

AGREEMENT

between the

**RED CLAY CONSOLIDATED SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**RED CLAY PARAPROFESSIONAL ASSOCIATION
DSEA/NEA**

September 1, 2024 through August 31, 2027

Table of Contents

AGREEMENT	3
PREAMBLE.....	3
ARTICLE 1 RECOGNITION	3
ARTICLE 2 DEFINITIONS	3
ARTICLE 3 FAIR PRACTICES.....	4
ARTICLE 4 ASSOCIATION SECURITY	4
ARTICLE 5 RIGHTS OF THE PARTIES	5
ARTICLE 6 WORKING CONDITIONS.....	7
ARTICLE 7 EVALUATION AND PERSONNEL RECORDS	11
ARTICLE 8 SENIORITY, LAYOFF AND RECALL.....	12
ARTICLE 9 TRANSFERS AND PROMOTIONS	14
ARTICLE 10 HOURS OF WORK AND PREMIUM RATES.....	16
ARTICLE 11 GRIEVANCE PROCEDURE.....	18
ARTICLE 12 NO STRIKE - NO LOCKOUT PROVISION	22
ARTICLE 13 LIAISON COMMITTEE.....	22
ARTICLE 14 SALARIES AND EMPLOYEE BENEFITS	22
ARTICLE 15 STAFF DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	23
ARTICLE 16 MISCELLANEOUS	24
ARTICLE 17 DURATION OF AGREEMENT	25
APPENDIX A SALARY SCHEDULES.....	27
APPENDIX B LEAVES OF ABSENCE	30
APPENDIX C GRIEVANCE FORM	38

AGREEMENT

This Agreement is entered into this 1st day of September 2024, by and between the Board of Education of the Red Clay Consolidated School District, hereinafter called the “Board”, and the Red Clay Paraprofessional Association, DSEA/NEA, hereinafter referred to as the "Association".

PREAMBLE

The Board and the Association agree that the purpose of this Agreement is the recognition of the rights and responsibilities of the parties concerned and the formulation of procedures by which both parties may work together in good faith with regard to all matters pertaining to this Agreement. Pursuant to and consistent with Chapter 40, Title 14, Delaware Code, the Board has an obligation to negotiate with the Association as the representative of employees hereinafter designated. We further agree that the welfare of children is the paramount concern in the operation of the Red Clay Consolidated School District Schools. In order to aid in achieving these goals, the Board and the Association do hereby agree to the following:

ARTICLE 1 RECOGNITION

1:1 The employer recognizes the Association as the sole and exclusive bargaining representative for the employees covered by this Agreement for the purpose of representing public employees in their employment relations with the public employee in matters covering wages, salaries, hours, sick leave, grievance procedures, and other terms and conditions of employment.

1:2 The term “employee” as used herein will include all full-time and part-time paraprofessional employees exclusive of administrative and supervisory personnel. It is further understood that only the following classifications in the Red Clay Consolidated School District are included as paraprofessional employees in the bargaining unit established herein: all regular, permanent, full-time Regular School Instructional Paraprofessionals, Meadowood Instructional-Paraprofessionals, Service Paraprofessionals, and Bus Aides in accordance with the classifications defined in 8:5.1 and any other positions established during the term of this Agreement which the parties mutually agree to include, regardless of source of funding.

1:3 The scope of representation as exclusive bargaining representative regarding new positions established will be submitted to the Public Employment Relations Board (PERB), for determination.

1:4 If during the life of this Agreement any administrative rule or regulation or Board policy will be inconsistent with the provisions of this Agreement, this Agreement during its life will be controlling over the inconsistent language in such administrative rules and regulations or Board policy.

1:5 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 will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. If any such provision or application of Agreement is determined invalid, the parties will meet to renegotiate the provision held to be unlawful.

ARTICLE 2 DEFINITIONS

2:1 Unless otherwise indicated, the term “paraprofessional(s)”, hereinafter in this Agreement will refer to all employees in the bargaining unit as defined in Article 1.

2:2 The following terms as included are for clarification purposes only and their inclusion neither modifies, adds to, nor subtracts from any other part of this Agreement.

2:2.1 The term “school” as used in this Agreement means any of the buildings maintained by the Board of Education in which the educational process is carried on.

2:2.2 Wherever the term “principal” is used, it is to include the responsible administrative head of a school building.

- 2:2.3 Wherever the term “supervisor” is used, it is to include the administrator of any work location.
- 2:2.4 Wherever the term "Superintendent" is used, it is to mean the “District Superintendent”.
- 2:2.5 “School days” as used in this Agreement will mean those days on which paraprofessionals are scheduled to report for work.
- 2:2.6 “District” as used in this Agreement will mean the Red Clay Consolidated School District.
- 2:2.7 “Emergency” as used in this Agreement will mean a sudden unexpected happening; an unforeseen occurrence or condition.
- 2:2.8 “Temporary Position” is a vacancy resulting from a leave of absence during the school year or any vacancy between April 1 and the end of the year or a vacancy for any new program with funding of one (1) year or less as designated on the posting for said position. If the program is funded for a second year, it shall become a regular contracted position.
- 2:2.9 “Instructional Paraprofessional” as used in this agreement will refer to all bargaining unit members not supervised at the Bus Yard, except in Section 8:5.1.
- 2:2.10 “Bus Aides” as used in this agreement will refer to bargaining unit members supervised at the Bus Yard.

ARTICLE 3 FAIR PRACTICES

- 3:1 The Association agrees to represent all members of the bargaining unit fairly and equally without discrimination on the basis of race, creed, color, national origin, age, sex, sexual preference, marital status, handicap and without regard to membership or participation in or association with the legal activities of any paraprofessional organization.
- 3:2 The Board will continue its policy of not discriminating against any paraprofessional on the basis of race, creed, color, religion, national origin, age, sex, sexual orientation, domicile, marital status, disability, genetic information, veteran status, any legally protected characteristic, or membership or participation in or association with the legal activities of any paraprofessional organization.
- 3:3 The Board will neither add to nor subtract from the civil rights as related to the political activities or beliefs of any paraprofessional as guaranteed to him/her by the laws of the federal and/or state government.

ARTICLE 4 ASSOCIATION SECURITY

4:1 The employer agrees to deduct the monthly Association membership dues from the earned wages of each employee covered by this Agreement. Such deduction will be made after the employee executes the appropriate written membership form.

4:2 The Board will not be liable to its employees or to the Association for any claim arising from the application of the aforementioned provisions, except if it erred or has executed lack of good faith, or willful misconduct and such error, lack of good faith, or willful misconduct has been asserted by the Association within a period not to exceed sixty (60) days from the time the Association should or could reasonably have known of the incident.

The Association will indemnify and hold the employer harmless against any and all claims, demands, costs incurred by the District, suits and other forms of liability that will 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 collective bargaining agreement.

4:3 The Personnel Office of the District will be responsible for making each applicant aware of this article prior to hiring. The following information will be included on the pre-employment form signed by

all new employees. Employees will be given information on how to link to this information on the district website:

- Job Description and current evaluation form
- Negotiated Agreement
- Board Policy
- Employee Handbook (where applicable)

Additionally, each newly hired employee will be provided with:

- Work location
- Scheduled Hours
- Scheduled Number of Days
- Supervisor's name and contact number

4:4 If the employee leaves the employment of the District before the total amount of the dues owed to the Association has been deducted, the District will deduct the amount from the employee's final paycheck as provided for by the dues deduction authorization card and from the employees last paycheck and transmit same to the Association.

4:5 **REQUESTS FOR EMPLOYEE INFORMATION/FOIA.** The parties agree that should the District receive a request for employee information from any third-party, regarding any employees represented by the Association, through a Freedom of Information Act request or otherwise, the District shall provide prompt notice to the Association (per the contact information set forth below). "Employee information" as used herein shall include, but not be limited to, a listing of all employees, mailing addresses or other contact information, union membership and/or any other personally-identifiable information. "Prompt notice" as used in this paragraph shall mean notice within three (3) business days of the receipt of the request for employee information by the District, and shall identify the person/entity making the request and the information sought. The parties agree that the District shall not disclose employee information without first providing the notice as required under the paragraph so as to afford the Association and its represented employees sufficient time to file an objection, if appropriate. Notice pursuant to this paragraph shall be made via electronic mail and/or certified mail as follows:

Red Clay Paraprofessional Association c/o General Counsel, DSEA
4135 Ogletown-Stanton Road
Suite 101
Newark, DE 19713
(302) 366-8440

ARTICLE 5 RIGHTS OF THE PARTIES

5:1 The Board will make available to the Association, upon its request, statistics and records which are relevant to negotiation or necessary for proper enforcement of the terms of this Agreement, to the extent to which such information is in the public domain.

5:2 Administrative directives, such as notices of meetings and bulletins, which directly affect the working conditions of paraprofessionals and which relate to a substantial group of paraprofessionals will be e-mailed to the President of the Association at the time of the issuance of the directive, provided such notices or bulletins are not of a confidential nature.

5:3 Representatives of the Local, State and National Association will be permitted to transact official Association business on school property at all reasonable times provided that this will not interfere with or interrupt the program of the school district. The Association representative will obtain approval of the principal of the building or other person in charge of the building which the representative is visiting by reporting to the office. Such permission will not be refused except for just and sufficient cause.

5:4 Whenever members of the bargaining unit, including the Association President/designee (if an employee of the District), are mutually scheduled to participate in negotiations during working hours, they will suffer no loss of pay, provided that no more than five paraprofessionals are scheduled. The parties agree that negotiations, in addition to being scheduled during normal school hours, will also be scheduled after normal school hours including, if necessary, weekends and possibly vacations or holidays.

5:5 The Association will have the right to use school buildings for Association business on the same basis as other school affiliated organizations in accordance with District policy and State Law; if there is any conflict between same, then the State Law will prevail.

5:6 The Board will endeavor to keep the Association informed of any new programs, experiments, research projects, changes in programs, which directly and significantly affect persons covered by this Agreement.

5:7 The Association may use the school office and District inter-office mail system and bulletin board space for posting notices in areas readily available to employees and assigned for the dissemination of information by means of notices, circulars, or other similar materials pertaining to Association business under the following provisions:

(a) The material must identify clearly the individual(s) and/or organization responsible for the information contained therein.

(b) A copy of the material for general distribution or an opportunity to copy material being distributed must be given to the building principal or designee prior to or at the time of posting or dissemination in that building. If the material is to be distributed or posted system-wide, a copy also must be furnished to the Superintendent or designee prior to or at the time of posting or dissemination.

5:8 The Board will provide the Association with one electronic copy of this agreement and an additional 25 copies. One hard copy will be in each school office for reference.

5:9 The Board hereby agrees to grant an automatic unpaid leave of absence, not to exceed four consecutive years to the President of the Association and any employee appointed to a full-time staff position in the Delaware State Education Association, or the National Education Association. Such leaves will be granted to not more than three District employees at any time, and the leave holder will continue to accumulate seniority. Such leaves are subject fully to the laws of the State of Delaware and the rules and regulations of the Department of Education. Any employee granted such leave must yearly notify the Board in writing of his/her desire to continue such leave and such notification must reach the Superintendent no later than April 1 preceding the September 1 he/she wishes to return. Upon his/her return, he/she will be assigned to the same or a similar position to the one from which leave was granted or at least to a position in the District for which he/she is qualified.

5:10 Nothing contained herein will be construed to deny or restrict to any employee such rights as may be held under Delaware School Laws or other applicable law.

5:11 Whenever any employee is required to appear before the Board or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her position or employment or the salary or any increments pertaining to, then he/she will be given prior written notice of the reasons for such meeting or interview at least 48 hours in advance and will be entitled to consult with and have an Association representative to advise and represent him/her during such meeting or interview. Any topic not included in the letter shall not be covered at said meeting.

5:12 When an employee is requested to meet with an administrator and he/she at any time reasonably believes the meeting may result in disciplinary action, the employee may have an Association representative present. Such representative must be available within a reasonable amount of time.

5:12.1 Any complaints regarding a paraprofessional, which may result in discipline action, made to any member of the administration by any parent, student or other person shall, as soon as practicable, be brought to the paraprofessional's attention. The paraprofessional shall have the opportunity to rebut the allegations of the complaint.

5:13 Any suspension of an employee pending the disposition of charges will be with full pay and

benefits.

5:14 The Red Clay Consolidated School District Board of Education hereby reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Delaware and of the United States and including, but without limiting the generality of the foregoing, the right:

To exercise executive management and administrative control of the school system, its properties and facilities, and direct the work activities of its employees; to hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or for cause their dismissal or demotion, and to promote, place, transfer, and assign all such employees; and the exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms of this hereof are in conformance with the Constitution and laws of the State of Delaware, and the Constitution and laws of the United States. Probationary employees may be dismissed and/or demoted without regard to just cause.

5:15 Nothing contained herein will be considered to deny or restrict the Board of its rights, responsibilities and authority under the Delaware School Laws or any other national, state, county, district or local laws or regulations.

5:16 In a bona fide emergency affecting the health, safety, or welfare of the students of the District, which demands immediate action, the Board or designee may take appropriate actions.

5:17 Should a participatory management system be considered in any building in the district, the parties agree that the members of this bargaining unit will be included in the planning and implementation of the program. Should the above-mentioned system currently exist in any school the district will include members of this bargaining unit in that system. Their involvement will include all aspects of the system. The President of the Association will be apprised of any location where the system is or may be considered for implementation.

5:18 In those cases where the administration has determined that instruction will not continue in a classroom when there are unreasonable temperature conditions the paraprofessional in that classroom will move with the teacher and students.

5:19 Volunteers, and peer tutors shall not be used in lieu of persons employed in the bargaining unit for the life of this agreement.

5:20 Prior to the arrival of any new students the principal/designee will communicate to the paraprofessionals available information needed to prepare for that student. Such information shall be in accordance with State/Federal regulations within IDEA and FERPA. As additional information is received, it will be disseminated to employees in a timely manner.

5:21 The District will provide a telephone in the classroom or in an area easily accessible to the Association President. In addition, in order to effectively represent employees in their respective function, telephones will be accessible to paraprofessional representatives.

5:22 Up to fifteen (15) days leave with pay will be granted annually to the President of the Association and/or person(s) designated by the President to perform his/her official Association functions. Proper application must be followed to be released for this purpose.

ARTICLE 6 WORKING CONDITIONS

6:1 Employees will move sequentially on the salary schedule in annual increments. Employees must work more than one-half year to receive the annual increments.

6:2 If a paraprofessional volunteers to chaperone, collect tickets, or supervise a student activity before or after normal working hours, other than those covered by Extra-Pay for Extra-Responsibility Schedule, he/she will be compensated at his/her hourly rate.

6:3 No paraprofessional will be discharged, reprimanded, disciplined or reduced in any pay except for just cause. No employees shall be disciplined or reprimanded in the presence of students, parents, or other staff members. In the event that a paraprofessional is summoned by an administrator for a conference concerning the above, the paraprofessional will have the right to be represented by an association representative. Any such action will be conducted with due regard to privacy. It is understood by the parties that probationary employees will not have access to the grievance procedure to contest discharge.

6:4 (a) Health and Safety – the employer will attempt to provide proper safe and sanitary conditions for the health and safety of all employees while working and to this end.

(b) Except in emergencies, where a student is being sent home due to illness, the student, while waiting, will not normally be returned to the classroom.

6:4.1 The employer and the Association will cooperate in the enforcement of safety regulations. Employees may request gloves, masks, face shields, etc. Such requests will not be unreasonably denied.

6:4.2 Should an employee feel that a serious unsafe or unhealthy situation exists, the following procedure is to be utilized. The employee will not be expected to continue working in the unsafe or unhealthy situation until it has been corrected or declared adequately safe by a joint labor-management team.

6:4.3 The employee will report the concern in writing to his/her immediate supervisor. The immediate supervisor will meet with the employee within two (2) days to discuss the situation.

6:4.4 In the event the situation is not resolved at the first level, the Association may within three (3) days appeal the matter in writing to the Assistant Superintendent for Administrative Services or designee.

6:4.5 In the event the situation is not resolved at the level of the Assistant Superintendent, the Association may within five days appeal the matter in writing to the Superintendent or designee.

6:4.6 Crisis readiness teams will support requests for a recovery period for staff involved in crisis management (physical altercation, etc.). Recovery period options will be included in school level crisis response plans and communicated to staff at the start of each school year.

6:4.7 If an employee suffers a work-related injury, the employee shall not lose sick days up to a maximum of three (3) days provided that Worker's Compensation approves the claim.

6:5 Paraprofessional employees will not normally be expected to perform cleaning or maintenance duties as outlined in the custodial position guide. The District will provide the Association President with a copy of the custodial guide.

6:5.1 Paraprofessionals will be expected to assist with the cleaning of equipment that may be related to a student's IEP on an as needed basis. This may include: specialized equipment, instructional equipment, safety equipment, and/or therapeutic materials.

6:6 Paraprofessionals will have the right to use staff/teacher lounges.

6:7 When an employee is promoted to a higher classification within the bargaining unit he/she will be placed on the same step in the new classification as the step he/she was on in his/her former classification prior to his/her promotion.

6:8 An employee, other than those assigned as health aides, houseparents and/or night attendants, will not be required to administer medical treatment or perform nursing duties; however, in an emergency situation which requires immediate action an employee is expected to act in a reasonable and prudent manner and will be held harmless from any liability by the Board unless the employee's acts or omissions amount to gross negligence or willful misconduct.

6:9 If a paraprofessional so requests, the administration will provide him/her with a safe and secure place for counting of school moneys such as the principal's office, the nurse's office, or other locked facility. No paraprofessional will be required to transport school moneys outside the building without an escort.

6:10 No employee will be required to transport a pupil in the employee's personal automobile.

6:11 Employees will immediately report cases of injury suffered by them in connection with their employment to their principal or other immediate supervisor. Principals will report all cases of assault suffered by an employee in connection with his/her employment to the appropriate administrative authorities. The Superintendent will establish procedures to promptly inform the Association President of such cases.

6:11.1 Students who offensively touch or assault an employee will be disciplined in accordance with the Student Code of Conduct and the required state report shall be filed. Involved employees shall have the right to request a temporary separation of at least one (1) day. Every effort will be made to honor this request. During this separation, the building administrator will facilitate a restorative mediation.

6:11.2 The District shall develop procedures for handling case-by-case requests from paraprofessionals for reimbursement for personal property damaged or destroyed as a result of actions necessitated during the discharge of assigned duties unless the damage is due to the negligence of the employee. Such reimbursement shall be limited to clothing, eyeglasses, and hearing aids.

6:11.3 Paraprofessionals shall have access to and, when necessary, are expected to use the established student referral system in order to document student behavior, in accordance with the Student Code of Conduct and school policy.

6:11.4 When a referral is submitted, the building administration will take appropriate action, in accordance with the Student Code of Conduct. The employee who submitted the referral will be informed in writing within five (5) working days as to what action the administration has taken.

6:12 Employees shall not be required to function as teachers. They may be required to supervise a class in case of emergency or when the professional (normally assigned the class) is required to attend a meeting. In the event employees have to cover a class, they shall be given sufficient direction to carry out the on-going program. Employees should not be responsible for primary instruction. Unscheduled meetings during the school day shall not be in excess of 45 minutes.

6:12.1 If no substitute teacher is available, paraprofessionals may be used for that purpose; however, they shall be paid an amount equal to \$100 for a full day and \$50 for a half day above their regular rate of pay. Paraprofessionals will report incidents of substitutes not leading the class to the building principal.

6:12.2 When covering a class for 60 minutes, paraprofessionals shall receive the Instructional EPER rate in addition to their regular rate of pay. If coverage lasts longer than 60 minutes, refer to 6:12.1.

6:12.3 In the case where more than one paraprofessional is assigned to a classroom, one individual will be identified as the replacement for the teacher on a rotating basis with the most senior Paraprofessional in the classroom being first. However, it is understood 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.

It is also understood that paraprofessionals will not be used to substitute in a regular classroom.

6:13 Instructional paraprofessionals will be under the direction of the classroom teacher(s) during the time the instructional paraprofessional(s) is assigned to said teacher(s), and both the teacher(s) and the instructional paraprofessional(s) will be under the direction of the building administrator. The teacher is expected to be present except in an emergency situation; however, it is understood by the parties that when an emergency does occur, if in compliance with all laws, the paraprofessional will be provided with instructions for continuing the instructional program or supervising the students; such time should not normally exceed one hour.

6:14 Bus aides will be assigned by the following criteria which are listed in priority order:

- (a) Documented Student Need and Employee Performance
- (b) Seniority

6:14.1 Bus aides will submit in writing by June 1st each year if they wish to be considered for Special Needs runs for the upcoming year.

6:14.2 Documented student need, employee performance, and seniority shall be considered when awarding midday bus runs.

6:15 Paraprofessionals will not normally be required to take students on field trips unless under the direction of a professional staff member. Employees are expected to participate in the community-based training/activities during the school hours as needed as identified in student IEP's.

6:16 Paraprofessionals will not be required to write or develop student IEP's; paraprofessionals may participate in the development of a student's IEP. In accordance with applicable laws, employees have the right to review instructional and behavioral information, including IEPs or 504 plans, for any student for whom he/she provides instructional support. A paraprofessional responsible for assisting in the implementation of an IEP shall be permitted to provide information for his/her students(s). The paraprofessional shall provide information by attending the IEP meeting when invited by the administrator or designee, or through a discussion with the teacher prior to the IEP meeting. Any changes to the IEP and/or behavior support plan, including concerns or comments from the parents that are pertinent to the duties of the paraprofessional will be reviewed with the paraprofessional subsequent to the meeting. The teacher-para conversations will be verified on the IEP Meeting Communication Form.

6:17 Each employee will be provided with space for the storage of coats and other personal articles, as appropriate. The district will supply locks if requested.

6:18 Individual mailboxes will be provided for each employee wherever feasible; concerns will be addressed through the Liaison Committee.

6:19 The District will make every attempt to provide the materials, technology and equipment needed for an employee to accomplish his/her responsibilities.

- (a) Paraprofessionals will have opportunities to access technology for work purposes during the workday, outside of their lunch and break times. This includes, but is not limited to: checking and sending email, entering student referrals, etc.
- (b) This includes proper sanitation supplies for bus aides to assist in maintaining standards of cleanliness as determined by Transportation administration. Concerns with supplies levels should be addressed through the local association liaison process.

6:20 Nurse Aides with LPN or RN licenses, who are required to substitute for the nurse will be paid at Class B teacher substitute rate above the individual's daily rate.

6:21 Paraprofessionals may supervise students in a community setting without a professional staff member present for the purpose of reinforcing skills previously taught by professional staff members. Such supervision will involve ambulatory and non-ambulatory students.

(a) A list will be prepared by professional staff and paraprofessionals by October 1 that details the necessary staff to student ratio during community instruction. This list provides pertinent student data including student behavior support plans.

(b) Paraprofessionals who have safety concerns can request a meeting with administration and Association representation to discuss these concerns.

(c) Professional staff and paraprofessionals will also jointly decide how many students may safely be assigned to each paraprofessional who will supervise them in the community setting.

(d) Where paraprofessionals and teachers disagree regarding (a) and/or (b), the school administrator

will make the final decision.

6:22 Employees hired as health/instructional and or health aides shall be given fifteen (15) minutes per day to perform the necessary paperwork required of their position.

6:23 The Board and the Association agree that Special Education caseloads are based on a variety of factors and are an important part of an effective educational program.

- (a) If within a School there is an issue among paraprofessionals regarding caseload equity, the Principal and/or designee will meet with the paraprofessional and RCPA representative to attempt to resolve the concern.
- (b) If the issue remains, the paraprofessional, representative, and the School Principal (or designee) will meet with the Supervisor of Special Services to attempt to resolve the issue.
- (c) If the issue remains, the paraprofessional will be provided the rationale in writing as to why there has been no resolution.

6:24 When an employee requests assistance with lifting, they will receive assistance.

ARTICLE 7 EVALUATION AND PERSONNEL RECORDS

7:1 Each new paraprofessional will be evaluated in writing by his/her administrator. All paraprofessional evaluations will be conducted openly and with knowledge of the employee and should note both deficiencies in his/her performance and improvements; they will be completed by June 1. The evaluation will be discussed with the paraprofessional and the employee will sign the evaluation before submission to the appropriate office for filing. Such signature will indicate only that the employee has read the material and does not necessarily indicate agreement with its contents. One copy of the signed evaluation will be given to the employee at least 24 hours before any conference to discuss it; and one copy will be placed in the District's personnel file pertaining to the employee.

7:1.1 A paraprofessional who wishes to disagree with the evaluation must do so in writing within ten (10) school days after receipt of the evaluation or the conference, whichever is later, to discuss it. Such rebuttal will be attached to the evaluation prior to it being submitted to the appropriate office for filing.

7:2 The Liaison Committee will as part of their responsibility review the current evaluation document and procedure and make recommendations to the Superintendent for consideration.

7:3 Personnel Records

7:3.1 District personnel files will be maintained in the Personnel Services Office. Evaluation or derogatory material which is not contained in the employee's official personnel file may not be used in a proceeding against the employee.

7:3.2 Every employee will be entitled to knowledge of an access to supervisory records and reports which are maintained in the official District Personnel File with reference to evaluation of his/her performance in the school district.

7:3.3 Employees will also have the right, upon reasonable request, to review the contents of the District Personnel File pertaining to them, except for material considered to be confidential. Confidential materials will be defined as placement papers, transcripts, references, interview records, and similar materials gathered in connection with the employee's application for a position in the District.

7:3.4 The Personnel File will not be taken from the office by the employee and will be examined in the presence of the Superintendent or designee. Employees may receive copies, without charge, of up to ten (10) pages of non-confidential documents filed in the Personnel File prior to the effective date of this Agreement and copies at their own expense of non-confidential documents filed thereafter. The employee may have an Association representative present during such review.

7:3.5 No material derogatory to the employee's conduct, service, character, or personality will

be placed in the files without the employee's knowledge. The employee will acknowledge that the employee has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that the signature merely signifies that the employee has read the material to be filed and does not necessarily indicate agreement with its content. Should the paraprofessional refuse to sign such a document, a representative of the district and a representative of the Association will sign, as a witness to that fact, and the material will be placed in the file, the absence of the paraprofessional's signature notwithstanding. She/he will also receive a copy of the material. The employee will have the right to answer any material filed and the paraprofessional's answer will be attached to the file copy.

7:3.6 An employee may request, in writing, to the personnel officer that material he/she deems unfavorable be removed from his/her personnel file. The employee will be notified, in writing, of the disposition of his/her request.

ARTICLE 8 SENIORITY, LAYOFF AND RECALL

8:1 The term seniority as used in this Agreement will be calculated as the length of continuous service, in a paraprofessional position, in the District or the New Castle County School District.

8:1.1 Seniority will be calculated as full-time equivalents, except for the bus aide classification. When moving from a part-time to a full time position seniority will be calculated as full time equivalents, except for the bus aide classification who will receive one year of seniority for each year of continuous service.

8:1.2 Full time credited service towards seniority will be awarded to those paraprofessionals who work twenty or more hours a week in the same classification. In the event an employee works less than twenty (20) hours a week in a single classification, but works twenty (20) hours or more a week in more than one classification, such employee will be placed on the part-time seniority roster in the higher classification in which he/she works.

8:2 The Personnel Office will annually publish a list of all employees by classification in seniority order. This list will be posted in each building by January 15 of each year. Employees who wish to appeal their placement on this list must do so in writing to the Personnel Office before February 1 of the year the list is published. A final list will be posted by February 15 each year. An employee's failure to question prior to February 1 his/her placement on the first posted list, will preclude the assertion of incorrect placement in challenging any subsequent actions having to do with seniority. Once an appeal has been adjudicated, no further appeals for the same reason will be honored.

8:3 An employee will lose his/her seniority and all rights thereto under this Agreement for the following:

- (a) Resignation or discharge for just cause (and the discharge is sustained).
- (b) Retirement.
- (c) Failure to return to work from a leave of absence or failure to notify the District of intent to return to work within the specific time requirements.
- (d) Failure to respond to proper recall notice or laid off for more than two (2) years.

8:4 Probationary Period

8:4.1 New employees will serve a probationary period of sixty (60) work days with an additional thirty (30) work days upon written notification to the employee containing reasons for extension.

8:4.2 Upon satisfactory completion of the probationary period the employee's seniority will be established as the date of hire.

8:5 Layoff

If a reduction in force is necessary beyond normal attrition, the Superintendent will determine the number of positions that will be reduced, as well as the date such reductions are needed and will apprise the involved employees and the President of the Association of this information by August 15 of each year.

This notification shall be sent prior to the effective date of such reductions.

8:5.1 For seniority, layoff, and recall purposes, the following classifications will be utilized:

§ Meadowood Instructional Paraprofessional

§ Instructional (Title I, Personal Support Paraprofessionals, Bilingual, and Nurses Aides, Special Education ILC)

§ Service Paraprofessionals

§ Bus Aides

Each of the classifications, except bus aides, will be divided into a full-time list and a part-time list. The procedure which follows will be applied separately within each classification and each classification will be treated as discrete and independent of each other.

8:5.2 Upon notification that his/her full-time position has been identified for elimination, an employee will be given the opportunity to fill any open position in the bargaining unit for which he/she is qualified. If an employee does not elect to fill an open position in the bargaining unit, the employee will remain on the recall list for their specific classification only.

8:5.3 Any employee who elects to fill an open position in the bargaining unit rather than elect to be laid off shall be placed in the position for an initial period of sixty (60) days with an additional thirty (30) days upon written notification to the employee containing reasons for extension. If during this period either the District or the employee determines that neither is satisfied with the placement based on reasonable criteria, the employee will leave the position and be placed on the recall list in accordance with Section 8:6 of this Article.

8:5.4 Sections 8:5.2 and 8:5.3 do not pertain to the classification of bus aides. Bus aides will be laid off according to the following:

(a) Upon notification that his/her position has been identified for elimination an employee will be given the opportunity to assert his/her seniority by being granted a transfer to an open position or select layoff;

and

(b) In the event there are no vacant positions, an employee whose position has been identified for elimination may bump, if his/her seniority allows, the least senior employee or select layoff.

8:6 Recall

8:6.1 Full-time employees will be recalled in inverse order of layoff to full-time positions in the classification from which they were laid off provided they are qualified to perform the duties of the job to which recall is being made.

8:6.2 Section 8:6.1 does not pertain to the classification of bus aides. Bus aides will be recalled in inverse order of layoff.

8:7 The Human Resources Office will contact employees from the recall list by both email and phone numbers provided by the employee. Failure of the employee to respond within 48 hours will relieve the Board of any further obligation to offer re-employment. A copy of the email will be sent to the Association President. Employee must report to work within ten (10) workdays of agreement to return.

8:8 Employees who are laid off will be automatically placed on the recall list for a period equal to their length of service but not to exceed two years. To remain on the recall list for a second year the employee must respond to the written notification sent to him/her by the District at the end of the year. Failure to respond to that notification in writing will eliminate the employee from the recall list.

8:9 An employee on the recall list who exercises his/her seniority by accepting a temporary position will not surrender his/her right to a regular position. The employee may be placed in a regular position before completion of the temporary employment with administrative approval. The employee will remain

at his/her appropriate position on the recall list while occupying a temporary position.

8:10 Time lost by an employee laid off under provisions of this article who is subsequently recalled under provisions of this article will not be considered to interrupt continuous service; but such time will not be counted toward additional service or be a criterion for pay, or other benefits as set forth in this Agreement.

8:11 Employees on Board approved leaves of absence will be subject to all provisions of this article.

8:12 Employees who are eligible for recall must keep the Personnel Office informed in writing of any changes in their address and telephone number.

8:13 Employees who resign or have been dismissed for any reason other than reduction in staff are not subject to provisions of this article.

8:14 Nothing in this article will apply to an individual on a temporary contract or in any way serve to extend the employment of such individual except as provided in Section 8:9. Temporary employees who have satisfactory evaluations may be considered for re-hire should vacancies occur for the following year.

8:15 The parties agree that as long as there are persons on a recall list, regular vacancies will be filled by using the recall list for such classifications rather than the procedures in Article 9.

ARTICLE 9 TRANSFERS AND PROMOTIONS

9.1 When a vacancy occurs within the bargaining unit, the position will be posted on the District Human Resources section of the Red Clay website (<http://redclay.schoolwires.net/>) and the bargaining unit will be notified via email. All voluntary requests will be considered first as specified in 9:3. If the process as outlined in 9.3 below fails to produce a replacement, the position may be filled with an outside applicant. The Association President will be notified of all new hires.

9:2 The written notice of vacancy will contain:

- (a) type of vacancy;
- (b) position description;
- (c) location;
- (d) starting date;
- (e) qualifications;
- (f) salary;
- (g) other relevant information, and
- (h) number of hours.

9:2.1 The written notice set forth for a particular position will not be substantively changed after posting. In the event of substantive change the notice will be withdrawn and if necessary reposted.

9:3 Any employee interested in transferring to a different building shall have the opportunity to fill out a voluntary transfer form electronically at any point throughout the school year and an electronic confirmation of receipt will be sent to the employee. The voluntary transfer forms will be filed electronically by desired building and in alphabetical order and kept until the last student day. A new transfer form must be filled out every school year. If a vacancy occurs within the bargaining unit in a particular building, Human Resources staff will review the transfer forms on file using the following criteria listed according to priority and make a selection:

- (a) Documented student needs
- (b) Qualifications based upon evaluations, experience and additional training
- (c) Seniority; and
- (d) In filling positions within the bargaining, unit, when the qualifications listed are substantively equal, and where the requirements of the District's affirmative action plans do not dictate to the contrary; the successful candidate for the transfer will be the most senior candidate.

9.3.1 An offer will be made to the employee meeting the above listed criteria. Said employee shall have the opportunity to accept or decline that open position. If she/he declines, another

selection will be made based on the criteria above and so on until the position is filled. The Association shall have the right to review the transfer requests at any point throughout the year and shall be notified when a voluntary transfer has occurred.

9:4 In the event two or more employees have the same length of service, the following criteria will be used in the order numbered as tie-breakers and utilized in determining the most senior candidate:

- (a) Total length of service in New Castle County
- (b) Total length of state service
- (c) Length of time served as substitute in the District
- (d) Lottery.

9:5 If an employee is denied a transfer, he/she will be advised in writing and will be given written reasons upon request of the employee.

9:5.1 An employee must have six months service in the District to be eligible to apply for transfer.

9:6 Involuntary Transfers

An involuntary transfer shall be a transfer initiated by the District to a position outside of an employee's current building or classification.

9:6.1 Although the Board and the Association recognize that the frequent involuntary transfer(s) of employees may be disruptive to employees, they also recognize that such transfers are sometimes necessary.

9:6.2 (a) At least ten (10) calendar days notice of proposed involuntary transfers will be given to the employee involved upon knowledge that such transfer is necessary except in an emergency which requires immediate action.

(b) At least ten (10) calendar days notice of proposed involuntary transfers will be given to the employee involved if the transfer is to take place between June 30 and August 1.

9:6.3 An employee may request a meeting with his/her supervisor or designee to discuss the transfer and may be accompanied at the meeting by an Association representative.

9:6.4 Employees will not be involuntarily transferred to other than existing vacancies in their classification except as organizational needs and legal requirements dictate provided that such involuntary transfers are within the same classification.

9:6.5 Where transfers are deemed necessary and such transfers are involuntary, the least senior employee in the affected classification will be transferred unless the sending or the receiving school's operational needs require a particular employee's experience and qualifications or where it is necessary to satisfy the requirements of law, court order, or affirmative action programs.

9:6.6 An involuntarily transferred employee transferred from one classification to another will be given, operational needs permitting, the option to return to his/her original classification at the end of the year if he/she requests in writing by April 1.

9:6.7 Employees working in the Meadowood program will remain in their current building assignment unless the employee requests a transfer, or the building administrator defines for the employee reasons for the transfer. In the event the entire building program is to be relocated, all employees will follow the program to the newly assigned building.

9:7 It is understood by the Association that nothing set forth in this article will prohibit the Board from simultaneously seeking candidates from outside the bargaining unit for vacancies; however, it is understood by the Board that where an individual in the bargaining unit has substantively equal qualifications, the employee within the bargaining unit will receive the appointment.

9:8 The decision of the Superintendent as to filling vacancies will be final under all circumstances except in the event the provisions of Article 9 have not been adhered to or the Association can clearly demonstrate that the Superintendent in the decision has applied the criteria in an arbitrary and/or inequitable manner, the decision of the Superintendent regarding transfers and promotions will be subject to the grievance procedure set forth herein.

9:9 Vacancies outside the bargaining unit will be posted for employees in the bargaining unit, so that they may have the opportunity to apply for such positions if they so desire; however, nothing in this Agreement will apply for the purpose of filling such vacancies; and the decision of the Superintendent regarding positions outside the bargaining unit will not constitute a proper subject for the grievance procedure set forth herein.

9:10 Administrative Vacancies

When the Superintendent establishes a committee for the selection of a building administrator where at least five (5) paraprofessionals are employed, they will be given an opportunity to participate in the procedure.

No more than two (2) paraprofessionals appointed by the President of the Association shall serve on a screening committee assembled to interview candidates for vacancies in said buildings.

9:11 In the event of school closing, school openings, or grade relocations, the parties will meet to develop a mutually agreeable plan for the assignment of paraprofessionals to the new locations.

9:12 If changes are made within a building/program, the paraprofessional may request a meeting to discuss the reasons for the reassignment.

ARTICLE 10 HOURS OF WORK AND PREMIUM RATES

10:1 It is understood the employer will establish hours of work for employees based upon the need for the services of the employees. With that understanding, the Board agrees not to reduce the hours of those regular full-time employees currently employed as of the first of the month following the ratification of this Agreement by both parties; this does not preclude the Board from reducing the number of paraprofessionals as long as the sole purpose is not to reduce hours of employment by offering re-employment on a reduced basis. It is also agreed that any employee who is laid off and recalled or any employee hired after the first of the month following ratification of this Agreement by both parties will not be subject to this article.

10:2 The employer reserves the right to reasonably modify starting and quitting times of employees. The employer will normally notify the employee(s) involved at least seventy-two (72) hours in advance of such change; however, in the event of an emergency the employee(s) will report as requested without regard to the aforementioned seventy-two (72) hours notice.

10:3 Work Year

10:3.1 (a) The work year for instructional paraprofessionals will be no less than 180 and not more than 185 days per year inclusive unless a specific school program requires more or less days and the employee is hired with that understanding. The work year for bus aides will be equal to the number of student days reflected on the District calendar.

(b) The District will prepare a school calendar for the employees of this bargaining unit. Said calendar will specify all paraprofessional work days including the Bus Aide In-service Days and student days. It will be distributed to paraprofessionals at the same time it is distributed to teachers. Bus Aides will be paid at their regular rate for the mandatory in-service days.

10:3.2 If the state should mandate a longer or shorter work year, the parties will meet to renegotiate the effects of that change.

10:4 Work Week

The normal workweek will be Monday through Friday; however, the parties recognize that on occasion other schedules may be necessary and may be implemented provided:

(a) any alternative to the Monday through Friday schedule will be timely discussed with the Association before it is implemented.

(b) all time worked on any Saturday will be paid at the rate of time and one-half and any work on Sunday will be paid at the rate of double time.

(c) the development of a variable schedule will not increase the work load of employees on the regular Monday through Friday schedule.

10:5 Work Day

10:5.1 (a) The workday for employees will be exclusive of lunch between the hours of 10:30-1:30. During the workday paraprofessionals scheduled to work 6 hours or more daily will receive two 15-minute breaks as scheduled by their administrator. Paraprofessionals scheduled to work 4 or more continuous hours, but less than 6 hours daily will receive one 15-minute break as scheduled by the administrator.

(b) The length of the paraprofessional work day shall be in accordance with State Law and in accordance with the terms and conditions of this Collective Bargaining Agreement. The length of the paraprofessionals work day, however, shall not start before the beginning of and shall not end after the end of the teacher work day.

10:5.2 If the State should mandate a longer work day, the parties will meet to renegotiate the effects of that change.

10:6 Employees who are required to work more than thirty-seven and one-half (37 1/2) hours per week will be paid one and one-half (1 1/2) times the regular hourly rate of pay for each hour worked beyond thirty-seven and one-half (37 1/2) hours.

10:7 All paraprofessionals (as identified in 8:5.1) shall be allowed to fill positions requiring work in excess of 185 days for which he/she is qualified as follows:

- (a) voluntary basis to employees within the special school;
- (b) if no one volunteers, the positions will be advertised within district;

(c) If there are no qualified applicants for the positions, employees within the classification will be assigned these positions on a rotating basis with the least senior qualified person being assigned first. Notification of such involuntary assignment will be by June 1.

Any employee who fills the position above will be continued at their normal rate of pay.

(d) The District and the Association agree that attendance is important for employees who are working in the summer program. The District agrees to send a letter to all employees who apply to work in summer school that if they miss more than one (1) day for non-legitimate reasons or receive an overall unsatisfactory evaluation for the year, that person may not be allowed to work in summer school.

10:8 Whenever possible, all notices to delay or cancel school openings will be transmitted no later than 6:00 a.m. for announcement over radio stations, WILM, WDEL/WSTW, WNRK and WJBR, email and via School Messenger as well as State and District website postings. In the event of delayed openings, employees are expected to arrive at work as early as possible, taking into consideration the reasons for the delay, hazardous conditions and the distance of travel.

10:9 When schools close early for emergency conditions, employees may leave as soon as the students are safely loaded on the buses. However, if the late arrival or departure of buses causes an employee(s) to go beyond the permitted time for all other employees to leave the administrator will remain with the students releasing the paraprofessional for the day.

10:9.1 In the event that the employee work day is canceled, employees will be so notified according to district procedure as soon as possible.

10:9.2 In the event that inclement weather or similar circumstances cause school openings to be delayed, paraprofessional employees shall be expected to arrive at work as early as possible, taking into

consideration the reasons for the delay, the distance traveled and the hazards involved. In the event that the employee workday is canceled, employees shall be so notified according to District procedure as soon as possible and under normal circumstances no later than one hour before their scheduled arrival time.

10:9.3 In the event of an unexpected school closing (including during the summer session), paraprofessionals are required to work for the remainder of the day in designated locations. Anyone who does not complete the day will be reduced in pay proportionately. It is understood that in an extreme emergency, the administration may dismiss all staff members without a loss of pay.

10:10 Faculty Meetings

- (a) Instructional paraprofessionals may choose to attend seven (7) faculty or afterschool PLC meetings during the school year.
- (b) Using the "Attendance Form" (Appendix D), a paraprofessional shall have his/her building administrator sign, confirming attendance at the faculty meeting or PLC. The paraprofessional must secure the administrator's confirming signature on the Attendance Form prior to leaving the faculty meeting.
- (c) At the conclusion of the school year, the paraprofessional shall present the Attendance Form to his/her administrator and secure a final signature confirming attendance at seven (7) faculty/PLC meetings.
- (d) Upon confirmation that a paraprofessional has attended the requisite seven (7) faculty meetings, the paraprofessional's attendance on the last work day in June shall be waived.
- (e) The building principal, or designee, and the paraprofessional shall each maintain a copy of the completed Attendance Form.
- (f) Faculty meeting attendance cannot also be used as "buyback" or banked hours for any other attendance incentive program such as in-service time or snow days.
- (g) In those instances where a paraprofessional fails to complete the requirements noted above, attendance at any faculty meeting will be considered voluntary by the paraprofessional.

10:11 Bus Aides will submit to random drug and/or alcohol screening, as outlined in Delaware Regulation Administrative Code Title 14 Chapter 1100 Section 1150 8:1.4. Each time an employee is required to submit to testing, the employee will be compensated for 1.5 hours of additional pay at their regular hourly rate. If the time an employee spends at the testing site (including travel time) exceeds 1.5 hours, the employee may request adjusted compensation by appealing in writing to the Manager of Transportation. The employee may be expected to provide documentation supporting their request.

10:12 In order to improve the attendance rate of all employee groups to prevent abuse of sick leave provisions, administrators will use the following procedures:

1. Administrators will notify the entire staff that they will be reviewing absences on a periodic basis.
2. Administrators will inform the entire staff that individuals will be counseled for unusual absenteeism patterns, or high absenteeism, on an as needed basis.
3. Administrators will inform the entire staff that written medical excuses will be required when, in their opinion, it is deemed necessary.
4. Employees are to be informed that abuse of accrued sick leave can result in disciplinary action, which may include termination. Questions about the information contained in this administrative memorandum should be directed to the Director of Human Resources.

ARTICLE 11 GRIEVANCE PROCEDURE

11:1 A grievance will 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 Administrative rules and regulations relating to salaries, employee benefits and/or working conditions have been violated, misinterpreted or misapplied, resulting in the abridgment of rights granted to the employee by such documents or by the Association that its rights under the Agreement have been violated.

11:1.1 A Grievant is the employee, employees, or organization who files a grievance as provided for under this Agreement.

11:1.2 A class grievance is a grievance filed by the Association which asserts an effect on a group or class of employees. Any such grievance will contain sufficient information to clearly identify the aggrieved employees.

11:2 The Association and the Board encourage informal resolution of differences and they agree that, to the extent appropriate at each level grievance proceedings will be kept informal. Both parties agree that these proceedings, if utilized, will be kept confidential, except that the Board will provide the Association with copies of all grievances and written decisions at each level.

11:3 Days as used in this article will mean workdays except when a grievance is submitted between May 1 and the close of the academic year the time limits will consist of business days so that the matter may be resolved before the close of the academic year or as soon thereafter as possible.

11:4 Timeliness

11:4.1 All grievances to be considered under Article 11 must be initiated in writing at Step One within fifteen (15) days from the time of the incident giving rise to the grievance or the time the employee or the Association should or could reasonably have known of the incident.

11:4.2 Claims under this Agreement, including back wages, will be valid for only the fiscal year in which the grievance was first filed in writing with the employer.

11:5 Grievances will be presented and adjusted in accordance with the following procedure:

11:5.1 Step One:

The employee having a grievance, complaint, or problem may meet with the principal or supervisor with the objective of resolving the matter informally. The employee may be accompanied by an Association representative. In the event the matter is not resolved informally and the matter is a proper subject for grievance under the definition set forth herein, a written grievance may be lodged by the employee with the principal or supervisor within fifteen days from the time the grievance arose. The grievance will set forth the nature of the grievance, the remedy sought and the specific provisions of the Agreement, written rule or regulation, or written policy alleged to have been violated and will state whether informal discussions were held. No grievance may be changed after the decision at Level I; however, the grievance may be amended with respect to the cited policy, rule or regulation following the decision rendered at Level I of the grievance procedure if the response indicated an improper citation was used in filing the grievance rather than responding to the grievance on its merits and will be considered timely filed if resubmitted at Level I within ten days of the initial response.

11:5.2 Step One:

(a) The grievance will thereafter be discussed with the principal or supervisor.

11:5.3 Step One:

(b) Within five (5) days after receiving the grievance, the principal will communicate the decision in writing to the employee who lodged the grievance and the appropriate Association representative.

11:5.4 Step Two:

Within five (5) days after receiving the decision of the principal the aggrieved employee, through the Association, may appeal in writing from the decision at Step One to the Director of Human Resources. Within five days of receipt of that appeal, the Director of Human Resources will meet with the Grievant and the Association representative to attempt to resolve the grievance. The Director of Human Resources will communicate a decision and reasons therefore in writing to both the Grievant and the Association

within five (5) days after the date of the meeting.

11:5.5 Step Three:

If the Grievant is dissatisfied with the decision of the Director of Human Resources, within five (5) days of that decision the aggrieved employee, through the Association, may appeal the grievance in writing to the Superintendent. The Superintendent or designee will meet with the Grievant and Association representative within five (5) days to attempt to resolve the grievance and will communicate the decision and reasons therefore in writing to both the Grievant and the Association within ten (10) days after the date of the meeting.

11:6 Submission to Arbitration

11:6.1 The decision of the Superintendent (or designee) will finally determine the matter unless the Association notifies the Superintendent in writing with fifteen (15) days of receipt of the decision of a demand for arbitration which will state in reasonable detail the nature of the dispute and the remedy sought.

11:6.2 Where the Association files a timely demand for arbitration, Representatives for the Association and District shall confer to select an arbitrator. In the event that the parties are unable to agree, the selection of an arbitrator shall be within thirty (30) days through the Public Employment Relations Board (PERB) and the parties will then be bound by the rules and procedures of the PERB in the selection of an arbitrator. The Association will represent the grievant at the arbitration hearing.

11:6.3 No claim will constitute an arbitral matter or be processed through arbitration if it pertains to:

- (a) a matter where a specific method of remedy or appeal is specifically prescribed by law;
- (b) any specific rule or regulation of the Department of Education; however, failure to equitably apply such rules or regulations may be arbitral;
- (c) any matter which according to law is either specifically beyond the scope of Board authority or which the Board may not specifically delegate; and
- (d) dismissal of a probationary employee.

Items (a) through (d) above, although not arbitral, will be appealable through the grievance procedure, within fifteen days of the Superintendent's decision to the Board, which will at its option, hold a hearing concerning the matter or determine the matter on the basis of the written record. The Board will render its decision within thirty (30) days of the date of the filing of the appeal to the Board.

11:6.4 Appeal to arbitration where other procedures of appeal are available will operate as a waiver of any such alternative method of appeal, and such appeal will be signed by the Association and the employee involved.

11:6.5 The appeal to arbitration will state in reasonable detail the nature of the dispute and the remedy requested.

11:6.6 If the Superintendent disagrees as to the arbitrability of the dispute, he/she will convene a meeting within ten (10) days with the President of the Association in an effort to resolve the differences between the parties.

11:6.7 If the disagreement over arbitrability persists, the arbitrator appointed under the procedures set forth herein will rule upon the question of arbitrability prior to hearing the merits of the dispute in question. If the matter is deemed arbitral, the arbitrator will then proceed to hear the dispute on its merits or schedule a subsequent hearing if requested by either party.

11:7 Procedure

11:7.1 The party to this Agreement desiring that the matter be arbitrated will serve a written demand for arbitration upon the other party.

11:7.2 The arbitrator will schedule a hearing at a time and place convenient to the parties and

will issue a decision to the Board and the Association no later than thirty (30) calendar days after the hearing. The arbitrator's decision will be in writing and will set forth the findings, reasoning and award on the issues submitted.

11:7.3 The arbitrator's written decision will not amend, modify, nullify, add to or subtract from the provisions of the Agreement. The decision must be based solely and only upon the arbitrator's interpretation of the meaning or application of the express provisions of the Agreement.

11:7.4 The decision of the arbitrator will be binding upon the parties.

11:8 Costs of Arbitration

11:8.1 The costs for the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expenses and the cost of the hearing, will be borne equally by the Board and the Association. Any other expenses incurred will be paid by the party incurring them.

11:9 Miscellaneous Provisions

11:9.1 All grievances should be processed as rapidly as possible; the number of days indicated at each level will be considered a maximum and every effort will be made at each level to expedite the process; however, the specified time limits may be extended by mutual written agreement.

11:9.2 Except where there has been an agreement to extend the time limits, failure at any step of the grievance procedure to communicate the decision within the specified time will constitute authority to proceed to the next step, and failure to proceed to the next step within the specified time will constitute acceptance of the decision rendered at that step.

11:9.3 The Association will process all appeals and receive copies of all decisions concerning grievances.

11:9.4 A representative of the Association will be permitted to participate in all grievance meetings. Additionally, representatives of the Association will be permitted to participate in all grievance meetings after Step One. The Board may be represented at all steps by a number of personnel equal to the number appearing on behalf of the Association, including the Grievant.

11:9.5 Meetings or hearings at any level of the grievance procedure may be waived by mutual agreement of the parties.

11:9.6 If, in the judgment of the Association, a grievance affects a group or class of employees or the Association, the grievance will commence at a step appropriate to the occasion giving rise to the grievance.

11:9.7 Grievances relating to suspension or discharge may be initiated at Step Two of the grievance procedure.

11:9.8 Where grievance proceedings are mutually scheduled by the parties during work time, persons who are properly present will suffer no loss of pay.

11:9.9 The filing or the pendency of a grievance will in no way operate to interfere with the right of the Board to take the action complained of, subject to the final decision in the grievance.

11:9.10 Notwithstanding the pendency of a grievance, employees will continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined; however, employees will not be required to work under unsafe or hazardous conditions.

11:9.11 Whenever the terms Director of Personnel Services or Superintendent are used in this article, it is understood by both parties that a designee may be named to act on behalf of such individuals.

11:9.12 No documents, communications, or records which are developed in connection with the processing of a grievance will be filed in the employee's personnel file.

ARTICLE 12
NO STRIKE - NO LOCKOUT PROVISION

12:1 The Association agrees that during the period of this agreement, it will not, nor will any person acting in its behalf overtly cause, authorize, or support a strike arising as a result of disputes over interpretation of this Agreement or any other matter over which the Board has jurisdiction. The Board also agrees that it will not offensively lockout employees for the duration of this Agreement.

ARTICLE 13
LIAISON COMMITTEE

13:1 A Liaison Committee composed of four representatives named by the Association and four administrators named by the Superintendent will meet, normally on a monthly basis during the year, to review and discuss what it believes to be contractual concerns as well as concerns given to it by paraprofessional employees of the District. When it is mutually agreed that meetings will be held during the work day, release time will be provided.

13:2 An issue(s) originating in a building will be discussed with the appropriate principal by the employee or an Association representative before the issue(s) is discussed by the Liaison Committee. To that extent and where applicable, the Liaison Committee will mutually agree upon a time and date to meet when there is one or more issues to discuss.

13:3 The Liaison Committee will not consider matters which are more properly subjects for the grievance procedure as outlined in Article 11.

13:4 In addition to the above meetings, three representatives of management from the Liaison Committee designated by the Superintendent or designee three Association representatives will normally meet on a monthly basis with the Superintendent or designee to discuss matters and problems affecting employees generally as well as matters relating to the implementation of this Agreement which have not been resolved at the Liaison Committee.

13:5 The Liaison Committee will meet within thirty (30) days of the ratification of this Agreement to review the job descriptions and evaluation tool and evaluation procedures for the purpose of making recommendations for changes to be considered. Implementation shall normally be no later than three months after any approved change; the goal being to have any approved changes ready for implementation prior to September 1 of a given year. Job descriptions and evaluation instruments current as of the ratification date of this agreement will appear in an Appendix.

ARTICLE 14
SALARIES AND EMPLOYEE BENEFITS

14:1 The salaries of all employees covered by this Agreement will be the salaries as prescribed by 14 Del. C, Chapter 13, calculated at an hourly rate plus a local supplement set forth in Appendix A which is attached hereto and made a part hereof.

14:2 Employees may elect to have their paychecks deposited to their accounts by the District in any New Castle County Bank which agrees to accept such deposits in accordance with procedures established by the District.

14:3 The Board will make payroll checks available to employees on the day designated by the State or within twenty-four (24) hours of receipt by the District, whichever is later.

14:4 Fringe Benefits

14:4.1 Beginning September 1, 2007, employees working 30 hours per week will be eligible to receive a local supplement toward the cost of ~~Blue Cross/Blue Shield/HMO or other~~ qualified medical coverage provided by the State through participation in the State of Delaware Group Plan, up to the limits provided by the following schedules. In no event will the members of this bargaining unit receive less in fringe benefits than those received by members of the teacher bargaining unit.

Effective 9-1-08 Type of Coverage

Individual	\$ 57.48
Employee & Children	84.30
Employee & Spouse	88.14
Family	132.84

In the event that the total cost of coverage exceeds the amount provided to an employee through the State Plan and through the local supplements provided above, such employee will have the option of paying the difference, either by using the Fringe Benefit Stipend or by payroll deduction. In no case will the District's local contribution exceed the maximum limits stated above.

14:4.2 In addition to Blue Cross/Blue Shield/HMO, full-time employees will be provided with a Fringe Benefit Stipend. This stipend may be used to pay for employee participation in any of the following fringe benefit plans: Life Insurance, Disability Insurance, Dental Insurance, Prescription Insurance, Blood Bank, Blue Cross/Blue Shield/HMO. In the event that the total cost of benefits selected by an employee exceeds the Fringe Benefit Stipend provided, the employee will pay the additional cost through payroll deduction.

14:4.3 Beginning September 1, 2007, in addition to Blue Cross/Blue Shield/HMO, full-time employees will be provided with a Fringe Benefit Stipend of up to \$160 per month (annually \$1920).

14:4.4 Employees who work 20 hours per week or more but less than 30 hours per week will receive one-half of the local supplement set forth in Section 14:4.1 for use toward the cost of Blue Cross/Blue Shield/ HMO coverage and one-half of the Board stipend in Sections 14:4.2 and 14:4.3 for use toward the cost of other benefits available.

14:4.5 Employees who work 10 hours per week or more but less than 20 hours per week will receive one-fourth of the local supplement set forth in Section 14:4.1 for use toward the cost of Blue Cross/Blue Shield/HMO and one-fourth of the Board stipend in Sections 14:4.2 and 14:4.3 for use toward the cost of other benefits available.

14:5 Wilmington Wage Tax

Employees who work in the City of Wilmington, but are not residents, based on the employee provided address on file, who as a result are required to pay the city wage tax, shall be reimbursed the amount paid. Such reimbursement on the previous tax year total shall be paid to the employee by the first day of March. Employees that provide proper notice of resignation or retirement shall have their reimbursement calculated and included in their final paycheck.

ARTICLE 15 STAFF DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

15:1 The Board and the Association recognize the obligation of employees to participate in staff development programs for the improvement of employee performance. Each employee who participated in in-service programs at the District level will be given an opportunity to evaluate such programs.

15:2 (a) Paraprofessionals will be permitted to attend District and Building in-service programs for teachers that occur outside of the para professional workday if space is available. Employees who attend such building in-service would be paid for said participation for only those programs for which teachers are entitled to be paid.

(b) The District agrees that the Association President shall send two representatives to the current district wide in-service and/or professional development committee. This shall be for the purpose of participating in discussions and keeping paraprofessionals informed regarding upcoming in-service offerings.

15:3 If the Board requires an employee to attend any workshop or conference, the Board will pay the full cost of necessary expenses as follows:

(a) Travel by private automobile will be reimbursed at the State mileage rate plus tolls if

applicable. Travel by commercial carrier will be coach class or the equivalent thereof except that the Board may approve other than coach class on an ad hoc basis.

(b) Reimbursement for meals and lodging will be at the rate established or approved by the Board.

(c) Where travel, meals and lodging are approved and the employee elects to commute, such reimbursement will be no greater than the cost of round trip transportation, meals and lodging.

(d) Alternative financial arrangements to those set forth herein will be by mutual agreement of the Board and the employee.

15:4 At least the equivalent of two in-service days shall be provided for all paraprofessionals unless otherwise agreed to by both parties. This provision is contingent upon availability of state or local funds.

15:5 A staff development committee will be formed to make recommendations for training/professional development programs. The committee will be comprised of representatives selected by the Association and representatives selected by the District. The committee shall meet annually. When it is mutually agreed to hold a meeting during the work day, release time will be provided.

15:5.1 The committee will provide offerings including but not limited to: behavior prevention, IDEA laws and regulations, how to read a Behavior Support Plan (BSP), the Student Code of Conduct and how discipline is applied, specific disability categories, proper lifting techniques.

15:6 The District will provide up to \$10,000 in Local funds each year for tuition reimbursements, with a maximum of \$6000 per combined summer/fall semester and \$4000 for spring semester for an employee. The course(s) must be directly related to the education profession and subject to the approval of the Superintendent or his/her designee. Reimbursement will be processed two times per year, in February and July.

15:7 All paraprofessionals hired after July 1, 2021 shall participate in New Hire Orientation.

15:7.1 The Association and the District will work collaboratively through the staff development committee to plan and establish dates, times, agendas, etc. for the New Hire Orientation.

15:7.2 Time will be provided at the New Hire Orientation for the Association to present information and materials.

15:8 A mentoring program for paraprofessionals new to the District will be established.

15:8.1 Mentors will receive a \$100 annual stipend for each protégé. Lead Mentors will also receive an annual stipend of \$125. Mentors will need to provide documentation of contact hours to receive the stipend.

15:8.2 For the pilot period, a minimum of \$6,000 per year will be allocated for the stipends. If needed to be increased to meet the needs, it will be at the District's discretion.

ARTICLE 16 MISCELLANEOUS

16:1 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of the Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, provided that in the event both parties agree to reopen negotiations on any issue, any resultant modification to this Agreement will be effected only by an instrument in writing duly executed and approved by both parties.

16:2 Nothing in this Agreement which changes existing Board policy, rules or regulations will operate retroactively unless expressly so stated.

16:3 Notices under this Agreement will be given by either party to the other by telegram, certified letter, or personal transmittal and written acknowledgment as follows:

To the Board at:

1502 Spruce Avenue Wilmington, DE 19805

To the Association at:

4135 Ogletown-Stanton Road - Suite 101 Newark, DE 19713

ARTICLE 17
DURATION OF AGREEMENT

17:1 This Agreement will be in effect as of September 1, 2024 and will continue in effect until August 31, 2027, subject to the Association's right to bargain over a Successor Agreement.

17:2 The Agreement will be binding on the parties, their successors and assigns for the duration of the Agreement in accordance with Chapter 13, Title 19 of the Delaware Code unless specifically prohibited by law. Bargaining over a Successor Agreement will begin no later than March 1, 2027, upon request of either of the parties.

17:3 In witness whereof, the parties hereto have caused this Agreement to be signed by their respective designees, all on the day and year first above written.

17:4 This Agreement will continue in effect until replaced by a Successor Agreement or until it is terminated by either party giving written notice of desire to terminate to the other party. In the event of notice to terminate, such notice will be given the other party in writing by certified mail sixty days prior to the date said party desires termination of the Agreement. Sixty (60) days after the date of said notice, this Agreement will expire on the date indicated in the notice, except that in no event will this Agreement expire prior to August 31, 2027.

RED CLAY CONSOLIDATED SCHOOL DISTRICT




President, Board of Education



Executive Secretary, Board of Education

RED CLAY PARAPROFESSIONAL ASSOCIATION, DSEA/NEA



President

**APPENDIX A
SALARY SCHEDULES**

Instructional Para				
	FY25	FY26	FY27	
Step				Additional Local components of pay
				Longevity
1	6560.00	6757.00	6960.00	Steps 5-9 + \$100
2	6574.00	6771.00	6974.00	Steps 10-14 + \$100
3	6588.00	6786.00	6990.00	Steps 15-21 + \$350
4	6602.00	6800.00	7004.00	Step 21 + + \$250
5	6617.00	6816.00	7020.00	Total Longevity \$800
6	6631.00	6830.00	7035.00	Degrees
7	6646.00	6845.00	7050.00	Associates Degree \$416.00
8	6660.00	6860.00	7066.00	Bachelors Degree \$486.00
9	6674.00	6874.00	7080.00	
10	6689.00	6890.00	7097.00	
11	6789.00	6993.00	7203.00	
12	6817.00	7022.00	7233.00	
13	6831.00	7036.00	7247.00	
14	6845.00	7050.00	7262.00	
15	7132.00	7346.00	7566.00	
16	7132.00	7346.00	7566.00	

* Longevity paid as earned throughout the year.

Service/Monitor Para				
	FY25	FY26	FY27	
Step				Additional Local components of pay
				Longevity
1	6035.00	6216.00	6402.00	Steps 5-9 + \$100
2	6048.00	6229.00	6416.00	Steps 10-14 + \$100
3	6061.00	6243.00	6430.00	Steps 15-21 + \$350
4	6074.00	6256.00	6444.00	Step 21 + + \$250
5	6087.00	6270.00	6458.00	Total Longevity \$800
6	6101.00	6284.00	6473.00	
7	6114.00	6297.00	6486.00	
8	6127.00	6311.00	6500.00	
9	6141.00	6325.00	6515.00	
10	6153.00	6338.00	6528.00	
11	6246.00	6433.00	6626.00	
12	6272.00	6460.00	6654.00	
13	6284.00	6473.00	6667.00	
14	6297.00	6486.00	6681.00	
15	6561.00	6758.00	6961.00	
16	6561.00	6758.00	6961.00	

* Longevity paid as earned throughout the year.

Bus Aide Para				
	FY25	FY26	FY27	
Step				Additional Local components of pay
				Longevity
1	3.93	4.05	4.17	Steps 5-9 + \$100
2	3.94	4.06	4.18	Steps 10-14 + \$100
3	3.96	4.08	4.20	Steps 15-21 + \$350
4	3.97	4.09	4.21	Step 21 + + \$250
5	3.98	4.10	4.22	Total Longevity \$800
6	3.99	4.11	4.23	
7	3.99	4.11	4.23	
8	4.00	4.12	4.24	
9	4.01	4.13	4.25	
10	4.02	4.14	4.26	
11	4.08	4.20	4.33	
12	4.09	4.21	4.34	
13	4.10	4.22	4.35	
14	4.11	4.23	4.36	
15	4.28	4.41	4.54	
16	4.28	4.41	4.54	

* Longevity paid in one lump sum at end of year (or prorated upon separation)

APPENDIX B LEAVES OF ABSENCE

A leave of absence without pay and without credit for experience toward vacation salary computation, seniority or pension eligibility or computation of up to one year will be granted for the purpose of caring for a critically ill member of the employee's immediate family. Additional leave for one additional year only, may be granted upon recommendation of the Superintendent and approval by the Board.

Extended Leaves of Absence

A leave of absence without pay and without credit for experience toward vacation salary computation, seniority or pension eligibility or computation of up to one year will be granted for the purpose of caring for a critically ill member of the employee's immediate family. Additional leave for one additional year only, may be granted upon recommendation of the Superintendent and approval by the Board.

Any employee adopting an infant [up to four (4) years old] may receive a leave of absence without pay which will commence upon receiving the de facto custody of the infant, or earlier if necessary to fulfill the requirements for adoption. Such leave will extend for the balance of the school year.

Employees will be granted a leave with pay any time they are required to report for jury duty or jury service. Evidence of such service will be provided to the employer. The employee is expected to report for work whenever practical while on jury duty. Employees will request to have their jury service deferred until summer.

Any employee on maternity leave will be permitted to substitute in the District.

Leaves of absence for other reasons may be considered on an individual basis.

Absences which are fully paid as a result of charging accrued sick leave will return to the same position held when the absence occurred.

When an employee returns from an approved leave during which time he/she was on unpaid status, the employee will be assigned to the same classification and the same or similar position to the one he/she had held immediately prior to taking that leave.

Employees on unpaid leaves of absence will be able to continue to participate in Board sponsored group benefit programs at their own expense provided the company providing such benefits agrees.

Unpaid leaves of absence will not constitute a break in continuous service but neither will such leave time be credited toward seniority in the District or be a criterion for pay or other benefits, as set forth in this Agreement, except as otherwise provided in this Agreement.

The District will provide the local portions of Health Insurance contribution and the local stipend for an employee on workman's compensation. The benefits will be paid based on the maximum duration of the short-term disability benefit allowed under The State of Delaware's Disability Insurance Program. For those employees who remained in the State of Delaware's Disability Pension plan, the benefits will be paid through the maximum duration of the disability pension preparation period.

It is the employee's responsibility to report his/her inability to be on duty at as early an hour as is practical, in the manner prescribed by his/her administrative officer. In no event will an employee be required to obtain his/her substitute.

A medical certificate may be required of the employee upon his/her return from illness if deemed appropriate by the Superintendent or designee.

Employees will be provided an annual record of their sick leave balance.

Educational leave without pay up to one year will be granted to paraprofessionals who are enrolled in an accredited college or university or in an accredited school related to the paraprofessional's position with the Board.

Employees, upon their request, will be entitled to personal days as provided by State Statutes. Such requests must be submitted at least ten (10) days in advance of the date being requested except cases of emergency in which case the employee shall provide reason(s) for being unable to provide the ten (10) day notice.

Up to fifteen (15) days leave with pay will be granted annually to the President of the Association and/or person(s) designated by the President to perform his/her official Association functions. Proper application must be followed to be released for this purpose.

In addition to state provided personal leave, the District will provide that when an employee is required to attend a legal proceeding as a party or is subpoenaed as a witness such absence will not be charged against sick leave if:

(a) the legal proceeding related to school matters and the employee's presence as a party or witness is not caused by any fault or misconduct on the part of the employee as determined by the outcome of this proceeding;

or

(b) the legal proceeding involves a matter of public interest as distinguished from a private dispute, and the appearance of the employee as a witness in said proceeding may properly be considered to be the discharge of a civic responsibility.

Delaware Code, TITLE 29

CHAPTER 52A. DISABILITY INSURANCE PROGRAM

§ 5253. Specifications of the coverage.

(a) Participating employees shall be eligible to utilize earned sick leave for absences due to accident, illness, or injury for periods before disability benefits commence under this chapter, such that the participating employee receives 100% of creditable compensation for such periods, not to exceed the employee's sick leave balance.

(b)(1) Short-term disability benefit -- An employee who is determined by the Committee, in its sole discretion, to be mentally or physically unable to perform the essential functions of the employee's position as defined in rules and regulations adopted by the Committee, with reasonable accommodation as required by federal law, shall be entitled to receive short-term or long-term benefits pursuant to this chapter. An employee who receives short-term or long-term disability benefits pursuant to this chapter may be required, in the sole discretion of the Committee, to participate in rehabilitation or retraining services, or a combination thereof, under a program established by the Committee. Short-term disability benefits for participating employees shall commence upon the expiration of a 30-calendar-day elimination period. Such elimination period shall begin on the first day following the onset of physical or mental incapacity as determined by the Committee, in its sole discretion. If an employee returns to work for 1 day or less during the 30-calendar-day elimination period but cannot continue to work thereafter, the period worked shall not be considered to have interrupted the 30-calendar-day elimination period. The elimination period must commence and conclude within normal working periods for employees who work less than 12 months per calendar year.

(2) Except as provided in paragraph (4) of this subsection, short-term disability benefits pursuant to this chapter shall be payable at the rate of 75% of the participating employee's creditable compensation prior to the onset of the disability during the period that an employee is disabled, as determined by the Committee.

(3) Creditable compensation during periods an employee receives short-term disability benefits shall include general salary increases awarded or reductions in salary instituted during the period of short-term disability coverage.

(4) An employee may utilize annual, sick, compensatory, or donated leave to supplement short-term disability benefits to equal 100% of pre-disability creditable compensation for the maximum period of 182-calendar-days.

(5) If a participating employee returns to the employee's position on a full-time basis, as defined by the

Committee, for 15 consecutive calendar days or longer, any succeeding period of disability for which the employee shall become eligible shall constitute a new period of short-term disability with a corresponding 30-calendar-day elimination period.

(6) Employees enrolled in and receiving short-term disability (STD) compensation shall receive a maximum of 100% of base pay. If the employee is otherwise eligible for holiday pay or a paid leave other than identified in paragraph (b)(4) of this section, the employee will be granted 100% pay on the day in question without a residual. All leave supplements will be calculated on a pay period basis.

(7) Once an employee exhausts their elimination period, the employee will be deemed to have applied for benefits under this section and shall not be eligible to utilize paid leave in lieu of application for short-term disability.

(8) When an employee is on approved STD per subsection (b) of this section and does not supplement the 75% STD payment with 25% leave for a period of greater than 30 calendar-days, the employee will accrue leave on a pro-rata basis.

(c)(1) Long-term disability benefit -- Long-term disability benefits for participating employees shall commence upon the expiration of a 182 calendar day waiting period. The waiting period shall commence on the first day following the onset of the disability as determined by the Committee, in its sole discretion. If an employee returns to work for 14 or fewer consecutive calendar days during such 182-calendar-day waiting period and cannot thereafter continue to work, the periods worked shall not be deemed to have interrupted the 182-calendar-day waiting period.

(2) Long-term disability benefits for an eligible employee shall be paid in an amount equal to 60% of the participating employee's creditable compensation prior to the onset of the disability. In no event shall the employee be entitled to utilize earned sick leave to supplement long-term disability benefits.

(3) Long-term disability benefits shall not include general salary increases during the period of long-term disability. Long-term disability benefits may be increased annually by an amount approved by the Committee.

(4) Any employee who applies for long-term benefits pursuant to this chapter must apply to the Social Security Administration for disability benefits. Long-term disability benefits provided under this chapter shall be reduced by any disability benefits received from the Social Security Administration.

(5) Upon the exhaustion of the maximum short-term disability benefit period, any employee, except those entitled to hazardous duty pay as defined in § 5933(c) of this title, shall no longer be an employee of the State or any of its political subdivisions provided the employee has exhausted their Family Medical Leave Act of 1993 (FMLA) [26 U.S.C. § 2601 et seq.] entitlement and/or is not FMLA eligible. Employees entitled to hazardous duty pay as defined in § 5933(c) of this title who exhaust the maximum short-term disability benefit period shall no longer be an employee of the State or any of its political subdivisions at the end of their entitlement to hazardous duty pay provided the employee has exhausted their FMLA entitlement and/or is not FMLA eligible.

(6) Prior to the commencement of long-term disability benefits, the employee shall be eligible to make a written election to escrow for a period of 6 months any unused annual and sick leave based on the rules in place by the employing organization. Any employee who does not make a written election to escrow unused annual and sick leave will receive a payoff of unused annual and sick leave under § 5253(c)(5) of this title. Any employee approved for long-term disability benefits and who made a written election to escrow unused annual and sick leave who returns to state employment in a full-time benefit eligible position within the 6-month escrow period and works on a full-time basis for at least 30 calendar days will retain their annual and sick leave balances. Any employee making a written election to escrow unused annual and sick leave who does not return to state employment in a full-time benefit eligible position for at least 30 calendar days within the 6-month escrow period will receive a payoff of unused annual and sick leave at the end of the 6-month escrow period based on the rules in place by the employing organization.

§ 5257. Return to work,

(a) Once an employee has been determined to have the ability to return to employment by the Committee, the employee will receive the following assistance:

(1) Merit employees may be placed in any vacant merit position, for which they qualify, by the Office of Management and Budget.

(2) Non-merit state employees, and employees from nonstate employers will be placed by that employer into a vacant position within their respective agency for which the employee qualifies.

(b) Once an individual has been determined to have the ability to return to employment by the committee, the individual will receive the following assistance:

(1) Former merit employees enrolled in and previously deemed eligible for the Long-Term Disability Program may, when available and appropriate, be placed by the Office of Management and Budget in any merit position, for which they qualify without a certification list, as long as the paygrade does not exceed their paygrade at the time of their acceptance into and eligibility for the Short-Term Disability Program. Exceptions to the paygrade limitation may be made for vacancies for which a documented shortage of qualified applicants exists.

(2) Former nonmerit employees enrolled in and previously deemed eligible for the Long-Term Disability Program will be placed by their previous employer into a vacant position within their respective agency for which they qualify.

1. CHAPTER 55. State Employees Disability Pension Plan (Applicable only to employees that were grandfathered into the State Employees' Disability Pension plan as of December 31, 2005.)

§ 5524. Eligibility for disability pension.

(a) An employee who becomes disabled shall become eligible to receive a disability pension beginning with the fourth month following the inception of his or her disability. Such individual shall cease to be eligible at the end of the month in which he or she recovers from disability and is again offered employment as an employee, if such recovery and offer of employment occurs before his or her attainment of age 60.

(b) Such an employee shall be kept on the active payroll and receive credited service from the inception of the employee's disability to the end of the third month following and shall receive payments at the same rate of compensation the employee received before the employee became disabled.

(c) An employee shall be deemed disabled for the purposes of this section if the employee has a physical or mental disability which prevents the employee from performing the duties of the employee's position.

Delaware Code, Title 14

§ 1318. Sick leave and absences for other reasons; accumulation of annual leave.

Statute text

(a) Teachers and other school employees shall be allowed 10 days of sick leave per year with full pay; those teachers and other school employees employed 11 months a year shall be allowed 11 days of sick leave per year with full pay; and those teachers and other school employees employed 12 months a year shall be allowed 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.

Adjustments for employees who terminate services prior to the end of the school year will be made in their final pay check. Adjustments will be pro-rated based on sick leave being earned at the rate of one (1) day per month of service to the District.

(b) In the case of a death in the immediate family of the employee, there shall be no reduction of salary of said employee for an absence not to exceed 5 working days. Members of the immediate family shall be defined as the employee's spouse or domestic partner; parent, stepparent or child of the employee, 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 the 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 case of the death of a near relative, there shall be no deduction in the salary of the employee for absence on the day of the funeral. A near relative shall be defined as: First cousin, aunt, uncle, nephew, brother-in-law or sister-in-law. 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 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 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. In addition, the district requires that such requests must be submitted at least ten (10) days in advance of the date being requested except in cases of emergency in which case the employee shall provide the reason(s) for being unable to provide the ten (10) day notice.

§1318A. Donated leave program.

(a) "Donated leave program" means a program:

(1) In which 1 or more employees of a public school district may transfer accrued, unused sick leave days to 1 or more other employees of the same public school district;

(2) Is established by the public school district as a local Board of Education policy and/or pursuant to the terms of a collective bargaining agreement negotiated under the terms of Chapter 40 of Title 14; and

(3) Is consistent with the provisions set forth in subsection (b) of this section. No donated leave program shall prohibit participation by employees based on inclusion in or exclusion from a certified bargaining unit.

(b) Any donated leave shall be required to comply with the following requirements:

(1) Employees wishing to donate accrued sick leave must donate in increments of whole days. For every 2 days donated, 1 day will be made available to a recipient.

(2) Donated days shall be made available only for recipients within the school district for a catastrophic illness of a recipient or of a member of a recipient's family. For this section, "catastrophic illness" shall mean any illness or injury to an employee or to a member of an employee's family which is diagnosed by a physician and certified by the physician as rendering the employee or a member of the employee's family unable to work or, in the case of a family member who does not work, the medical equivalent of "unable to work", to work for a period greater than 5 calendar weeks. Separate periods of disability lasting 7 consecutive work days or more each, and totaling more than 5 calendar weeks, resulting from the same or a related medical condition and occurring within any 12-month consecutive period, shall be considered the same period of disability. For this section, "family member" or "member of an employee's family" means an employee's spouse, son, daughter or parent who resides with the employee and who requires the personal attendance of the employee during the family member's catastrophic illness. Donated leave may be used by the recipient for subsequent absence because of personal medical treatments or personal illness directly related to the employee's "catastrophic illness" as certified by the physician. This provision is limited to an absence that occurs because of an employee's "catastrophic illness" not a family member's "catastrophic illness."

(3) The local school district shall convert the donated leave available for use by a recipient into cash

value at the donor's rate of pay, shall re-convert the cash value to hours of leave at the recipient's rate of pay, and shall then credit the recipient's account.

(4) The recipient of the donated leave shall have been an employee with the local school district for at least 6 months before that employee is eligible for donated leave time.

(5) The recipient shall have used all of that recipient's own sick days and personal days and half of that recipient's annual leave, where applicable. However, when donated leave is for the catastrophic illness of a family member, the employee must have used all of that employee's sick days, personal days and annual leave.

(6) The recipient shall have established medical justification for such receipt, which must be renewed every 30 days during any absence.

(7) No potential donor nor any other person shall sell any accrued leave which might otherwise be donated under this section.

(8) The liability of the State under this program shall be limited to paying the state share of salary, benefits and other employment costs paid to employees for sick leave properly utilized pursuant to a donated leave program established pursuant to and in compliance with this section and § 4002 of Title 14, if applicable.

(9) Any recipient of this program is subject to a 1-work-year cap with the number of days equal to 188 days for a 10-month employee; 207 days for 11-month employees; and 222 days for a 12-month employee.

(10) If a long-term disability program is available to employees, a period of disability defined herein shall be limited to the waiting or elimination period defined in the policy.

(c) The Department of Education is authorized to operate a donated leave program. Such donated leave program shall conform, to the extent practicable, to the provisions of § 5956 of Title 29.

71 Del. Laws, c. 136, §2; 70 Del. laws, c. 186, § 1; 71 Del. Laws, c. 354, § 390; 72 Del. Laws, c. 294, §44; 72 Del. Laws, c. 395, §353; 72 Del. Laws, c. 440, §§ 1-5; 73 Del. Laws, c. 74, § 347; 73 Del. Laws, c. 312, §259; 73 Del. Laws, c. 321, § 15; 74 Del. Laws, c. 68, § 269; 74 Del. Laws, c. 307, § 308(b); 74 Del. Laws, c. 402, §§1-3; 75 Del. Laws, c. 89, § 342.;

§ 1318B. Leave for bone marrow or organ donation.

(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:

(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.

§ 1319. Records of absences; proof.

Statute text

Each employing board shall keep an accurate record of the absences from duty and reasons therefore of all employees for whatsoever reason, and may require a statement from the employee when absent because of illness to the effect that he or she was unable to perform his or her duties during the period of absence. The board may request a physician's certificate if in its judgment this is necessary. (14 Del. C. 1953, § 1319; 50 Del. Laws, c. 436, § 1; 50 Del. Laws, c. 602, § 1.)

§ 1327. Leave of absence for person in military service.

(a) If a regularly appointed and employed principal, teacher or other employee of a school district is called to the service of or voluntarily enters the armed forces of the United States of America or the National Guard of this State when in continuous active service, the school board shall grant to such principal, teacher or other employee a leave of absence which shall cover the period of military service, not to exceed 3 years, or until the term of service to which he or she has been called is terminated, and upon the completion of the leave of absence reinstate such principal, teacher or other employee in the position which he or she held at the time that the leave of absence was granted. The contract with such principal, teacher or other employee shall continue in force under the same conditions as if the principal, teacher or other employee had been in the continuous service of the board during the period of the leave of absence; provided, such regularly appointed and employed principal, teacher or other employee has received a certificate of satisfactory completion of military service.

(b) Any principal, teacher or other school employee taking a leave of absence authorized by subsection (a) of this section who, as a member of the Delaware National Guard or a United States military reserve organization, has been ordered to active duty to augment active forces for any operational mission, shall continue to receive the principal's, teacher's or other school employee's state compensation during the initial period of active duty prescribed by the military, to be reduced by any military compensation received. While on such leave of absence, for a period not to exceed 2 years, the employee and the employee's dependents shall continue to receive benefits provided under any applicable group health insurance plan offered by the school district, provided that the employee continues to pay any employee-share premium for such plan. The Office of Management and Budget shall develop any rules and regulations necessary to implement the provisions of this subsection. These rules shall make it the responsibility of the employee to initiate the claim and supply the required military pay information. The State shall be responsible for collecting information relating to State compensation. Claims shall be filed within 90 days of release from active duty or passage of this legislation, whichever is later.

(c) For the purpose of subsection (b) of this section state compensation shall be limited to the state share of the base salary as calculated from the appropriate salary schedule, administrative supplements and all other stipends. Military compensation shall include base salary, basic allowance for quarters (BAQ), basic allowance for subsistence (BAS), hazardous duty pay and all other supplemental compensation multiplied by the ratio of state compensation to total compensation.

(d) The person who may be appointed to replace the principal, teacher or other employee shall be appointed only for the period covered by the leave of absence. 14 Del. C. 1953, § 1327; 56 Del. Laws, c. 292, § 18; 68 Del. Laws, c. 21, § 1; 70 Del. Laws, c.186, § 1; 73 Del. Laws, c. 429, § 1; 74 Del. Laws, c. 190, § 1; 74 Del. Laws, c. 421, § 1; 75 Del. Laws, c. 88, § 20 (2); 75 Del. Laws, c. 234, § 1.

§ 1333. Paid leave for birth of a child or adoption of a child.

Statute text

For childcare purposes, a full-time or part-time employee of a reorganized school district shall be entitled to utilize accumulated sick leave upon the birth of a child of the employee or the employee's spouse, or upon the adoption by the employee of a pre-kindergarten age child for maternity leave. History (72 Del. Laws, c 174, § 1.) Annotations

§ 5110. Election of employee to public office; leave.

Statute text

In the event any employee of this State, including any employee of the public schools, is elected to any public office provided for by the Constitution of the State or the Delaware Code, such employee shall be granted such leave of absence without pay as is reasonable and necessary to perform the duties in such office. Upon the completion of such leave, the employee shall be reinstated in the position which the employee held at the time such leave of absence was granted.

§ 5113. Leave for Olympic competition.

Statute text

(a) The State shall grant to any employee leave from employment to participate as a member of the United States Team in any competition sanctioned by the United States Olympic Committee. Any leave so granted shall not exceed the time required for actual participation in the competition, plus a reasonable time for travel and return from the site of the competition and a reasonable time for pre-competition training with the team at the site, or 90 working days, whichever is less. The State shall compensate the employee at the employee's regular rate of pay during any leave granted for participation in such Olympic competition. Pay for each day of leave shall not exceed the amount the employee would receive for a standard workday and the employee shall not be paid for any day spent on such leave for which the employee would not ordinarily receive pay as part of the employee's regular employment.

(b) For purposes of subsection (a) of this section the term "employee" includes all those individuals who are employed by the State and receive a paycheck from the State for such work as they normally do for the State, (c) For the purposes of subsection (a) of this section the term "United States Team" includes any group leader, coach, official, trainer or athlete who is a member of the official delegation of the United States in competition sanctioned by the United States Olympic Committee, (d) The State Personnel Commission shall implement this section by the adoption of appropriate rules and regulations.

**APPENDIX C
GRIEVANCE FORM**

Red Clay Consolidated School District

Bargaining Unit _____

Name of Grievant _____ Work Location _____

Classification _____ Supervisor _____

Grievance Level I _____

 Level II _____

 Level III _____

Articles Being Grieved (a statement of issues attached):

Remedy Sought: _____

Employee's Signature _____ Date _____

Administrative Signatures of Receipt:

Level I _____ Date _____

Level II _____ Date _____

Level III _____ Date _____

Responses at each level of the grievance are to be attached to this cover sheet

HR-Grievance Form