

# **AGREEMENT**

between the

**CAPITAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**CAPITAL PARAPROFESSIONALS ASSOCIATION  
DSEA/NEA**

**July 1, 2020 through June 30, 2023**



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## PREAMBLE

This Agreement entered into this 1st of July 1, 2020, between the Board of Education of the Capital School District, hereinafter called the "Board" and the Capital Paraprofessionals Association, DSEA/NEA, hereinafter called the "Association."

## ARTICLE I RECOGNITION

- 1:1 The employer recognizes the Association, DSEA/NEA, as the exclusive bargaining representative for the employees covered by this Agreement for the purpose of representing public employees in their employment relations with the employer in matters covering wages, salaries, hours, vacations, sick leave, grievance procedures, and other terms and conditions of employment.
- 1:2 The term "employee" as used herein shall mean any employee in any position, whether temporary, full-time or part-time, duly certified by the Delaware Department of Labor in Certification Case #181, dated December 21, 1988 and as amended by Bargaining Unit Modification petition # 01-04-314 election on August 22, 2001.
  - 1:2.1 District employees designated as 'technicians' who meet the other eligibility requirements under this Article shall be recognized by the employer as being represented by the Association.
- 1:3 The term "regular employee" shall mean any member of the bargaining unit whose employment continues from year to year except as eliminated or reduced pursuant to Article XII. Temporary or casual employees are not regular employees.
- 1:4 The term "part-time employee," as used herein, shall mean any employee who works less than thirty (30) hours per week on a regular basis.
- 1:5 The term "temporary employee," as used herein, shall mean any employee who is employed in a position for a limited period of time, usually less than one (1) year, and who has no reasonable anticipation of continuing in District employment following the expiration of the limited period of employment.
- 1:6 The term "casual employee," as used herein, shall mean any person who is employed for a short period of time and for a limited and temporary purpose using funds which cannot be utilized to fund the salaries of regular bargaining unit employees.
- 1:7 The term "probationary employee," as used herein, shall mean any employee who has served less than one year of continuous employment with the District.

- 1:8 The term "days," as used herein, shall mean the number specified for employees covered by this contract.

ARTICLE II  
NEGOTIATION OF SUCCEEDING AGREEMENT

- 2:1 The parties agree to enter into collective bargaining over a succeeding Agreement in accordance with Chapter 40, Title 14, Delaware Code, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Any Agreement so negotiated and adopted by the Board and by the Association shall be reduced to writing and signed by the Board and the Association.
- 2:2 This Agreement shall not be modified in whole nor in part by the parties except by an instrument in writing, duly executed by both parties. The parties shall re-open this agreement for salary and benefits if the Capital School District successfully passes a referendum during the terms of this agreement.
- 2:3 Neither party in any negotiations shall have any control over the selection of the negotiations representatives of the other party.
- 2:4 The representatives of both parties shall be fully empowered to negotiate; including the power and authority to enter into tentative agreements on any and all issues at any and all negotiations sessions.

ARTICLE III  
RIGHTS OF THE BOARD

- 3:1 Except as limited by this Agreement:
- The Capital School Board, on its own behalf and on behalf of the citizens of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Delaware and of the United States, and including the right to administer and to supervise the schools of the District and shall have the authority to determine policy and adopt rules and regulations for the general administration and supervision of the District schools. Such administration, supervision, and policy shall be conducted and formulated in accordance with Delaware Law and the policies, rules and regulations of the State Board of Education.
- 3:2 The Board, subject to Delaware Code and in accordance with the policies, rules and regulations of the State Board of Education, shall, in addition to other duties:
- 3:2.1 Determine the educational policies of the District and prescribe rules and regulations for the conduct and management of the schools;

- 3:2.2 Determine the District's financial policies and accounting procedures;
- 3:2.3 Establish a budgetary system and annual operating budgets;
- 3:2.4 Establish management systems for the improvement of District operations;
- 3:2.5 Provide forms on which regular school employees shall make such reports as may be required by the Board;
- 3:2.6 Make all reports required by the Secretary of Education in such form as may be prescribed by the Secretary of Education;
- 3:2.7 Appoint, select, and direct personnel;
- 3:2.8 Establish and implement staff evaluation procedures;
- 3:2.9 Shall control, manage, and maintain custody of school property subject to the laws of this state and adopt a set of rules and regulations governing the use of school property.
- 3:2.10 In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Board, the decision of the Board will be final and binding, except where otherwise provided in this Agreement.

#### ARTICLE IV ASSOCIATION RIGHTS

- 4:1 The Board agrees to make available to the Association those records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement to the extent that such records are held in the public domain.
  - 4:1.1 The Administration shall make available a copy of administrative directives which are not confidential to administration and supervisory personnel and which directly affect the employment relations of employees, to the Association President at the time of the issuance or posting of the directive.
  - 4:1.2 A copy of current Board policy shall be made available to the Association President. Board agendas and all documents to be reviewed by the School Board not exempt from the Freedom of Information Act shall be sent to the President of the Association electronically or in writing two (2) days prior to the scheduled Board meeting. Minutes of Board meetings will be sent to the Association President as soon as they are available.
- 4:2 The Association shall have the right to use school buildings, with prior notification to the principal, for meetings during times when buildings are manned

by custodial staff; provided that such does not interfere with nor impair the instructional program. If the use of said facilities by the Association results in any expense, the Association shall reimburse the Board for said expense.

- 4:3 The Association shall have the right to use school facilities and office equipment, when such office equipment is not otherwise in use, provided that the request is made and use arranged in advance; the use is strictly to service the legitimate business of the Association; the purpose is for the internal use of the Association and not for public distribution; and supplies in connection with such equipment use will be furnished or paid for by the Association. The District will make every effort to provide a school phone in the classroom/work area used by the CPA President during non-student contact time to assist with the conduct of Association business. All long distance charges will be borne by the Association.
- 4:4 The Board agrees to permit the Association the exclusive use of an adequate section of one bulletin board in a lounge area and in the transportation employees' resource center for the purpose of posting official Association notices. The authorized Association representative of each building shall be responsible for the posting of all such notices and the content thereof. Information of official Association business may be distributed to members in the buildings subject to Board policies on distributing political materials, free materials, and special interest materials and Administrative Regulation #8. Copies of all such material will be given to the principal before posting, but his/her approval of the material will not be required.
- 4:5 Duly authorized representative of the Association and its respective affiliates shall have the right to transact official association business on school property at all reasonable times provided that this activity does not interfere nor interrupt the normal school operations. Duly authorized representatives of the Association not employed by the District shall notify the principal or administrator in charge at the time of such visitations.
- 4:6 The Board shall provide the equivalent of eight (8) days per year release time, not be used consecutively, to the President of the Association or his/her designee to perform his/her functions as an Association representative. Such request shall be made to the Superintendent or his designee. The President or his/her designee will fill out proper forms supplied by District in applying for Association time. Association officers may use time during District in-service days to visit with members in District buildings during unencumbered time with prior supervising administrator approval.
- 4:7 Whenever employees are mutually scheduled to participate in a bargaining session during working hours, they shall suffer no loss in pay nor shall they be required to make up time lost.
- 4:8 The rights negotiated by the Association in this agreement shall not be granted to any other similar organization for the duration of the agreement.

- 4:9 The Board shall request that the Association appoint representatives to District-level committees, task forces, and study groups that are established by the Board of Education or by federal or state law and that pertain to the employment duties of bargaining unit employees.
- 4:10 Volunteers and/or foster grandparents shall not be used to displace persons employed in the bargaining unit. However, should funding limitations require layoffs of bargaining unit persons, then the District may use volunteers to supplement employees within the bargaining unit.
- 4:11 Each year, a complete list of all employees in this bargaining unit by location and seniority shall be provided to the Association President within 30 days of the start of a new school year.

ARTICLE V  
EMPLOYEE RIGHTS

- 5:1 As per Chapter 40, Title 14 of the Delaware Code, employees shall have the right to organize, form, join or assist any employee organization; negotiate collectively or grieve through representatives of their own choosing; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this chapter or any other law of the state; and be represented by their exclusive representative without discrimination.
- 5:2 The rights specified in this agreement shall be in addition to and not be construed to deny or restrict any employee in such rights as he/she may have under state or federal laws or regulations.
- 5:3 No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. No regular, non-probationary employee shall be dismissed without just cause. All such just cause grievances shall be subject to binding arbitration.
- 5:3.1 No temporary employee who has worked for the district for three (3) or more consecutive years shall be dismissed during the school year without just cause. Unique Alternative Paraprofessionals or extra support paraprofessionals are excluded from this provision as their employment is governed by Section 12:15.
- 5:4 No employee shall be prevented from wearing or displaying pins or other reasonable identification of membership in the Association or its affiliates.
- 5:5 No employee shall be disciplined or reprimanded in front of his/her associates, students and/or parents of students by the Board or other personnel.
- 5:6 Employees shall be entitled to full rights of citizenship.

- 5:7 The parties agree that its designated representative shall not discriminate against, interfere with, restrain or coerce employees in the right to organize, join or participate in Association activities.
- 5:8 In accordance with and to the extent allowable by law, an employee may within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quiet a disturbance threatening immediate physical injury to him/herself and others or the destruction of property.
- 5:9 The Board and Association agree that there shall be no discrimination against any employee or applicant for employment, and that all practices, procedures and policies of the school system shall clearly exemplify that there is not discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of the Agreement on the basis of race, creed, color, age, religion, national origin, sex, domicile or marital status or sexual preference.
- 5:10 Whenever any employee is required to appear before the Board or District level administrator concerning any matter which could result in a written disciplinary action, the employee shall be given two (2) work days written notice of the meeting. For appearances required by a principal/supervisor, the meeting may be scheduled for a time sooner than two days upon the employee's request. The employee may have a representative designated by the Association present to advise and represent him/her.
- 5:11 Paraprofessionals will be required to wear a District ID, which will entitle themselves and a guest to all home school-sponsored activities such as interscholastic sports and extracurricular activities. Misuse of this pass shall result in its immediate forfeiture for one calendar year.
- 5:12 Employees working at a site, may leave the building without permission during lunch periods by following the sign-out, sign-in procedure established by the Principal or Supervisor.
- 5:13 Any complaint regarding an employee made to any member of the administration by someone other than an administrator shall be brought to the attention of the employee by no later than the end of the next day the supervisor and employee are at work. The immediate supervisor shall meet with the employee to apprise him/her of the full nature of the complaint, including the name of the complainant, and they shall attempt to resolve the matter in the best possible way.
- 5:14 An employee may be suspended without pay following a thorough investigation. If the employee is the subject of criminal charges, the District may suspend the employee without pay after charges have been filed. If the employee is suspended without pay he/she shall be notified in writing of the date from which the pay will stop. The employee will be reinstated with back pay if the employee is exonerated of all criminal charges.



5:15 The Board shall reimburse employees for personal property damaged or destroyed as the result of student assault. For KCCS/Delaware Autistic Program (DAP) Paraprofessionals, each year a fund of \$200 will be established to cover the cost of dry cleaning for clothing damaged as a result of normal working conditions. Smocks/lab coats/aprons will be provided to each Paraeducator/bus driver/bus paraeducator who desires one. (Limit to 1 every other year). The district will purchase 1 appropriate swim suit every other year for each Paraprofessional who is required to provide student service in the KCCS pool. The laundering and care of such item shall be the responsibility of the employee who obtains one.

5:15:1 Guidelines for employee attire is found in the Memorandum of Understanding in Appendix B.

5:16 Should a Principal/Supervisor have a concern about an employee, s/he should bring it to the employee's attention within three (3) days the supervisor and employee are working.

5:17 Every effort will be made to notify paraprofessionals of his/her assignment for the coming school year by August of each year. However, an assignment may change for good reason due to unforeseen circumstances. Every effort will be made to determine start up bus routes and assignments at least one week prior to the start of the student school year.

5:18 The provisions of this Agreement and all Rules and Regulations governing employee conduct shall be applied in a manner which are not arbitrary, capricious, or discriminatory.

5:19 Employees shall not be required to administer medication to pupils. The Board shall indemnify and save harmless from any and all liability, employees who administer medication to pupils in direct response to an order from supervisory personnel.

5:20 The Association recognizes the administration's right to monitor and record employee absences and apply progressive discipline in documented cases of fraud or abuse. In cases where the contraction of a communicable disease from a student served by an employee is verified and the employee is sent home, such absence(s) shall not be noted as one that could lead to disciplinary action.

5:21 A temporary employee is entitled to notice in writing on or before May 15 of any year as the status of their temporary employment in the upcoming school year. The District's failure to provide such notice shall result in the temporary employee's temporary employment being extended one school year.

#### ARTICLE VI PERSONNEL FILES

- 6:1 All official employee files as determined by the Board and/or Administration shall be maintained by the Central Administration according to the conditions of this Article. Only such material as has been properly placed and maintained in the official personnel file of an employee may be used in any disciplinary proceeding against such employee.
- 6:2 No material pertaining to an employee's conduct, quality of service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to read such material. The employee shall acknowledge that he/she has read such material by affixing his/her signature and the date of review on the copy to be filed. The material to be signed shall contain the sentence "This signature acknowledges receipt and in no way indicates agreement with the contents thereof" directly above the signature line of the employee. The employee must return the material with his/her signature within three (3) working days of receipt. A copy of the material may be placed in the file without signature if the employee fails to return the material within the three (3) day time limit. The statement "The employee did not return the material within the three (3) day time limit" will be added. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
- 6:3 Upon request by an employee, he/she shall be given access to his/her personnel file. This access shall be granted within two (2) working days of the request as determined by the administrative calendar.
- 6:4 An employee shall be permitted to have material in his/her personnel file reproduced. Such reproduction shall be done in the District office at cost to the employee.
- 6:5 Employees will keep their personnel files up to date on forms supplied by the administration concerning names (beneficiaries, persons to be notified in case of emergencies, dependents, etc.), addresses, telephone numbers, marital status, and other information needed for personnel administration.
- 6:6 Materials for the file shall not be removed from the offices of the school administration.
- 6:7 A representative of the district administration shall be present at any inspection or reproduction of an employee's files.
- 6:8 A representative of the Association shall, at the employee's request, accompany the employee during the review of his/her files.
- 6:9 The examination of an employee's file shall be limited to District administrative personnel and/or their "confidential" secretaries who have authorized access and Association representatives designated by said employee. Each file shall contain a record indicating who has reviewed it, the date and the reason for the review.

- 6:10 All pre-employment data will be filed in the Office of the Superintendent or his/her designee and is not subject to review by the employee and the Association.
- 6:11 An employee may make a written request to the Superintendent to expunge or correct specific documents in his/her personnel file. The decision of the Superintendent may be appealed to the Board of Education, whose decision is final and non-grievable.
- 6:12 The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.

ARTICLE VII  
GRIEVANCE PROCEDURES

7:1 Definitions:

- 7:1.1 A grievance shall be defined as a written claim by an employee or by the Association stating the terms of this Agreement have been violated, misinterpreted or misapplied, resulting in the abridgment of rights granted to the employee or to the Association by this Agreement.
- 7:1.2 A grievant is the person, persons, or Association who files a grievance as provided for under this Agreement.
- 7:1.3 A party in interest is the person or persons, or the Association, making the claim, and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
- 7:1.4 A grievance, to be considered under this procedure, must be initiated by the employee(s) within thirty (30) days from the time when the employee(s) knew or should reasonably have known of its occurrence. This may be extended to a forty-five (45) day period if a request is made within the initial thirty (30) days.
- 7:1.5 The term "days" where used in this context refers to employee work days.

7:2 Purpose:

The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

7:3 Procedure:

- 7:3.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to

proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall terminate the grievance.

7:3.2 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

7:3.3 Where evidence of hardship would result from compliance with the time regulations set forth in the above levels, a written request for an extension of time at any one of the levels in the Grievance Procedure shall be recognized. The period of extension of time shall be limited to two (2) days unless a longer period of time is mutually agreed to by the parties.

7:4 Informal Level:

Any employee who has a potential grievance shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.

7:5 Level One:

If, as the result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) days grievant shall, within ten (10) days of the Level One discussion, set forth his/her grievance in writing to the principal or immediate supervisor specifying:

- A. The nature of the grievance and date of occurrence;
- B. The specific terms of this Agreement that have been violated, misinterpreted or misapplied (cite Article and Section numbers), which have resulted in an abridgment of rights granted by this agreement;
- C. The results of previous discussions;
- D. His or her dissatisfaction with the decision previously rendered; and
- E. The relief sought.

The principal or immediate supervisor shall, within five (5) days of receipt of the written grievance, hold a hearing concerning the grievance and shall communicate his or her decision in writing to the grievant within five (5) days of the close of the hearing(s).

7:6 Level Two:

The grievant, no later than five (5) days after receipt of the principal's or immediate supervisor's decision, may appeal said decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal or immediate supervisor as specified above

and his or her dissatisfaction with decisions previously rendered. The Superintendent, or his/her designated representative, shall within ten (10) days hold a hearing with the grievant in an attempt to resolve the matter as quickly as possible. The Superintendent, or his/her designated representative, shall render his/her decision, along with his/her reasons, in writing to the employee and to the principal or immediate supervisor within ten (10) days of the close of the hearing(s).

7:7 Level Three:

The decision of the Superintendent or his/her designee shall finally determine the matter unless the Association, within ten (10) days of the Superintendent's decision, advises the Superintendent of its desire to proceed to grievance mediation. A joint request, which shall state in reasonable detail the nature of the dispute shall be made to the Federal Mediation and Conciliation Service (FMCS) for a mediator. The parties shall then be bound by the rules and procedures of the FMCS for the appointment and conduct of the session(s). The mediator shall hold hearings promptly and shall work with both parties to resolve the dispute. Failing resolution, the mediator will be requested to issue a recommendation, within FMCS time guidelines, on how he/she would rule should the dispute go to arbitration. Cost of mediation, if any, shall be borne equally by both parties. The Association shall represent the grievant at the mediation level.

7:8 Arbitration

7:8.1 If the grievance mediation process fails to produce a resolution acceptable to the Association, it may submit an arbitration demand to the public Employment Relations Board. The Demand must be postmarked within 15 days following the concluding grievance mediation session. A copy of the Demand shall be sent to the Superintendent.

7:8.2 Section 4013 (c.) of Title 14 of the Delaware Code and relevant regulations of the PERB shall control the arbitration proceeding. A copy of the current language of Section 4013 (c.) is attached as Appendix E.

7:8.3 With the exception of 4013 (c) 2. (b), claims relating to the matters identified in Section 4013 (c.) (2), although not arbitrable, may be appealed through grievance mediation.

7:9 Miscellaneous:

7:9.1 Commencing with the Informal Level of the Grievance Procedure, the grievant may be accompanied by a representative of his/her own choosing.

7:9.2 In the presentation of a grievance, the employee shall have the right to designate a representative of the Association to appear with him/her at any level. If the grievant does not choose to be accompanied and represented

by an Association grievance representative, the Association shall have the right to be present and to state its views at all levels of the grievance procedure. In the event that a grievant requests in writing that the Association representative not be present because of the personal, confidential and/or embarrassing nature of the grievance, such request shall be submitted to both the appropriate administrator and the Association for disposition. If the Association does not agree to waive its presence at such meeting(s) or hearing(s), the request of the grievant shall not be honored. In that event, the grievant may terminate the grievance which ends all action on that specific grievance but does not set a precedent in future grievances.

- 7:9.3 If the employee elects to be represented, he/she must still be present at any level of the grievance procedure where his/her grievance is to be discussed, except that he/she need not be present where it is mutually agreed that no facts are in dispute; and when the sole question is the interpretation of this Agreement.
- 7:9.4 The District shall be notified of those whom the Association will have present at the proceedings. Grievance proceedings shall be mutually scheduled with consideration for the number of employees to be present and their work hours. If grievance proceedings are scheduled during work time, persons proper to be present shall suffer no loss of pay.
- 7:9.5 No documents, communications, and records which are developed in connection with the processing of a grievance shall be filed in the District's file pertaining to the employee. Such documents shall be kept in a separate grievance file.
- 7:9.6 A form for filing grievances shall be prepared jointly by the Association and the Administration, reproduced by the Administration and distributed to the Association so as to facilitate operations of the grievance procedure. The appropriate form shall be used for filing a grievance at each level of the procedure.
- 7:9.7 Hearings at any level of the grievance procedure may be waived by mutual agreement of the parties.
- 7:9.8 The Association and the Board agree that no reprisals will be taken against any person involved in the grievance procedure, by the Association or by the Board or any of the representatives of either party, as a result of an individual's participation in the grievance procedure.
- 7:9.9 All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

- 7:10 A grievance relating to suspension or discharge may be initiated at Level Two.
- 7:11 The Association shall have the right to initiate at Level Three those grievances which arise from District level decisions or in those cases where the grievance affects employees in more than one building.
- 7:12 If a grievance and a concern(s) arise from the same incident/situation, the alleged violations and remedies shall be consolidated for each and shall be processed and heard simultaneously until reaching the appeal level following the superintendent's decision (Level III)) at which time the grievance proceeds to grievance mediation and the concern to the school board. The grievant/complainant shall clearly specify violations of the contract for the grievance and the policy, rule/regulation/administrative decision at issue for the concern.

ARTICLE VIII  
RESOLUTION OF EMPLOYEE CONCERNS

8:1 Definitions:

The procedure established herein is designed to provide a mechanism for the resolution of employee concern(s) involving the application of Board policy or administrative rules/regulations or administrative decisions involving issues not subject to the grievance procedure contained herein. Employees who have a concern may seek resolution of such concern in the following manner:

8:2 Purpose:

The purpose of this procedure is to secure, at the lowest possible level, solutions to concerns. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

8:3 Procedure:

8:3.1 Failure at any step of this procedure to communicate the decision on a concern within the specified time limits shall permit the concerned employee to proceed to the next step. Failure at any step of this procedure to appeal a concern to the next step within the specified time limits shall terminate the complaint.

8:3.2 It is understood that employees shall, during and notwithstanding the pendency of any concern, continue to observe all assignments and applicable rules and regulations of the Board until such concern and any effect thereof shall have been fully determined.

8:3.3 The term days where used in this context refers to employee work days.

8:3.4 In the presentation of a concern, the employee shall have the right to designate one (1) representative of the Association to appear with him or her at any level. When a concerned employee is not directly represented by the Association, the Association may be represented.

8:3.5 Where evidence of hardship would result from compliance with the time regulations set forth in the above levels, a written request for an extension of time at any one of the levels in the concern procedure shall be recognized. The period of extension of time shall be limited to two (2) days unless a longer period of time is mutually agreed to by the parties.

8:4 Level One:

Any employee who has a concern shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.

8:5 Level Two:

If, as the result of the discussion, the matter is not resolved to the satisfaction of the concerned employee, he/she shall, within ten (10) days of the immediate supervisor's decision, set forth his/her concern in writing to the principal or immediate supervisor specifying:

- A. The nature of the concern and date of occurrence;
- B. The specific terms of this Agreement that have been violated, misinterpreted or misapplied (cite Article and Section numbers), which have resulted in an abridgment of rights granted by this agreement;
- C. The results of previous discussions;
- D. His or her dissatisfaction with the decision previously rendered; and
- E. The relief sought.

The principal or immediate supervisor shall, within five (5) days of receipt of the written concern, hold a hearing regarding the concern and shall communicate his or her decision in writing to the concerned employee within five (5) days of the close of the hearing(s).

8:6 Level Three:

The concerned employee, no later than five (5) days after receipt of the principal's or immediate supervisor's decision, may appeal said decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing, reciting the matter submitted to the principal or immediate supervisor as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent, or his/her designated representative, shall within ten (10) days hold a hearing with the concerned employee in an attempt to resolve the matter as quickly as possible. The Superintendent, or his/her designated representative, shall render his/her decision, along with his/her reasons, in writing to the



employee and to the principal or immediate supervisor within ten (10) days of the close of the hearing(s).

8:7 Level Four:

8:7.1 The concerned employee, no later than ten (10) days after receipt of the Superintendent's decision, may request that the Association appeal said decision to the Board of Education. If the Association determines that the concern should be appealed to the Board, it shall make such appeal no later than ten (10) days after the decision of the Superintendent. In such event, the official concern record maintained by the Superintendent shall be available for use by the Board of Education.

8:7.2 The Board of Education shall, within a period not to exceed fifteen (15) days nor less than eight (8) days, hold a hearing with the concerned employee and shall, within a period not to exceed ten (10) days of the completion of the hearing(s) render a decision, along with its reasons, in writing to the concerned employee and to the Association representative. The Board's decision is final and not appealable.

8:8 Miscellaneous:

8:8.1 All documents, communications, and records dealing with the processing of a concern shall be filed in a separate concern file and shall not be kept in the personnel file of any of the participants.

8:8.2 Hearings at any level of this procedure may be waived by mutual agreement of the parties.

8:8.3 A form for filing concerns shall be prepared jointly by the Association and the Administration, reproduced by the Administration and distributed to the Association so as to facilitate operation of the concern procedure. The appropriate form shall be used for filing a concern at each level of the procedure. This form will contain a section for undisputed facts.

8:8.4 All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives referred to in this Article.

8:8.4.1 Both sides will present written documents five (5) days prior to the scheduled Board hearing.

8:8.4.2 Both parties will be present during presentations.

8:8.4.3 A written statement of facts will be jointly agreed upon at each level. Witnesses will be permitted if there is a dispute over facts.

8:8.4.4 There is a thirty (30) minute time limit on presentations, which is inclusive of presentation, witnesses, and rebuttal, but exclusive of Board questions and answers.

8:8.4.5 Five (5) days prior to the hearing, either side may make a written request for additional time, and must specify the time needed.

8:8.5 The Association shall have the right to initiate at Level Three those concerns which arise from District Level Decisions or in those cases where the concern directly affects more than one employee or more than one building.

8:9 If a grievance and a concern(s) arise from the same incident/situation, the alleged violations and remedies shall be consolidated for each and shall be processed and heard simultaneously until reaching the appeal level following the superintendent's decision (Level III)) at which time the grievance proceeds to grievance mediation and the concern to the school board. The grievant/complainant shall clearly specify violations of the contract for the grievance and the policy, rule/regulation/administrative decision at issue for the concern.

## ARTICLE IX HOURS OF WORK & WORKING CONDITIONS

### Instructional Paraprofessionals and School Paraprofessionals

9:1 Paraprofessionals shall work as outlined in Title 14 Section 1335

9:2 The normal work day for full time paraprofessionals shall be no more than 7.5 hours, inclusive of lunch, between the hours of 7:30 a.m. and 3:30 p.m.

Paraprofessionals may be required to attend staff meetings on a day designated by administration until 30 minutes after the student school day. If the State should mandate a longer work day, the parties will meet to renegotiate the effects of that change.

9:2.1 There shall be a paid duty-free thirty (30) minute lunch for full-time employees and two (2) duty-free break periods of fifteen (15) minutes. There shall be a paid duty-free thirty (30) minute lunch and one (1) duty-free break of fifteen (15) minutes for employees working less than full-time with a minimum of 5 hours worked on the day in which the lunch and break is taken. Release-time or part-time paraprofessionals and the principal shall determine their daily and/or weekly schedules; and the decision of the principal shall be final.

9:3 Paraprofessionals required to work beyond their normally scheduled work days shall be compensated at the rate of time and a half, except for Open House and

Parent Workshops. For Parent Workshops, the employee shall receive compensation or compensatory time for time required to attend the workshops. Paraprofessionals shall not be required to attend more than one (1) open house per year.

9:4 Paraprofessionals shall work as outlined in Title 14 Section 1335

9:4.1 The actual days to be worked during the year shall be published by August 15 each year.

9:4.2 One (1) of the 180 or 185 days required for paraprofessionals shall be reserved for in-service for those paraprofessionals who are required to be recertified.

9:5 In the event the employee work day is cancelled, employees shall be so notified according to District operating procedures. The District will make every attempt to notify employees at the earliest time.

9:6 When schools close early for emergency conditions, paraprofessionals may leave at the time designated for certified employees.

9:7 When, due to inclement weather, the normal starting time of school is delayed, the normal starting time for Paraprofessionals, only for paraprofessionals whose schedule begins with the opening of school during the normal working days, will be adjusted by the amount of the delay.

When, due to inclement weather, schools are closed early, Paraprofessionals may leave as soon as the students have been safely dismissed from the building. Paraprofessionals shall not be required to report to work on days when school is closed due to inclement weather, unless the Superintendent and Association President mutually agree for Paraprofessionals to report to work. Should a Paraprofessional not attend work on such a day, they will be able to use any available leave time or make up the day at a time mutually agreed upon with their supervisor.

9:8 At the District's discretion, substitutes may be provided for Paraprofessionals.

9:8.1 Whenever possible, twenty-four (24) hours notice will be given to release time employees when they are required to work beyond their normal work day as a substitute for another release time employee.

9:9 Paraprofessionals shall not be required to function as teachers. Elementary Paraprofessionals who work in the library will be under the direction of the librarian. Paraprofessionals may be required to supervise class in cases of emergencies or meetings, and team planning periods. In the event Paraprofessionals have to cover classes, they shall be given sufficient direction for the teacher to carryout the on-going program. Paraprofessionals should not be

responsible for primary instruction. Whenever possible, Paraprofessionals should not be used in situations that normally call for the hiring of a substitute teacher. Instructional Paraprofessionals shall not be used to perform secretarial/clerk functions in the school's office on a regular basis.

- 9:9.1 If a paraprofessional is assigned as a substitute for 3.5 hours or more in a given day, the paraprofessional shall receive a \$30 stipend per day in addition to regular salary.
- 9:10 As long as the absence and the program are approved by the Superintendent, Paraprofessionals may receive in-service credit for any program for which Delaware Department of Education grants credit.
- 9:11 Every effort will be made not to schedule Instructional Paraprofessionals for more than the equivalent of one period of student supervision per day. Where the employee believes that non-instructional duties are assigned inequitably among paraprofessionals within a school, it shall be brought to the principal's attention and, if not resolved, shall be reviewed by the appropriate Director (Special Education, Instruction) and/or the Title I supervisor for final resolution. When supervisory duties are assigned, the District will provide all appropriate disciplinary support.
- 9:12 Employees who wish to be given Hepatitis B inoculations at no cost to them, shall submit their request to the Human Resources Office. This shall be done in accordance with District procedures.
- 9:13 It shall be the goal of the District to assign students in each instruction group as outlined in the Title I Handbook.
- 9:14 Every effort will be made to assign no more than 6 students to an Instructional Paraprofessional at any one time. Student supervision is exempt from this provision.
- 9:15 Every effort will be made for Instructional Paraprofessionals who are required to deliver lessons to have material preparation time daily.
- 9:16 Paraprofessional positions for summer school shall be staffed in accordance to District-wide seniority and the qualifications necessary to satisfactorily perform the duties of the position.

#### Bus Drivers and Bus Paraprofessionals

- 9:17 Hours/routes shall be established by the District subject to review, if requested, and this review will be done by a Transportation Supervisor from outside the Capital District. Each Bus Driver and each Bus Paraprofessional shall be scheduled for at least 5 hours of work per day. If due to an emergency, change of route, or loss of student(s), the work assignment of a transportation employee is reduced below 5 hours per day, the employee shall continue to be paid for 5 hours

until the start of the next school year when routes will be reassigned, unless such hours decrease below 2 and necessitates the immediate rifting of employees by seniority. Any route of less than 5 hours may be reassigned or absorbed by other routes. At least 50%, or major fraction thereof, of the permanent bus drivers and 50%, or major fraction thereof, of the permanent bus paraprofessionals will be scheduled for at least 6 hours of work per day.

- 9:18 Transportation employees shall drive or ride non-State of Delaware vehicles after an orientation and a test drive in the leased vehicle. Subcontracted van drivers will be properly licensed and qualified.
- 9:19 If a Bus Driver and Bus Paraprofessional have been designated to work a field trip and the trip is cancelled on the day of the trip for any reason other than inclement weather, the driver and paraprofessional will be paid for two (2) hours at their rate of pay.
- 9:20 Transportation employees may be subject to random drug tests as part of their employment. In such cases where a transportation employee is subject to a random drug test he or she shall be paid for the actual time it takes to complete the drug test up to a maximum of two (2) hours.

#### Professional Dress Policy for

- 9:21 Rationale: Education is an honorable profession. Thus it is appropriate for a premier school district to set and maintain standards of attire befitting the importance of the educational process. When educators dress for work they should do so with the attitude that they are preparing to do something important and that they are representative of the educational process to our public constituents and students. These guidelines, however, must be applied in the context of the activity, age and abilities of the students served, and the physical environment at the time.

##### 9:21.1 Guidelines for Professional Dress:

- a) An educator's attire should not cause a distraction to the educational process:
- b) No article of clothing or accessory may suggest sexual overtones or contain obscene, vulgar, profane, sacrilegious, discriminatory prints or refer to or display alcohol, tobacco, drugs or firearms. It is suggested that short sleeved T-shirts not be worn unless germane to the instructional/supervisory duty:
- c) Shoes or other appropriate footwear must be worn at all times. In most settings slippers or shower flip-flops would not be appropriate.

- d) Proper undergarments must be worn at all times and must not be worn in a manner that renders them visible to the onlooker.
- e) Tops must not reveal midriffs or excessive cleavage. Muscle shirts, tank tops, apron tops, or spaghetti strap tops, halter tops, tube tops, crop tops, mesh/fishnet or see-through materials are inappropriate for the instructional environment.
- f) No shorts, skirts, or dresses shorter than 2 inches above the knee should be worn. As a rule of thumb, shorts should not be worn in the instructional environment unless germane to the instructional purpose (i.e. Physical Education) or germane to the activity of the day (i.e. Field Day, etc.).
- g) No clothing that is not in good repair should be worn. This includes clothing that is frayed, tattered or has holes.
- h) Hats, caps, visors, and all other head coverings, including headbands, bandannas, pics, combs, earmuffs and kerchiefs may not be worn inside any of the school buildings.
- 1. Educators have the responsibility to follow district guidelines for dressing and grooming in a manner which shows cleanliness, promotes safety, demonstrates respect for themselves and others and promotes the positive image of the Capital School District and its educators.

#### 9:21.2 Manner to Resolve Disputes Regarding Guidelines

- a. Should an administrator deem an educator under his/her supervision to be dressed inappropriately, the administrator will bring that to the attention of the educator individually and suggest corrective steps.
- b. Should another occurrence take place, the administrator will set up a conference with the educator. All contractual obligations regarding 48-hour notice and representation by CPA apply.
- c. Should subsequent occurrences take place, the administrator and the CPA will set up a mediation conference to address the issues. Mediation will involve representatives from the Administration and the CPA to aid in a resolution. The parties may appoint a disinterested 3<sup>rd</sup> party to facilitate/mediate the discussions.
- d. No disciplinary action shall result from this disciplinary process nor shall there be any written record of the incident(s).

### ARTICLE X EDUCATIONAL IMPROVEMENT

10:1 The Board and the Association recognize the obligation of employees to participate in staff development programs for the improvement of employee performance. Furthermore, both the Board and the Association recognize the importance of adhering to the guidelines and requirements of the federal law enactment "No Child Left Behind Act of 2001, section 1119, "Guidelines for teachers and paraprofessionals." Additionally, all requirements established in this Act shall be followed as a requirement for employment as necessary. When the impact on wages, hours, or conditions of employment of any of the components of this Act become known to either party, negotiations on said impact will commence promptly upon the request of either.

10:1.1 The Association recognizes the administration's right to require staff to meet all state requirements for maintaining permits including keeping their DEEDS webpage up to date and accurate.

10:2 If the Board requires an employee to attend any workshop or conference, the Board shall pay the full cost of necessary expenses subject to the District's Travel Policy:

10:3 The District shall budget \$13,000 annually to reimburse regular, full-time and part-time employees for tuition for college level courses approved by the District and related to the employee's current duties with the District. From this fund the district shall pay the fee for the first test taken for the Praxis I and the Para Pro for each employee who is moved to a Title I school and submits verification for reimbursement. This provision shall be prospective from the effective date of this contract. The following rules shall apply to this program:

10:3.1 The Board agrees to pay tuition only for approved college-level courses up to maximum per credit rate equal to the per credit rate established by the University of Delaware. Other courses/program seminars shall be reimbursed at a rate equal to the tuition of the course up to the rate of \$200 per course or program seminar. A maximum of twelve (12) credit/program seminar hours per fiscal year. Courses that are otherwise funded by the State or other sources shall be excluded from this program. Courses funded by a student loan will have payment made directly by the District to the staff member's lender. Prior to the commencement of a course a staff member will submit a Request for Reimbursement form to the District business office so that funds will be reserved. A grade of B or better (or P) shall be submitted to the District for payment at the end of the course. If no request for payment will be submitted, the employee will notify the business office so that the reserved funds can be released to other employees.

10:3.2 If there are insufficient funds to provide a full grant, an equitable lesser grant shall be given. Prior to the commencement of a course a staff member will submit a Request for Reimbursement form to the District business office so that funds will be reserved.

- 10:3.3 A paraprofessional who voluntarily terminates employment with the Capital School District or is terminated for cause prior to the date that reimbursements are made will not be reimbursed. Regular employees rified will be reimbursed for coursework taken and submitted prior to the effective date of severance.
- 10:4 Bus Drivers and Bus Paraprofessionals who are required to attend training/seminars/workshops held outside work time, the costs for which, including mileage at the State rate, will be reimbursed to the employee. Transportation employees may request to attend relevant training/seminars/workshops held outside work time and, if approved, will be reimbursed for the costs as above.

## ARTICLE XI TRANSFERS, REASSIGNMENTS

### Instructional and School Paras

#### 11:1 Definitions:

- 11:1.1 Position - a bargaining unit job/assignment within the job classifications covered by this contract.
- 11:1.2 Vacancy - a posted bargaining unit position arising from the resignation, retirement, or termination of a current employee, or a newly created bargaining unit position.
- 11:1.3 Transfer - the movement of an employee from one building to another.
- 11:1.4 Involuntary Transfer - movement of an employee from one building to another initiated by the District.
- 11:1.5 Reassignment - (voluntary or involuntary) movement within the classification within a building.

#### 11:2 Posting

- 11:2.1 Notices for vacancies in the bargaining unit shall be posted in each building as they occur. Notices shall be posted normally for ten (10) working days prior to the application deadline. Starting August 1<sup>st</sup>, posting periods may be for less than ten (10) days but not less than four (4) days. For situations where employees leave immediately with five (5) days or less notice, the posting length may be reduced to no less than four (4) days. No permanent appointment shall be made until after the deadline for filing applications. The Association President shall be consulted if a shorter posting period is desired.



11:2.2 The posted notices of vacancies shall contain:

- A. Type of vacancy
- B. Position description
- C. Location and hours
- D. Starting date
- E. Qualifications

11:3 Instructional Paraprofessional and School Paraprofessional employees must apply for a voluntary lateral transfer during the posting period. The categories in which they may apply are:

- A. Instructional Paraprofessional
- B. School Office Paraprofessional

11:3.1 In the determination of a request for a voluntary lateral transfer, the wishes of the individual employee will be honored if s/he is the only applicant for the position and to the extent that the transfer does not conflict with its instructional requirements and best interest of the school system. From among 2 or more applicants for lateral transfer, criteria to be considered are qualifications, education, evaluation – absence of a working Improvement Plan, experience, physical health (if a specific requirement of the job), acceptable attendance pattern, seniority and an interview with the principal. If the qualifications of two (2) or more applicants are relatively equal, the applicant with the greater seniority shall be awarded the position. Where the request is denied, the employee shall be given written reason upon request.

11:3.2 In the event a transfer is granted across categories, the employee will retain his/her seniority, except for purposes of Article XII - RIF and Recall, and years of experience.

11:4 Employees applying for a position increasing their hours must file an application no later than the closing date set forth in the posting notice.

11:4.1 Applicants will be judged on the basis of the criteria stated in 11:3.1 above.

11:4.2 The District may seek applicants not already employed in the District. In all cases, preference will be given a current employee applicant unless an out-of-District applicant has superior qualifications for the job.

11:4.3 Applicants who are not chosen will be notified in writing.

11:5 Involuntary Transfer

Involuntary transfers may be made due to funding, operational needs, and staffing needs. In the event a transfer is necessary the least senior person in the building and category with excess staff will be involuntarily transferred.

#### 11:6 Reassignment

Reassignments may occur at the initiation of the employee or the building administration. A reassignment may occur without an existing vacancy in the building or prior to posting of a vacancy.

#### Bus Drivers and Bus Paraprofessionals

- 11:7 No less than one calendar week before the start of school for students, Bus Drivers and Bus Paraprofessionals shall meet with the Transportation Supervisor to received bus routes and assignment of students. Suggestions for modifications may be made at that time. The final plan for routes and students rests with the Transportation Supervisor. Assignments based upon the plan will be offered in declining seniority order, first to Drivers and then to Paraprofessionals. Bus drivers will be paid for any mandatory meetings at their per diem rate of pay.
- 11:8 If a vacancy arises in a driver or paraprofessional position after the initial assignments are made, a notice of the position and the scheduled hours for the route will be posted for three (3) work days at the transportation office or in a location accessed daily by the transportation employees.
- 11:9 From among the qualified current employee applicants in the job classification (driver or paraprofessional) wherein the vacancy arose, the most senior will be offered the position. If there are no applicants from that job classification the position will be offered to the most senior qualified current employee applicant from the other job classification. If there are no internal applicants from either job classification, the employer may hire a replacement with its discretion. The transition to the new assignment shall be accomplished within a time frame of thirty (30) school days. Any State regulations regarding driver or paraprofessional requirements will be followed.
- 11:10 Summer employment shall be offered to current school year employees in descending order of seniority. Summer routes shall be assigned to those offered employment in the same manner as provided in 11:7. Except in an unusual circumstance, routes will be known three (3) week days prior to the start of the summer session.
- 11:11 Extra runs and field trips shall be offered to employees on a rotational basis. Extra runs and field trips shall be offered to all employees. If an offer is refused the next employee on the list is asked. All extra assignments shall be paid at the employee's hourly rate.

ARTICLE XII  
SENIORITY, LAYOFF AND RECALL

12:1 The term "seniority," except for purposes of RIF and recall, as used in this Agreement shall be calculated as length of continuous service in the District. Service in positions shall count toward seniority on a prorated basis determined by  $\frac{1}{4}$ ,  $\frac{1}{2}$  or whole day worked. In the case of Bus Drivers and Bus Paraprofessionals there shall be no calculation of seniority based upon hours worked. The term "seniority within his/her category" shall be used for RIF and recall purposes and shall mean the employee's length of service within a particular category within the District. This Article shall not apply to temporary or casual employees.

12:1.1 The categories covered by this Article are:

- A. Instructional Paraprofessional
- B. School Office Paraprofessional
- C. Bus Drivers
- D. Bus Paraprofessionals

12:2 Seniority lists will be provided to the Association on or before March 1<sup>st</sup> of every year. The Association will be notified of all new hires, terminations, promotions and demotions as soon as practical.

12:3 An employee shall lose his seniority under the following circumstances:

- 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 of return to work within the specific time requirements;
- C. Failure to respond to proper recall notice or laid-off for more than two (2) years. (See 12:9)

12:4 Upon satisfactory completion of the probationary period, the employee's seniority shall be established as the date of hire. Temporary employees subsequently hired into a permanent position without a break in service shall have seniority established as of original date of hire.

12:5 If a reduction-in-force is necessary beyond normal attrition, the Board shall determine the number of positions or hours that will be reduced, as well as the date such reductions are needed, provided, however, that an affected employee is given written notice between thirty (30) and sixty (60) calendar days prior to effective date of such reduction-in-force. The President of the Association shall be apprised. With respect to Federal Paraprofessionals, the District should advise them by August 1 of their employment status. Should it be necessary to RIF a Federal Paraprofessional after August 1, the District shall give the same notice as specified in this section.

12:6 To accomplish a reduction-in-force, an employee will be rified on the basis of seniority within his/her category as listed in 12:1 with those having the least seniority within the category being dismissed first. In the event two or more employees have the same length of service in the category, the following criteria shall be used in the order enumerated as tie-breakers:

- A. Length of total service in the District in this bargaining unit
- B. Additional training obtained (college coursework, in-service classes)
- C. Lottery

12:6.1 Full-time employees that have been notified that they are to be rified, have the right to bump the least senior employee in another seniority category with equal or lesser pay, providing the employee is qualified and has more seniority within the category than the employee being bumped. An employee shall be deemed qualified if he/she meets the minimum posted requirements for the position being bumped. In the case of Bus Drivers and Bus Paraprofessionals, if there is not a less senior employee in the rified employee's category, the employee may bump into the other transportation category, providing the employee meets the qualifications for the position.

12:7 Recall

Employees shall be recalled in the inverse order of layoff when a position comparable to the terms of the one from which they were reduced and for which they are qualified is open and shall receive the salary of the classification to which they are recalled with step placement based upon the employee's years of experience. If an employee is recalled to a classification which is lower paying than the one for which the employee was rified, said employee shall be given preference to transfer into the first vacancy within his/her former classification.

12:8 Refusal of an employee to accept the position within ten (10) days of the postmarked date on the certified notice and then to report to work within ten (10) days of that date will relieve the Board of further obligation to offer re-employment.

12:9 Employees who are laid off shall be automatically placed on the recall list for a period equal to their length of service but not to exceed two (2) 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 one year. Failure to respond to that notification, in writing, shall eliminate the employee from the recall list.

12:10 Time lost by an employee laid off under the provisions of this Article who is subsequently recalled under provisions of this Article shall not be considered to interrupt continuous service, but such time shall not be counted toward additional

service to be a criterion for holiday, vacation, pay or other benefits and seniority as set forth in this Agreement.

- 12:11 Employees who are eligible for recall must keep the School District informed of any changes in their address. Notice must be sent by Certified Mail.
- 12:12 Employees on Board-approved leaves of absence shall be subject to the layoff provisions of this Article.
- 12:13 An employee on the recall list may refuse a part-time positions without jeopardizing his/her position of the recall list. If the employee accepts the part-time position, he/she shall have the opportunity to be assigned a full-time position if an opening should occur. 12:13 shall not apply to transportation employees.
- 12:14 Riffed employees may continue benefits, where the company/carrier permits, at employee expense.
- 12:15 Unique Alternative Paraprofessionals (1 on 1 Paraprofessionals) are temporary positions and will stay with the student with whom they are currently assigned for the year unless one of the following situations is in effect:
- a The district notifies the paraprofessional that he/she will not be assigned to work with that student
  - b The student does not qualify for Unique Alternative Services (1 on 1)
  - c The student leaves the district
  - d The paraprofessional requests and is granted a voluntary transfer to another area/program in the district

If situation a, b, or c occurs during the middle of school year, the paraprofessional will be released of his/her duties.

### ARTICLE XIII LEAVES OF ABSENCE

- 13:1 Leaves of absence, including sick leave and absences for other reasons, shall be according to Delaware State Law; and, in the event the law(s) related to leaves of absence, including sick leave and absences for other reasons, is modified or amended, such amendments or modifications shall also be incorporated as part of this Agreement and shall supersede or modify any conflicting portion of this Article.
- 13:1.1 A leave of absence without pay and without credit for experience toward salary computation, seniority or pension eligibility or computation of up to one (1) year shall be granted for the purpose of caring for a critically ill member of the employee's immediate family with proper medical certification. Additional leave, for one (1) additional year only, may be granted upon recommendation of the Superintendent and approval by the

Board. The Family Medical Leave Act may be applied in conjunction with this leave of absence.

13:1.2 Unpaid Parental leave may be granted by the Board of Education in conjunction with the Family Medical Leave Act whose term may extend beyond that set by the FMLA.

13:1.3 Any employee elected to an office of the Delaware State Education Association or the National Education Association shall be granted a leave of absence without pay for a period of two (2) years. Such leave shall be renewable. Such leave shall be granted to not more than one (1) employee at any time, and the leave holder shall continue to accumulate seniority.

13:1.4 The employee on extended leave, paid or unpaid, shall notify the Board by certified mail, return receipt requested, no less than sixty (60) days prior to his/her intention to return to or resign from his/her position in the District.

13:1.5 At the end of an extended leave, the employee shall be assigned to a similar position (in classification) to the one from which leave was granted in accordance with his/her seniority.

13:1.6 Additional sick leave or leaves of absence for other reasons may be considered on an individual basis.

13:1.7 Employees on unpaid leaves of absence shall be able to continue to participate in Board-sponsored group benefit programs at their own expense provided the company providing such benefits agrees.

13:1.8 Unpaid leaves of absence shall not constitute a break in continuous service, but neither shall such leave time be credited toward seniority in the District or be a criterion for holiday, vacation, pay or other benefits, as set forth in this Agreement.

13:2 Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service under the provisions of School Law. Evidence of such service shall be provided to the employer.

13:2.1 Employees are expected to report to work when excused from jury duty if two or more hours remain in their work day. Failure to report when two or more hours remain in their work day will result in their pay being docked for those hours missed.

13:3 Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system or in any other civil or criminal legal proceeding will be provided if the employee is required by law to attend; provided that the employee does not have an interest in the proceeding.

- 13:4 Employees will be provided an annual record of their sick leave balance.

ARTICLE XIV  
EVALUATION

- 14:1 Evaluations will be the responsibility of the employee's principal, associate principal, or appropriate supervisor. Any administrator participating in the employee's evaluation will sign the evaluation.
- 14:2 As specified in the teacher agreement, Section 5:17, teachers may provide input into the paraprofessional's evaluation. Teachers are encouraged to provide input into the para's evaluation. Teacher input will be strongly considered when the evaluation is written.
- 14:3 Observations may be announced or unannounced and should be on-going. When observations are announced the employee will be given one (1) day's notice. If an observation shows areas needing improvement, written suggestions must be made within five (5) days.
- 14:4 The written evaluation will be given to the employee by June 1. Within ten days after receipt of the evaluation report a conference will be held to discuss the evaluation. The evaluation should be responded to or signed by the employee within three (3) days of the conference.
- 14:5 Employees shall sign the evaluation and return within three (3) days, signifying that the report has been read by the employee. Employees have the right to comment in writing about the contents of the evaluation, and said comments shall be attached to the original. The provisions of Article 6:2 shall apply in regards to timelines for the failure of the employee to return the signed evaluation.
- 14:6 When an employee receives a rating of unsatisfactory, the employee shall have the opportunity to:
- A. Have a conference with the administrative supervisor and/or Director;
  - B. Participate in the development of a written plan for improvement; and
  - C. Participate in the development of written timelines for the accomplishment of the improvement plan.
- 14:7 All monitoring and observation of work performance shall be conducted openly and with the full knowledge of the paraprofessional. Public address, audio system and similar surveillance devices shall be strictly prohibited if used for the purpose of eavesdropping.
- 14:8 The evaluation instruments will be approved District instruments for paraprofessionals according to category.

- 14:9 The contents of the evaluation are not subject to the grievance procedure.

ARTICLE XV  
SAFETY

- 15:1 If an employee feels that an unsafe or unhealthy situation occurs, the employee shall immediately notify the immediate supervisor. The supervisor will investigate the situation and take prompt action to attempt to resolve the situation. If the employee is dissatisfied, the employee may file a Concern under Article VIII of this contract.
- 15:2 When the temperature in a classroom falls below 60 or rises above 85 the administration will attempt to relieve the situation.
- 15:3 Employees shall report cases of injury suffered by them in connection with their employment to their immediate supervisor before the end of that day. The appropriate forms and paperwork will be completed as required. These are available from the school nurse or Benefits Office.

ARTICLE XVI  
SALARIES AND EMPLOYEE BENEFITS

- 16:1 In addition to any State salary, stipend, bonus, or compensation, employees will be paid on the following schedules:

1. Schedule A - Instructional Paraprofessionals.
2. Schedule B – School Paraprofessionals
3. Schedule C – Bus Drivers and Bus Paraprofessionals

Raises in the State Paraprofessional Schedules shall be passed through and applied to the predecessor scale. If funding the State raise would cause significant impact on paraprofessional staffing levels either party may make a request to reopen negotiations on the sole issue of salary and layoff. Good faith negotiations will commence upon the request of either party.

Each year, bus drivers shall have each step of their salary schedule increased by the percentage increase provided by the State for transportation reimbursement. Bus Paraprofessionals will be paid according to the State of Delaware Service Aides salary schedule calculated on an hourly basis based upon 1350 hours per year. A driver will be paid his/her rate for maintenance runs including waiting time. Each transportation employee will be paid his/her rate for all required meetings beyond the time of the run.

- 16:3 All qualified employees will be eligible to participate in the State of Delaware Pension Plan in accordance with the applicable provisions of the Delaware Code.



- 16:4 All employees will be covered by the State of Delaware Blood Bank Program and the State of Delaware group life insurance plan at the request of the employee and will be covered by the State of Delaware Workers Compensation and unemployment compensation insurance program.
- 16:5 During after contract hour meetings or events, a paraprofessional who is assigned child care duties for parents who attend will be paid at the State stipend.
- 16:6 The district shall reimburse each transportation employee holding a bus driver's license up to \$80.00 per annual physical.
- 16:7 For those employees who opted to remain with the State of Delaware Pension System long term disability policy only, the Board shall continue to provide a Disability Insurance Plan with minimum terms as listed below at no cost to the employee. When, at such time as all employees are enrolled in alternative disability plans through the State of Delaware, the district's obligation to continue the disability plan specified herein will cease.

Illness

60 elimination period

60% of monthly income to

\$4,000\* until age 65

Accident

60 day elimination period

60% of monthly income to

\$4,000\* until age 65

\*Less any benefits payable from other Group Insurance plans, Social Security and/or State Pension Plan.

## ARTICLE XVII EMPLOYEE FACILITIES

- 17:1 The District will continue to provide an employee lounge area convenient for all employees.
- 17:2 Locked space shall be provided for the storage of personal articles.
- 17:3 Individual mailboxes will be provided for each full-time employee.
- 17:4 Bus Drivers and Bus Paraprofessionals are exempt from the provisions of 17:1 – 17:3 except:
- a. The district shall provide restrooms for male and female employees.
  - b. A means for employees to receive mail shall be provided.

ARTICLE XVIII  
ADMINISTRATIVE/EMPLOYEE LIAISON

- 18:1 Paraprofessionals shall be a part of the regular building liaison committee. Issues not resolved at this level should be brought to the District Liaison level. Bus Drivers and Bus Paraprofessionals shall have liaison meetings with the Transportation Supervisor. Issues not resolved at this level may be brought to the Superintendent or his/her designee.

ARTICLE XIX  
PARAPROFESSIONAL ADVISORY COUCIL

- 19:1 The purpose of the Advisory Council shall be to advise the Superintendent of designee on issues and ideas related to paraprofessionals that work in the district. The Council may share initiatives and have relevant discussions on issues related to paraprofessionals including but not limited to, instructional strategies, evaluations, job descriptions, professional development and other related matters.

The Council shall consist of two (2) permanent representatives appointed by the Superintendent/Superintendent's designee and the following representatives from the CPA: CPA president, one instructional paraprofessional, one special education paraprofessional, one extra support paraprofessional, one behavior paraprofessional, one school office paraprofessional, one bus paraprofessional, and one bus driver. The CPA president may serve dual roles. CPA representatives shall be selected from volunteers from a cross section of buildings and shall be agreed upon with the Superintendent/Superintendent's designee. Members shall serve at the pleasure of the Superintendent/Superintendent's designee. District office personnel may be asked by the Superintendent/Superintendent's designee to attend a meeting to respond to specific issues raised by membership.

The Council shall meet a minimum of two times a year (October and March) during the student day with substitute funds provided. If another meeting is needed to resolve an issue, additional meetings can be called with agreement of the Superintendent/Superintendent's designee and CPA.

All written recommendations from the Council shall be submitted to the Superintendent/Superintendent's designee. The Superintendent shall reply in writing in a timely manner as to the Superintendent's disposition of the Council's recommendation. That disposition of the Superintendent's recommendation will be presented to the Board.

Reports of the Council or any Study committee established by the Council may include minority as well as majority views.

All programs recommended by the Instructional Advisory Council are subject to the approval of the Board of Education.

ARTICLE XX  
UNION DUES

- 20:1 The Board agrees to deduct Association dues from the salaries of employees as authorized by 19 DE. C. Chapter 13 or applicable successor provisions of the Delaware Code. The total portion of annual dues remaining unpaid at the time an employee is separated from employment with the District will be deducted from the employee final paycheck.

The Association shall certify to the Board, in writing, the current rate of its unified membership dues and shall give the Board written notice prior to the effective date of any change.

- 20:2 All permanent full-time (30 hours or more per week) and part-time (29 hours or more per week) employees in the collective bargaining unit for more than thirty (30) days who are not, do not become, or do not remain members will, during any such period of non-membership, pay to the Association a service fee determined by the Association but not to exceed the dues required of its members. The procedure for the determination of the service fee and the rights of non-members of the Association will be provided to them in compliance with DSEA Policies consistent with United States Supreme Court rulings. This service fee obligation shall not apply to any member of the bargaining unit employed prior to the signing of this contract except that any bargaining unit employee shall be subject to a service fee if s/he withdraws his/her membership in the Association at any time except for periods on unpaid leaves of absence. Transportation employees must be scheduled for 30 or more hours per week to be subject to this agency fee provision.

The employer agrees to deduct the service fees from the earned wages or salary of each employee covered by this Agreement. Service fee deductions will be made from the semi-monthly payroll. Such deductions for service fees are to be transmitted each payroll by the District, with a list of those from whom deductions have been made, to the designee of the Association, not later than ten (10) days after the pay day. The Association will notify the employer at least thirty (30) days prior to any change in service fees.

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 where it has made an error, as acted in bad faith or engaged in willful misconduct.

The Personnel Office will make each applicant for employment aware of this Article before hiring.

If the employee leaves the District's employ before the total amount of the fair share fee owed to the Association has been deducted, the District will deduct any amount owed to the Association from the employee's last paycheck and transmit it to the Association's designee.

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 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.

ARTICLE XXI  
MISCELLANEOUS PROVISIONS

21:1 Conditions:

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future endorsement of the terms and conditions herein.

21:2 Conflict with Law:

It is understood and agreed that if any part of this Agreement is in conflict with Federal or State laws that such part shall be suspended and the appropriate legal provisions shall prevail without effect upon other parts of the Agreement.

21:3 Alteration of Agreement:

This Agreement may be altered only by an instrument executed in writing, signed by the parties, and ratified by the Board of Education and the Association membership.

21:4 Individual Contracts:

Any individual contract between the Board and an individual employee, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.

21:5 Contract Printing:

Copies of this Agreement shall be printed at the expense of the Board, after agreement with the Association on its format within thirty (30) days after the Agreement is signed. Copies of the contract shall be provided to all employees now employed or hereafter employed.

21:6 Notice to Parties:

Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified letter at the following addresses:

21:6.1 If by Association to Board, the address of the District Office.

21:6.2 If by Board to Association, the home address of the Association President.

- 21:7 If during the life of this Agreement and administrative rules or regulations or Board policy shall be inconsistent with the provisions of this Agreement, the Agreement during its life shall be controlling over the inconsistent language in such administrative rules and regulations or Board policy.
- 21:8 If any provisions or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be invalid; but all other provisions or applications of this Agreement shall continue in full force and effect.
- 21:9 The Association and the Board shall meet as soon as practical to renegotiate the invalidated provision(s) of this Agreement.
- 21:10 Job descriptions are attached for informational purposes only as Appendix A.

ARTICLE XXII  
NO STRIKE: NO LOCK-OUT

- 22:1 The Association agrees that there shall be no strike during the term of this Agreement.
- 22:2 The District agrees that there shall be no lock-out during the term of this Agreement.

ARTICLE XXIII  
DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2020 and shall continue in full force and effect until June 30, 2023. No alterations in this contract from the predecessor shall be retroactive from the date of the signatures on this document. The parties agree to enter into negotiations over a succeeding Agreement at least sixty (60) days prior to the expiration of this Agreement. Either party will notify the other party, in writing, their desire to commence negotiations towards a new Agreement.

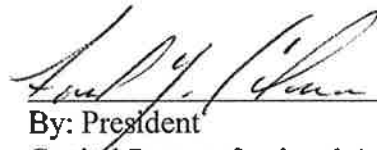
IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

**FOR THE CAPITAL SCHOOL DISTRICT:**



By: President  
Board of Education

**FOR THE CAPITAL PARA-  
PROFESSIONAL ASSOCIATION:**



By: President  
Capital Paraprofessional Association



Superintendent

\_\_\_\_\_  
Negotiations Chairperson

## Appendix A

### Capital School District Health & Dental Contributions per month

Health Plan	Fixed
First State Basic Plan	0
Aetna Employee	\$19.21
Aetna Employee and Spouse	\$57.78
Aetna Employee and Child	\$33.66
Aetna Family	\$70.07
Aetna CHD Gold Employee	\$15.30
Aetna CHD Gold Employee & Spouse	\$33.66
Aetna CHD Gold Employee & Child(ren)	\$26.78
Aetna CHD Gold Family	\$61.20
BCBS CDH Gold Employee	\$15.30
BCBS CDH Gold Employee & Spouse	\$33.66
BCBS CDH Gold Employee & Child(ren)	\$26.78
BCBS CDH Gold Family	\$61.20
Blue Employee	\$19.63
Blue Employee and Spouse	\$60.82
Blue Employee and Child(ren)	\$34.35
Blue Family	\$73.74
Comp Employee	\$61.97
Comp Employee and Spouse	\$131.22
Comp Employee and Child	\$104.70
Comp Family	\$164.15

Dental Plan	Fixed
Dental – Employee	\$28.59
Dental – Employee & Spouse	\$85.67
Dental – Employee & Child(ren)	\$85.67
Dental – Family	\$85.67

Appendix B

**SCHEDULE A**  
**CAPITAL SCHOOL DISTRICT**  
**INSTRUCTIONAL PARAPROFESSIONALS**

Exp	FY 2021	FY 2022	FY 2023
1	1,485	1,885	2,285
2	1,635	2,035	2,435
3	1,785	2,185	2,585
4	1,936	2,336	2,736
5	2,086	2,486	2,886
6	2,236	2,636	3,036
7	2,385	2,785	3,185
8	2,536	2,936	3,336
9	2,687	3,087	3,487
10	2,837	3,237	3,637
11	2,988	3,388	3,788
12	3,137	3,537	3,937
13	3,288	3,688	4,088
14	3,438	3,838	4,238
15	3,587	3,987	4,387
16	3,738	4,138	4,538
17	3,886	4,286	4,686
18	4,037	4,437	4,837
19	4,188	4,588	4,988



**Appendix B**

**SCHEDULE B**  
**CAPITAL SCHOOL DISTRICT**  
**SCHOOL PARAS**

<b>Exp</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>
<b>1</b>	995	1395	1795
<b>2</b>	995	1395	1795
<b>3</b>	995	1395	1795
<b>4</b>	995	1395	1795
<b>5</b>	995	1395	1795
<b>6</b>	995	1395	1795
<b>7</b>	995	1395	1795
<b>8</b>	995	1395	1795
<b>9</b>	995	1395	1795
<b>10</b>	995	1395	1795
<b>11</b>	995	1395	1795
<b>12</b>	995	1395	1795
<b>13</b>	995	1395	1795
<b>14</b>	995	1395	1795
<b>15</b>	995	1395	1795
<b>16</b>	995	1395	1795
<b>17</b>	995	1395	1795
<b>18</b>	995	1395	1795

State Service Aide Schedule through step 18, plus amounts above

Appendix B

**SCHEDULE C**

**CAPITAL SCHOOL DISTRICT**

**BUS DRIVERS**

**BUS PARAS**

Exp	FY 2021	FY 2022	FY 2023
1	17.05	17.05	17.05
2	17.05	17.05	17.05
3	17.05	17.05	17.05
4	17.05	17.05	17.05
5	17.11	17.11	17.11
6	17.11	17.11	17.11
7	17.11	17.11	17.11
8	17.11	17.11	17.11
9	17.11	17.11	17.11
10	17.21	17.21	17.21
11	17.21	17.21	17.21
12	17.21	17.21	17.21
13	17.21	17.21	17.21
14	17.21	17.21	17.21
15	17.29	17.29	17.29
16	17.29	17.29	17.29
17	17.29	17.29	17.29
18	17.29	17.29	17.29
19	17.29	17.29	17.29
20	17.36	17.36	17.36
21	17.59	17.59	17.59
22	18.79	18.79	18.79
23	19.05	19.05	19.05
24	19.45	19.45	19.45

Exp	FY 2021	FY 2022	FY 2023
1	13.68	13.68	13.68
2	14.16	14.16	14.16
3	14.45	14.45	14.45
4	14.73	14.73	14.73
5	14.74	14.74	14.74
6	15.02	15.02	15.02
7	15.29	15.29	15.29
8	15.57	15.57	15.57
9	15.85	15.85	15.85
10	16.13	16.13	16.13
11	16.40	16.40	16.40
12	16.68	16.68	16.68
13	16.95	16.95	16.95
14	17.23	17.23	17.23
15	17.50	17.50	17.50
16	17.77	17.77	17.77
17	18.05	18.05	18.05
18	18.32	18.32	18.32
19	18.61	18.61	18.61
20	18.88	18.88	18.88
21	19.16	19.16	19.16
22	19.41	19.41	19.41
23	19.66	19.66	19.66
24	19.93	19.93	19.93
25	20.19	20.19	20.19
26	20.46	20.46	20.46

## Appendix C

### CAPITAL SCHOOL DISTRICT

#### JOB DESCRIPTION

**TITLE:** KENT COUNTY COMMUNITY SCHOOL  
KCCS/DAP INSTRUCTIONAL PARAPROFESSIONALS

**REPORTS TO:** Principal

**PRIMARY FUNCTION:** Assists professional staff in meeting the educational and physical needs of the students.

**Required Training(s):** Successful completion of the required trainings

- Applied Behavior Analysis
- Aquatic Strategies
- Communication Strategies
- CPR/AED
- Feeding/Oral Motor Strategies
- Proper Body Mechanics and Transferring of Students
- Safety Techniques Module I, II (III as assigned by administrator)

#### PERFORMANCE RESPONSIBILITIES:

- Assist professional staff members in carrying out the instructional and/or related programs, once introduced by the professional staff member.
- Assist students in meeting their physical needs in order to benefit from the educational program. Responsibilities include feeding, bath rooming, dressing, positioning, transferring and/or using adaptive equipment, once the Paraprofessional has received training.
- Assist students in swimming in the pool to enhance their physical mobility, social, independent, and communication needs.
- Prepares the physical environment for the day's activities, including gathering the materials necessary for those activities, maintaining an orderly environment, and securing materials and equipment at the end of the day.
- Assist in implementing individual safety/behavioral plans, once trained by professional staff member.
- Apply consistent and appropriate standards of behavior, achievement, and discipline program to individual pupils, as agreed upon with professional staff members.

- Performs routine paperwork and data related services to document the child's individual progress.
- Assist students in transitioning to and from buses, to and from various locations, and accompanying students during evacuations and emergency situations.
- Accompany students on field trips and community outings while meeting students' physical, social, communication, and cognitive needs.
- Work cooperatively with all school personnel and support staff to ensure the care and education of each individual student to maintain positive school relationships.
- Promote and model pupils' feelings of dignity and self-worth.
- Demonstrate consistency in attendance and promptness to work and all related tasks assigned during the school day.
- Demonstrate a high level of professionalism during all times related to duties assigned, inclusive of maintaining confidentiality, positive tone, appropriate language and attire.
- Performs related work as assigned by the immediate supervisor.

## CAPITAL SCHOOL DISTRICT

### JOB DESCRIPTION

**TITLE:** SPECIAL EDUCATION PARAPROFESSIONAL

**REPORTS TO:** Principal

**PRIMARY FUNCTION:** Assists professional staff in meeting the educational and physical needs of the students.

#### **PERFORMANCE RESPONSIBILITIES:**

- Prepares the daily/monthly attendance report.
- Maintains and updates daily students' progress records.
- Assists in the recording of information on the students' report cards.
- Assists individual and groups of students with assignments.
- Performs ditto and copying tasks as requested by the professional to whom the aide is assigned.
- Prepares the physical environment for the day's activities, maintaining an orderly environment, and securing materials and equipment at the end of the day.
- Supervises students with their personal hygiene.
- Demonstrates regularity in attendance and promptness in reporting.
- Performs related work as assigned by the immediate supervisor.
- Participates in in-service programs designed to improve competencies in working with students.
- Assists in the collection and recording of information as it pertains to student assignments, instructional needs and evaluation.
- Accompanies students of field trips and other similar activities.
- Maintains the confidentiality of student information.
- Participates in parent conferences in the discussion of student performance when input is appropriate for the good of the students' program.

## CAPITAL SCHOOL DISTRICT

### JOB DESCRIPTION

**TITLE:** TITLE I/ INSTRUCTIONAL PARAPROFESSIONAL

**REPORTS TO:** Principal/Chapter I Supervisor

**PRIMARY FUNCTION:** To provide assistance in the reinforcement of basic skills to individual or small groups of students under the supervision of the classroom teacher.

#### **PERFORMANCE RESPONSIBILITIES:**

- Works with individual students or a small group of students to reinforce learning materials or skills introduced by the teacher.
- Provides information to assist in the diagnosis of students' needs.
- Assists in the preparation of materials to be used in the instruction of students.
- Participates in in-service programs designed to improve competencies in working with students.
- Assists in the collection and recording of information as it pertains to student assignments, instructional needs and evaluation.
- Accompanies students on field trips and other similar activities.
- Maintains the confidentiality of student information.
- Assists in the operation of the classroom and its organization for instruction.
- Participates in parent conferences in the discussion of student performance when input is appropriate for the good of the students' program.
- Demonstrates regularity in attendance and promptness in reporting.
- Works cooperatively with all school personnel and students to maintain positive school relationships.
- Performs related work as assigned by the immediate supervisor.

## CAPITAL SCHOOL DISTRICT

### JOB DESCRIPTION

**TITLE:** SCHOOL OFFICE and/or LIBRARIAN PARAPROFESSIONAL

**REPORTS TO:** Principal/Instructional Supervisor

**PRIMARY FUNCTION:** To provide support to the library program and office procedures.

### **PERFORMANCE RESPONSIBILITIES:**

- Assist with office procedures during the secretaries' lunch or when deemed necessary by the principal (i.e., typing, filing, sorting mail, greeting visitors, attending to student requests, distributing materials and answering the telephone).
- Assist with dismissal of students.
- Assist in the collection of money for special projects.
- Enforce proper cafeteria rules for student behavior during the breakfast program.
- Assists the Librarian with the library program as directed by the principal. (i.e., typing and processing materials, maintaining library files, repairing books, assist teachers for requested services, maintaining library collection, receiving and processing new books, assisting students with research, etc.).
- Demonstrates regularity in attendance and promptness in reporting.
- Performs related work as assigned by the immediate supervisor.

## CAPITAL SCHOOL DISTRICT

### JOB DESCRIPTION

**TITLE:** SPECIAL NEEDS STUDENTS BUS DRIVER

**REPORTS TO:** Transportation Supervisor

**PRIMARY FUNCTION:** To provide safe and comfortable transportation service for children attending the Dover Orthopedic Facility (KCCS) and the Intensive Learning Centers

### PERFORMANCE RESPONSIBILITIES:

- Obeys all traffic laws of the State of Delaware.
- Obeys all State Board Regulations pertaining to pupil transportation.
- Reports all mechanical problems to the Transportation Supervisor.
- Checks the bus before each trip for mechanical operation.
- Keeps the bus clean.
- Operates the bus on a regular schedule.
- Reports problems of children not ready or parents not meeting the bus to the Transportation Supervisor.
- Reports accidents or injuries to the Transportation Supervisor.
- Provides bus service for field trips.
- Attends in-service meetings conducted by the Transportation Supervisor.
- Keeps records of gas purchases and maintenance costs.
- Sees that children are loaded and unloaded according to established procedures.



## CAPITAL SCHOOL DISTRICT

### JOB DESCRIPTION

**TITLE:** BUS PARAPROFESSIONAL

**REPORTS TO:** Transportation Supervisor

**PRIMARY FUNCTION:** To assist the bus driver in providing safe and comfortable transportation service for children attending the Dover Orthopedic Facility (KCCS) and the Intensive Learning Center.

#### PERFORMANCE RESPONSIBILITIES:

- Assist the driver in loading and unloading the children.
- See that the children are secure and comfortable in their seats.
- Assist the driver in keeping the bus clean and orderly.
- Attend to any need of the children that would make the bus ride more pleasurable.
- Provide assistance to the driver as a watcher when the bus must be turned around on private property.

## Appendix D

### LEGAL REFERENCES

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

(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.

(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 that employee's own immediate supervisor of the fact and reason in advance, when possible, or otherwise before the expiration of the first hour of absence or as soon thereafter as practicable; failure to do so may be cause for denial of pay for the period of absence. Before approving pay for sick leave, the supervisor may at that supervisor's discretion require either a doctor's certificate or a written statement signed by the employee setting forth the reason for the absence. In the case of an absence of more than 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, niece, nephew, brother-in-law, sister-in-law, grandparent-in-law, or any other friend living in the employee's household.

(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.

(g) An employee retired subsequent to June 1, 1969, after serving in covered employment under Chapter 55 of Title 29, shall, on retirement, be paid for each unused sick leave day, not to exceed 90 days. The total amount paid shall be based upon that portion of the salary computed in accordance with state schedules, regardless of the source of funding, and shall be based upon 50 percent of the per diem rate of pay in effect at the time of retirement. Effective July 1, 1986, in the event of the death of a teacher or other school employee, payment shall be made to that teacher's or other school employee's estate at the rate of 1 day's pay for each day of unused sick leave not to exceed 90 days. Effective July 1, 1991, for school employees of the Department of Education and school district boards of education the per diem rate shall be 1/185 in the

fiscal year beginning July 1, 1999; 1/187 in the fiscal year beginning July 1, 2000; 1/188 for the fiscal year beginning July 1, 2001; and each succeeding fiscal year, of the annual salary based on state salary schedule for those employed 10 months; for those employed 11 months the per diem rate shall be 1/204 in the fiscal year beginning July 1, 1999; 1/206 in the fiscal year beginning July 1, 2000; 1/207 for the fiscal year beginning July 1, 2001; and each succeeding fiscal year, of the annual salary based on state salary schedule; and for those employed 12 months, the per diem rate shall be 1/222 of the annual salary based on state salary schedule. The local employing agency shall certify the number of days to which the employee shall be entitled.

#### **Title 14 Education**

#### **700 Finance and Personnel**

#### **712 Employee Leave**

##### **1.0 Sick Leave**

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

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

**8 DE Reg. 1479 (4/1/05)**