



COLLABORATIVE AGREEMENT Between the Colonial School District Board of Education

And the

Colonial Paraprofessional Association DSEA/NEA

MEMORANDUM OF UNDERSTANDING

This agreement is entered into this <u>30</u> day of October 2020, by and between the Board of Education of the Colonial School District (the "Board") and the Colonial Paraprofessional Association (CPA), hereinafter collectively "the Parties".

WHEREAS, the Parties entered into a Collective Bargaining Agreement (the "CBA") which, by its terms, governs the time period August 1, 2017 through July 31, 2020.

WHEREAS, the Parties' signed an MOU for purposes of extending the CBA in its entirety due to the COVID-19 Pandemic until such time a successor agreement is reached.

Whereas, the Parties desire to address the issue of assigning paraprofessionals to cover classes to limit unnecessary exposure and risk associated with COVID-19 and compensation for said assignment;

NOW, THEREFORE, in consideration of the foregoing and mutual promises set forth herein, the Parties hereby agree as follows:

- If no substitute teacher is available, paraprofessionals may be used for that purpose. Paraprofessionals asked to work in this capacity by an administrator will be compensated in the amount of \$80.00 per day or \$40.00 per half day in addition to their regular rate of pay.
- In order to afford an opportunity to all paraprofessionals; selection for coverage will be as follows:
 - Voluntary from classroom
 - Voluntary from program area
 - Voluntary from building

- If no volunteers, assignment may be made by inverse seniority. Each building will keep a rotation schedule to ensure a fair opportunity for everyone.
- Substitute assignments may last for up to three (3) working days before a rotation is necessary unless mutually agreed upon by both parties to extend the timeframe. Instructional plans will be available for/provided to the paraprofessional.
- 4. The parties agree that that the principal will meet with any paraprofessional if there is a problem with their being the replacement. If the paraprofessional is not to be used again as the replacement for the teacher, there will be documentation and an explanation as to why. If there is a dispute as to this decision, the parties will used the IBDMT or grievance process as outlined in the CBA.
- 5. The parties agree that classrooms or programs should not be short-staffed by virtue of an essential paraprofessional serving in the substitute role. To that extent, the principal will have discretion in assigning employees to ensure adequate coverage.

This Memorandum of Understanding may be amended only by written agreement signed by each of the parties involved.

This Memorandum of Understanding shall be effective beginning with the date of the last signature hereon and ending August 31, 2021 or until a successor agreement is reached.

Colonial School District

Jeffrey D. Menzer

Superintendent of Schools

Colonial Paraprofessional Association / DSEA / NEA

President Colonial Paraprofessional Association

Date: <u>11/04/2020</u>

Date: 11/4/2020