities.
- 5:3 Nothing contained herein shall be construed to deny or restrict to any employee or the District such right as may be held under Delaware School Laws or other applicable laws.

- 5:4 If an employee is required to appear before the Board or an agent thereof concerning a matter which could adversely affect his/her continued employment, salary, or any increments, he/she shall be given prior written notice at least two (2) workdays in advance with specific reasons for such meeting or interview and notice that an Association representative may attend at his/her request.
- Any topic not included in the letter shall not be covered at said meeting. An employee required to appear in this instance shall be entitled to have an Association representative of his/her choice present to advise and represent him/her during such meeting or interview. Such notice shall not be applicable to matters which, in the judgment of the immediate supervisor, require immediate investigation to protect the rights and interest of all parties concerned. During such investigation, an employee may exercise his/her Constitutional right to avoid self-incrimination and request representation. If, in the course of the investigation, it is determined that further action may be necessary, the two (2) work day written notification shall be in effect.
- 5:5 Suspension of an employee pending investigation and/or disposition of charges shall be with full pay and benefits.
- 5:6 In accordance with Delaware law In accordance with Delaware law, <http://delcode.delaware.gov/title14/c007/index.shtml>, each paraeducator may within the scope of his/her employee, use and apply such amount of force toward a student as is reasonable and necessary to quell a disturbance threatening immediate physical injury to her/himself and others or the destruction of property.
- 5:7 No employee shall be discharged, disciplined, reprimanded, or reduced in pay except for just cause. Any such action shall be conducted with due regard for privacy.
- 5:8 Nothing in this Agreement shall deny the District the right to contract or subcontract with any person, persons, organizations, or companies for services needed. Should such action be known to impact upon services normally provided by this bargaining unit resulting in loss of current positions, written notice shall be given to the Association six (6) months prior to bidding, except that loss of position through reduction in force or program or services deletion shall be governed by the provisions of Article X, Layoff and Recall. At the point at which the administration feels there is a need to contract out or subcontract, the Association shall be invited to participate in discussions.
- 5:9 No employee shall be disciplined or reprimanded in the presence of students, parents, or other staff members. Discussions that may lead to possible discipline should not be held in the presence of students, parents, or staff members not directly involved. This does not apply to the use of a third party as a witness to discussions held in private.
- 5:10 Paraeducators may leave school grounds during their duty-free lunch periods by signing in and out at the office, according to individual building procedures.

- 5:11 The District shall process case-by-case requests from paraeducators for reimbursement for personal property damaged or destroyed as a result of actions necessitated during the discharge of assigned duties. A form for requesting such reimbursements is in the Appendix. Such reimbursement shall generally be limited to clothing, watches, eyeglasses, and hearing aids. Repair or replacement of eyeglasses and hearing aids shall be reimbursed in full. Repair or replacement of clothing and watches shall be subject to a \$200 limit per item.
- 5:12 No employee shall be required to transport pupils in a District, school, or privately owned vehicle. No employee shall be required to administer medicine or perform nursing duties, except in an emergency. Nursing duties include, but are not limited to, tube feeding, catheterization, supervision of self-catheterization, and replacement of Thermovent-T's (tracheal filters).
- 5:13 Any complaints about an employee from parents, students, or other employees shall be investigated immediately and brought to the attention of the employee if there is a need to do so. Any complaint not brought to the attention of the employee shall not be used later in any action against the employee or in the employee's evaluation. Anonymous complaints shall not be placed in an employee's District personnel file.

## ARTICLE 6

### PERSONNEL RECORDS

- 6:1 Employees may, upon request, ask to review their personnel files. A designated time shall be established during which the Director of the Division of Human Resources or his/her designee shall review the material with the employee. Confidential material shall be defined as documents gathered in connection with the employee's application for employment and shall be excluded from such review. In any event, such review shall take place within four (4) working days, provided there shall not be an inordinate number of requests pending.
- 6:2 An employee may have a representative of the Association present during such review; however, the personnel file shall not be taken from the office by the employee and shall be examined in the presence of the Director of the Division of Human Resources or designee.
- 6:3 Employees may receive copies without charge of ten (10) individual pages of documents filed in the personnel file. Once an individual has received ten (10) total copies, individual or cumulative, he/she shall be billed for additional copies at the prevailing rate charged by the District.
- 6:5 Any evaluative document which an employee has not signed or been given the opportunity to sign shall not be placed in the employee's District personnel file or shall not be utilized in any proceeding against him/her. An employee's signature shall only indicate receipt of the document, and does not indicate agreement with the contents of the document.

- 6:6 The employee shall have the right to rebut in writing any material placed in the District personnel file and the rebuttal shall be attached to the file copy and any other distributed copies.
- 6:7 An employee shall be permitted to place in his/her District personnel file any documents (e.g., letters of commendation) that reflect favorably upon his/her work performance.
- 6:8 An employee may request in writing to the Director of Human Resources, that material he/she deems unfavorable contained in his/her personnel file be removed. The employee shall provide a rationale for the request. The employee shall be advised in writing of the disposition of his/her request and the rationale for the decision.
- 6:9 The District agrees to protect the confidentiality of the employee's personnel file. Only the Superintendent or designee, authorized persons in the Division of Human Resources and administrators who have a need to know shall review an employee's file.

## ARTICLE 7

### WORKING CONDITIONS

#### 7:1 Definitions

- 7:1.1 *Field trips* are excursions into the community for the purpose of providing students an opportunity to learn through observation. They are usually scheduled with an entire class or group. Field trip destinations are commonly museums, exhibitions, historic or other notable sites.
- 7:1.2 *Community training trips* are excursions into the community for the purpose of providing students practice in the skills of daily living. They are usually scheduled with a small group of students. Community training destinations are commonly stores, restaurants, or other places of business.

#### 7:2 Hours/Days of Work

- 7:2.1 The District shall establish hours of work for paraeducator employees based upon the need for such services. Prior to the beginning of the school year, employees shall be notified if there is to be a change in school starting times. The District reserves the right to reasonably modify starting and quitting times of employees.
- 7:2.2 The workday for paraeducators shall be 7½ hours as specified in state law. A thirty-minute (30) duty-free lunch period shall be scheduled within the 7½ hour day, normally between the hours of 10:30 a.m. and 1:00 p.m. Should the conditions in the District or the state change, the parties shall meet to renegotiate the effects of that change.
- 7:3.1 Scheduled professional development days shall also be 7½ hours in length.

- 7:2.4 The work year for paraeducators shall be one hundred eighty-five (185) days or equivalent hours in accordance with state law. If the work year is extended by the state, the salary scale shall be increased proportionally and a new scale shall be issued.
- 7:2.5 The normal scheduled workdays for all paraeducators shall be on the workdays Monday through Friday.
- 7:2.6 If the District requires an employee of the bargaining unit to work beyond the normally assigned hours, said employee shall be paid at the per diem hourly rate up to a 40-hour work week limit. Beyond that limitation, payment shall be at one and one-half (1½) the hourly rate. If such work encompasses responsibilities beyond those in the Collaborative Agreement, the work shall be voluntary.
- 7:2.7 Paraeducators who work a 7½ hour day shall receive two fifteen (15) minutes breaks each day. Such break time shall be scheduled by mutual agreement between the paraeducator and professional staff with the approval of the principal, but shall occur during the student day or during the time that students would normally be present.
- 7:2.8 In the event that the employee work day is canceled, employees shall be so notified through a variety of media outlets. Such notifications shall be made as soon as possible after the decision is made.
- 7:2.9 In the event that weather or similar circumstances causes school openings to be delayed, paraeducator employees shall be expected to arrive at work at the time equal to the announced delay.
- 7:2.10 When schools close early for inclement weather or other emergency conditions, paraeducators may leave at the time designated for certificated staff.
- 7:3 All paraeducators shall follow substitute calling/absentee notification procedures established by the District, school, or department.
- 7:3.1 The District shall provide substitutes for paraeducators.
- 7:4 Paraeducator positions in the special school's summer program shall be filled as follows:
  - a. Summer school opportunities and dates will be shared by December 15th. Positions will be posted internally and externally through the district's application system and posted online by February 1. Preference will be afforded to internal Paraeducators, without performance concerns, that have applied by February 15th. Eligible applicants will be considered and interviewed. Successful applicants will receive notification of assignment by March 15th for applications received by February 15th. Applications received after February 15th will be considered along with external candidates. Eligible applicants will be considered and interviewed. Successful applicants will receive notification of assignment within two weeks of the interview. After committing to the program, the paraeducators will not be permitted to change

summer program assignment without permission from the Director of Human Resources.

- b. If there are no qualified applicants for the position(s) after the steps above, paraeducators (as defined in 10.2) shall be assigned to the position(s) on a rotating basis with the least senior person assigned first. If the program includes two (2) sessions, paraeducators assigned to work through this process shall be required to work one session only with the most senior of the assigned employees being given the choice of sessions. Notification of such involuntary assignment shall be by May 1.

**7:5** Paraeducators perform the majority of their tasks in a setting in which a professional staff member is also present. Exceptions to this are emergency situations and the situations outlined below. In emergencies, it is expected that the administrator shall attempt to obtain a substitute, combine classes, or bring in another professional staff member whenever possible before calling on a paraeducator to supervise a class.

**7:5.1** When the professional staff member is scheduled to attend an IEP planning or IEP meeting, the District shall normally provide substitute coverage.

When emergency situations occur which might preclude professional presence in classroom settings, the District shall make every effort to secure substitute coverage. An emergency as used in this section shall be described as an unscheduled need for the professional staff member to leave the classroom. If no substitute can be secured, an effort shall be made to combine classes or the paraeducator may be asked to supervise the class.

**7:5.2** **Paraeducator Responsibilities in School-Based Instructional Situations**  
When groups of students are divided between teachers and paraeducators for instructional purposes, paraeducators may work without a professional staff member present for the purpose of reinforcing skills previously taught. Absence of the professional staff member in such instances shall be for purposes of providing alternative instruction. Such arrangements shall be made with consideration of the behavioral, physical, medical, and educational needs of the student(s). Paraeducators shall be given prior notice of such arrangements, detailed plans for the instructional program, and shall know the location of a professional to call upon in an emergency. The duration of such instruction shall be appropriate to the instructional objectives, but normally no longer than 45 minutes with a particular student or group of students.

**7:5.3** **Paraeducator Responsibilities in Community Situations**  
Paraeducators may supervise students in community settings without a professional staff member present for the purpose of reinforcing skills previously taught by professional staff members. Such supervision shall not involve more than two ambulatory or one non-ambulatory student. These students should only be those whose prior experience in community settings did not result in safety concerns.



#### 7:5.4 **Paraeducator Responsibilities as Job Monitors and Observers**

Generally, initial job training of students who are in workplace settings is done by professionals. Once students have been trained, the paraeducator monitors student performance, collects data as appropriate, and consults with professionals as needed. The number of students monitored is based on the types of students, job setting, and complexities of the job(s). Professionals are expected to visit the job sites and observe students regularly.

Prior to the beginning of the 2011-2012 school year and each school year thereafter, a group shall be convened to develop recommendations for a memorandum of agreement dealing specifically with paraeducators working in the Adult Integration Program. This group shall consist of the appropriate high school administrator, the Director of Student Services, other administrators as needed, teacher representatives, paraeducator representatives, and representation from the Colonial Paraeducator Association. The memorandum of agreement shall deal with the following issues as a minimum:

- Legal requirements for a duty-free lunch
- Adequate breaks for paraeducators
- Communication in emergencies
- Professional observation of students and paraeducators in the workplace
- Paraeducator/student supervisory ratios
- Handling of student money

#### 7:5.5 **Paraeducator Responsibilities on Field Trips**

Paraeducators may be assigned to accompany students with whom they work who are going on field trips with regular education classes. In those cases, the professional staff member in charge of the trip or class shall assume primary professional responsibility for the student(s). Planning for the trip should take into consideration the special needs and characteristics of the student(s) involved.

#### 7:5.6 **Paraeducator Responsibilities for Individualized IEP Support**

One paraeducator does not necessarily bear the sole responsibility for a student who requires individualized IEP support. The method of serving the student is based upon his/her needs. When working in a classroom with other paraeducators, all are to share the general workload. If a student served primarily by a single paraeducator is absent, the administrator or designee shall assign the paraeducator to other duties within the classroom or building.

#### 7:5.7 **Paraeducator Responsibilities during Lunch**

Should paraeducators be required to provide general coverage for lunchtime for professional staff, continued formal class instruction shall not be required. If student lunchtime is used for instruction, paraeducators shall work along with other staff members as in any instructional setting.

Paraeducators shall normally be responsible only for those students under their direct supervision, as assigned by the administration, during meal and recess periods.

#### 7:5.8 **Library Paraeducator Responsibilities**

Paraeducators employed in the library may work with students to assist them with research tasks without the presence of a librarian or teacher. Training specific to the assignment shall be provided to anyone employed in this capacity. The librarian shall be available for consultation and further assistance.

#### 7:5.9 **Paraeducator Responsibilities Related to the Leach Pool**

Paraeducators assigned to Leach School shall be expected to participate in the pool program with students as scheduled. Paraeducators shall be trained in pool safety, use of equipment, and working with students properly while in the pool. Short-term medical conditions which preclude pool participation may be accommodated. If a paraeducator develops a district-validated long-term medical condition which precludes pool participation, he or she shall be involuntarily transferred to the first available paraeducator opening in the district for the remainder of the school year. The paraeducator may utilize the transfer process as stated in 10:7.

7:5.10 Any specific concerns arising from this section shall be first discussed with the professional staff members. If discussion at this level does not resolve issues, they shall be brought to the attention of the building administrator, individually or through the liaison process, who may involve other professionals to help resolve the concern.

7:6 Paraeducators shall be required to attend staff meetings as necessary, subject to the guidelines below, unless additional time is required to meet the mandates of District or state initiatives. If the content of such meetings does not apply to paraeducators, they may be excused by the building administrator. Regardless of the length of time of the meeting, paraeducators are free to leave at the end of their normal work day. Administrators shall use other means to inform paraeducators of items discussed at the meeting. Agenda shall normally be provided.

7:7 In all cases where appropriate, newly hired or reassigned paraeducators shall be provided training by an appropriate person in the proper use of specialized equipment, processes, and procedures used to meet student needs. This includes equipment related to transportation, where applicable.

7:7.1 New hires will be required to attend the first available relevant orientation/training as scheduled throughout the year. Compensation for this time will be in accordance with Article 14.2 of this agreement.

7:8 Any paraeducator assigned to the room with students with individualized IEP support shall be given the opportunity to meet with the educational diagnostician, case manager, and/or teacher prior to starting the assignment to discuss the needs of the student with whom he/she is assigned to work.

7:9 Paraeducators cannot be required to provide homebound instruction.

7:10 As part of the instructional team, paraeducators should have the same access to student information as other professionals who work with the student. All information should be kept confidential in accordance with HIPAA and FERPA laws.

## **ARTICLE 8**

### **EMPLOYEE FACILITIES**

- 8:1 The District shall continue to provide an employee lounge area convenient for all employees. The lounge shall be equipped with a telephone for employee use.
- 8:2 The District shall provide restrooms for both male and female employees.
- 8:3 The District shall provide regular cleaning services for the lounge and restrooms.
- 8:4 An accessible communication system shall be provided so that employees can communicate quickly with the main office when appropriate.
- 8:5 Space shall be designated for the storage of coats and other personal articles, as appropriate. For paraeducators, the District shall supply individual locked storage for personal articles. Insofar as possible, such storage shall be provided in the paraeducator's central work location. Individual mailboxes shall be provided for all paraeducators.
- 8:6 The District shall provide appropriate equipment suitable for the work being done by employees. For paraeducators working within a classroom, an adult-sized chair and appropriate desk or other workspace shall be provided.
- 8:7 Paraeducators may use those dining areas designated for employees as provided in each school work location.

## **ARTICLE 9**

### **PROTECTION OF EMPLOYEES, PUPILS AND PROPERTY**

- 9:1 If an employee feels that an unsafe or unhealthy situation occurs, the employee shall immediately notify the appropriate supervisor or administrator in writing. The supervisor or administrator shall investigate the situation and communicate with the employee in writing. If the employee is dissatisfied, the employee may file a grievance.
- 9:1.1 When feasible, when acceptable alternative facilities exist, upon request of an employee, instruction shall not continue in a classroom when there are unreasonable temperature conditions.
- 9:1 Employees shall immediately report cases of injury suffered by them in connect with their employment to the nurse, where one is available, and the principal or other immediate supervisor.
- 9:3 The District shall provide parking areas for staff use.

## ARTICLE 10

### TRANSFER, LAYOFF, RECALL, VACANCIES, NEW POSITIONS

#### 10:1 Definitions

##### **Vacancy**

An open position resulting from the retirement, resignation, transfer, or termination of an employee.

##### **New Position**

A position that becomes available during the school year because of the need for an additional employee.

##### **Transfer**

The voluntary or involuntary movement of a paraeducator from one building to another.

##### **Seniority**

The length of continuous service in the district including state and federally recognized leaves of absence. Seniority shall be counted from the date of the employee's most recent appointment by the Colonial School District Board of Education.

##### **Reduction in Force**

A reduction in the number of paraeducators needed to meet the needs of the District.

##### **Recall**

The placement of a paraeducator who has been laid off into another position.

##### **Intra-Building Assignments (Scheduling)**

The scheduling of a paraeducator into a specific assignment within a program or building.

#### 10:2 Seniority

All paraeducators are listed on one seniority list.

10:2.1 Each year of service in a part-time position prior to September 1, 1997, shall count toward seniority the same as a full year. After September 1, 1997, service in part-time positions shall be calculated at one-half (  $\frac{1}{2}$  ) the length of service for seniority purposes only, that is, one year's service in a part-time position shall count as one-half (  $\frac{1}{2}$  ) year.

10:2.2 The Superintendent or designee shall annually publish a list of all employees by field of current classification listed in order of length of continuous service as determined by the criteria stated in this article. The list shall be determined, published, and posted in each school by March 15 of each year. Employees who wish to appeal their placement on the list must do so in writing to the Director of the Division of Human Resources before April 1 of the year the list is published. A final list shall be published by April 15 of each year. Seniority lists shall be available at all work locations by March 15 and April 15 each year. The Association shall receive two copies at its mailing address by March 15 and April 15 of each year.

10:2.3 In the event two or more employees have the same length of service in the same classification, the following criteria shall be used in the order enumerated as tie-breakers in determining the seniority lists:

- (a) Colonial Paraeducator Level training
- (b) Total length of Delaware service as a paraeducator
- (c) Total length of out-of-state service as a paraeducator
- (d) Total length of service in education or related area
- (e) College/University credits in education
- (f) College/University credits
- (g) Re-interview using established Human Resources process

Board-approved leaves of absence shall not constitute a break in service, but shall not be counted toward seniority as applied in this article, with the exception of leaves for President of the Local Association and leaves for President of D.S.E.A.

10:3 Employees who resign or have been dismissed for any reason other than reduction in force are not subject to provisions of this article.

10:4 To address critical needs of the District, it may be necessary to move an employee to another location without using the normal transfer process. Such changes shall only take place after a thorough review has been conducted, a determination of the critical nature of the situation has been verified, and the Association President has been informed of the circumstances insofar as legal requirements for confidentiality allow.

#### 10:5 **Transfer**

10:5.1 If current transfer request forms need revision, the parties shall meet collaboratively to make such changes.

#### 10:6 **Involuntary Transfer/Excess**

10:6.1 If transfers become necessary after the first day due to the elimination of a position at one location or changes in student population or needs, the District shall involuntarily transfer the employee with the least seniority at the affected work location, unless otherwise necessary to satisfy legal requirements to the District's commitment to workplace diversity.

10:6.2 The reassignment/placement of paraeducators who are excessed or involuntarily transferred shall be done in a consultation (i.e., discussion at least 48 hours in advance to proposed transfer) with the appropriate District administrators and the President of the Colonial Paraeducator Association or his/her designee.

10:6.3 A list of those employees who must be involuntarily transferred shall be given to the President of the Association at the time of notification.

10:7 **Right to Return**

- 10:7.1 Paraeducators transferred as outlined in 10:6 may exercise the right to return to their original work assignment the next school year. Notification of intention to exercise this right to return must be given in writing to the Division of Human Resources within ten (10) workdays of the notification of involuntary transfer.
- 10:7.2 If employees are transferred prior to September 30, they shall have the right to return immediately if a position becomes available in the building which they left, unless specialized skills are required.
- 10:7.3 If an employee is involuntarily transferred after September 30 and submits a right-to-return letter, they will be given priority during the voluntary transfer process regardless of seniority. The right-to-return letter shall supersede seniority. Employees who submit right-to-return letters must be offered the opportunity to return to their original position during the voluntary transfer period should a position become available.
- 10:7.4 The right-to-return letter will be valid until August 5 of the following year after the school year in which the right-to-return letter was written.

10:8 **Voluntary Transfer**

Para Voluntary Transfer Process

The purpose of this article is to allow employees covered by this agreement every opportunity to: (1) apply for publicized positions, and (2) to provide a fair and impartial review of each employee's candidacy.

Whenever any vacancy in a position occurs, it will be publicized by the Human Resources Division on the District website no less than five (5) work days and distributed to the entire professional staff via the district's electronic mail.

All employees covered by this Agreement cannot apply for these vacancies between August 1<sup>st</sup> and the remainder of a school year. These vacancies will be filled by an external candidate unless an involuntary transfer occurs.

The District will publicize all vacancies for the following school year between March 1<sup>st</sup> and July 31<sup>st</sup> so employees covered by this Agreement can apply for vacancies in accordance with the application procedures stated on the publicized vacancy announcement.

The normal process used to select individuals for a school or program involves a school-based team. The team shall formulate a recommendation for the selection of an individual to fill a declared opening. When the normal team selection process is not practicable, the building principal is responsible for recommending eligible individuals. (The Association shall be notified when this occurs.) When an opening has been declared, the school or program-based selection team made up of an administrator(s) and employee(s) shall decide who, if any, from the request list of applicants/employees should be assigned to that position. This team will screen, interview, and review credentials of all interested individuals, and come to a consensus decision. This team should consider qualifications of the individuals, general information about previous performance provided by the administrator, professional experience, additional training and other pertinent information solicited through the

selection process. If a school or program-based selection team consistently rejects internal candidates, an internal candidate may request in writing that the district conduct a review of the process. The district may conduct a review of the process and take appropriate action to address verified concerns. The district shall respond in writing to the complainant within 10 business days.

10:9 **Reduction in Force (Layoff)**

- 10:9.1 If a reduction in force is necessary which cannot be accommodated by normal attrition, the Superintendent or designee shall determine the number of positions that shall be reduced, as well as the date such reductions are needed, and shall meet with the President of the Association and give him/her this information prior to the effective date of Board action. In any event, layoffs shall be made no later than July 15 of each year.
- 10:9.2 To accomplish the necessary reduction in force, employees shall be laid off on the basis of seniority, with those having been employed most recently being dismissed first.
- 10:9.3 Copies of layoff notification to employees shall be sent to the President of the Association at the same time such notification is mailed or delivered to the employee.
- 10:9.4 The following items shall be placed in the personnel file of the employees who are laid off:
  - (a) A letter from the Board stating the reason for the layoff;
  - (b) Copies of notification of vacancy(ies) which were mailed to the employee; and
  - (c) Correspondence to the Board from the employee.

10:10 **Recall**

- 10:10.1 One recall list shall be maintained. Employees who are laid off shall be placed on the recall list for a period of one (1) year unless, at the expiration of that year, the employee requests such placement for an additional year.
- 10:10.2 The Association shall receive a copy of the recall list as soon as it is developed.
- 10:10.3 When vacancies occur, laid off employees shall be recalled in reverse order of layoff as indicated by the recall list.
- 10:10.4 Notification of recall to the former employee shall be first attempted by telephone. If the employee is reached by telephone, the following shall apply: He/she shall be expected to respond to the offer within one workday of the telephone call. No response shall be interpreted as a refusal.
- 10:10.5 If notification by telephone or email is not successful, a letter shall be sent by certified and regular mail offering the position. The person shall have seven (7) calendar days from the postmarked date of the certified letter to respond to the offer. No responses shall be interpreted as a refusal.
- 10:10.6 Time spent on the recall list by a laid off employee who is subsequently recalled under provisions of this article shall not constitute a break in service. The seniority date shall be adjusted to deduct for time spent on the recall list.

10:10.7 The Association and the Director of the Division of Human Resources or designee shall examine the recall list together. Paraeducators shall be notified of position availability by seniority. Assignments to specific positions shall be made after all positions are confirmed by their funding source. At that time, assignment to specific positions shall be made. The District administration and the Association shall work cooperatively to facilitate placements. Persons recalled to specific positions must be capable of performing the tasks associated with that position. These recalls shall be made after the transfer process as outlined in 10:8 has been completed.

10:11 **New Positions and Vacancies**

10:11.1 New positions, shall be posted with a copy of the posting sent to the President of the Association.

10:11.2 Any position filled by a new employee after the first employee workday who is placed on a temporary contract and not converted to a regular contract shall be declared vacant at the end of the school year. That position shall be made available for the voluntary transfer process as outlined in Section 10:8 of this Agreement.

10:11.3 When paraeducators are hired on temporary contracts, they shall be considered for permanent openings when they become available. If paraeducators on temporary contracts are hired permanently, their hire date shall be the date of initial hire and benefits shall be continuous.

10:11.4 In the event of the District's being required to offer supplemental services at a school and if the services are to be offered through the District, paraeducators who meet the skills and knowledge required shall be considered for positions in the program before candidates from outside the District.

10:12 **Intra-Building Assignment (Scheduling)**

10:12.1 Employees shall have the right to state in writing their preference for assignment within the building/program for the following year. Good faith effort will be made to honor the employee's request. If the request is not granted, the administrator will meet with the employee, if requested in writing, to explain the reason for not granting the request.

10:12.2 Any change that occurs shall be made based on student and/or program need. The administrator will meet with the employee(s) prior to making the decision to move the employee(s). The employees involved shall have the right to representation in the meeting. Any employee moved shall be given no less than 48-hour notice.

10:12.3 In situations that impact staff, such as opening or closing of a school, realignment of student attendance patterns, and relocation of programs, the District and the Association agree to collaboratively plan for assignment/reassignment of staff.



## ARTICLE 11

### EVALUATION

- 11.1 New Employees serve a probationary period of sixty (60) workdays. During this period, the supervisor must have at least one joint informal conference with the paraeducator and the professional(s) with whom he or she works to discuss performance. The probationary period may be extended for 30 workdays if an improvement plan is put into place.
- 11.2 Evaluation and judging of an employee's performance shall be for, but not limited to, 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; and
  - (d) To provide information for making judgments about employee assignments and continued employment.
- 11.3 Evaluation of an employee's performance shall be continuous and shall include time in which the administrator observes the employee on the job. Items that reflect negatively on the employee's performance must be made known to the employee in writing with an acknowledged receipt or a witnessed refusal-to-sign receipt. An individual improvement plan may be developed. Such a plan must contain reasonable time lines, with an end date, for the employee to demonstrate improvements. The plan should be cooperatively set, the plan will be determined by the administrator. The employee may bring an Association representative to a meeting at which a formal improvement plan is established or developed.
- 11.4 It is understood that the evaluator may consider information obtained from the teacher(s) and other professionals with whom the paraeducator is assigned to work and which is related to the purpose and expectations of the job for which the individual is employed. Such information must be properly validated by the evaluator. Should such information be negative, the immediate supervisor shall meet to discuss it with the employee prior to the information being included within the employee's evaluation.
- 11.5 Employees shall be given a copy of any written evaluation report at least one day prior to any conference held to discuss it. Employees must sign each evaluation report as an acknowledgment of receipt and indication that it has been read by the employee.
- 11.5.1 An employee who chooses to respond to the evaluation must do so in writing within ten (10) days of receipt of the evaluation. The response shall be attached to the evaluation report and filed in the employee's personnel record.
- 11.6 All evaluations shall be completed before or by May 15, unless documented extenuating circumstances warrant extension of this date.

- 11:7 On a yearly basis, the Association and District representatives shall review the job descriptions and evaluation tool and process for the purpose of making recommendations for changes to be considered. Implementation shall normally be no later than three (3) months after any approved change; the goal being to have any approved changes ready for implementation prior to September 1 of a given year. Job descriptions and evaluation instruments current as of the ratification date of this Agreement appear in Appendix A.
- 11:8 It is understood by both parties that grievance disputes regarding evaluations are limited to procedural violations and shall not include content except to the extent that content is related to the procedural violation.
- 11:9 Sound administrative practice dictates that observation of an employee's less than satisfactory work performance be made known to the employee as soon as possible. Observation of work performance shall be conducted openly, and formal observation sessions shall be with full knowledge of the employee. Records of all other observations of the employee's work performance which is to be made part of the personnel file shall be made known to the employee.
- 11:10 Formal observations and evaluations shall be done by administrators.

## **ARTICLE 12**

### **SALARY AND FRINGE BENEFITS**

- 12:1 September 1 of each year shall be the date on which employees shall begin earning the District portion of their salary effective for that year.
- 12:2 Those employees covered by this Agreement who are entitled to salaries prescribed by Chapter 13, Title 14, Delaware Code, shall receive said salaries which shall be in addition to any local supplement.
- 12:3 Salary schedules for all employees covered by the Agreement are found in Appendix B.
- 12:3.1 Longevity stipends as found in Appendix B shall be added to the salary scale.
- 12:3.2 In determining the years of experience for which paraprofessionals shall be credited for placement on the appropriate level of the salary scale, the following are guidelines for acceptability:
- (a) Experience working in, managing, or owning a licensed day care or children's care facility is acceptable if work is done directly with children;
  - (b) Teaching or paraprofessional work in a school, public or private;
  - (c) Working with children in a camp, after school program, or facility offering childcare, instruction, or children's activities such as YMCA, Boys and Girls Clubs, UCP, Elwyn, PAL, or Jewish Community Center; or
  - (d) Other unique working situations which involve direct contact with children as the primary task may be counted, but these require the approval of the Director of the Division of Human Resources and the Superintendent or designee in consultation with the President of the Association.

Part-time work in any of the acceptable categories shall be credited according to the following schedule for each year's work:

5-10 hours per week	¼ year
10-20 hours per week	½ year
20-30 hours per week	¾ year
30+ hours per week	1 year

12:4 Paraeducators recognized under this Agreement working 12-month programs or ESY shall be paid at a rate equal to their per diem rate.

12:5 Employees shall continue to receive existing fringe benefits insofar as they remain available.

12:6 The District shall make available to full-time employees a monthly stipend (as stated in the Colonial Education Association Agreement) to be applied to the premiums for Blue Cross/Blue Shield or other health providers which are in excess of the state contributions. Any increases above the amounts provided in this section shall be covered by using the stipend or through payroll deductions. ***\*Any subsequent change in the CEA Agreement shall automatically apply to this Agreement and will be posted on the District website.***

**Blue Cross/Blue Shield – Health Insurance Monthly Stipend**

<b>Effective Date</b>	<b>8/1/2017</b>	<b>*8/1/2018</b>	<b>*8/1/2019</b>
<b>Full Time</b>	<b>\$160.00</b>	<b>\$160.00</b>	<b>\$160.00</b>
<b>(30+ scheduled hours per week)</b>			

12:7 In addition to Blue Cross/Blue Shield (or State-selected carrier), employees shall be permitted to select benefits from the fringe benefit package provided to District employees, the costs of which shall be paid in whole or part by the stipend indicated below.

**District Benefits Annual Stipend**

<b>Effective Date</b>	<b>8/1/2017</b>	<b>8/1/2018</b>	<b>8/1/2019</b>
<b>Full Time</b>	<b>\$1710.00</b>	<b>\$1710.00</b>	<b>\$1710.00</b>
<b>(30+ scheduled hours per week)</b>			

12:8 Any additional cost of benefits selected by an employee shall be by payroll deduction.

12:9 Any employee who selects fewer than four (4) of the elective benefits, who has been employed the entire work year, and who has not expended his/her stipend shall receive 50% of his/her remaining stipend in the form of salary. Once the employee has elected to take advantage of this option, that decision is binding for the entire year; any increase in benefit cost (life insurance or disability insurance) incurred during that same year as a result of an increase in salary shall be borne by the employee. Employees who have been on unpaid leave of fewer than twenty (20) days are considered to have worked full-time during that year.

12:9.1 To be eligible to receive this benefit, an employee must be employed at the time of payment. Payment shall be made to the employee during the next school year. Employees who retire with a service pension during the summer shall be paid their eligible amount at the time of the final salary payoff provided they have met all eligibility requirements.

12:9.2 Employees who have a change in family status through marriage, divorce, or death which requires adjustment to their coverage should notify the Division of Human Resources within two (2) weeks of the event. Such change may allow continued participation in this program.

12:10 If the District employs paraprofessionals covered by this Agreement on an hourly basis, they shall be paid their normal hourly rate up to 40 hours weekly.

12:11 **Attendance Bonus**

Employees shall be eligible for a perfect attendance bonus as outlined below:

0 days between start of school and the last workday before Thanksgiving – \$100.00 to be paid prior to the end of the calendar year

1 day between start of school and the last workday before Thanksgiving – \$50.00 to be paid prior to the end of the calendar year

0 days between the first working day after Thanksgiving through the end of the school year – \$100.00 to be paid in final pay of the contract year

1 day between the first working day after Thanksgiving through the end of the school year – \$50.00 to be paid in final pay of the contract year

Exemptions from loss of attendance bonus include death in the immediate family, professional development, and jury duty where proof of deferral attempt is provided and subsequently denied. Proof of deferral attempt shall include the written letter provided to the appropriate court jurisdiction by the employee and written denial by the court.

## ARTICLE 13

### LEAVES OF ABSENCE

13:1 Leaves of absence, including sick leave, and leaves for other reasons shall be granted in according to federal and state law. Refer to the Paraeducator Handbook for extended absences options or contact the Division of Human Resources. Refer to Appendix C.

13:2 **Sick Leave**

13:2.1 If the employee is absent from work due to an assault which results in an injury on the job and, if the employee has fewer than four (4) sick days, then the employee would not lose local salary during the four (4)-day waiting period required for workmen's compensation.

13:2.2 Employees shall be provided with an annual record of their sick leave balance as soon as possible, but no later than October 30<sup>th</sup> of each year.

13:2.3 In addition to State-provided personal leave, when an employee is required to attend a legal proceeding as a party or is subpoenaed as a witness such absence he/she shall not be charged against sick leave if:

- (a) The legal proceeding relates 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 the proceedings; or
- (b) The legal proceeding involves a matter of public interest, as distinguished from a private dispute, and the appearance of the employee as a witness in the proceeding may properly be considered to be the discharge of a civic responsibility. Public interest is defined as the employee being subpoenaed by the defendant or the prosecution in a criminal case.

### 13:3 Jury Duty

13:3.1 An employee shall receive regular pay for the time spent on jury duty. Payment received from jury duty shall not be returned to the District.

## ARTICLE 14

### EDUCATIONAL IMPROVEMENT

14:1 The District 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.

14:2 Where required, professional development workshops occur beyond the normal workday, employees approved to attend the activity shall be compensated at their normal rate of pay.

14:3 If the District requires an employee to attend any workshop or conference, the District shall pay the full cost of necessary expenses in accordance with District travel procedures.

14:4 The Association shall identify a group of paraeducators to join a Paraeducator Staff Development Committee with the Director of Student Services (or designee) and other professionals. This committee shall be responsible for, but not limited to, the following tasks:

- Developing a plan for the use of in-service days throughout the school year, taking into account activities previously planned by specific buildings, other District divisions, and the State.
- Implementing specific staff development activities for paraeducators on chosen in-service days.
- Developing or adopting a training program for induction of new paraeducators.
- Developing or adopting specific elements of a training program to be completed by paraeducators for placement at various training levels.

- Planning and providing resources for paraeducators to help meet requirements as outlined by State and Federal regulations.
- Responding to needs for staff development identified by the paraeducators or the District.

As far as possible, plans shall be developed during the summer for the following school year.

Additional costs, whether for materials, trainers, or hourly stipends associated with activities planned by the committee shall be covered by a memorandum of understanding.

#### 14:5 **Paraeducator Training**

The District shall offer a multi-tier training program to all paraeducators. Paraeducators who complete each level of this program shall be designated as **Level One-Five Paraeducators** and shall be paid an additional stipend beyond their regular salary as of September 1 of each year. The stipend shall remain in effect during the paraeducator's continuous service in the Colonial School District.

Stipend amounts are included in Appendix B.

#### 14:5.1 The following terms and conditions shall apply to the training:

- The programs shall be offered periodically throughout the period of this Agreement, by mutual agreement of the parties.
- The programs shall be provided outside the regular workday, and paraeducators who participate shall not be paid for their hours of participation. Classwork or homework assigned through the program shall be completed outside the regular workday.
- The Paraeducator Staff Development Committee shall designate the means by which the program shall be provided.
- All newly hired paraeducators are to complete the Level One Training Program within one full year of their hire date as a condition of continual employment.
- After which, notification of intent must be submitted to the Office of the Assistant Superintendent by September 1. Paraeducators will be required to complete at least one level of coursework. If no coursework is completed after the submission of intent, the license fee will be assessed to the employee. The deadline for submission is June 1 with the carryover of payment by September 1.

#### 14:5.2 All paraeducators shall follow guidelines as outlined by the Delaware Department of Education for holding and maintaining valid professional permits.

### **ARTICLE 15**

#### **COLLABORATIVE AGREEMENT/LIVING DOCUMENT**

#### 15:1 This Agreement constitutes a living document. By mutual agreement, the parties may meet from time to time to discuss changes. Such changes shall be incorporated through a written memorandum of Agreement.

- 15:2 In unique situations that impact District operations such as new Federal and State initiatives, the District and Association agree to collaboratively discuss their implementation.
- 15:3 Any provision of this Agreement or any application of this Agreement to any employee or groups 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.
- 15:4 Nothing in this Agreement which changes existing District policy, rules, or regulations shall operate retroactively.
- 15:5 Negotiations over a successor Agreement shall begin on a date mutually agreed upon by both parties.

## ARTICLE 16

### MISCELLANEOUS

- 16:1 The District and the Association agree that all practices, procedures, and policies of the District shall clearly indicate that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, evaluation, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, handicapping condition, or age.
- 16:2 If any provision of this Agreement or any application of this Agreement to any employee or groups 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.
- 16:3 If any provisions or applications of this Agreement are deemed invalid by the above procedure, the Association and the District shall meet to renegotiate the altered portion of this Agreement.
- 16:4 If during the life of this Agreement any administrative rule or regulation or District policy shall be inconsistent with the provisions of this Agreement, this Agreement during its life shall be controlling over the inconsistent language in such administrative rules and regulations or District policy.
- 16:5 Notices under this Agreement shall be given by either party to the other in writing as follows:

To the District: 318 East Basin Road  
New Castle, DE 19720

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

## **APPENDIX A**

### **COLONIAL SCHOOL DISTRICT**

**New Castle, Delaware**

#### **Job Description Paraeducator (Library)**

- Assists students and staff with the use of the library, including the use of automated and print materials, copy machines, and check-out procedures.
- Prepare materials for circulation, including computer entry.
- Assist with preparing and sending overdue notices.
- Perform routine clerical tasks, including inventory, ordering, maintenance of schedules, and preparation of materials.
- Assist in selecting and supervisor student library aides.
- Assist with special activities in the library.
- Assist in monitoring the behavior of students in the library.
- Provide library supervision, when required.
- Perform other related duties as assigned by the principal or designee.



## **COLONIAL SCHOOL DISTRICT**

**New Castle, Delaware**

### **Job Description**

#### **Paraeducator (Title I, Classroom, or Special Education)**

- Work with individual students or small groups of students to reinforce learning materials or skills introduced by the teacher; may include reading to or writing for the student.
- Report information on student needs.
- Assist in preparation of materials to be used in the instruction of students.
- Assist in the collection and recording of information relating to student assignments, instructional needs, and evaluation.
- Assist with safe and orderly student movement within the building.
- Maintain the confidentiality of student information.
- Assist teachers in the operation of the classroom/worksite.
- Participate in in-service workshops designed to improve competencies in working with students.
- Participate in parent conferences, as appropriate.
- Work cooperatively with all school staff and students.
- Perform other related duties as assigned by the principal or designee.

## **COLONIAL SCHOOL DISTRICT**

**New Castle, Delaware**

### **Job Description**

#### **Paraeducator – Special Schools/Integration Classes**

- Assist in carrying out the Individual Educational Program (IEP) for a student or small group of students once trained by a professional staff member.
- Assist students to benefit from the educational program. Responsibilities might include feeding, bath rooming, dressing, positioning, transferring, and/or using adaptive equipment, once training has been given. Lifting may be required.
- Prepare the physical environment for the day's activities including the gathering of materials, maintaining an orderly environment, and securing materials and equipment at the end of the workday.
- Perform routine paperwork and record keeping tasks related to the duties of the professional to whom the paraeducator is assigned.
- Assist students in moving within and outside the school building, as required.
- Apply consistent and appropriate standards of behavior, achievement, and discipline to individual students, as agreed upon with professional staff and as written in the student's IEP.
- Learn and understand assistive technology devices available to students; assist in programming such devices in training students to use them.
- Participate in parent conferences, IEP planning, and IEP meetings, as appropriate.
- Assist students by reinforcing previously taught skills and the use of materials needed to function in a community setting/job site.
- Participate in in-service workshops designed to improve competencies in working with students.
- Work cooperatively with all school staff and students.
- Assist special schools' students who are included in regular education classrooms as required.
- Participate in the training necessary to receive appropriate certification in Braille, as required.
- Perform other duties as assigned by the supervisor or designee.

## **COLONIAL SCHOOL DISTRICT**

**New Castle, Delaware**

### **Job Description Paraeducator - ILC**

- Work cooperatively with all school staff and students.
- Assist in carrying out the Individual Educational Program (IEP) for a student or small group of students once trained by a professional staff member.
- Assist students to benefit from the educational program. Responsibilities might include:
  - Monitoring student behavior.
  - Using behavior checklists.
  - Assisting students with instructional transitions.
  - Assisting students with formation of groups.
- Work with individual students or small groups of students to reinforce learning materials or skills introduced by the teacher; may include reading to or writing for the student.
- Report information on student needs.
- Assist with safe and orderly student movement within the building and outside, as required.
- Maintain the confidentiality of student information.
- Prepare the physical environment for the day's activities including the gathering of materials, maintaining an orderly environment, and securing materials and equipment at the end of the workday.
- Perform routine paperwork and record keeping tasks related to the duties of the professional to whom the paraeducator is assigned.
- Apply consistent and appropriate standards of behavior, achievement, and discipline to individual students, as agreed upon with professional staff and as written in the student's IEP and Behavior Intervention Plan (BIP).
- Participate in parent conferences, IEP planning, and IEP meetings, as appropriate.
- Assist students by reinforcing previously taught skills and the use of materials needed to function in a community setting/job site.
- Participate in in-service workshops designed to improve competencies in working with students.
- Perform other duties as assigned by the supervisor or designee.

**APPENDIX B**  
**COLONIAL SCHOOL DISTRICT**  
**Paraeducator Local Salary**  
**August 1, 2017 – July 31, 2020**

Step	FY2018	FY2019	FY2020
1	4,055	4,263	4,471
2	4,212	4,420	4,628
3	4,369	4,577	4,785
4	4,526	4,734	4,942
5	4,690	4,898	5,106
6	4,859	5,067	5,275
7	5,031	5,239	5,447
8	5,200	5,408	5,616
9	5,375	5,583	5,791
10	5,510	5,718	5,926
11	5,628	5,836	6,044
12	5,745	5,953	6,161
13	5,862	6,070	6,278
14	5,979	6,187	6,395
15	6,099	6,307	6,515
16	6,221	6,429	6,637
17	6,337	6,545	6,753
18	6,455	6,663	6,871
19	6,572	6,780	6,988
20	6,689	6,897	7,105
21	6,812	7,020	7,228

**Longevity:** Employees shall receive a longevity increment which shall become a permanent part of the employee's salary.

10 - 14 years	250
15 - 19 years	500
20 - 24 years	750
25 - 29 years	1,000
30+ years	1,250

**Training:** Employees who complete the training as outlined in Article 14:5 shall receive the following stipends as a permanent part of the employee's salary. Employees who have achieved any level prior to the ratification of the Agreement shall be grandfathered under the previous rates outlined below. Employees who achieve any level after ratification of this agreement will receive the new rates.

	Grandfathered rate	New Rate effective 2018
Level I	\$1,000	\$500
Level II	\$2,100	\$750
Level III	\$2,500	\$1,000
Level IV	\$2,800	\$1,250
Level V	\$3,000	\$1,500

## APPENDIX C

### COLONIAL SCHOOL DISTRICT

#### ***SUMMARY OF EXTENDED ABSENCES OPTIONS FOR CLASSIFIED PERSONNEL***

Leaves of absence, including sick leave, child care leave, and leaves for other reasons, shall be according to Delaware State Law, Colonial District's Policies and Procedures, and State and Federal Statutes. This language is subject to the grievance procedures but not arbitration.

#### **Sick Leave and Absences for Other Reasons (Title 14, Chapter 13, 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 in salary of said employee for an absence not to exceed five (5) working days. Members of the immediate family shall be defined as: employee's spouse or domestic partner; parent; stepparent or child of the employee, 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 title shall inform his/her 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 his/her discretion require either a doctor's certificate or a written statement signed by an employee setting forth the reason for the absence. In the case of an absence of more than 5 consecutive days, a doctor's certificate is required as a condition of approval.
- (d) In the case of the death of a near relative, there shall be no deduction in the salary of the employee for the 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 any 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.

- (g) An employee may use accumulated sick leave upon the birth of a child of the employee, or the employee's spouse, or upon adoption by the employee of a pre-kindergarten age child.

Sick Leave – Sick leave accumulated by an employee of any state agency or school district shall be transferred when said employee begins subsequent employment in a school district. If there is a break in service, the transfer can only occur if the break was for less than six (6) months.

Sick leave days are made available at the start of the fiscal year, but adjustments for employees who terminate service prior to the end of the school year shall be made in the final paycheck.

Annual Leave – Subject to any limitation imposed by statute, accumulated annual leave shall be paid upon termination of employment. The employee may either remain on the regular payroll until such time as all annual leave is exhausted, or a lump sum payment for all unused annual leave is on the employee's final paycheck. The vacated position may be filled at any time provided that the two employees do not receive compensation for the same pay period. Accumulated annual leave shall not be transferred between different employing state agencies or school districts.

#### **Leave for Bone Marrow or Organ Donation (Title 14, Chapter 13, Section § 1318B)**

- (a) Definitions – As used in this section:
  - (1) "Bone marrow" means the soft material that fills the human bone cavities;
  - (2) "Bone marrow donor" means a person from whose body bone marrow is taken to be transferred to the body of another person;
  - (3) "Organ" means a human organ that is capable of being transferred from the body of a person to the body of another person;
  - (4) "Organ donor" means a person from whose body an organ is taken to be transferred to the body of another person.
- (b) In any calendar year, a teacher or school employee is entitled to the following leave in order to serve as a bone marrow donor or organ donor: (calendar days)
  - (1) No more than 7 days of leave to serve as a bone marrow donor;
  - (2) No more than 30 days of leave to serve as an organ donor.
- (c) A teacher or school employee may use the leave provided by this section without loss or reduction of pay, leave to which the teacher or employee is otherwise entitled, credit for time or service, or performance or efficiency rating.
- (d) This section applies to teachers and school employees who are included in a collective bargaining unit; unless a collective bargaining agreement contains provisions dealing with leave for bone marrow donation and organ donation. (73 Del. Laws, c. 104 § 2.)

#### **Maternity Leave**

An employee may continue in active employment as late into the pregnancy as she desires if she is able to fulfill the requirements of her position. Disability arising from pregnancy is treated no differently than any other disability. Therefore, an employee who is disabled due to pregnancy, or childbirth, should refer to the following sections of this Summary of Extended Absences Options:

- Sick Leave and Absences for Other Reasons
- Family Medical Leave Act of 1993
- Donated Leave
- Short-Term and Long-Term Disability Insurance

With regard to child care leave, refer to the following sections of this Summary of Extended Absences Options:

- Child Care Leaves
- Family Medical Leave Act of 1993
- Personal Leave of Absence

#### **Child Care Leaves (Title 14, Chapter 13, Section § 1333)**

An employee may use accumulated sick leave upon the birth of a child of the employee, or the employee's spouse, or upon adoption by the employee of a pre-kindergarten age child. Such childcare leave is in addition to the entitlement to maternity leave in the case of an employee's illness and temporary disability associated with pregnancy. If such an employee exhausts available sick leave, the employee may request an extended leave of absence without pay, or the employee may, if eligible to do so, request an unpaid leave under the Family Medical Leave Act.

#### **Family Medical Leave Act of 1993**

Beginning August 5, 1993, the Family and Medical Leave Act of 1993 (FMLA) gives eligible employees the right to take unpaid leave, or paid leave if it has been earned, for a period of up to twelve (12) work weeks in any twelve (12) months for any of the following reasons:

- (1) To care for the employee's child after birth, or placement of a child for adoption or foster care;
- (2) To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- (3) For a serious health condition (including workers' compensation illness or injury) that makes the employee unable to perform the functions of his/her position.

To be eligible for an FMLA leave an employee must have at least one (1) year of service and must have worked at least 1250 hours over the 12-month period immediately preceding the start of the requested leave. If an employee is not eligible for FMLA, such employee may request an extended leave of absence without pay.

#### **Donated Leave (Procedure No. 4802)**

Donated leave may be granted in accordance with established Colonial School District's Board of Education's Procedures.



**Short-Term and Long-Term Disability Insurance (Procedure No. 4205)**

(for those employees who elected the program)

Short-Term and Long-Term Disability Insurance is in accordance with Delaware Code as addressed by the Colonial School District's Procedures for Short-Term and Long-Term Disability Insurance. Short-Term Disability begins on day 31\* of the illness/disability and runs through day 182. Long-Term Disability begins on day 183 and will end when the employee no longer meets the definition of disability or reaches retirement age.

(\*The State of Delaware determines the amount of elimination period for short-term disability.)

**Personal Leave of Absence (Procedure No. 4204)**

A leave of absence without pay and without credit for experience toward tenure, salary computation, or pension eligibility, or computation may be granted up to one (1) school year at the discretion of the Board for:

- (1) The purpose of caring for a critically ill member of the employee's immediate family.
- (2) The purpose for childcare and child rearing.

Normally, a leave of absence will only be granted up to one (1) school year, exceptions shall be rare, but may be granted for verifiable medical reasons, military obligations or other rare and extenuating circumstance specifically recommended by the Superintendent and approved by the Board of Education.

**Military Leave (Title 14, Chapter 13, Section § 1327)**

Shall be granted in accordance with Title 14, Section 1327 and the Uniformed Services Employment and Reemployment Act of 1994.

Leave for Training or Special Duty in the National Guard or the Military Reserves of the United States – in accordance with Administrative Code 705.

**1.0 Leave for Training or Special Duty**

Any permanent and full-time employee shall be excused from work with pay to attend training camp or special duty on orders as a member of the military reserves of the United States or the National Guard, not to exceed fifteen (15) days or the equivalent hours as required by the Delaware Code, on a prorated basis in any calendar year.

**1.1 Such training or special duty leave shall not be deducted from their annual leave or in any way result in loss of privileges or compensation to said employee.**

**1.2 Any permanent or full-time employee shall file a request for military leave with the employer at least two (2) weeks prior to their leave, along with a copy of their official orders.**

**Election of Employee to Public Office: Leave (Title 29, Chapter 52, Section § 5110)**

In the event any employee of the state, including any employee of the public schools, is elected to any public office provided for by the Constitution of the State of 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/she held at the time such leave of absence was granted.

Revised 5.9.2011

## APPENDIX D

### **BINDING ARBITRATION**

#### Section 4013(c) of Title 14 of the Delaware Code

Section 1. Amend § 4013(c), Title 14 of the Delaware Code by striking subsection (c) in its entirety and substituting in lieu thereof the following:

“(c ) The public school employer and the exclusive bargaining representative shall negotiate written grievance procedures ending in binding arbitration by means of which bargaining unit employees, through their collective bargaining representatives, may appeal the interpretation or application of any term or terms of an existing collective bargaining agreement. The written grievance procedures shall be included in any agreement entered into between the public school employer and the exclusive bargaining representative, and shall include:

- (1) A provision to limit binding arbitration to claims that the terms of the collective bargaining agreement have been violated, misinterpreted, or misapplied;
- (2) A provision to prohibit claims relating to the following matters from being processed through binding arbitration:
  - (i) Dismissal or nonrenewal of employees covered by Chapter 14 of Title 14;
  - (ii) Dismissal or nonrenewal of employees not covered by Chapter 14 of Title 14 unless the controlling collective bargaining agreement provides that such matters are subject to binding arbitration;
  - (iii) Delaware law;
  - (iv) Rules and regulations of the Delaware Department of Education or State Board of Education;
  - (v) The content of or conclusions reached in employee observations and evaluations unless the controlling collective bargaining agreement for employees not covered by Chapter 14 of Title 14 provides that such matters are subject to binding arbitration;
  - (vi) Federal law;
  - (vii) Rules and regulations of the United States Department of Education;
  - (viii) Policies of the local school board; and
  - (ix) Matters beyond the scope of the public school employer’s authority.
- (3) A provision to select arbitrators by lottery from a panel of qualified arbitrators designated by the Public Employment Relations Board. In designating the panel, the Public Employment Relations Board shall prefer former judges who served on a Delaware constitutional court or on the United States District Court for the District Delaware, and shall supplement the panel by adding qualified labor arbitrators.
- (4) A provision to empower the Public Employment Relations Board to administer arbitrations pursuant to regulations adopted by the Public Employment Relations Board;
- (5) A provision to require that disputes relating to whether a matter is arbitrable be ruled upon by the arbitrator prior to hearing the merits of the dispute, and, if the arbitrator determines that the dispute is arbitrable, a provision to require that the same arbitrator schedule a second hearing to hear the merits of the dispute;

- (6) A provision to assess against the losing party the arbitrator's fees and expenses incurred in determining whether a dispute is arbitrable; and
- (7) A provision to require that the arbitrator's fees and expenses incurred in deciding the merits of a dispute to be evenly divided between the parties."

Section 2. This bill shall become effective upon ratification of a new or extension of an existing collective bargaining agreement, unless agreed otherwise by the parties to an existing collective bargaining agreement. However, a dispute may not be arbitrated under the terms of such a new or extended collective bargaining agreement until the Public Employment Relations Board adopts implementing regulations. If a dispute subject to the provisions of this Act is submitted to arbitration and the Public Employment Relations Board has not adopted implementing regulations, the dispute must be held in abeyance until the implementing regulations are adopted and thereafter be submitted to arbitration.

### **AMENDMENTS**

"For those terms and conditions that are negotiated pursuant to State Law,"

"Section 3. § 4013(c) (3) and (4) of Title 14 shall not apply to the bargaining units currently representing secretarial employees in the Red Clay Consolidated School District and custodial employees in the Appoquinimink School District,".

"Section 4. § 4013(c) (3) and (4) of Title 14 shall not apply to any bargaining units organized by an employee organization not certified as the exclusive bargaining representative of educational support personnel on the date of its enactment into law. 'Educational support personnel' shall for the purposes of this Section be defined as non-teacher employees."

# ARTICLE 17

## DURATION OF AGREEMENT

17:1 This Agreement shall be in effect as of August 1, 2014, and shall continue in effect until July 31, 2017, or until a successor Agreement is agreed upon.

This Agreement is in force throughout the calendar year for paraeducators who work in that capacity in summer special school programs.

17:2 The Association shall indemnify and hold the District, the Board, its members, employees and agents harmless against any and all complaints, claims, demands, suits, judgments, fines and other forms of liability or expense that shall arise out of or by reason of any action taken or not taken by the District for the purpose of complying with any of the provisions of this Agreement.

17:3 The District agrees that it shall not extend to any other employee organization any of the rights and/or privileges granted to the Association as exclusive representative of the employees so long as the Association remains the exclusive representative.

17:4 In witness whereof, the parties hereto have caused this Agreement to be signed by their respective representatives on May 13, 2014.

COLONIAL SCHOOL DISTRICT

COLONIAL PARAEDUCATORS ASSOCIATION

BY: \_\_\_\_\_  
President, Board of Education

BY: \_\_\_\_\_  
President, Colonial Paraeducators  
Association

BY: \_\_\_\_\_  
Superintendent of Schools

BY: \_\_\_\_\_  
Vice-President, Colonial Paraeducators  
Association

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ARTICLE 17

### DURATION OF AGREEMENT

17:1 This Agreement shall be in effect as of September 1, 2017, and shall continue in effect until August 31, 2020, or until a successor Agreement is agreed upon.

This Agreement is in force throughout the calendar year for paraeducators who work in that capacity in summer special school programs.

17:2 The Association shall indemnify and hold the District, the Board, its members, employees and agents harmless against any and all complaints, claims, demands, suits, judgments, fines and other forms of liability or expense that shall arise out of or by reason of any action taken or not taken by the District for the purpose of complying with any of the provisions of this Agreement.

17:3 The District agrees that it shall not extend to any other employee organization any of the rights and/or privileges granted to the Association as exclusive representative of the employees so long as the Association remains the exclusive representative.

17:4 In witness whereof, the parties hereto have caused this Agreement to be signed by their respective representatives on this 7<sup>th</sup> day of June, 2018.

COLONIAL SCHOOL DISTRICT

BY: 

Joseph T. Laws, III  
President, Board of Education

COLONIAL PARAEDUCATORS ASSOCIATION

BY: 

Tameka Mays  
President, Colonial Paraeducators Association

BY: 

D. Dusty Blakey, Ed.D.  
Superintendent of Schools

BY: 

Susan Cecelia  
Vice-President, Colonial Paraeducators Association

Date: 6-7-18

Date: 6-7-18