

**AGREEMENT**

**BETWEEN THE**

**MILFORD SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**AND THE**

**MILFORD EDUCATION ASSOCIATION, DSEA/NEA**

**PARAPROFESSIONALS**

**2021 - 2023**

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## **PREAMBLE**

This Agreement is entered into by and between the Board of Education of the Milford School District, Milford, Delaware, hereinafter called the Board, and the Milford Education Association affiliated with the Delaware State Education Association and National Education Association, hereinafter called the Association.

## **ARTICLE I**

### **RECOGNITION**

- 1.1** The Board hereby recognizes the Association as the exclusive Negotiating Representative for Public School Employees as defined in Title 14, Delaware Code, Chapter 40, as certified by the Department of Labor in the decisions of November 19, 1982, Case No. 155; and August 10, 1987, Case No. 178. Included in this Negotiated Agreement are the persons who are employed in the District: namely all full-time and part-time Technical Paraprofessionals, Educational Support Paraprofessionals, Discipline Paraprofessionals, World Language Paraprofessionals, and One-on-one Paraprofessionals. Unless otherwise indicated, the term "Paraprofessional," when used hereinafter in this Agreement, shall refer to all Paraprofessionals. Excluded from this Agreement are persons who are employed within the District who are not represented by the Bargaining Unit as defined in the above cases.

## **ARTICLE II**

### **DURATION OF AGREEMENT**

- 2.1** This Agreement shall become effective at 12:01 a.m. July 1, 2021 and remain in full force and effect until 12:00 midnight, June 30, 2023. Should the Agreement expire, it shall remain in effect until agreement is reached on a successor Agreement. Either party to this Agreement shall, no later than February 1, 2021 submit to the other party, notice of proposed modification or additions hereto. Such notice shall be given to the other party, in writing, by certified mail.

## **ARTICLE III**

### **UNDERSTANDING OF THE PARTIES**

- 3.1** This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of required Negotiations with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge

or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

- 3.2** This Agreement shall not be modified in whole or in part by the parties except by a Memorandum of Understanding (MOU) executed in writing by both parties.
- 3.3** If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.
- 3.4** If action is taken by the Department of Education, State Board of Education, or any state or federal legislation that would impact staff covered under this Contract, parties agree to meet and seek to renegotiate sections of this Contract dealing with action taken.
- 3.5** Copies of this Agreement shall be made available by the District on the District Website within 72 hours of board approval after the Agreement is signed. Copies of the initial Agreement will be distributed to MEA Executive Board members and notification of posted contract to all employees covered by the Agreement and new Employees thereafter.
- 3.6** No other document, written, or oral policy, directive, or committee decision generated within the District shall override or supersede this Agreement.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

#### **4.1 DEFINITIONS**

A Grievance shall be defined as a written claim by a Grievant (Member) that the terms of this Negotiated Agreement have been violated, misinterpreted, or misapplied. In all Grievance matters, the remedy sought by resorting to this procedure shall be confined to those areas in which the Board has clear authority to act.

#### **4.2 WORK DAYS**

Work days are defined as those days the District Offices are open. Days are defined as calendar days

#### **4.3 TIME LIMIT**

A Grievance to be considered to have been asserted in a timely fashion must have been

brought to the attention of the Immediate Supervisor or the Superintendent (in the case of the Association's Grievance) within 10 (ten) days from the time when the Employee or Association knew or should have reasonably known of the occurrence of the situation which is the subject of the Grievance. The number of days provided at each level within which to provide a hearing and a decision is a maximum and every reasonable effort should be made to expedite the process. Time limits may, however, be extended by mutual written agreement.

#### **4.4 NO REPRISALS**

It shall be the firm policy of the Board to assure that each Employee has an unobstructed use of the Grievance procedure without fear of reprisal or without prejudice of his/her employment status.

#### **4.5 REPRESENTATION**

**4.5.1** Grievant may at their option choose to represent themselves during all stages of this process or select a third (3<sup>rd</sup>) person to represent them. In no case shall the Grievant be represented by an Employee organization other than the Association.

**4.5.2** If the Grievant chooses to proceed without Representation, the Employer shall notify the Association of the place and the time of the hearing, and the Association shall have a right to be present and to state its views at all levels of this procedure.

**4.5.3** If the Employee elects to be Represented, the Employee must still be present at all levels of the Grievance procedure where the Employee's Grievance is to be discussed, except that the Employee need not be present where it is mutually agreed that the facts are not in dispute; and when the sole question is the interpretation of this Agreement.

#### **4.6 ASSOCIATION'S GRIEVANCES**

**4.6.1** All Grievances must identify the person(s) aggrieved or the person(s) who will be affected by the resolution of the Grievance and be signed by a Member of the Bargaining Unit. The Association may initiate a Grievance in its name when its rights under the Agreement are claimed to have been

violated.

**4.6.2** If the Association files a Grievance as defined, it shall first be presented to the Superintendent within the time limits designated. The Superintendent shall inform the Association as to the person and level at which the Grievance will first be heard. The Superintendent must respond to the Association within five (5) workdays after receipt of the Grievance or the matter will be scheduled at Level Three.

**4.6.3** All individuals in the group or class that will be affected by a Grievance filed by an individual or the Association shall be bound to any resolution that is accepted by the Association.

**4.6.4** Employees having a Grievance may attempt to resolve the matter with their Administrator/Supervisor, in an effort to resolve the problem informally. The Employee will request a meeting with the Administrator/Supervisor identifying the issue for potential grievance within ten (10) days from the time when the Employee knew or should have reasonably known of the occurrence of the situation which is the subject of the Grievance. The Administrator/Supervisor shall respond within five (5) workdays of the date of the informal meeting.

**4.7 LEVEL 1 –ADMINISTRATOR/SUPERVISOR**

**4.7.1** If the Employee does not choose to use the informal procedure or if the Employee is not satisfied with the disposition of their problem through the informal procedure, he/she shall submit their claim to the administrator/supervisor as a formal written Grievance on forms provided by the District, within ten (10) workdays of the administrator/supervisor's informal response. If the Employee does not use the informal process, then the Employee shall file the Grievance within fifteen (15) workdays of the occurrence on which the Grievance is based.

**4.7.2** The Administrator/Supervisor shall respond to the formal Grievance within ten (10) work days. The decision of the Administrator/Supervisor shall finally resolve the Grievance unless the aggrieved Employee appeals the decision in writing, within five (5) work days of receipt of the Level I decision or within five (5) work days from the expiration of the time limit within which the decision is to be made.

#### **4.8 LEVEL II - SUPERINTENDENT**

The Grievance will be discussed by the aggrieved Employee and the Superintendent, or Designee. If the aggrieved party is to be accompanied by legal counsel, the Superintendent shall be notified at least ten (10) workdays in advance to permit the Superintendent to be advised by legal counsel if the Superintendent so chooses. The Superintendent shall give a written decision within ten (10) work days following the conclusion of the meeting on the Grievant matter.

#### **4.9 LEVEL III - BOARD OF EDUCATION**

The decision of the Superintendent shall finally determine the matter unless the aggrieved Employee appeals to the Board in writing within ten (10) workdays of receipt of the Superintendent's written decision. A hearing shall be granted upon receipt of a written request signed by the aggrieved Employee stating a desire for a hearing on the Grievance. In such cases the Board will notify the aggrieved Employee as to the time and place of the hearing, taking into consideration the availability of the aggrieved Employee(s). The aggrieved Employee(s) involved in such hearing shall have the right:

**4.9.1** To be present at the hearing.

**4.9.2** To present testimony on the Employee's behalf.

**4.9.3** To give testimony on the Employee's own behalf.

**4.9.4** To question, either personally, through counsel, or by a representative of the local, state or national Association, any person giving testimony. (When legal counsel is to be used, the parties shall be notified in advance to permit the other party to be advised by counsel, if they so desire.)

**4.9.5** The Board shall hold a hearing on the Grievance within fifteen (15) workdays after receipt of the appealed Grievance to the Board. The Board shall submit its written decision within ten (10) workdays following the hearing on the appealed Grievance.

#### **4.10 LEVEL IV - SUBMISSION TO BINDING ARBITRATION**

The decision of the Board will finally determine the matter unless the Grievant submits a demand for arbitration within ten (10) workdays thereafter to the Public Employment Relations Board (PERB).

#### **4.11 PROCEDURES FOR ARBITRATION**

Following the Board's receipt of the demand for arbitration, the Board and the Grievant

shall, within fifteen (15) workdays, petition the State for an independent Arbitrator in accordance with Section 4013 (c) of Title 14 of the Delaware Code. The petition shall state in reasonable detail the nature of the Grievance, the remedy requested, and the provisions of the Agreement which the Grievant claims to have been misinterpreted, misapplied, or violated.

The Association's attorney shall represent the Grievant at the arbitration level.

#### **4.12 REDIRECTING PRINCIPLES**

No claim by an Employee or the Association shall constitute an arbitral matter or be processed through arbitration if it pertains to:

**4.12.1** Any matter that according to law is either beyond the scope of Board authority or which is illegal for the Board to delegate.

**4.12.2** Dismissal or discharge of an Employee or non-renewal of an Employee's contract.

**4.12.3** Administrative decisions relating to the involuntary transfer or reassignment of an Employee when it is necessary to satisfy requirements of law, a court order, affirmative action programs mandated by State or Federal agency, or being the least senior in the building.

**4.12.4** Any matter that is specifically excluded from arbitration in accordance with Section 4013 (c) of Title 14 of the Delaware Code.

#### **4.13 ARBITRABILITY**

**4.13.1** If the Superintendent or his/her Designee disagrees as to the arbitrability of the dispute, he/she may request a conference to discuss the issue of arbitrability and to seek to resolve the differences between the parties.

**4.13.2** If the disagreement over arbitrability persists, the Arbitrator appointed under the procedures set forth herein shall rule upon the question of arbitrability prior to hearing the merits of the dispute in question. The same Arbitrator shall schedule a second meeting to hear the dispute on its merits if the dispute is judged to be arbitrable.

#### **4.14 PROCEDURES**

**4.14.1** Section 4013 (c) of Title 14 of the Delaware Code shall control the



arbitration proceeding. A copy of the current language of Section 4013 (c) is attached as Appendix J. The Arbitrator's decision will be the final resolution.

**4.14.2** The Arbitrator's decision, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement and must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

#### **4.15 COST OF ARBITRATION**

**4.15.1** The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room will be equally shared by the Board and the Association in accordance with Section 4013(c) of Title 14 of the Delaware Code. Any other expenses incurred will be paid by the party incurring the same.

#### **4.16 MISCELLANEOUS**

**4.16.1** Where the parties mutually schedule Grievance proceedings during school time, persons proper to be present shall suffer no loss of pay. In the event of a disagreement whether a person is proper to be present at the Grievance, such disagreement shall be subject to resolution through the Grievance procedure.

**4.16.2** The Association agrees that when a Grievance requires either multiple witnesses or grievant, the Association will arrange for the scheduling of such people in such a manner as to avoid cumulative testimony and to minimize disruption and expense to the Board.

**4.16.3** All documents, communications and records dealing with the processing of a Grievance shall be filed in a separate Grievance file. The Grievance form shall not be kept in the personnel file.

**4.16.4** The Employer shall provide the Association with copies of all written decisions at each level.

**4.16.5** It is understood that the Employees shall, during and notwithstanding the pendency of any Grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such Grievance and any effect thereof shall have been fully determined.

**4.16.6** Forms for filing Grievances shall be prepared jointly by the employer and

the Association. The Employer shall provide the forms to the Association so as to facilitate operation of the Grievance procedure. The forms can be found on the website ([www.milfordschooldistrict.org](http://www.milfordschooldistrict.org)) and in Appendix E.

**4.16.7** Hearings at any level of this procedure may be waived by mutual agreement of the parties. Time limits may be extended by mutual agreement.

**4.16.8** Grievances relating to suspension or involuntary transfers may be initiated at Level 2 of the Grievance procedure.

## **ARTICLE V**

### **NON-DISCRIMINATION**

**5.1** The Milford School District is an Equal Opportunity Employer and does not discriminate in employment or in educational programs, services or activities on the basis of race, color, creed, religion, gender (including pregnancy, childbirth and related medical conditions), national origin, citizenship or ancestry, age, disability, marital status, veteran status, genetic information, sexual orientation, gender identity, or upon any other categories protected by federal, state, or local law.

**5.2** The Board and the Association agree that they will not discriminate against any Employee covered by this Agreement by reason of the participation in any legally protected labor relations activities.

**5.3** The personal life of an Employee is not an appropriate concern for action by the Board except as it may directly prevent the Employee from performing properly in the assigned functions.

## **ARTICLE VI**

### **LIAISON COMMITTEE**

**6.1** The Association members of each School Building shall elect a Liaison Committee for each School which shall meet informally with the Principal at least once a month at a mutually convenient time, not concurrent with Committee Members' pupil contract obligations, for the duration of the school year, to discuss Building concerns and issues. A summary of each meeting, prepared by the Building Representative and the Principal, shall be forwarded to the Superintendent and emailed to Building Staff within five (5) workdays.

- 6.2** Said Committee shall consist of a minimum of three (3) and a maximum of six (6) Association members in the School Building. The building Membership shall identify Representatives on the School Liaison Committee.
- 6.3** There shall be a District Liaison Committee open to the Association President and one (1) Teacher Representative from each school and one (1) Paraprofessional, one (1) Secretary, and one (1) Custodian from the District. The Committee shall meet with the Superintendent or Designee. Such meetings shall be held monthly with the time and date mutually arranged by the Association President and the Superintendent. Building-level issues that have not been addressed at the Building-level Liaison Committee meetings with the Principal will not be discussed at the District Liaison Committee meeting, except by mutual agreement.
- 6.3.1** The District Liaison Committee will review Inclement Weather days and the effect of hours/days missed during the February, March, and April District Liaison Committee meetings. With prior notice to the MEA President, the Superintendent may invite additional administrators to participate in the discussion.

## **ARTICLE VII**

### **RIGHTS OF THE MILFORD EDUCATION ASSOCIATION**

- 7.1** The Association shall have the right to use School Buildings at a time when Custodial Staff are normally on duty. Such use shall not require the assignment of additional personnel nor the extensive use of Custodians to prepare for and return facilities ready for normal school use following the meeting or event.
- 7.2** The Association agrees to reimburse the District for actual costs incurred if School facilities are requested for use at a time when buildings are not normally in use and staffed with Custodial personnel.
- 7.3** The Board agrees to permit the Association the exclusive use of one bulletin board in Faculty lounges for the purpose of posting official Association notices. The authorized Association Representative of each Building shall be responsible for the posting and removal of all such notices and the content thereof. All notices, prior to posting, shall be signed by the authorized Association Representative of that Building or Officer of the

Association. The authorized Association Representative shall not be authorized to post material of a religious or political partisan nature.

**7.4** Duly authorized Representatives of the Association and their respective affiliates shall have the right to transact official Association business on School Property provided that this does not interfere nor interrupt normal School operations in any way as reasonably determined by the Building Administrator/Superintendent.

**7.5** All Elected Officials and Representatives of the Association in each building may make reasonable use of work breaks for the conduct of Association business.

**7.5.1** The Building Representative(s) shall have the right to speak to Employees at the conclusion of regularly scheduled faculty meetings if the Representative notifies Building Administration at least two (2) days in advance of the scheduled meetings. The requirement for two (2) days advance notice may be waived by mutual agreement.

**7.6** The Association shall have the right to use School facilities and equipment, including computers, copiers, and fax machines normally provided for Employee use, when such equipment is not otherwise in use. The Association may use school business equipment within the following guidelines:

**7.6.1** The use of email, faxes, and photocopies to disseminate Association information.

**7.6.2** Copies of the Board of Education's minutes/agendas shall be made available at the time of issuance to the Board. Drafted minutes shall be made available for the MEA President within seven (7) calendar days of the Board meeting. Said minutes will be confidential and shared with nobody other than MEA Executive Board members.

**7.6.3** The use is strictly to service the legitimate business of the Association, such as the duplication of records, notices, correspondence, etc.

**7.6.4** Equipment shall not be removed from school buildings.

**7.6.5** The purpose is for the internal distribution of the Association.

**7.6.6** Supplies in connection with such equipment use will be furnished or paid for by the Association.

- 7.7** The Association President or Designee shall be permitted to address new Employees during the orientation program. The Association will be given adequate time (1-1.5 hours during the regular day) to take new Employees to breakfast or lunch during one of the orientation days.
- 7.8** The Association shall be granted ninety (90) minutes for the purpose of a general meeting during the working hours following the District opening program, of which sixty (60) minutes is to hold a meeting and thirty (30) minutes is for transportation time back to Member's respective School Buildings. Building Administrators will not schedule other activities during this time.
- 7.9** The Superintendent and Association President will agree on a day at the start of the school year during the second and third week in each school month, after the end of the normal workday that will be reserved for the Association to conduct Association business. The Administration will not schedule any meetings that may interfere with such meetings on these days. All Members involved in these meetings may leave their respective buildings following the departure of buses except on "in-service days."
- 7.10** Release time for any member of the Association who holds an office in the State Association shall be dictated by 14 Delaware Code, 1318. The Local Association President shall have a total of ten (10) days per school year of release time of which (5) days are transferable to other Association Officers to conduct Association business as determined by the Association. It is understood between the parties that this paragraph does not provide for Association activity of the above officers within school buildings during school hours. If a substitute is required, the Association shall pay the salary of such substitute. Days taken pursuant to this paragraph will not be charged against sick leave.
- 7.10.1** During the time of Contract Negotiations and Bargaining, the District will pay the salary of substitutes for up to five (5) Association members.
- 7.11** The Board will make the Staff Directory and the Board Policy Manual available online. All policy changes shall be forwarded to the Association President within five (5) work days of board approval. The Board shall also make the negotiated contract available online within ten (10) workdays of ratification by both parties.
- 7.12** Administration regulations and guidelines setting forth procedures for implementing Board policies that affect Employees shall be made available for informational and procedural

purposes to said Employees.

- 7.13** The Board agrees to furnish the Association, in response to reasonable requests, all previously prepared public information concerning annual financial reports and audits, agendas, and minutes of Board meetings, that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the Employees and their students.
- 7.14** The Association, to the exclusion of all rival unions, shall have the exclusive use of the school mailboxes and interschool mail facilities.
- 7.15** The Board agrees that the MEA District liaison group and the Superintendent shall work together in the development of the District calendar. A draft of the proposed calendar must be sent out, by the District, to all Members ten (10) days prior to Board approval.
- 7.16** When any proposed changes affecting Paraprofessionals are drafted for Board review, a Committee inclusive of a Paraprofessional MEA representative shall be formed.
- 7.17** The Board, or Boards' Designee, shall provide to the Association the names and addresses of all hires and new hires to the Association President and Membership Chairperson each August, October, and January.
- 7.18** The MEA President may request access from the Personnel Office for documentation detailing representation of each bargaining unit interview committee.

## **ARTICLE VIII**

### **MANAGEMENT RIGHTS**

- 8.1** The Association recognizes the legal responsibility and authority of the Board to serve as the policy-making body for the District. The Board, therefore, maintains and exercises all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the Legislature of the State of Delaware. These include, but are not limited to, the determination of functions and programs, standards of service, utilization of technology, organization structure, and curriculum; the preparation of budgets, and the determination of the District's financial policies and accounting procedures; and the employment, assignment, transfer, promotion, discipline or discharge for cause of all District Employees, except as specifically modified by this Agreement.

- 8.2** All Administrative action necessary to implement Board decisions remains reserved to and exercised at the discretion of the Superintendent exclusively, except as specifically modified by the Agreement.
- 8.3** The Association recognizes the Administration's right to require regular and prompt attendance from its Employees as a condition of continued employment in the District. Any Employee who receives a dock in pay due to excessive absences or unexcused leave in two (2) years within a five (5) year cycle shall be subject to disciplinary action up to and including dismissal unless the absences were due to documented catastrophic circumstances.
- 8.4** The Association recognizes the Administration's right to require staff to meet all state requirements for certification and licensure including keeping their DEEDS webpage up to date and accurate and that failing to do so constitutes grounds for disciplinary action.
- 8.5** All Employees will review, sign and follow the Acceptable Use Policy for Technology.

## **ARTICLE IX**

### **EMPLOYEE PERSONNEL FILES**

- 9.1** The Employee's official file shall be maintained by the District administration.
- 9.1.1** The Employee, upon request to the Superintendent or Designee, may examine all material in said Employee's District personnel file except pre-employment references, which shall be removed from the file prior to examination by the Employee.
- 9.1.2** Material not restricted by provisions of paragraph 9.1.1 above, which would adversely affect an Employee's current employment, reemployment by the District, or future employment by the District, or future employment elsewhere shall not be placed in the Employee's personnel file unless the Employee has had an opportunity to review said material. The Employee shall acknowledge this opportunity by signing the document that has been filed. The signing of the document in no way indicates agreement with the contents.
- 9.1.3** The Employee shall have the right to submit a written response to such material and that answer shall be attached to the file copy.
- 9.1.4** A copy of any material in the file except pre-employment references will be made available to the Employee upon request.
- 9.1.5** The personnel file shall not be taken from the personnel office by an

Employee and shall be examined in the presence of the Superintendent or Designee.

**9.1.6** The Employee may have an Association Representative present during the inspection of the materials in the file.

**9.1.7** Upon written request to the Superintendent or Designee, an Employee may examine their personnel file and designate information which he/she feels should be discarded as obsolete or inappropriate to retain. Such information shall be reviewed jointly by the Employee and the Superintendent or Designee. Information shall be destroyed upon mutual agreement after reviewing the Delaware Public Archives' school district records retention schedule. On information that is not mutually agreed upon, the final decision on the retention or disposal of the material shall remain with the Superintendent and/or the Delaware Public Archives' school district records retention schedule.

## **ARTICLE X SALARIES**

**10.1** The Board agrees to deduct the periodic Association membership dues uniformly required by the Association as a condition of acquiring or retaining membership in accordance with the Constitution and By-Laws of the Association from the salaries of Employees who individually and voluntarily certify that they authorize such deduction and who execute the "Authorization for Check-Off of Dues Form."

**10.2** Such deductions and disbursements shall be made in compliance with Delaware Laws and under rules established by the State Treasurer.

**10.3** The Association shall certify annually to the Board the current membership dues. Any change in the rate of membership dues shall be given to the Board in writing at least ninety (90) work days prior to the effective date of such change.

**10.4** The Board shall provide for payroll deductions as allowable by the State of Delaware which may include, tax sheltered annuities, charitable organizations, and other deductions as specifically directed by the Employee, in accordance with applicable statutes and state regulations.



- 10.5** The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by reason of, any action taken or not taken by the Board at the direction of the Association for the purpose of complying with the provisions of this Agreement.
- 10.6** The salaries of all Employees covered by this Agreement shall be the salaries prescribed by 14 Delaware Code, Chapter 13, plus a supplement from local school District funds. The Board may pay an additional supplement to the School Psychologists and Speech Pathologists.
- 10.7** The Board agrees to annually calculate the costs of other Districts' Employee benefit programs along with salary in order to calculate the relative position of Milford Employee groups in relation to other similar Employee groups in Kent and Sussex Counties. These factors shall henceforth be considered during all negotiations and will be shared annually with the leadership of the Milford Education Association and the Board of Education.

**ARTICLE XI  
EMPLOYEE DRESS**

The parties agrees that it is important for Employees to model appropriate dress in order to establish a professional environment in our Schools that is conducive to learning and to promoting the expectation of good behavior. Employees should dress in a manner consistent with his/her job duties and suitable for the subject of instruction or the task being performed. Should an Employee wear what is considered by his/her Administrator to be inappropriate attire, he or she shall be so advised by the Administrator. If the behavior persists, the Association will be approached to discuss appropriate dress with the Employee.

**ARTICLE XII  
PARAPROFESSIONALS  
RECOGNITION**

**12.1** Paraprofessionals are defined as Staff who assist in monitoring students in non-instructional situations and who assist, without being solely responsible, in classroom instruction, instructional preparation, and student evaluation.

**12.2 Paraprofessional Classifications**

**12.2.1** Technical - defined as paras that are trained, by the District, in specific curricular-based technology.

- 12.2.2 Educational Support - defined as paras that support students in all educational settings. Paras may work directly with students, assist in the classroom, and support student learning.
- 12.2.3 Discipline - defined as paras that are used in a disciplinary or interventionist capacity
- 12.2.4 World Language - defined as paras whose jobs are based on speaking a language other than English

### **ARTICLE XIII**

#### **PARAPROFESSIONALS' HOURS**

- 13.1 **Work Day** - is defined for full-time Paraprofessionals as seven and one-half hours (7½) for each school day unless a longer day is necessary to meet the Department of Education requirements or a change in State education law. Prior to any change which is mandated by the requirements of DOE or State law, the parties shall meet and negotiate the impact of any proposed change(s) before implementation. All full-time Paraprofessionals shall be assigned a thirty (30) minute duty-free lunch period and a fifteen (15) minute break period in each full school day. If the Paraprofessional is allowed a fifteen (15) minute break during the Teacher's planning time, that shall be considered the fifteen (15) minute break for the Paraprofessional. Where more than one Teacher is responsible for a Paraprofessional, it shall be the responsibility of the Principal and the Teachers concerned to plan procedures so that those Paraprofessionals also have a minimum of one (1) fifteen-minute break from student contact.
  - 13.1.1 Full-time Paraprofessionals may combine their thirty (30) minute lunch and fifteen (15) minute break at the discretion of the Building Administration.
- 13.2 All Paraprofessional Employees shall receive at least one (1) day of Staff Development training each school year, specifically designed to help members of that Employee group improve and enhance the skills and knowledge needed to perform their assigned duties.
- 13.3 The Vice President of Paraprofessionals and MEA President will review training and professional growth opportunities that will be needed for Paraprofessionals with the Superintendent or Designee during the month of February, March, or April. Meeting date will be mutually agreed upon by both parties. With prior notice to the MEA President, the Superintendent may invite additional administrators to participate in the discussion. The District will be responsible for providing such training at no cost to the Paraprofessional.

## **ARTICLE XIV**

### **PARAPROFESSIONAL VACANCIES**

**14.1** All Paraprofessional vacancies shall be posted via email to all staff and on the District Human Resources Web Page ([www.milfordschooldistrict.org](http://www.milfordschooldistrict.org)) for at least seven (7) days. If the vacancy occurs after the first Paraprofessional workday, and before June 15 of the school year, the vacancy shall be posted for at least three (3) days. The following situations would be treated as exceptions to the above-mentioned provisions, and these exceptions would apply only to the situations defined hereafter:

**14.1.1** The Superintendent or Designee may make an assignment on a temporary basis for a Paraprofessional's position in the event of a Paraprofessional illness, a Paraprofessional voluntarily or involuntarily leaving the District, or newly created Paraprofessional position after the first Paraprofessional workday. Such an assignment would expire at the end of the school year and the employee would retain seniority in their original classification.

**14.1.2** The Superintendent or Designee may assign a Paraprofessional, within the building, to cover the duties of a Paraprofessional voluntarily or involuntarily leaving the District, until the end of the school year, or until the position is filled, whichever occurs sooner.

**14.2** There is no obligation on the part of the District to honor voluntary transfer requests for Paraprofessional vacancies arising and applications received after August 15. Once students are in attendance during a school year, there is no obligation to enact a Paraprofessional transfer. However, at the District's discretion, a voluntary transfer may be enacted during a natural break in the school year.

## **ARTICLE XV**

### **PARAPROFESSIONAL LAYOFFS AND RECALL**

**15.1** Reduction of Paraprofessionals shall be determined by seniority in their designated classification, which is defined as continuous full-time service as a Paraprofessional in the District. A Paraprofessional shall lose his or her seniority rights for any of the following:

**15.1.1** resignation or discharge;

**15.1.2** retirement;

**15.1.3** failure to notify the District, within the time period specified in the approval, of the intent to return to work from a leave of absence, or, following the

- proper giving of such notice, failure to return to work; or
- 15.1.4** failure to return to work following a proper recall notice.
- 15.2** The Superintendent or Designee shall, by March 1 of each school year, provide all Employees with a seniority list for each classification. Paraprofessionals who wish to appeal their placement or classification on the list must do so in writing before March 15. If the appeal results in a change in placement, a corrected list shall be issued.
- 15.3** The Employee with the least seniority in a given classification shall be RIF'd first. If a Reduction in Force is necessary beyond normal attrition, the Superintendent shall determine the number of positions to be reduced from the affected classification and the proposed effective date thereof and shall notify the affected Paraprofessionals thirty (30) days prior to said date.
- 15.4** Seniority shall be determined by the total number of full years of experience in the Milford School District as of the start of the school year in which the RIF occurs in each classification.
- 15.5** If two or more Employees are tied concerning seniority, a tie breaker shall be utilized to determine seniority ranking. The first tie breaker shall be the date of hire as recorded in the PHRST payroll system, the second tie breaker if needed shall be the highest education level obtained by the Employee, and the final tie breaker shall be the highest score on the Para Pro test if available. If Employees remain tied after this, the Superintendent shall decide the seniority ranking based on student and program needs. A Paraprofessional that is in a position that does not require a college degree or passing score on the Para Pro assessment cannot bump a Paraprofessional position that does carry that requirement regardless of seniority.
- 15.6** In the case of Educational Support Paraprofessionals who have been matched to and successfully supported a specific student with highly specialized needs, who can document a special skill set for working with a student and family that, if terminated or changed, might jeopardize the student's progress, adjustment to school or disrupt the ability to meet the student's Individualized Education Plan (IEP), the Superintendent, in consultation with the Vice-President of the Paraprofessional Association, may exclude them from the RIF process.

- 15.7** The same criteria used to reduce Paraprofessionals' positions shall be used to recall them, with the last person RIF'd being the first person to be recalled. Recalled Paraprofessionals shall be placed on the salary step equivalent to their years of service as of the date of their RIF.
- 15.8** A Paraprofessional may accept a Part-time position within the District and shall not surrender his/her rights on the full-time recall list. A Paraprofessional may reject any position which is less than full-time/permanent without jeopardizing his/her recall status.
- 15.9** Paraprofessionals shall remain on the recall list for a period of fourteen (14) months from the last day worked. Recall of a Paraprofessional shall be made available for the category that the Paraprofessional was placed in upon being RIF'd.

## **ARTICLE XVI**

### **PARAPROFESSIONAL FAIR DISMISSAL PROCEDURE**

- 16.1** No Employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or given an adverse evaluation of his/her services without just cause.
- 16.2** In the event the District intends to dismiss an Employee for just cause, the District shall provide a written notice of such intent, containing a statement of the reasons constituting just cause and shall follow Board Policy 4214, Rules of Procedure for Conducting Disciplinary Hearings for Non-Certified Personnel. Under said policy, the Employee may, within ten (10) days after receiving a decision, appeal the decision to the Board.
- 16.3** Any appeal to the Board from a hearing conducted under Policy 4214 shall result in an appeal hearing before the Board. The procedure to be followed at the Board hearing shall be as set forth in Board Policy 4211 for a Level III Grievance hearing.

## **ARTICLE XVII**

### **PARAPROFESSIONALS' RIGHTS**

- 17.1** Prior to any meeting with an administrator/supervisor, a Paraprofessional shall be informed of the purpose of the meeting. A Paraprofessional may request Representation of his/her choice prior to or at any point during a meeting. If the Paraprofessional requests Representation, the Principal/Supervisor shall postpone the meeting in order for the

Paraprofessional to secure Representation. The postponed meeting shall be held within five (5) days.

- 17.2** Whenever any Paraprofessional is required to appear before their immediate Supervisor, Superintendent, Assistant Superintendent, the Board, or a Board committee member concerning any matter which could adversely affect the Paraprofessional's continuation of employment or salary level, he/she shall be given forty-eight (48) hours prior written notice of the meeting setting forth the reasons for the appearance and shall be entitled to have Representation from MEA, DSEA, and NEA present to advise him/her. Matters not indicated in the written notice shall not be discussed at the meeting, except by mutual consent of all parties present. Should the need occur, the District shall place Employees on administrative leave with pay to investigate such matters under the provisions of this article.
- 17.3** No Employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 17.4** The personal life of an Employee is not an appropriate concern for the attention of the Board except as it may directly inhibit the Employee from performing properly his/her assigned functions during the workday.
- 17.5** All Paraprofessional Employees shall receive a personnel evaluation once a year.
- 17.5.1** Paraprofessionals shall be given a draft copy of any evaluation report and shall examine such report with the person preparing it within eight (8) days of the completed evaluation.
- 17.5.2** If the Employee wants another meeting to discuss any matter raised in the evaluation report, he/she must file a request with the supervisor within five (5) days after the initial meeting.
- 17.5.3** After such review, the Employee shall sign the evaluation report to indicate awareness of the contents of the evaluation report. The signature of the Employee shall mean only that the report has been seen and discussed; it shall not indicate agreement or disagreement with the report.
- 17.5.4** Provisions shall be made for the Employee to write a statement concerning the evaluation, whether the Employee agrees or disagrees,

and such statement shall be included with the report.

**17.5.5** Any complaints regarding paraprofessionals made to any member of the Administration by any parent, student, or other person, which is reduced to writing (and kept for documentation), shall within eight (8) days of the complaint be brought to the Employees attention. The Principal or supervisor shall meet with the Employee to apprise the Employee of the full nature of the complaint. The Employee shall have the opportunity to rebut the allegations of the complaint. If the Employee is not satisfied with the results of the meeting(s) with the Principal or supervisor, the Employee may file a Grievance. (The Employee shall be permitted to attach a written statement to the complaint).

**17.5.6** Any Paraprofessional who receives an evaluation with an area marked “needs improvement” or “ineffective”, shall receive an “improvement plan” which shall be mutually developed by the Employee with Employee’s immediate supervisor and/or the building Principal. An improvement plan shall cover not more than a six (6) month period of time and a reevaluation of the Employee shall occur within the time frame of the improvement plan.

**17.6 PUBLIC CRITICISM** – Any criticism by a Supervisor, Administrator, or Board member of an employee’s professional competence shall be made in confidence, and not in the presence of students, parents, peers or public gatherings including online and social media platforms. Any criticism of the competence of a Supervisor, Administrator, or Board member by an employee or the Association shall be in confidence, and not in the presence of students, parents, peers or public gatherings including online and social media platforms.

## **ARTICLE XVIII**

### **SAFETY**

**18.1** The Employer and the Association shall cooperate in the enforcement of safety regulations. However, should Employee believe that an unsafe or unhealthy working condition exists, he/she shall notify their Supervisor immediately and provide all factual information relating to the situation. The District shall immediately investigate the matter and inform the Employee and an Association Representative of the results of its investigation and of any corrective action to be taken, within five (5) working days after the completion of the investigation. If the Association is not satisfied with the

investigation, a third (3rd) party investigation shall be conducted and shall be considered final.

- 18.2** The Principal or Designee shall inform the Paraprofessional Representative in the School Building of any upcoming staff meeting that intends to discuss or address issues with the operation of the school and shall provide time to attend such meetings to represent the Paraprofessional group.



**APPENDIX A**  
**LOCAL SALARY SUPPLEMENTS**  
**PARAPROFESSIONALS**

*All Local Salary Scale adjustments shall comply with the pay cycle and State Scale adjustments as dictated by the State of Delaware Operating Budget Bill.*

| <b>FY 2022</b> |       |           |        |        |
|----------------|-------|-----------|--------|--------|
| EXPER          | IA    | IA / Bach | TECH   | SPEC   |
| 0              | 4,031 | 5,880     | 8,385  | 15,460 |
| 1              | 4,110 | 5,963     | 8,489  | 15,563 |
| 2              | 4,191 | 6,044     | 8,592  | 15,668 |
| 3              | 4,275 | 6,131     | 8,697  | 15,773 |
| 4              | 4,356 | 6,212     | 8,802  | 15,880 |
| 5              | 4,435 | 6,292     | 8,905  | 15,983 |
| 6              | 4,516 | 6,377     | 9,010  | 16,089 |
| 7              | 4,598 | 6,460     | 9,116  | 16,195 |
| 8              | 4,677 | 6,540     | 9,216  | 16,298 |
| 9              | 4,759 | 6,624     | 9,322  | 16,404 |
| 10             | 4,842 | 6,707     | 9,426  | 16,508 |
| 11             | 4,922 | 6,790     | 9,531  | 16,614 |
| 12             | 5,005 | 6,875     | 9,637  | 16,725 |
| 13             | 5,084 | 6,955     | 9,739  | 16,827 |
| 14             | 5,166 | 7,040     | 9,845  | 16,931 |
| 15             | 5,249 | 7,122     | 9,951  | 17,039 |
| 16             | 5,249 | 7,122     | 9,951  | 17,039 |
| 17             | 5,249 | 7,122     | 9,951  | 17,039 |
| 18             | 5,249 | 7,122     | 9,951  | 17,039 |
| 19             | 5,249 | 7,122     | 9,951  | 17,039 |
| 20             | 5,382 | 7,259     | 10,124 | 17,215 |
| 21             | 5,382 | 7,259     | 10,124 | 17,215 |
| 22             | 5,382 | 7,259     | 10,124 | 17,215 |
| 23             | 5,382 | 7,259     | 10,124 | 17,215 |
| 24             | 5,382 | 7,259     | 10,124 | 17,215 |
| 25             | 5,509 | 7,387     | 10,393 | 17,485 |
| 26             | 5,509 | 7,387     | 10,393 | 17,485 |
| 27             | 5,509 | 7,387     | 10,393 | 17,485 |
| 28             | 5,509 | 7,387     | 10,393 | 17,485 |
| 29             | 5,509 | 7,387     | 10,393 | 17,485 |
| 30             | 5,509 | 7,387     | 10,393 | 17,485 |

**All Local Salary Scale adjustments shall comply with the pay cycle and State Scale adjustments as dictated by the State of Delaware Operating Budget Bill.**

| <b>FY 2023</b> |       |           |        |        |
|----------------|-------|-----------|--------|--------|
| EXPER          | IA    | IA / Bach | TECH   | SPEC   |
| 0              | 4,146 | 5,998     | 8,553  | 15,770 |
| 1              | 4,225 | 6,082     | 8,658  | 15,874 |
| 2              | 4,306 | 6,165     | 8,764  | 15,981 |
| 3              | 4,390 | 6,253     | 8,871  | 16,088 |
| 4              | 4,471 | 6,337     | 8,978  | 16,198 |
| 5              | 4,550 | 6,417     | 9,083  | 16,302 |
| 6              | 4,631 | 6,504     | 9,190  | 16,410 |
| 7              | 4,713 | 6,589     | 9,298  | 16,518 |
| 8              | 4,792 | 6,671     | 9,401  | 16,624 |
| 9              | 4,874 | 6,756     | 9,509  | 16,732 |
| 10             | 4,957 | 6,841     | 9,615  | 16,838 |
| 11             | 5,037 | 6,925     | 9,722  | 16,946 |
| 12             | 5,120 | 7,012     | 9,830  | 17,059 |
| 13             | 5,199 | 7,094     | 9,933  | 17,164 |
| 14             | 5,281 | 7,181     | 10,042 | 17,269 |
| 15             | 5,364 | 7,264     | 10,150 | 17,380 |
| 16             | 5,364 | 7,264     | 10,150 | 17,380 |
| 17             | 5,364 | 7,264     | 10,150 | 17,380 |
| 18             | 5,364 | 7,264     | 10,150 | 17,380 |
| 19             | 5,364 | 7,264     | 10,150 | 17,380 |
| 20             | 5,497 | 7,404     | 10,326 | 17,559 |
| 21             | 5,497 | 7,404     | 10,326 | 17,559 |
| 22             | 5,497 | 7,404     | 10,326 | 17,559 |
| 23             | 5,497 | 7,404     | 10,326 | 17,559 |
| 24             | 5,497 | 7,404     | 10,326 | 17,559 |
| 25             | 5,624 | 7,535     | 10,601 | 17,835 |
| 26             | 5,624 | 7,535     | 10,601 | 17,835 |
| 27             | 5,624 | 7,535     | 10,601 | 17,835 |
| 28             | 5,624 | 7,535     | 10,601 | 17,835 |
| 29             | 5,624 | 7,535     | 10,601 | 17,835 |
| 30             | 5,624 | 7,535     | 10,601 | 17,835 |

## **APPENDIX B BENEFITS**

### **EARLY NOTIFICATION OF RETIREMENT STIPEND**

Professional Staff with at least twenty (20) years of service who submit their retirement notice to the Director of Human Resources by January 15 for retirement at the end of that current school year shall receive an early notification stipend of six hundred dollars (\$600).

### **RETIREMENT SICK-DAY BENEFIT PROGRAM**

Effective January 1, 2004, upon the retirement of a Milford School District Employee, the Board agrees to compensate the Employee for unused sick days accumulated above ninety (90) and up to and including one hundred and forty (140) days at the rate of thirty dollars (\$30) per day. All sick days up to the maximum of one hundred and forty (140) earned days, would have to be accumulated while in the employment of the Milford School District.

### **DEATH BENEFIT PROGRAM**

The Board agrees to continue the Death Benefit Program. The Board may pay to the estate of the deceased eligible Employee or to a specified Beneficiary, a sum equal to twenty (20) days' pay at the per diem rate of the regular gross annual salary for the fiscal year during which death occurs.

### **HEALTH CARE INSURANCE**

The Milford School District will participate fully in the State subsidized plan of health care insurance as authorized in 29 Delaware Code, Chapter 52.

Since 29 Delaware Code, Chapter 52 does not provide basic health care insurance coverage for personnel who have not completed at least three (3) months of employment for the State of Delaware, the Board agrees to subsidize said health care insurance coverage for these full-time Employees from local funds for the first three (3) full months of employment beginning on the first of the month following the employee's hire date in an amount not to exceed identical coverage provided for experienced employees by the State. Coverage from local funds will terminate as soon as the Employee qualifies and is enrolled in the State-Subsidized program. Any first year full-time Employee who qualifies for participation in the State Health Care Insurance Program, except for the three-month (3) experience clause, is eligible for inclusion in the local program.

## **BENEFITS - STATE FLEXIBLE SPENDING ACCOUNT**

The District agrees to abide by the State of Delaware Flexible Spending Account Plan for eligible Employees. All rules and regulations promulgated by the State of Delaware shall apply.

## **FLEXIBLE BENEFIT PROGRAM**

Effective July 1, 2017, the District shall offer a negotiated amount to be used towards health, dental, or vision insurance premiums as part of a flexible benefit program. Full time Employees will receive one hundred percent (100%) of the negotiated benefit. Permanent part-time, pension eligible Employees will receive fifty percent (50%) of the negotiated benefit.

- a. Fiscal Year 2022: \$600 per full-time Employee
- b. Fiscal Year 2022: \$300 per permanent part-time, pension eligible Employee
- c. Fiscal Year 2023: \$600 per full-time Employee
- d. Fiscal Year 2023: \$300 per permanent part-time, pension eligible Employee

**APPENDIX C**  
**COURSE REIMBURSEMENT- ALL BARGAINING UNITS**

The Milford School District encourages all Employees to further their education and improve their professional skills. To support this philosophy, the District will allocate funds to provide tuition reimbursement for courses which either relate directly to the Employee's job responsibilities or are required as part of an overall job-related degree program.

1. To receive course reimbursement, requests must be approved by the Director of Human Resources prior to the start of the course. A passing grade of a "B" or better must be obtained and the employee must complete the full contractual year of employment.
2. Each employee receiving a tuition or a reimbursement must execute and deliver to Human Resources an agreement in the District's form agreeing to repayment terms if certain conditions are not met.
3. Tuition reimbursement will be limited to the total local course reimbursement as negotiated bi-annually in this Negotiated Agreement.
  - a. Fiscal Year 2022: \$70,000 will be allocated to course reimbursement for all bargaining units
  - b. Fiscal Year 2023: \$70,000 will be allocated to course reimbursement for all bargaining units
4. Funding shall be divided into two equal parts.
  - a. Fifty percent (50%) of the course reimbursement allocation shall be made available for all eligible Employees who complete their courses and have verification of successful course completion submitted to the District prior to February 1.
    - i. In the event that the approved allocation is not sufficient to provide total reimbursement to all eligible Employees, the District shall pro-rate the funds so that each eligible Employee receives a share of the total district allocation equal to the individual Employee's reimbursable expenditure divided by the total reimbursable expenditure of all Employees in the District multiplied by the District allocation.
  - b. The additional fifty percent (50%) of the course reimbursement allocation shall be made available for eligible Employees who complete their courses and have verification of successful course completion submitted to the District prior to June 1.
    - i. In the event that the approved allocation is not sufficient to provide total reimbursement to all eligible Employees, the District shall pro-rate the funds as stipulated above.
5. Any unused funding after February 1 will be added to the second part of the year's allocation to be used by June 1. Any unused funding after June 1 will be reverted to the District.
6. No reimbursement shall be in excess of the tuition charged a Delaware resident taking a course with an equal number of credit hours at the University of Delaware.

**APPENDIX D**  
**GRIEVANCE FORMS**

MILFORD SCHOOL DISTRICT  
Milford, Delaware 19963

FORMAL GRIEVANCE PRESENTATION

Level One: Administrator/Supervisor

Aggrieved Person (s) \_\_\_\_\_ School \_\_\_\_\_

Date of Informal Discussion \_\_\_\_\_

Name of Immediate Administrator /Supervisor \_\_\_\_\_

Statement of Grievance: (Include Section of Agreement or School Board Policy at Issue)

Action Requested:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Aggrieved

Copies to:

MILFORD SCHOOL DISTRICT  
Milford, Delaware 19963

FORMAL GRIEVANCE PRESENTATION

Level Two: Superintendent

Aggrieved Person (s) \_\_\_\_\_ School \_\_\_\_\_

Date of Level One presentation \_\_\_\_\_

Statement of Grievance: (Include Section of Agreement or School Board Policy at issue and state reasons for non-acceptance of Level One decision.)

Action Requested:

Name of legal counsel if one is to be present \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Aggrieved

Copies to:

MILFORD SCHOOL DISTRICT  
Milford, Delaware 19963

FORMAL GRIEVANCE PRESENTATION

Level Three: School Board

Aggrieved Person (s) \_\_\_\_\_ School \_\_\_\_\_

Date of Level One presentation \_\_\_\_\_

Date of Level Two presentation \_\_\_\_\_

Statement of Grievance: (Include Section of Agreement or School Board Policy at issue and state reasons for non-acceptance of Level Two decision.)

Action Requested:

Name of legal counsel if one is to be present \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Aggrieved



Copies to:

**APPENDIX F**  
**BINDING ARBITRATION LEGISLATION**  
**HOUSE OF REPRESENTAATIVES**  
**142<sup>nd</sup> GENERAL ASSEMBLY**  
**HOUSE BILL NO. 1**  
**AS AMENDED BY HOUSE AMENDMENT NOS. 1 & 2**

AN ACT TO AMEND CHAPTER 40, TITLE 14 OF THE DELAWARE CODE RELATING TO THE PUBLIC SCHOOL EMPLOYMENT RELATIONS ACT.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF DELAWARE:

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

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

(1) a provision to limit binding arbitration to claims that the terms of the collective bargaining agreement have been violated, misinterpreted, or misapplied;

(2) a provision to prohibit claims relating to the following matters from being processed through binding arbitration:

- (i) dismissal or nonrenewal of employees covered by Chapter 14 of Title 14.
- (ii) dismissal or nonrenewal of employees not covered by Chapter 14 of Title 14 unless the controlling collective bargaining agreement provides that such matters are subject to binding arbitration;
- (iii) Delaware law;
- (iv) rules and regulations of the Delaware Department of Education or State Board of Education;
- (v) the content of or conclusions reached in employee observations and evaluations unless the controlling collective bargaining agreement for employees not covered by Chapter 14 of Title 14 provides that

such matters are subject to binding arbitration;

(vi) federal law;

(vii) rules and regulations of the United States Department of Education;

(viii) policies of the local school board; and

(ix) matters beyond the scope of the public school employer's authority;

(3) a provision to select arbitrators by lottery from a panel of qualified arbitrators designated by the Public Employment Relations Board. In designating the panel, the Public Employment Relations Board shall prefer former judges who served on a Delaware constitutional court or on the United States District Court for the District of Delaware, and shall supplement the panel by adding qualified labor arbitrators;

(4) a provision to empower the Public Employment Relations Board to administer arbitrations pursuant to regulations adopted by the Public Employment Relations Board;

(5) a provision to require that disputes relating to whether a matter is arbitrable be ruled upon by the arbitrator prior to hearing the merits of the dispute, and, if the arbitrator determines that the dispute is arbitrable, a provision to require that the same arbitrator schedule a second hearing to hear the merits of the dispute;

(6) a provision to assess against the losing party the arbitrator's fees and expenses incurred in determining whether a dispute is arbitrable; and

(7) a provision to require that the arbitrator's fees and expenses incurred in deciding the merits of a dispute be evenly divided between the parties.

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

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

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

2021 - 2023

Milford School District and Milford Education Association

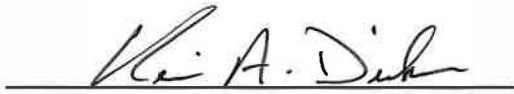
Contract Ratification



Jason Miller, MSD Board President



Brice Baylis, MEA President



Kevin Dickerson, Ed.D. MSD Superintendent



Valerie Newsome, MEA VP

Paraprofessionals

Approved Date: April 19, 2021