

CONTRACT

THE INDIAN RIVER BOARD OF EDUCATION

AND

THE INDIAN RIVER EDUCATION ASSOCIATION
PARAPROFESSIONALS UNIT

July 1, 2023 - June 30, 2024

ARTICLE I
RECOGNITION

The Board hereby recognizes the Indian River Education Association as the exclusive and sole representative for collective bargaining in all matters relating to salaries, employee benefits and working conditions for employees of the board to include: all permanent, part-time, or temporary instructional aides including teacher and library aides and excluding supervisors and all others.

For the purposes of this Agreement, the following definitions shall be applicable unless the context clearly indicates to the contrary.

1. The word "Board" shall mean the Board of Education of the Indian River School District.
2. The word "Association" shall mean the Indian River Education Association.
3. The word "Paraprofessional" shall refer to all paraprofessional employees represented by the Association in the bargaining unit as stated above.
4. The word "District" shall mean the Indian River School District.

ARTICLE II
AGREEMENT PROVISIONS

- A. This Contract is effective for the period July 1, 2023 through June 30, 2024. The salary provisions of this contract shall be effective retroactively to September 1, 2020. However, its conditions shall be effective from the day following its signing by the parties and thereafter until a successor contract is negotiated, ratified, and signed. No grievances shall be valid which allege violations of any terms of this contract which were altered from the predecessor contract, prior to the signing date of this contract.
- B. The parties agree to enter into collective bargaining for a successor Contract in accordance with applicable provisions of Delaware Code, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than April 1 of the calendar year in which this contract expires. Any Contract so negotiated and adopted by the Board and by the Association shall be reduced to writing and signed by the Board and the Association.

- C. Upon mutual, written consent of the parties, amendments to this contract may be negotiated by the parties during the term of this contract. Any changes so negotiated shall not become effective unless and until ratified by the parties. In the event of such mid-term negotiations, all provisions of this contract shall remain in full force and effect until such time as changes to this contract, if any, are ratified by the parties.
- D. If any provision of this Contract or any application of this Contract to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or application shall continue in full force or effect.
- E. The waiver of any breach or condition of this contract by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- F. Copies of this Contract shall be available on the District's website for all employees. The District agrees to provide printed copies for newly hired employees at the expense of the Board after agreement with the Association and signatures are affixed. A copy of said Contract shall be presented to all newly hired employees on or before the new employee's start date.
- G. Whenever any notice is required to be given by either of the parties to this Contract to the other, pursuant to the provisions of this Contract, either party shall do so by certified letter at the following addresses:
 - 1. If by the Association, to the Board of Education, Indian River School District, 31 Hosier Street, Selbyville, Delaware 19975.
 - 2. If by the Board, to the Association at the home address of the Association's President.

ARTICLE III

GRIEVANCE PROCEDURE

- A. Definitions
 - 1. A "grievance" shall mean a written claim by an employee that the terms of this Agreement, official written policy of the Board of Education, or written administrative rules and regulations relating to salaries, employee benefits, and/or working conditions have been violated, misinterpreted, or misapplied resulting in the abridgement of rights granted to the employee by such documents.

1. (*cont.*) A grievance may also be defined as a written claim by the Association that the terms of this Agreement, official written policy of the Board of Education or written administrative rules and regulations relating to salaries, employee benefits and/or working conditions have been violated, misinterpreted, or misapplied resulting in the abridgement of rights granted to the Association by such documents.
2. "Grievant" is the person, group of persons, or Association making the complaint.
3. "Day or days" shall mean, except where otherwise indicated, employee workdays. Thus, weekend or other non-workdays are excluded.
4. "Occurrence" shall mean when the grievant discovers that there has been a violation of the contract.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. General

1. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. Time limits may, however, be extended by mutual, written agreement of the parties. Placement of appeal or decisions under this procedure in the U.S. Mail, Certified Mail, within the specified time limit shall constitute compliance with such time limit. Signed faxes or attachments to e-mail will constitute service within the time limits with originals mailed on the same day.
2. The Informal Level of the Grievance Procedure must be initiated within 25 days of the occurrence giving rise to the grievance.
3. The grievant must be present at all levels of the grievance procedure. Only mutually agreed upon circumstances beyond the grievant's control may alter this requirement. The grievant may be represented at all levels by the IREA, DSEA, NEA or an attorney approved by the Association at the grievant's option.
4. All meetings and hearings conducted under Levels One and Two of this Procedure shall be conducted privately. Subsequent levels may be private or public, at the grievant's option.
5. All meetings and hearings shall be scheduled at the mutual convenience of the parties.

6. At all meetings and hearings held under this procedure, the grievant shall be afforded the right of due process.
7. Decisions rendered at each level of this procedure after the Informal Level shall be rendered in writing and shall set forth the reason(s) for the decision.
8. Decisions rendered at each level shall be based on such evidence, facts, documents, and testimony as was given at the hearing for that Level.
9. The grievant reserves the right to withdraw a grievance at any point in the procedure without prejudice.
10. The district shall not place any materials related to grievances in an employee's personnel file.
11. Nothing contained in the article shall deprive the employee of the rights of due process under the school laws of the State of Delaware or access to the courts thereof.
12. In the event of an emergency situation, the Principal, Superintendent, or President of the Board may appoint a designee to fulfill his obligations in these proceedings.
13. In the event that the Association files a grievance on behalf of a group of grievant(s), all individuals in the group affected by the grievance filed by the Association shall be bound to any resolution which is accepted by the Association.
14. Terminations shall be subject to the Grievance provisions of the agreement beginning at Level Three. Termination grievances shall end in Binding Arbitration.

D. Procedure

1. Informal Level

A Grievant shall first attempt to resolve the complaint through informal discussion with the immediate supervisor (Principal or Assistant Principal). A single grievance filed by more than one grievant may be raised with the immediate supervisor of any one of the grievants.

2. Level One

- a. If the Informal Level has not resulted in a satisfactory resolution of the Grievance within ten (10) days, the Grievant may file a formal, written Grievance with the immediate supervisor.

- a. (*cont.*) The written Grievance must be presented within ten (10) days of the date of the informal decision or if no decision was rendered, within ten (10) days of the date such decision was due.
 - b. The written Grievance shall specify:
 - (1) the occurrence(s) or omission(s) which gives rise to the Grievance.
 - (2) the date(s) and approximate time(s) of such occurrence(s) or omission(s).
 - (3) the provision(s) of the Contract alleged to have been violated, misinterpreted, etc.
 - (4) the remedy sought by the Grievant.
 - (5) the grievant, or group of grievants.
 - c. The immediate supervisor shall issue to the Grievant a written decision on the Grievance within ten (10) days of the date the written Grievance was presented.
3. Level Two
- a. If the Grievant is not satisfied with the decision at Level One or if no decision has been received within the time limit specified, the Grievant may appeal the Grievance to the Superintendent. Such appeal shall be filed within ten (10) days of receipt of the Level One decision or if no decision from Level One was received, within the (10) days of the date such decision was due.
 - b. The appeal to the Superintendent shall specify the same information as that required for Level One.
 - c. Within ten (10) days of receipt of the appeal, the Superintendent shall hold a hearing on the Grievance. Within ten (10) days of the hearing, the Superintendent shall issue a written decision to the Grievant and the President of the IREA.

4. Level Three
 - a. If the Grievant is not satisfied with the decision at Level Two or if no decision has been received within the time limit specified, the Grievant may appeal the Grievance to the Board of Education by serving notice of appeal on the President of the Board, at the School District Central Office, within ten (10) days of receipt of the Level Two decision within ten (10) days of the time limit for receipt of the Level Two decision.
 - b. The appeal to the Board shall specify the same information as that required for Level One.
 - c. Within ten (10) days of receipt of the appeal, the Board shall hold a hearing on the Grievance. Within ten (10) days of the hearing, the Board shall issue a written decision to the Grievant and the President of the IREA
5. Level Four
 - a. If the Grievant is not satisfied with the Level Three decision, or, if no decision was rendered within the specified time, the Grievant may, within ten (IO) days of receipt of the decision or within ten (10) days of the time limit for receipt, submit a request for Arbitration to the Superintendent via certified mail.
 - b. The arbitration process shall be conducted pursuant to Title 14, Chapter 40 of the Delaware Code, and the regulations of the Public Employment Relations Board.

ARTICLE IV

ASSOCIATION RIGHTS

- A. The Board recognizes and agrees to deal with the IREA in all matters relating to this agreement.
- B. The Board agrees to provide to the Association upon request all available public information concerning financial resources of the district, minutes of all board meetings, group insurance premium costs, names, addresses and telephone numbers.
- C. Whenever any representative of the Association is engaged during working hours in collective bargaining, contract grievance proceedings, or administrative conferences, he/she shall suffer no loss of pay.

- D. The Association and its representatives may have the right to use school buildings at reasonable hours for meetings. The principal of the building in question shall give permission in advance of the time and place of such meetings. Such requests shall not be unreasonably denied.
- E. The Association shall have the right to use school facilities and equipment including, copy machines (including fax capabilities), other duplication equipment, calculating machines, computers, printers, phones, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. Communication material prepared pursuant to this section shall not contain libelous and/or slanderous statements regarding any district employee and/or member of the Board of Education. The Association shall pay for the reasonable cost of all materials and supplies used and for any repairs necessitated as a result of such use.
- F. The Association shall have one bulletin board in each school building for its exclusive use.
- G. The Association shall have the right to use school mailboxes.
- H. There shall be a district wide paraprofessional in-service day during the student school year in which the paraprofessional unit will assemble for training and shall be given a minimum of a sixty (60) minute lunch where association business may be conducted.
- I. The Indian River Education Association shall be the exclusive representative of the employees under this agreement until mandated otherwise by the employees under this agreement of said district as provided by state law.
- J. Each Association representative may use his or her unassigned periods or duty-free work break for Association business provided that it does not interfere nor interrupt the normal school operation.
- K. Duly authorized representatives of the Association and their respective affiliates shall have the right to transact official Association, DSEA, and NEA business on school property at reasonable times provided that this does not interfere nor interrupt the normal school operations in any way as determined by the building principal.
- L. The Indian River Education Association shall receive an aggregate of twelve (12) days for all bargaining units which it represents, to attend conferences, meetings, and to conduct Association business without loss of pay to employees released. The IREA shall pay for the cost of a substitute if hired for an absent employee. The IREA President or designee shall provide notification to the Supervisor of Personnel no later than five (5) calendar days prior to the employee's absence unless there are extenuating circumstances. There shall be no carryover of unused days into succeeding years. Association Leave may be used in portions of days.

- M. The IREA President shall appoint a member of the IREA Minority Action Committee to serve as an Association representative to the District team for recruitment of applicants for District employment.
- N. Concerns about the accuracy of job descriptions shall be addressed through IREA liaison.
- O. Each Bargaining Unit shall be entitled to representatives on District Committees whose work impacts the wages and working conditions of bargaining unit members. The Committee Chair shall select the IREA representatives from a list of potential candidates provided by IREA.
- P. The IREA will have a standing member on the District's Calendar Committee, which develops the school calendar and provides input on the placement of non-student days. Paraprofessional non-workdays shall be denoted on the District Calendar.
- Q. Copies of the Indian River School District policy manual and all revisions are available to employees on the District's website. The Board and District agree to notify all employees of Board approved policy revisions via email within (5) five working days of the Board's approval.

ARTICLE V

ASSOCIATION-ADMINISTRATION LIAISON

- A. The IREA's Association representatives shall meet with the school administrator or his/her designee (1) one time per month during the school year to review and discuss current problems and practices including contract issues. Only by mutual agreement shall this meeting not be held, or more than one meeting a month be held.
- B. The IREA's Association representatives and officers shall meet with the Superintendent or his designee at the request of either party during the school year to review and discuss current problems and practices including contract issues. Only by mutual agreement shall more than one meeting a month be held.
- C. At least (I) one IREA Association representative will be a standing member of each building level instructional/leadership team.

ARTICLE VI

EMPLOYEE RIGHTS

- A. Pursuant to Chapter 40, Title 14, Delaware Code, the Board hereby agrees that employees shall have the right to organize, join and support the Association and its affiliates for the purpose of engaging in collective bargaining and other Association activities.

- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under Delaware School Laws or other applicable laws and regulations.
- C. The parties agree that the provisions of this Contract shall be applied in manner which does not discriminate based upon race, color, creed, sex, national origin, handicap, domicile, age, or any other classification prohibited by law.
- D. Employees shall not be disciplined, reprimanded orally or in writing, or reduced in pay without just cause. Any such action shall be conducted with due regard for privacy.

When an employee is requested to participate in an interview or in a meeting, the employee shall be informed of the purpose of the meeting, and if the employee reasonably believes the meeting will result in disciplinary action, the employee has the right to refuse to submit to the meeting without Association representation. If the employee requests representation, the employer shall, if needed, postpone the meeting for a reasonable period of time (no later than one (1) day) in order for the employee to secure representation of his or her choice.

If an employee is required to appear before the Board or an agent of the Board for the purpose of confronting the employee with allegations of misconduct and the results of such a meeting could adversely affect the employee's continued employment or salary, the employee shall, at least forty-eight (48) hours prior to the meeting, be given a written notice and specific reasons for the meeting. Both parties shall also be notified in writing at least twenty-four (24) hours prior to the meeting of any additional persons who will be present. Association representation may be requested prior to or at any point during the meeting. If the employee requests representation, the employer shall, if needed, postpone the meeting for a reasonable period of time (no later than one (1) working day) in order for the employee to secure representation of his or her choice.

These provisions shall NOT apply to the following:

- Informal discussions with an employee by the administrative staff pertaining to the employee's performance at his/her work location.
- Those situations where there are reasonable grounds to believe that such notice shall result in the destruction of or non-availability of necessary evidence and witnesses.
- Meetings with DOE regarding current Delaware State Adopted Assesment violations.
- Situations that may compromise student safety.

However, any such conversations will take place with due regard for privacy.

- F. The official file shall consist of the file maintained by the Director of Personnel under the following conditions:
1. No material, other than references received prior to employment by the district, shall be placed in an employee's file unless the employee is notified that such material has been or may be included in his/her files. The employee shall be given the opportunity to read material other than references and affix his/her signature and comments thereon.
 2. Upon written request by an employee, he/she shall be given access to his/her files. Such access shall be granted within three working days, except when made impossible by absence of the necessary district administrators.
 3. An employee shall be permitted to have material in his file reproduced. Such reproduction shall take place in the office where the file is located.
 4. File copies shall not be removed from the office of the school administration, except for reproduction or presentation of evidence purposes.
 5. A representative of the school administration shall be present at any inspection of the employee's files.
 6. A representative of the Association shall, at the employee's request, accompany the employee during the review of his/her files.
 7. Upon a written request to the district, an employee may remove any document which is older than twenty-four months, from his/her file with the exception of the following:
 - a. Letters indicating repeated offenses of a similar nature
 - b. Evaluations
 - c. Any document received prior to employment
- G. The Board agrees that it shall not discriminate against any employee because of his/her membership in the Association or collective bargaining with the Board, or his/her institution of any grievance, complaint, or proceedings under this Contract.
- H. The District shall make every effort to ensure minority representation on all District committees that, in any way, involve employees in the IREA bargaining unit.
- I. The personal life of an employee is not an appropriate concern for action of the Board of Education except as it may directly prevent the employee from performing their assigned duties.

ARTICLE VII

LEAVES OF ABSENCE

- A. Military - If a person holds a position in the district, he/she shall be afforded a position of equal status upon return.
- B. Parental/Child Care/Maternity - If a person holds a position, he or she shall be afforded a position in the same building, unless no position exists, for his/her first full school year following his/her return. If he or she returns during a school year, he or she shall be afforded a position of equal status.
- C. All leaves of Absences shall be under the requirements as prescribed by the Delaware Code.
- D. A copy of current state law defining sick leave and personal leave shall be included in each teacher's copy of his school's faculty handbook.
- E. While on approved leaves of absence, an employee may continue fringe benefits programs by bearing full premium costs.
- F. An employee's rights to positions following return from an unpaid leave of absence shall be subject to the involuntary transfer in Article XII Section F I of the contract.
- G. Physician's certificates for absences shall not be required unless a pattern of sick leave requests is established or in the event that five (5) consecutive days of sick leave are utilized.

ARTICLE VIII

WORKPLACE SAFETY

- A. The Board and the Association agree that effective means for the protection of employees and property are essential to the smooth functioning of the District. All buildings shall be maintained to provide an environment that is conducive to learning even when repairs and renovations are being made.
- B. Employees shall not be required to work under unsafe or unhealthy working conditions. Employees shall report what they feel are unsafe or hazardous conditions to the administrator in charge or to the administrator's designee.
- C. If an employee's report of an unsafe, hazardous, or unhealthy working condition is made in writing, the administrator shall provide a written response as soon as practical, but in any event within three (3) workdays, as to his/her assessment of the work condition and what steps can and shall be taken, if any, to remedy the situation.

- D. Employees shall immediately report cases of injuries suffered by them in connection with their employment to their principal, immediate supervisor, and nurse, if available.
- E. The employer shall take reasonable precautions to provide protection for an employee's vehicle and other personal property while on school property, but shall not assume liability for loss or damage.
- F. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his/her duties or while quelling a disturbance threatening injury to others as long as the employee's and the Board's interests are the same.
- G. Employees who use their own automobiles in the performance of their normal duties shall be reimbursed for such required and authorized travel at the rate provided by the Delaware Code.
- H. Where feasible and where acceptable, alternative facilities exist and upon request of an employee, instruction shall not continue in a classroom when there are unreasonable temperature conditions. Absent mechanical problems, building heating levels maintained during the school day shall continue at those approximate levels or until the end of the teachers' scheduled workday.
- I. An employee who suffers a work-related disabling injury and qualifies for workers' compensation benefits shall continue to receive all Board paid employee benefits as long as the employee is receiving workers' compensation benefits. This shall not apply to employees who are placed on disability pension unless permitted by the insurance carrier.
- J. Employees other than school nurses shall not be required to perform nursing duties except in an emergency. In such a case, a qualified medical person shall be brought on the scene as soon as possible, and the teacher shall be held harmless from liability by the Board unless the employee's act or omission amounts to gross negligence or willful and wanton misconduct.
- K. An Employee may, within the scope of his/her employment, use and apply such force as is reasonable and necessary to quell a disturbance threatening physical injury to others or to protect himself/herself if attacked.
- L. Paraeducators shall be instructed in proper techniques and equipment use for lifting or transporting students by a qualified individual. Paraeducators shall not be required to lift anyone weighing over fifty (50) pounds without additional help or proper lifting equipment, except in cases where a second person or lifting equipment cannot physically fit.

- M. Paraeducator duties may include showering students as part of instruction and hygiene. Paraeducators are required to exercise due care and sensitivity. When showering students, another adult shall be present.

ARTICLE IX

DRUG FREE WORKPLACE POLICY

The Indian River School District Board (Board) believes that illegal drugs and Unauthorized Prescription Drugs, as defined below, have no place in the work environment. Furthermore, Congress passed the Drug-Free Workplace Act of 1988, requiring the certification by federal grantees of a drug-free workplace, and the Board supports that Act. For these reasons, the Board adopts the following policy on drug-free workplace for the Indian River School District ("District") employees subject to any collective bargaining agreement to the contrary:

1. Definitions:

- (a) Distribution or Sale: Implies the transfer of unauthorized Drugs, unauthorized Prescription Drugs, or look-a-like substances to any other person with or without the exchange of money or other valuable consideration. The receiving party shall be considered as "in possession".
- (b) Drug: Any chemical substance that produces physical, mental, emotional, or behavioral change in the user. Drugs include all alcoholic beverages, narcotics, analgesics, stimulants, depressants, including marijuana, hashish and otherwise controlled substances or medications other than those sold to the public on a non-prescription basis or those prescribed to the employee by a licensed physician. Drug shall also include look-alike substances. All references to "Drug" or "Drugs" includes possession, use, or distribution of a Prescription Drug that has not been prescribed by a licensed physician and/or possession, use, or distribution of a Prescription Drug in the dosage or amounts that exceeds that dosage or amounts prescribed for the individual by a licensed physician.
- (c) Drug Paraphernalia: Paraphernalia includes objects used to manufacture, compound, convert, produce, process, prepare, analyze, pack, repack, store, conceal, inject, ingest, inhale, or otherwise provide a means to enter the human body. It is unlawful for any person to use, or to possess with intent to use, drug paraphernalia (Chapter 47, Uniform Controlled Substances Act, Sub-chapter V, §4771).
- (d) Inservice Days: During the regular work hours of 8:00 a.m. to 3:30 p.m. consumption of alcoholic beverages will be prohibited.
- (e) Non-Prescription Drug: A non-controlled substance used for medical reasons.

- (f) Possession: Implies that an employee has authorized Drugs or unauthorized Prescription Drugs on his/her person or with his/her personal property or under his/her control by placement of and knowledge of the whereabouts of same within the School Environment or during school-related activities. Not included as "in possession" is any substance that has been prescribed by a licensed physician and is present only in the dosage or amounts prescribed for the person.
 - (g) Prescription Drug: A controlled substance dispensed directly by a medical practitioner or by a pharmacy with a written prescription from the practitioner. Employees currently taking a prescribed medication from their own physician must carry it in the labeled container provided by a licensed pharmacist. All medication must be kept in its original container (Chapter 47, Uniform Controlled Substances Act, Subchapter 4, §4758).
 - (h) School Environment: Within or on District property, and/or District sanctioned and/or supervised activities.
 - (i) Unauthorized: That which is prohibited by the Superintendent of the District and/or government.
 - (j) Use: Implies that an employee is reasonably known to have assimilated an unauthorized Drug or is reasonably found to be under the influence of same within the School Environment or during a school-related activity.
 - (k) Illegal Substances: Any and all substances listed in Title 16; Chapter 47 of the Uniform Controlled Substance Abuse Act.
 - (l) Zero Tolerance: It is against the law for anyone to possess illegal substances. All cases must be reported to the police.
2. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, counterfeit controlled substance or designer drug as defined under 16 Delaware Code, Chapter 47, or comparable federal law, is prohibited in the district, in all places where its employees work, including all state-owned vehicles, and in carrying out any federal grant activity. As a condition of employment, all employees shall abide by this prohibition. Violation of such prohibition shall result in disciplinary action up to and/or including termination of employment.
 3. All violations of the above policy shall be reported to the Superintendent or the Superintendent's designee, who shall report the violation to the appropriate police authority. There may be a termination in all cases of a chargeable offense under 16 Delaware Code, Chapter 47, or comparable federal law; however, a conviction of the charged offense shall not be necessary to terminate the employee for a violation of the policy. The employee terminated may be entitled to due process per Title 14 of the Delaware Annotate Code.

4. Possession, sale, or distribution of Drugs or Drug paraphernalia by employees in the School Environment is prohibited and shall result in disciplinary action up to and/or including termination of employment.
5. Suspicion of employees reporting to work under the influence or being under the influence of Drugs/alcohol while on the job will be addressed through the procedure and consequences as outlined in the attached Drug and Alcohol Testing Procedures.
6. District volunteers are also prohibited from the possession, sale, or distribution of Drugs or Drug paraphernalia in the School Environment and may result in the dismissal of the individual as a volunteer.
7. Suspicion of volunteers being under the influence of Drugs/alcohol while performing volunteer duties in the School Environment may be addressed through the procedure as outlined in the attached Drug and Alcohol Testing Procedures at the discretion of the District.
8. Nothing in this policy shall preclude the Board from taking concurrent and/or independent personnel action against the employee under 14 Delaware Code, Sections 1411, 1421 or both for immorality, misconduct in office, incompetency, or willful neglect of duty, or under its other rights to discipline or terminate employees.
9. **All** employees shall notify the Superintendent in writing of any criminal drug statute conviction for a violation occurring in or outside the workplace no later than five working days after such conviction. Failure of the employee to make such a notification may lead to termination of employment per Title 14 of the Delaware Annotate Code. Within ten working days of receiving notice of any employee convicted as described above, the Board shall notify the federal agencies providing grants to and through the State Board and the Department of Education.
10. Within thirty (30) days of receiving notice of any employee convicted as described in section (2), the Board will:
 - (a) Take appropriate personnel action against such an employee, up to and including termination, and/or
 - (b) Require such an employee to participate satisfactorily in an alcohol/drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

Such action may be taken by the District prior to conviction.

11. The Board will inform employees about:

- (a) The dangers of drug abuse in the workplace;
- (b) The district's policy of maintaining a drug-free workplace;
- (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

12. The Board shall make a good faith effort to continue to maintain a drug-free workplace through the implementation of this policy and ensuring that all new employees are informed of the policy through the measures set out in section (6).

DISCIPLINARY PROCEDURES:

1. Possession, sale, or distribution of drugs or drug paraphernalia in the school environment will:
 - (a) Result in suspension, pending a School Board hearing, with consideration of further disciplinary action, including termination. The School Board hearing will take place no later than thirty (30) working days from the first suspension day unless otherwise provided. The employee may have Association representation at the hearing.
 - (b) Result in a report of the incident to the police.
2. Suspicion of reporting to work under the influence or being under the influence of Drugs/alcohol while on the job will be addressed through the procedure and consequences as outlined below.
 - (a) Drug and Alcohol Testing Procedures

STATEMENT OF PURPOSE:

Employees are the District's most valuable resource and their health and safety is therefore a serious concern. Furthermore, substance abuse education is one of the District's most important missions. It is not enough for staff to instruct students regarding substance abuse. District staff must lead by example. Finally, employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs.

Each employee shall be provided with a copy of these procedures. The District will also offer training for each employee regarding substance abuse.

ASSISTANCE IN OVERCOMING ALCOHOL OR DRUG ABUSE FOR EMPLOYEES WHO VOLUNTARILY SEEK HELP:

Early recognition of alcohol or drug abuse is important for successful rehabilitation, the affected employee's productivity, and reduced personal, family, and social disruption. Whenever feasible, the District will assist employees in overcoming drug or alcohol abuse. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual's responsibility.

The District recognizes substance abuse is a medical problem which can be successfully treated. Most substance abusers, however, deny they have a problem, and ordinarily do not seek treatment voluntarily. This denial is the most significant obstacle to successful treatment.

Employees with alcohol or drug abuse problems may request the confidential assistance of the Assistant Superintendent. Employees may seek help without the approval of their supervisor. The Assistant Superintendent provides assistance on a strictly confidential basis and refers employees to the appropriate counseling and treatment services. Employees who voluntarily request assistance in dealing with an alcohol or drug abuse problem may do so without jeopardizing continued employment. Information disclosed in the process of seeking assistance will not serve as a basis for discipline. Disciplinary action for violation of the District's policies on alcohol and drug abuse will not be reduced if an employee requests assistance after being asked to submit a blood and/or urine specimen.

If an employee seeks assistance, such an employee shall consult with a public or private substance abuse counseling or assessment center and obtain a recommendation as to an appropriate rehabilitation program. The employee may be placed on leave for a time period necessary to successfully complete the recommended rehabilitation program. Such an employee must:

- (1) Provide the Assistant Superintendent with proof of enrollment in the recommended alcohol or drug abuse rehabilitation program and proof of attendance at all required sessions.
- (2) Pay for all costs of rehabilitation which are not covered by the employee's health insurance plan.

PROHIBITIONS:

Pursuant to the Board's Drug Free Workplace Policy, the possession, use, manufacture, distribution, dispensation, or sale of illegal drugs and/or illegal substances or Drug paraphernalia in the workplace is prohibited. The Board's Alcohol Free Work Place Policy also prohibits the use, sale, or manufacture of alcohol at any time in the workplace, on school property, and in State owned or leased vehicles. Further, the District prohibits possession of alcohol in all its facilities, in State owned, District owned or leased vehicles, and in private vehicles when used to transport students. In addition, an employee is subject to disciplinary action if the employee is under the influence of alcohol in the workplace or tests positive for use of an illegal drug and/or illegal substance. For purposes of this policy, "workplace" shall be defined as during regular scheduled work hours or any time an employee is responsible for any District student including but not limited to the following: (a) field trips; (b) after school activities (e.g. sports, student dances, etc.); or (c) on District property, including state-owned vehicles.

REASONABLE SUSPICION:

1. With the exception of bus drivers who are engaged in a safety sensitive activity, an employee will be tested only if two administrators agree that there is reasonable suspicion to believe the employee is under the influence of alcohol or an illegal drug and/or illegal substance in the workplace, or if there is reasonable suspicion to believe the employee used alcohol or an illegal Drug in the workplace. In the case of bus drivers, such employees may be tested in accordance with the applicable State Board regulations. This includes the requirement a bus driver who has been suspended due to a positive test for alcohol or drugs must submit to a test prior to returning to work, and the bus driver shall not return to work unless such a test is negative.
2. A determination there is reasonable suspicion to believe an employee is "under the influence" shall be based upon objective factors including, but not limited to, the following: odor of alcohol on the employee's breath, slurred speech, unsteady or erratic movements.
3. In order to have a written record of reasonable suspicion that an employee is "under the influence", one of the administrators who determines there is reasonable suspicion to believe an employee is "under the influence" shall, within one workday of the time the employee is tested for alcohol and/or Drugs, prepare a written report listing the objective factors supporting the reasonable suspicion.
4. Administrative staff shall be trained in the identification of signs and symptoms of intoxication and substance abuse, and procedures for documentation and maintaining confidentiality prior to their involvement in the implementation of the testing procedures.

TESTING:

If there is a determination there is reasonable suspicion to believe an employee is under the influence, no discipline shall be imposed in the absence of a confirmatory test unless the employee's behavior, nonfeasance, misfeasance, or malfeasance provides a separate basis for discipline. If the District decides to pursue a confirmatory test, the District shall adhere to the following procedure:

1. The employee will be asked, with due regard for privacy, to submit a blood and/or urine specimen at a local collection site for alcohol and drug testing. The Assistant Superintendent or his /her designee will accompany the employee to the local collection site.
2. If the employee is taking a Prescription Drug, the employee shall disclose that fact and the laboratory will follow its established procedure for verifying the authenticity of the prescription.

3. With regard to alcohol, a positive test result shall be alcohol concentration of .02, or more. Alcohol concentration of .02, or more, means alcohol in a sample of an employee's blood equivalent to .02, or more, grams of alcohol per hundred milliliters of blood; or an amount of alcohol in a sample of an employee's breath (measured by a breathalyzer test) equivalent to .02 or more grams per two hundred ten liters of breath.
4. With regard to *Drugs*, discipline will be imposed if a National Institute on Drug Abuse certified laboratory confirms an initially positive test result by gas chromatography/mass spectrometry (GC/MS) using the following cutoff levels for its confirmation test:

<u>Substance</u>	<u>Confirmation Test (ng/ml)</u>
Cannabinoids Metabolite	15
Cocaine Metabolite	150
Opiate	300
Phencyclidine	25
Amphetamines	500

These five drugs or classes of drugs, as well as the confirmatory test levels, are taken from the U.S. Department of Transportation Drug Testing Procedures. If the Department of Transportation changes its Drug Testing Procedures by adding drugs or classes of drugs, these Procedures shall be modified to add such drugs or classes of drugs, including the confirmatory test levels adopted by the Department of Transportation.

5. The costs of testing will be paid by the District.
6. If an employee is tested, the employee shall be suspended with pay pending the District's determination.
7. The District shall make a determination as soon as practicable.
8. The imposition of discipline, if any, shall occur only after confirmation of the applicable test.
9. If the drug and/or alcohol test is negative, there shall be no reference to such a test in the employee's personnel file.

CONSEQUENCES OF A POSITIVE TEST:

The discipline for an employee, who tests positive for drugs, is set forth below:

<i>Violation</i>	<i>Discipline</i>
1. Positive test for drugs	Appropriate discipline which may include termination, but at a minimum suspension without pay for up to 90 workdays, and participation in a substance abuse program.
2. If the results of an employee's test for drugs are not a complete negative, but fall below the threshold for discipline, a record of those results shall be placed in the employee's file for a period of two years only. The employee would have the right to attach to those results a description of the circumstances surrounding the results of that test. If the employee were to come under reasonable suspicion and be tested again during that two-year period, the following would apply:	<ul style="list-style-type: none">• If the results of the second test are negative, no further action would occur, and the original results would be removed from the employee's file at the end of the original two years.• If the results of the second test were as the first test (not a complete negative but below the threshold), the employee would be subject to mandatory evaluation and completion of an education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.• If the results of the second test were positive (above the threshold), and depending on the circumstances surrounding both tests, the first test results would be considered in deciding the discipline for the positive test.

The discipline for an employee who tests positive for alcohol is set forth below. For purposes of this section, a "second offense" is any incident within 5 years of the 1st offense. A "third offense" is any incident within 5 years of the 2nd offense.

Violation

Discipline

Blood Alcohol Concentration
(BAC) equal to .02

FIRST OFFENSE

Employee is sent home and charged one day personal leave. Mandatory evaluation and completion of education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.

SECOND OFFENSE

Employee is suspended for 5 days without pay. Mandatory evaluation and completion of education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.

THIRD OFFENSE

Employee is suspended a minimum of 90 workdays without pay with the possibility of termination. If not terminated, the employee must also complete education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.

BAC greater than .02, but less
than .08

FIRST OFFENSE

Employee is suspended for 5 days without pay. Mandatory evaluation and completion of education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.

SECOND OFFENSE

Employee is suspended a minimum of 90 workdays without pay with the possibility of termination. If not terminated, the employee must also complete education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.

THIRD OFFENSE

Termination

<i>Violation</i>	<i>Discipline</i>
BAC greater than or equal to .08	<p>FIRST OFFENSE</p> <p>Employee is suspended a minimum of 90 workdays without pay with the possibility of termination. If not terminated, the employee must also complete education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.</p> <p>SECOND OFFENSE</p> <p>Termination</p> <p>Employee is suspended a minimum of 90 workdays without pay with the possibility of termination. If not terminated, the employee must also complete education program and/or treatment as recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.</p>
Refusal to submit to the testing procedure	<p>Employee is suspended a minimum of 90 workdays without pay with the possibility of termination. If not terminated, the employee must also complete education program and/or treatment as recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.</p>

REFUSAL TO SIGN THE CONSENT FORM AND SUBMIT TO THE TESTING

An Administrator shall obtain the individual's signature on a Consent Form (Attachment No. 1) and provide the individual with a copy of the form, prior to taking the employee to the collection site. If an employee refuses to sign the consent form and submit to the testing when there is reasonable suspicion for testing the employee, such a refusal shall be deemed a positive test result.

BREATH TESTING PROCEDURES:

1. Only qualified operators of a breathalyzer test shall sample employee's breath.
2. The Assistant Superintendent, or his/her designee who accompanied the employee to the test site shall call a friend, relative or taxi to take the employee home.

BLOOD TESTING PROCEDURES:

1. Only authorized personnel at the local collection site shall conduct blood testing. Collection site personnel will draw 5 to 7 milliliters of blood from the individual into a tamper-proof vacutainer bag.
2. Both collection site personnel and the employee shall keep the specimen in view at all times prior to its being sealed and labeled. The employee shall observe the sealing process.
3. Collection site personnel shall place securely on the side of the vacutainer bag an identification label which includes the date, the specimen number and the employee's name. The employee shall observe the application of this label and shall then initial the label as certification it is the specimen the employee provided. Collection site personnel shall note any unusual behavior on the chain of custody form.

4. The employee shall then sign the chain of custody form, which states the date, collection site, the names of the collection site personnel, and the employee's name and specimen number, and which verifies the blood specimen has been in the employee's view continuously from the time of collection until he or she initialed the label.
5. The Assistant Superintendent or his/her designee who accompanied the employee to the local collection site shall call a friend, relative or taxi to take the employee home.

URINE SPECIMEN COLLECTION PROCEDURES:

1. Collection site personnel shall direct the individual to remove any unnecessary outer garments, such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the urine specimen. Collection site personnel will further direct the individual to put aside all personal belongings, such as a purse or briefcase. The individual may retain his or her wallet.
2. In order to deter adulteration of the urine specimen by substances concealed in the individual's hands or under the individual's fingernails, collection site personnel shall instruct the individual to wash his or her hands prior to urination. After washing hands, the individual shall remain in the presence of collection site personnel and shall not have access to purses or briefcases or to water fountains, faucets, soap dispensers, cleaning agents or any other materials which could be used to adulterate the specimen. Collection site personnel shall note any unusual behavior on the chain of custody form.
3. The individual may provide the urine specimen in the privacy of a stall or otherwise partitioned area assuring privacy. If there is a toilet in such an area, toilet bluing agents shall be placed in the toilet tank so the reservoir of water in the toilet bowl always remains blue. Collection site personnel shall note any unusual behavior on the chain of custody form.
4. Upon receiving the specimen from the individual, collection site personnel shall determine it contains at least 60 milliliters of urine. If the specimen does not contain at least 60 milliliters of urine, collection site personnel should provide the individual with 8 ounces of fluid every 30 minutes until urination occurs.
5. Immediately after the specimen is collected, collection site personnel shall inspect the specimen to determine its color, temperature, and any signs of contamination. Collection site personnel should note any unusual findings on the chain of custody form. Collection site personnel shall forward all specimens to the laboratory for testing even if the specimen may be adulterated.
6. Both collection site personnel and the individual shall keep the specimen in view at all times prior to its being sealed and labeled. If collection site personnel transfer the specimen to a second bottle, the individual shall observe the transfer of the specimen.

7. Collection site personnel shall place a tamperproof seal over the bottle cap and down the sides of the bottle. The individual shall observe this sealing process.
8. Collection site personnel shall place securely on the side of the bottle an identification label which contains the date, the specimen number and the individual's name. The individual shall observe the application of this label and shall then initial the label as certification that it is the unadulterated specimen the employee provided.
9. The individual shall then sign the chain of custody form, which states the date, collection site, the names of the collection site personnel, and the individual's name and specimen number, and which verifies the urine specimen was in the individual's view continuously from the time of collection until the employee initialed the label affixed to the bottle. The form shall also verify that the identified specimen is the unadulterated specimen.

CHAIN OF CUSTODY AND SHIPMENT OF URINE OR BLOOD SPECIMEN:

1. Collection site personnel must complete the chain of custody form in order to maintain control and accountability of each urine or blood specimen from the point of collection to receipt of test results.
2. The chain of custody form shall document each time a specimen is handled or transferred and the reason for such handling or transfer and shall identify every individual in the chain. Collection site personnel shall minimize the number of persons handling a specimen.
3. Collection site personnel shall ship the collected specimen for testing within 24 hours of collection. Collection site personnel shall place the specimen in a container designed to minimize the possibility of damage during shipment and shall securely seal the container to eliminate the possibility of undetected tampering. On the tape sealing the container, collection site personnel shall sign and enter the date. Collection site personnel shall attach the chain of custody form and the Confidential Medical Questionnaire and Consent Form to the sealed container prior to shipment.
4. Collection site personnel shall secure the sealed container to prevent unauthorized access during temporary storage before shipment.
5. Collection site personnel shall not permit any unauthorized person access to any part of the collection site area when blood or urine specimens are collected or temporarily stored.

TESTING STANDARDS:

1. Security and Chain of Custody. An approved laboratory will maintain strict security at its facilities and rigorously follow proper chain of custody procedures. The laboratory will fully satisfy every security and chain of custody requirement of NIDA's Mandatory Guidelines for Federal Workplace Drug Testing Programs.
2. Blood Test and Breath Test. A positive result shall be blood alcohol concentration of .02% or greater which constitutes a violation of GBCB Staff Conduct Drug and Alcohol-Free Workplace.

3. Initial Test (Urine). The laboratory will use an immunoassay which has been approved for commercial use by the U.S. Food and Drug Administration.
4. Confirmatory Test (Urine). The laboratory will confirm all initially positive tests results of urine specimens by gas chromatography/mass spectrometry (GC/MS).
5. If the Department of Transportation changes its Drug Testing Procedures by adding drugs or classes of drugs, these Procedures shall be modified to and such drugs or classes of drugs, including the initial test levels and confirmatory test levels adopted by the Department of Transportation.
6. Reporting Results. The laboratory will report all test results. As to urine tests, the laboratory will report as positive only those specimens confirmed positive by GC/MS. The laboratory will report the results only in writing and will report only to the Assistant Superintendent. The laboratory will transmit to the Assistant Superintendent a copy of the Toxicology Chain of Custody form and Consent form for all positive test results. The District shall provide copies of such documents to the employee.
7. Record Retention. Unless otherwise notified, the laboratory will retain all records pertaining to a given specimen for one year in the case of negative results, and for three years in the case of positive results.
8. Storage. The laboratory will store all specimens for at least one year and longer whenever requested.

MISCELLANEOUS PROVISIONS:

Right to a Representative

The employee has the right to request an opportunity to talk to a representative prior to signing this form. However, the District will wait no more than 30 minutes for such a representative to appear. If the employee requests the presence of an employee, the District will provide such an employee with coverage so that the employee is available within 30 minutes.

Providing the Urine Specimen

The employee must provide at least 60 milliliters of urine. If at first the employee is unable to provide 60 milliliters of urine, collection site personnel will give the employee 8 ounces of liquid every thirty minutes until the employee is able to provide 60 milliliters of urine. The employee may provide his or her urine specimen in private. Collection site personnel will not observe the employee.

Accuracy of Test Results

The District has taken extraordinary precaution to assure the test results are accurate. If the first test produces a positive result, the laboratory will administer a second, more sophisticated test. This second test measures the exact molecules of each drug; every drug has a different molecular structure, just as each person has a different fingerprint. The laboratory's second test identifies each drug by its unique molecular "fingerprint." Only if the second test is also positive does the laboratory report a positive test result. The scientific and medical community uniformly agrees that the combination of tests used by the laboratory produces extremely accurate results. The National Institute on Drug Abuse regularly inspects the laboratory and has certified that it meets the highest professional standards.

Chain of Custody

The District takes exceptional precaution to assure the integrity of each specimen. To ensure an individual's specimen is not accidentally confused with another's, collection site personnel follow a rigorous chain of custody procedure. Individuals providing specimens have a vital role to play in the chain of custody procedures. They must keep their specimen in view at all times until it is sealed and labeled. Each individual then initials the label on his or her specimen.

Confidentiality

Test results are highly confidential. The drug testing laboratory informs only the Assistant Superintendent.

**ARTICLE X
EVALUATION**

- A. Each paraprofessional shall be evaluated in writing by his/her administrator at least once per school year. Evaluations will only include observations of the performance since the last evaluation. Evaluations shall be presented to the employee no later than ten (10) working days before the last paraprofessional workday.
- B. In completing the evaluation, the administrator may solicit written input from other administrators and/or teachers who have personally worked with or witnessed the paraprofessional's performance. Any such information that is used in the evaluation shall be quoted. The author of the information may choose to have their name disclosed.
- C. It will be the administrator's responsibility to complete and sign the evaluation.
- D. A standard District-wide evaluation form for paraprofessionals shall be used. The form and process for evaluations shall be reviewed with all paraprofessionals at the beginning of each school year.

- E. Paraprofessionals shall be given a copy of any evaluation report within ten (10) working days of its completion. The paraprofessional shall affix his/her signature to indicate that s/he is aware of the report. Paraprofessionals shall be given the right to respond within ten (10) working days of each evaluation in writing and such response shall be made a permanent part of the personnel file.

ARTICLE XI

REDUCTION IN FORCE

A. Definitions

1. IRSD - The Indian River School District, including all prior component school districts thereof.
2. System Seniority – The total length of uninterrupted service with the Indian River School District.
3. Ties - Ties shall be broken by calculating seniority. Final ties shall be broken by lottery.
4. Reduction in Force (RIF) - A reduction in the number of positions in the bargaining unit or component thereof.
5. Layoff-The termination of an employee's employment due to a RIF.
6. Bump - a process whereby an employee otherwise designated for layoff elects to replace a less senior employee in the same Class.
7. Loss of Seniority - Employees shall lose all seniority upon voluntary resignation or discharge except that employees who are laid off and subsequently recalled shall have restored to them all seniority accumulated at the time of layoff. Board approved unpaid leave of absence shall not interrupt continuous service.
8. Those employees who have worked consecutive years as a temporary paraprofessional employee and then take a non-temporary position in the bargaining unit shall have those years of uninterrupted service count towards seniority as defined above.

B. Layoffs and Recalls

1. In the event a reduction in force within the bargaining unit requires layoffs, the district shall identify the Class where the reduction(s) in force will occur and from which buildings/administrative unit positions will be eliminated. Administrative Unit is as defined in Article XII.

2. The least senior paraprofessional(s) in the building(s) where the position(s) are being eliminated shall be laid off unless they have more seniority than other paraprofessionals on the Seniority list in which case they will be displaced. A displaced paraprofessional may bump into any building where there are positions held by paraprofessionals with less seniority for which they qualify for. When a building is chosen, the least senior paraprofessional in that building shall be laid off or displaced.
3. Employees who are bumped shall have the same rights set forth above for displaced employees.
4. All bumping rights shall be limited to the Class of the employee seeking to bump. However, if a vacant position exists in another Class, a laid-off employee shall have the right to transfer to such vacancy.
5. Laid-off employees shall be recalled to the same Class as that from which they were laid-off. Recall shall take place in reverse chronological order of the layoff, with the most recently laid-off employee being recalled first. Where dates of layoff are the same for two or more employees, System seniority shall determine the order of recall. Employees who refuse recall lose further recall rights. Laid-off employees shall be entitled to recall rights for a period of twenty-four (24) months from the effective date of layoff.
6. In the event a vacancy exists in a Class other than the Class from which the employee was laid-off and there is no employee on the recall list from the Class in which the vacancy exists, employees on the recall list from other Classes shall have the right to be recalled to the vacancy based on Classification seniority accumulated at the time of lay off. However, failure to accept recall to a Class other than that from which the employee was laid-off shall not remove the employee from the recall list for the Class from which the employee was laid-off.
7. Employees shall be notified in writing of lay-off no later than July 1st of the year in which the lay-off occurs.
8. The District shall annually provide a list of all employees by area of current major paraprofessional assignment. Employees shall be listed in seniority order. This list shall be provided to the IREA President and IREA building reps by April 1st. Employees who wish to appeal their placement on this list must do so in writing to the Director of Personnel before May 1st of the year the list is published. A final list shall be published by June 1st. An employee's appeal of his/her seniority date or classification must set forth the basis for the appeal. The District and school administrators shall annually verify the assignment of each employee. Discrepancies with the established seniority list shall be corrected by the District.

ARTICLE XII

PARAPROFESSIONAL VACANCIES, TRANSFERS AND REASSIGNMENTS

A. Definitions

Administrative Unit: Paraprofessionals belonging to a specified program or group who fall under the direction of an administrative team but not necessarily housed in one building. The administrative units are Howard T. Ennis, The District Special Education Program One to Ones (Those that assist with toileting, showering, repositioning, and diapering), specialized behavioral paras, Registered Behavior Technicians, and the Early Learning Center.

Transfer: A transfer is any change that involves movement from one building/administrative unit to another.

Reassignment: A reassignment shall apply to changes within one building/administrative unit affecting a change in duties.

Class I: Paraprofessionals working in the Howard T. Ennis Program, the Indian River Autism Program, Early Learning Center, and the Registered Behavior Technicians, specialized behavioral paraeducators. Any one-on-one para responsible for diapering, toileting, feeding, and/or positioning would be included as a Class I paraprofessional.

Class II: Any paraprofessional not listed in Class I.

B. The following paraprofessional skill sets shall be considered during transfers, reduction in force (RIF), and involuntary transfers and/or reassignments:

- a. Bilingual paraprofessionals
- b. Registered Behavior Technicians
- c. Specialized Behavioral Paraeducators
- d. Early Learning Center Paraeducators

Other skills sets as determined unique, with input from IREA. ELC paraprofessionals are required to have 6 months of early childhood experience (Pre-k through 2nd grade) on order to be eligible for hire.

ELC paraprofessionals are required to complete early learning course TEC I and TEC II within 90 calendar days of hire if they do not have 6 college credits in early childhood education.

If ELC paraprofessionals fail to complete required coursework by the end of 90 calendar days, they will be released for failure to hold required certification.

ELC paraprofessionals must have a criminal background check every five (5) years.

- e. Other skill sets as determined unique, with input from IREA.

C. Vacancies

1. A posting of permanent position vacancies within the bargaining unit shall be done internally in a conspicuous place that includes over the internet. They shall remain posted until the closing date, except in an emergency.
2. Such vacancy positions shall be sent electronically to the IREA President and IREA Vice-President of Paraprofessionals and shall be posted no less than ten (10) working days unless the district determines that a shorter period is necessary. In circumstances where ten (10) working days cannot be provided, the District agrees to an absolute minimum of three (3) working days. All postings shall be sent to IRSD staff via email. The posting shall not exceed thirty (30) days without being reposted. Upon reposting it shall also be resent electronically to the IREA President and the IREA Vice-President of the Paraprofessionals. Failure to supply this copy shall not invalidate the posting.

D. Voluntary Transfers

1. Paraprofessionals who desire a transfer for the upcoming school year shall apply during the transfer period. The transfer period occurs between April 1st to April 30th. There will be no transfers after August 15th. If a paraprofessional does not apply for a transfer during the transfer period, they will not be eligible for a transfer. Paraprofessionals may only transfer once during a twelve (12) month period.
2. The vacancy shall be determined by a selection from the top three (3) most senior qualified applicants from that class. If class seniority is equal among applicants, the tie shall be broken according to Article X, Section 1, E.
3. If there are no transfer applicants from within the class, the vacancy shall be filled by a selection from two (2) employees with the most Classification Seniority. Ties in Classification Seniority will be broken according to Article X, Section 1, E.
4. Should there be no employee transfer applications, the district shall post the vacancy to the public.

E. Voluntary Reassignments

1. Paraprofessionals who desire a reassignment within the current building/administrative unit may file a written statement of such desire with the supervising Principal. All requests for reassignment shall be kept on file until August 31 of each year.

F. Employer Initiated Transfers and Reassignments (Involuntary)

1. Employer initiated Transfers and Reassignments made after August 15th will only occur when a change in program or enrollment makes such a change necessary. The person with the least seniority (as defined in Article XII) in that class shall be transferred or reassigned unless a special skill set is required. Reasons for these transfers/reassignments and/or special skill set requirements shall be issued in writing.

2. Reassignments within the District Special Education One to One Program after August 15th will only occur based on the needs of students as defined in a legally binding document (such as an IEP) and not for arbitrary and capricious reasons.

ARTICLE XIII

WORKING CONDITIONS

- A. 1. Paraprofessionals who are directed by their administrator to transport students in the course of their job responsibilities will use district vehicles.
2. Under normal circumstances, Paraprofessionals will not be required to accompany students in a vehicle with less than two adults present, one being the Paraprofessional themselves.
- B. 1. Paraprofessionals shall work a seven and one half (7.5) hour workday inclusive of a 30-minute, duty-free, paid lunch. Due to state-mandated bus routes, the start time and end time of the paraprofessional workday may be adjusted. Such adjustments shall not have the paraprofessional's day begin before 7:00 AM nor end after 4:30 PM. Paraprofessionals in all classes will work 185 days in a school year subject to state law.
2. Required training shall be relevant to job requirements.
3. The District will provide a minimum of three (3) in-service training opportunities per year specific to Paraprofessionals during in-service days. The Paraprofessional Vice-President shall provide in-service training topic ideas from the membership by June 30th of each year. These topics will be considered along with District initiatives that may include in-service, faculty meetings, electronically through the District approved learning management system and/or train the trainer models. This professional development will be a minimum of three (3) hours inclusive of all delivery types.
4. Notwithstanding Article XIII.B.1 above, Paraprofessionals will be required to attend up to one (1) meeting or professional development session per month after regular working hours provided that such meeting(s) shall not last more than one (1) hour beyond the regular workday and further provided that Paraprofessionals shall be given at least two (2) working days notice of such meeting(s) except in cases of emergency. Any paraprofessional who is working on a flex schedule shall be compensated for time between the end of their altered (flex) workday and the beginning of the required meeting(s). An optional second meeting may be held bimonthly at the discretion of the building administrator. The optional second meeting will be limited to forty (40) minutes in duration. Paraeducators would only attend if the second optional meeting is directly relevant to their job duties. No additional assignments/work will be required of paraeducators after the conclusion of the forty (40) minute meetings. When an optional second meeting is scheduled, employees will be given two (2) days notice, except in cases of emergency, and an agenda will be provided. The optional bimonthly second meeting may begin rotation in October.

5. Paraprofessionals shall be required to attend one (1) Open House per year and three (3) parent-teacher conferences.

Paraprofessionals shall not report to work on four (4) days during the school year for their mandatory participation at faculty meetings, after-school professional development, parent-teacher conferences and one open house. These days will be determined by Indian River School District with IREA input.

6. On days when students are not present and paraprofessionals report, one (1) of the professional development days shall be devoted to completion of on-line trainings required by the State of Delaware, and paraprofessionals shall have the option to work remotely on this day designated by the district. There will be one (1) other professional development day designated by the district that will be offered on-line and paraprofessionals will have the option to work remotely.
- C.
1. Unit members will receive the pro-rated daily rate of pay or equal compensatory time, at the employee's choice, for any work required and pre-approved by the building administrator in excess of 37.5 hours per week up to 40 hours, after which they will receive 1.5 the daily rate or 1.5 compensatory time.
 2. All hours in excess of 37.5 hours per week require prior written approval of the building administrator.
 3. An employee cannot accumulate more than 7.5 hours of compensatory time prior to using it.
 4. Usage of compensatory time shall be mutually scheduled between the employee and the administrator and will not incur additional expenses to the district (i.e. substitutes).
 5. Compensatory time cannot be used to extend holiday breaks.
- D.
- The use of paraprofessionals as substitute teachers is undesirable. Should the need arise for a paraeducator to be used as a substitute for a teacher, no paraeducator shall be required to substitute for teachers in areas other than those housed in the Paraeducator's regularly assigned building. The parties give consideration to the ramifications such an assignment will have on other tasks of a Paraeducator's job before substituting is assigned. The parties understand that emergency situations arise when positions must be filled on a temporary basis. An emergency shall be defined as an unforeseen circumstance for which the employment of a substitute could not have been planned or executed. When substitution is necessary, Paraeducators will, to the greatest degree possible, be assigned on a fair and equitable rotational basis within the building. In the event that a 1:1 paraeducator's student is absent, that paraeducator will be moved to the top of the building rotation list for that day. Any paraeducator's working in a special program (ILC, etc.) who serves as the instructional leader (teacher) for the program will be eligible to earn the compensation, even when he/she is not the only paraeducator in the assigned area. When a teacher is absent in a room where there is a paraprofessional already assigned the paraprofessional in the room will be given the first opportunity to serve as the instructional leader and earn the compensation.

On each occurrence when a Paraeducator is pulled from his/her assignment to substitute or provide coverage for a position that falls under the Teacher Contract a total of two (2) hours or more time substituting will be compensated by adding \$10.00 per hour to the paraeducator's normal hourly rate. If a para is pulled to cover or substitute for anytime less than two (2) hours there will be no additional compensation. If a para is pulled to cover or substitute for more than two (2) hours the paraeducator will be compensated for the entire time. Example: Three (3) hours = \$30.00,

E. If no substitute teacher is available, for a teacher out on long-term leave or for a continuous vacancy, paraprofessionals may be used as an "Acting Teacher." Paraprofessionals selected to work in this capacity by an administrator and perform such work for more than five (5) consecutive workdays (1 work week) will be paid a daily stipend of \$100 in addition to their current salary.

1. It is not in the spirit of this Agreement for Paraprofessionals to be placed in Acting Teacher position on a rotation to avoid the consecutive five (5) workday requirement.
2. Any vacant position requiring an Acting Teacher must have an active recruitment. It is not the intent of this Agreement to postpone filling a teaching position permanently by utilizing an Acting Teacher.
3. To afford an opportunity to all paraprofessionals in the school, Acting Teacher opportunities that become available shall be posted by the building administrator, with approval from the Director of Human Resources. Paraprofessionals who are interested may express interest by responding to the posted position in writing.
4. Acting Teacher shall be defined as paraprofessional whose ongoing duties and responsibilities reflect the requirements of a teacher including acting as the primary teacher in a classroom, the development of instructional plans, grading, and serving as the primary point of contact for administrators and parents.
5. Acting Teachers will be afforded the same planning and preparation time afforded to teachers in hours and workload of the collective bargaining agreement between the Indian River Education Association and the Board of Education of the Indian River School District.

Acting Teachers will be expected to put forth the necessary additional time as reasonably necessary to carry out their duties without additional compensation.

6. This includes attendance at faculty meetings, professional development days, and any other contractual obligations of teachers.
7. Any meeting that would typically compensate a teacher for being in attendance, would allow for compensation of the Acting Teacher.
8. The parties agree that the building administrator will meet with any

INDIAN RIVER EDUCATION ASSOCIATION PARAPROFESSIONAL UNIT CONTRACT 2021-2023
paraprofessional serving as an Acting Teacher if there is a problem with their performance. If the issues persist and are documented, the paraprofessional may be removed as the Acting Teacher and placed back into their previous assignment.

9. The parties agree that if a paraprofessional is serving as an Acting Teacher and is unable to continue filling the assignment, the paraprofessional shall notify the building administrator in writing providing a minimum notice of ten (10) business days.
 10. The parties agree that if a paraprofessional is serving as an Acting Teacher and the assignment becomes unavailable; the building administrator shall notify the paraprofessional that they are returning to a paraprofessional assignment as soon as practicable but no less than five (5) business days.
 11. The Office of Human Resources will develop procedures in support of this Agreement. Indian River Education Association, Paraprofessionals unit will have the opportunity to review the procedures to provide feedback and agreement.
- F. Paraprofessionals shall work under the direction of a teacher and shall not be responsible for initiating new areas of instruction. Paraprofessionals schedules shall afford time to meet with the teacher to review duties if requested by both the teacher and paraprofessional.
- G. Employee shall be entitled to a duty-free work break with pay of fifteen (15) minutes duration during each half of their workday (i.e., once before the lunch break and once after the lunch break) or one (1) thirty (30) minute duty-free work break as may be scheduled by the immediate supervisor. A break may be forfeited during an emergency.
- H. Paraprofessionals whose duties require preparation and/or previewing of new materials shall be given time during the day to accomplish these tasks. This time shall be determined by the Principal.
- I. Paraprofessionals shall be notified in writing of any change in their building assignment for the upcoming school year no later than August 15th. Every effort will be made to notify Paraprofessionals of their job schedule and duties.
- J. The District shall provide all paraprofessionals an area in which they may store instructional materials, clothing, and other personal articles in a location that can be locked.
- K. Inclement Weather**
1. If there is a delayed school opening, paraprofessionals will report to work based on the start of the paraprofessional workday. For example, for a two (2) hour delay, teachers will report to work two (2) hours later.
 2. If there is an early dismissal, paraprofessionals will be permitted to leave based on the end of the teacher day. For example, for a one (1) hour early dismissal, paraprofessionals will be permitted to leave one (1) hour early, except in the event an emergency arises. An

L. Inclement Weather Make-Up Days

1. On days when students are present, paraprofessionals will work an additional five (5) minutes per day.
2. Five (5) additional minutes per day is the equivalent of five (5) workdays.
3. If there are no inclement weather days, the school year for paraprofessionals will end five (5) days early. If there is one (1) inclement weather day, the school year for teachers and paraprofessionals will end four (4) days early, etc.
4. If there is a delayed school opening, paraprofessionals will report to work based on the length of the delay. For example, for a two (2) hour delay, paraprofessionals will report to work two (2) hours later.
5. If there is an early dismissal, paraprofessionals will be permitted to leave based on the length of the early dismissal. For example, for a one (1) hour early dismissal, paraprofessionals will be permitted to leave one (1) hour early.
6. In regard to state of emergency as issued by the Governor, The Indian River School District will apply for forgiveness and abide by the ruling of the State Board of Education in regard to school make-up days.
7. Any employee covered by the Paraprofessional Collective Bargaining Agreement who travels to more than one (1) school will follow his or her home school schedule. If there is no home school, the employee's supervisor will determine start and end times in collaboration with the employee.
8. Sick/personal leave shall be calculated in at least ¼ day increments to be calculated based on the normal 7.5-hour workday. (e.g., 1 day absent = 1 day leave time, ½ day absent = ½ day leave time, ¼ day absent = ¼ leave time).

ARTICLE XIV

EMPLOYEE DRESS

- A. The parties recognize the positive effect employees can have on students and in ensuring an environment conducive to learning and maintaining decorum in the classroom. We are in agreement with the following guidelines regarding the manner of dress and grooming for all employees covered under this agreement.
 - a. It is expected that employees will dress in a professional manner, business casual, consistent with his/her job duties and suitable for the task(s) being performed.
 - b. Employees will dress and groom in a manner which shows cleanliness, ensures safety, demonstrates respect for others and not likely to distract students or disrupt the educational process.

- c. Unless consistent with (a) above, employees shall not wear:
 - Beach style flip-flops
 - Blue Jeans
 - Sweatshirts/sweatpants (except for physical education teachers)
 - Athletic Wear
- d. On paydays and on a day preceding a holiday, casual dress that complies with (b) is acceptable in addition to any special days as designated by building administration.
- e. Should an administrator deem an employee under his/her supervision to be dressed inappropriately according to the above guidelines, the administrator will bring it to the attention of the employee individually, with all due privacy. Such a discussion shall not result in any discipline, unless the behavior persists.
- f. The employee may challenge the administrative decision in section e above through the Grievance Process according to Article III.

ARTICLE XV

FRINGE BENEFITS

- A. Except as provided otherwise by this Contract, employees shall be provided with the same fringe benefits as are provided to teachers in the District (e.g., dental insurance, Blood Bank, contributions to health insurance, life insurance, AD & D insurance, long-term disability insurance, athletic tickets, general liability, and professional liability).
- B. The District agrees to make available the State of Delaware Plan to eligible employees. All rules and regulations by the State of Delaware shall apply.
- C. Course Reimbursement
 - 1. \$50,000 shall be budgeted annually for undergraduate and graduate (excluding doctoral) course reimbursement of full-time Delaware Department of Education accredited Paraprofessionals. That is, the aggregate total for all classes combined shall be \$50,000 per year. In the event the 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 equal to the individual employee's reimbursable expenditure of all employees in the District multiplied by the District allocation.
 - 2. Reimbursement shall be at the rates charged by the institution or agency providing the coursework but in no case shall reimbursement exceed the rates charged to undergraduate and graduate students at the University of Delaware.
 - 3. Courses will be reimbursed twice per year as provided in the Delaware Code. The rate per credit allocated during the first half year will be compared with the rate allocated during the second half year. Any difference in the two half-year rates will be compensated after June 15th.

4. a. **All** courses for which reimbursement is requested must receive prior approval by the Director of Personnel. The course must relate directly to the betterment of the employee in his/her current or future Paraprofessional position within the Indian River School District. Reimbursement will be made for only those credit hours costs incurred for courses that have been completed and for which a “B” or better grade has been earned.
 - b. As part of a planned degree program, Paraprofessionals may take a maximum of three (3), three (3) credit courses during their employment with the District, which are not directly related to their job assignment.
5. Student Teaching Expense Plan (STEP)
 - a. Of the \$50,000 budgeted for course reimbursement, \$30,000 will be allocated for the STEP program.
 - b. Paraprofessionals must have completed three (3) years of IRSD paraprofessional service to apply. Service as a temporary employee shall count towards the three (3) years of service.
 - c. Application must be made to the Director of Personnel by June 1st for the following fall and spring semesters.
 - d. The IREA Paraprofessionals Vice-President and the Director of Personnel will conduct a lottery of all applicants to fill a maximum of ten (10) recipient positions.
 - e. If there are less than ten (10) applicants, the funds will be divided equally among those qualified (with a \$5,000.00 maximum distribution per recipient).
 - f. Allocation of funds shall comply with Article XV section D 3 above.
 - g. Any unused funds from the STEP will revert back to paraprofessional course reimbursement.
 - h. Any unused course reimbursement funds shall be applied to the STEP.
 6. The district shall be reimbursed by the paraprofessional if completion of the student teaching program is unsuccessful. Repurpose STEP and unused course reimbursement money not used to pay for para mentors.

ARTICLE XVI

SALARY

- A. The salaries of all paraprofessionals covered by this Agreement shall be the salaries as specified annually by Chapter 13, Title 14, Delaware Code plus the amounts set forth in Appendix A, which is attached hereto and made a part hereof. It shall represent a 0% increase for FY 24. All paraprofessionals covered by this Agreement shall be paid at a rate of 1/185 of the appropriate salary schedule for each day worked beyond 185 days annually.

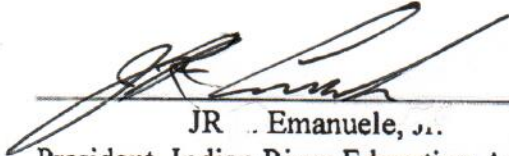
- B. An Associates Degree shall be equivalent to the HS+60 credits as a pay lane on the salary scale.
- C. For purposes of the salary schedules, credits shall be defined as semester credits or their equivalent. Thus, a credit earned from an institution using the quarter system shall be equal to 2/3 of a semester credit.
- D. Paraprofessionals assigned to do homebound instruction shall be paid at the maximum hourly rate authorized by the State. If a teacher cannot be found to do homebound instruction, the Paraprofessional shall be paid 100% of the maximum State hourly rate for teachers.

ARTICLE XVII

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its paraprofessionals, who are members, dues for the Indian River Education Association, The Delaware State Education Association, and the National Education Association. Such deductions shall be made in compliance with Delaware Code under rules established by the State Treasurer.

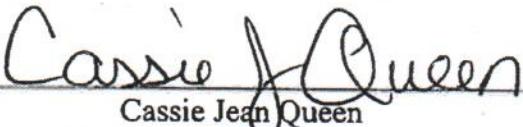
Indian River Education Association



JR Emanuele, Jr.
President, Indian River Education Association

10-5-23

Date Signed

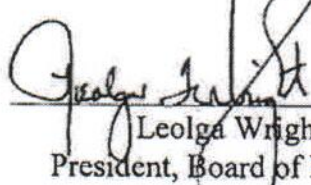


Cassie Jean Queen
Vice-President, Paraprofessionals

10-5-23

Date Signed

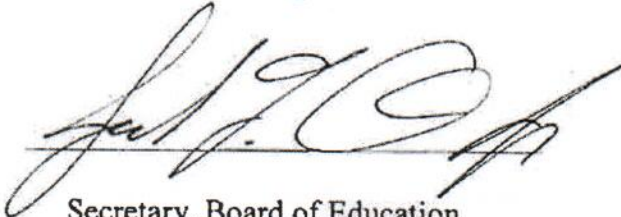
Indian River Board of Education



Leolga Wright
President, Board of Education

09/29/2023

Date Signed



Secretary, Board of Education

10-4-23

Date Signed