

CONTRACT
INDIAN RIVER BOARD OF EDUCATION
AND
INDIAN RIVER EDUCATION ASSOCIATION
TEACHERS UNIT

December 16, 2024 - JUNE 30, 2027

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PREAMBLE

This contract entered into this 16th day of December 2024 by and between the Board of Education of the Indian River School District, Selbyville, Delaware, hereinafter called the Board and the Indian River Education Association hereinafter called the Association.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare their mutual aim is to provide high-quality education for the students of the Indian River School District, and that the character of such education depends both upon the quality of the teaching services and administration, as well as a climate of mutual trust, cooperation, and understanding.

WHEREAS, the members of the teaching profession and the administration are qualified in the implementation of policies and programs designed to maintain educational standards of excellence by virtue of their training and experience can thus perform a valuable advisory function toward the development of certain policies and programs, and to improve those standards.

WHEREAS, NEGOTIATIONS BY THE BOARD with the Association are an obligation pursuant to Chapter 40, Title 14, Delaware Code, the Association being the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the Board and Association have reached certain understandings which they desire to confirm in this Contract, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all certified personnel in all matters relating to salaries, employee benefits, and working conditions, employed or to be employed by the Board, including, but not limited to:

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all certified personnel in all matters relating to salaries, employee benefits, and working conditions, employed or to be employed by the Board, including, but not limited to:

- Teachers
- Nurses
- School Counselors
- Mental Health Counselors
- Librarians
- Instructional Specialists and Interventionists
- Reading/Specialists/Consultants
- Psychologists
- Speech Language Pathologists
- Occupational Therapists
- Certified Occupational Therapy Assistants
- Physical Therapists
- Physical Therapist Assistants
- Educational Diagnosticians
- BCBAs
- Visiting Teachers
- Bilingual Community Liaisons
- Community Liaisons

but excluding:

- Superintendent
- Assistant Superintendent
- Administrative Assistant
- Directors
- Principals
- Assistant Principals
- Supervisors
- Clerical Staff
- Paraprofessionals
- Custodians
- Cafeteria Employees

Unless otherwise stated, the term, "teachers," when used hereinafter in this Contract, shall refer to all professional employees represented by the Association in the bargaining unit as stated above.

The Association recognizes the legal responsibility and authority of the Board to serve as the policymaking body for the district. The Board, therefore, maintains and exercises all powers, rights, authority, duties and responsibilities conferred upon and invested 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, organizational structure, curriculum, the preparation of budget, the determination of the district's financial policies and accounting procedures, the employment, the assignment, transfer, promotion, discipline or discharge for just cause of all district employees as specifically modified by this agreement.

ARTICLE II

AGREEMENT PROVISIONS

- A. This Contract is effective for the period December 16, 2024, through June 30, 2027. The salary provisions of this contract shall be effective July 1, 2024. 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. During returning teacher week, the District will provide information to employees on how to access the current collective bargaining agreement.
- 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.
- H. The Board Agrees to give teachers all raises granted by the State of Delaware for the duration of this Contract.

ARTICLE III

GRIEVANCE PROCEDURES

A. Definition:

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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. 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.

"Grievant" is the person, group of persons, or Association making the complaint.

"Day or days" shall mean, except where otherwise indicated, employee workdays. Thus, weekend or other non-workdays are excluded.

“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 teachers. Both parties agree that 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 or one of the grievants 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 rights 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.

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. 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 or 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 Association is not satisfied with the Level Three decision, or, if no decision was rendered within the specified time, the Association may, within ten (10) 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.
- a. 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, other duplication equipment, calculating machines, computers, printers, facsimile machines, 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. The Association President or his (or her) designee will be given ninety (90) minutes inclusive of lunch or sixty (60) minutes excluding lunch to speak at new teacher day.
- 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 non-instructional time 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 twenty (20) 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 Director of Human Resources 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. Efforts will be made to minimize instructional impact.
- M. The IREA President shall appoint a member of the IREA Ethnic Minority Affairs Committee (EMAC) 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. 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 (1) 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 teachers 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 teacher 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.

- E. When an employee is requested to participate in an interview or meeting to respond to allegations or questions, the responses to which may result in discipline or adversely affect employment, in a meeting, the employee shall, at least forty-eight (48) hours prior to the meeting, be informed of the purpose of the meeting, and if information obtained in the meeting may result in disciplinary action, of the employee's right to request Association 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. 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.

The member may request representation at any point during the meeting.

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 Delaware State Testing Program(s) 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 Human Resources under the following conditions:
1. No material, other than references received prior to employment by the district, shall be placed in a teacher's file unless the teacher is notified that such material has been or may be included in his/her files. The teacher shall be given the opportunity to read material other than references and affix his/her signature and comments thereon.
 2. Upon written request by a teacher, 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. A teacher 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 teacher's files.
 6. A representative of the Association shall at the teacher's request accompany the teacher during the review of his/her files.
 7. Upon a written request to the district, a teacher 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.
- J. Discipline
- When a student's behavior becomes intolerable or interferes with the learning of other students, the employee shall notify the office and direct the student to an area designated by the administrator. No employee's classroom shall be used as a place to send disruptive students for disciplinary reasons or as a holding area for unsupervised students unless mutually agreed upon. As per Title 14 of the Delaware Code, Section 701:
 - When a student is removed from a classroom or school-sponsored activity, the principal or the principal's designee and the removing teacher shall determine if and when a student may be readmitted to the classroom or school-sponsored activity. If the teacher and principal or principal's designee cannot agree, the Superintendent or the Superintendent's designee shall make the determination.
 - The employee shall provide the principal/designee with a verbal reason for the removal of the student at the time the student is sent to the principal/designee unless a written report is requested earlier by the administrator due to the severity of the offense. The employee shall provide a more complete report to the principal/designee by the end of the workday using the Student Discipline Referral Form. The principal/designee shall, in writing and within three (3) workdays, inform the employee as to what action was taken.

- The Student Discipline Referral Form shall also be used to report violations of the Code of Student Conduct. The principal/designee shall, in writing and within three (3) workdays, inform the employee as to what action was taken.

- K. 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. The District recognizes the need to plan for non-instructional time for teachers to complete tasks such as preparing student grades, progress reports, report cards, and developing, updating, maintenance of IEP files and other necessary documentation. These non-instructional days will be as follows:
 1. Beginning with the 2025-2026 school year, one (1) day or two (2) half (.5) days for classroom setup at the beginning of the year prior to the school's planned Open House. One (1) day or two (2) half (.5) days for classroom setup at the beginning of the year;
 2. Four days, one per marking period, to consist of one-half (.5) teacher workday and one-half (.5) grades and report card preparation day. No meetings shall be scheduled, and classroom work and job-related activities shall be determined by the individual employee. Teachers shall have the option to work remotely on these days.
 3. Two (2) teacher workdays to be designated on the calendar. Teachers shall have the option to work remotely on these days.
 4. Seven (7) professional development days per school year shall be included in the calendar. One (1) of the professional development days shall be devoted to completion of on-line trainings required by the State of Delaware, and teachers shall have the option to work remotely on this day designated by the District. The District may require teachers to report to the buildings on the remaining professional development days.
 5. One (1) day or two (2) half (.5) days for classroom take-down activities at the end of the school year.
 6. Speech language pathologists and school psychologists will receive one (1) day per marking period dedicated to job-related paperwork and documentation, on a date mutually agreed-upon by the employee and Special Education Director (or designee).

- L. The teacher has the right to be consulted when promotion or non-promotion of a student is considered by the Administration. Each school shall annually convene a Promotion and Retention Committee with teacher representation.

- M. The teacher shall be the primary professional responsible for determining grades. No grade shall be changed without prior consultation and agreement by the teacher except that such Agreement shall not be required where, after consultation; the

grade change is for the purpose of correcting computation errors in the calculation of the grade or is necessary to conform to Board policy.

- N. Teachers shall be notified of their contract and salary status for the ensuing school year no later than May 15 and shall be provided with an up-to-date Employment Data printout during the month of September.

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. Sabbatical Leave - Sabbatical Leave shall be granted by the district to those teachers who have achieved seven years of service in the state, five years of which must be in the Indian River School District, in the number of two (2) such leaves per school year. If more than two (2) apply for such a leave a committee of seven (7) members, four (4) from the Association and three (3) from the Administration will decide priority and award the sabbaticals, keeping in mind seniority and value to the district.
- D. All leaves of Absences shall be under the requirements as prescribed by the Delaware Code.
- E. 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.
- F. While on approved leaves of absence, an employee may continue fringe benefits programs by bearing full premium costs.
- G. An employee's rights to positions following return from an unpaid leave of absence shall be subject to the involuntary transfer (Article VI) and RIF (Article XIX) sections of the contract.
- H. 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.
- I. Teacher attendance at professional development days is a professional responsibility and necessary for best practice. Teachers are expected to attend any and all

professional development days. Personal days are discouraged on professional development days.

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 Professional Employee while acting in the discharge of his/her duties or while quelling a disturbance threatening injury to others as long as the Professional 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.

ARTICLE IX

DRUG FREE WORKPLACE POLICY

IREA and IRSD believe that our work environment must be drug free. Alcohol, illegal drugs, marijuana, or other drugs prescribed by a physician that impair an employee's performance that are taken in a dosage, amount, or frequency other than as prescribed to the employee have no place in the workplace. IRSD Board Policy outlines the expectations for a drug-free workplace. The current Board Policy is included in the Appendix of this agreement.

ARTICLE X

VACANCY, REASSIGNMENT, TRANSFER

A. Definitions

- 1. Vacancy: Any permanent absence of an employee, i.e. retirement, death, termination, or resignation shall constitute a vacancy.
- 2. Newly Created Position: is one caused by additional units or additional positions that are created to alleviate problems or to create and/or enhance programs.
- 3. Reassignment: is any movement between any existing positions in a building that requires no additional hiring of personnel to complete staffing.
- 4. Transfer: is any movement between buildings where a vacancy or newly created position exists.

5. **Qualified:** Candidate currently hold certification needed for the vacancy or existing position.

- B. The Board agrees to notify the Association when any administrative or supervisory vacancy or newly created position occurs and to provide the Association with the requirements for said position so that the Association may publicize the position throughout the District.

- C. Subject to paragraph E below, should a vacancy or newly created position occur the District shall notify all bargaining unit employees by posting internally in a conspicuous place that includes over the internet. The posting period shall be no less than five (5) working days unless the district determines that a shorter period is necessary. In circumstances where (5) five 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.

- D. The District shall email postings to all employees on the date postings are created.

- E. A teacher shall hold or be eligible for the required type of teacher certification valid for his/her regular work assignment as prescribed by the laws of the State of Delaware.

- F. Voluntary Transfers
 1. Teachers who desire a transfer to another building for the following school year shall make application through the district's online applicant management system. Each opening will be posted and sent via district email to all staff. The procedure for all voluntary transfers shall be as follows:
 - a) Interested and qualified employees, as defined by the Teacher's Collective Bargaining Agreement, shall apply for each position in which they are interested.
 - b) A list of all current employees who applies for each position shall be established in order of seniority. Those lists shall be made available to IREA, upon request.
 - c) The names of the three (3) most senior qualified, tenured employees shall be considered for the position for which he/she applied.
 - d) If none of the top three (3) most senior qualified, tenured employees accept the position, it shall continue to be offered to the next qualified, tenured employee, in seniority order, until the position is accepted/filled.
 - e) Employees shall have 24 hours to notify the District via email whether he/she will accept the position. The lack of an email response on the part of the employee, within the 24-hour period, shall be deemed a decline of the position by the employee. The position shall then be offered to the next qualified, tenured person on the seniority list.

- f) If the position is not accepted by any current qualified, tenured employee who applied, then external candidates will be considered.
 - g) Non-tenured employees are ineligible for transfers but may apply, and may be considered, with external candidates. Seniority shall not be a factor in the decision-making process for non-tenured employees.
 - h) If a current tenured employee applies for more than one position, he/she will be placed on the list in order of seniority for each of the positions for which an interest is expressed. Once the current employee accepts a transfer position, his/her name will remain on the list of candidates but be removed from consideration for any additional positions that become available.
 - i) Any employee who accepts a voluntary transfer shall not be reassigned for one succeeding school year unless there is change in enrollment or exigent circumstance which necessitates a staffing change. In that instance, a meeting shall be held with the employee and building administrator to explain the rationale for reassignment. The employee shall have the opportunity to bring IREA representation to the meeting. If the parties disagree with the rationale for the reassignment, the employee may utilize the grievance process.
2. Applicants must submit an application online during the posting period. If a vacancy or newly created position occurs, after September 1 of the current school year, all employees shall be given preference over non-district candidates, all qualifications being essentially equal. If a current employee is awarded the position, he/she will assume the position immediately unless to do so would be disruptive of the instructional program, in which case, a temporary employee may fill the position until the transfer is made at the earliest natural break in the school year, but, in no event later than the start of the next school year.
 3. Under normal circumstances the Director of Personnel shall notify each teacher of the disposition of his/her request in writing within ten (10) workdays after school board action on the position.
 4. In the determination of requests for voluntary reassignment and/or transfer the tenured teachers' requests shall be considered prior to the requests of non-tenured teachers. The wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied without a written explanation, if requested.

H. Involuntary Transfers

1. No employee shall be involuntarily transferred unless all posting, application, and transfer procedures as set forth in Article X have been exhausted and no qualified applicants have come forward. Notice of involuntary transfer shall be given to the teacher as soon as possible, in

writing, no later than June 1st, except in cases of emergency. In the event that the teacher objects to the involuntary transfer, the teacher may pursue his/her complaint as outlined in Article III Grievance Procedure, in this Contract.

2. When an involuntary transfer is necessary, the least senior employee in the area of certification within the building from which the transfer will be made, who is properly certified for the position to which the transfer will be made, shall be transferred.

I. Involuntary Reassignment

In the event that an involuntary reassignment has been made for the forthcoming year after June 1st, or in the event that the teacher objects to the reassignment, the teacher may pursue his/her complaint as outlined in Article III Grievance Procedure, in this Contract. No teacher shall be moved out of an area where he/she holds full certification and involuntarily transferred to a position that requires emergency certification and/or additional coursework.

- J. The order of filling vacancies or newly created positions shall be: bumping rights of displaced employees governed by Article XX; rights to available positions of employees involuntarily transferred; voluntary transfer requests; rights to available positions of employees on recall lists pursuant to Article XX.

- K. The District will make every effort to increase the hiring of minorities in professional positions.

L. Student Population Shifts

Once the board officially designates a building to be closed/opened, only the staffs of the affected building(s) will be placed on one staff list in seniority order, for the purpose of determining transfer rights.

If the student population of a building or a designated grade level is to be split between two or more feeder patterns or two or more buildings, the staff of the affected building or grade level will be asked to select either building (or buildings).

If the number requesting a particular building is greater than the units available, the most senior employees from among those affected who desire a move shall be granted their request based upon the number of available positions.

Once the Board officially designates a grade level in one building to be relocated to another building, the parties agree to the concept that “teachers follow students”.

ARTICLE XI

TEACHER WORK YEAR

The in-school work year for teachers employed on a ten (10) month basis shall not exceed the number of workdays established by State Law. All new personnel may be required to attend two (2) additional days of orientation within a one-year period without remuneration. New personnel will be defined as any individual who has not held a teaching contract within the district prior to the 1st day of March of the preceding school year.

Nurses shall be paid for additional days in the summer as follows: two additional days for Nurses at Phillip Showell, Southern Delaware School of Arts, the Early Learning Center, and three additional days at the remaining schools with the exception of Howard T. Ennis where nurses are twelve-month employees.

The District shall notify all bargaining unit employees of any summer school vacancies via District email. The posting period shall be no less than five (5) working days unless the District determines that a shorter period is necessary. In circumstances where (5) five working days cannot be provided, the District agrees to an absolute minimum of three (3) working days.

ARTICLE XII

TEACHER SCHEDULES

- A. Currently employed teachers shall be given written notice of their schedules for the forthcoming year as soon as possible but no later than July 31. A schedule shall be defined as grade/course assignments. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than thirty (30) calendar days preceding the commencement of the school year except under extenuating circumstances.
- B. Upon employment, any employee hired under the DOSS umbrella will be notified in writing that their work location can change at the discretion of the district/DOSS.

ARTICLE XIII

TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignment the necessary time to meet their responsibilities.
- B. Unless otherwise required by state law, the regular teacher workday shall not exceed seven (7) hours and thirty-five (35) minutes inclusive of lunch. Five (5) minutes of the seven (7) hour and thirty-five minute (35) teacher workday shall equate to five (5) inclement weather days.

If any or all of the five (5) inclement weather days are not utilized for inclement weather-related school closures, the equivalent amount of school day(s) shall be deducted from the end of the school year for teachers.

For example, if the last teacher day is June 15th of a given year and only 2 inclement weather days are utilized due to school closures, the last day for teachers would be June 12th.

Unless otherwise required by state law, no teacher shall be required to report to work prior to 7:15 a.m. or to remain after 4:00 p.m. as part of the normal teacher workday.

- C. If it becomes necessary for an employee to be absent for any reason, he/she shall notify designated personnel no less than one (1) hour prior to required arrival time.
- D. Non-Instructional Individual Planning Time
 - 1. Teachers shall receive a daily individual planning time consisting of forty-five (45) consecutive minutes daily during the student day. This planning time shall be used at the teacher's discretion for lesson preparation, grading papers, maintaining student records or other activities related to the responsibilities of teaching.
 - 2. No meetings shall be scheduled during a teacher's daily individual planning time without the voluntary consent of the teacher. In the event a teacher's planning is changed from the regularly scheduled time to accommodate for meetings, the teacher will receive two full workdays' notice. In no instance will teachers be required to arrange their own coverage for meetings they are asked to attend.
 - 3. No teacher shall lose his or her daily individual planning time except in case of extreme emergency.
 - 4. No teacher will be requested to substitute for another teacher at any time, except in cases of extreme emergency, and without the voluntary consent of the teacher.

- a. Any teacher who voluntarily forgoes their contractual individual planning and prep time to provide coverage for another teacher's class shall be compensated at the current hourly rate set by the Board. (full planning = full hourly Board approved rate; half planning = half the hourly Board approved rate)
 - b. Teachers may be assigned to cover classes during any additional unassigned time without additional compensation.
 - c. Specialists (Eds, guidance counselors, etc.) whose contractual planning time may vary from day to day are eligible to receive the stipend if providing coverage causes loss of their contractual individual planning time.
 - d. Each school will have a volunteer sign-up process whereby volunteers are assigned coverage on a rotational basis.
5. Other non-instructional time during the normal 7.5 hour working day, excluding the daily individual planning time, may be directed by the administration. These activities may include but are not limited to the following: group planning, student/teacher conferences, parent/teacher conferences, teacher/teacher conferences, teacher/principal conferences, grade level/department meetings, IEP meetings, Response to Intervention meetings, and PLC meetings.
- E. Teachers may leave the building during their Non-Instructional Time upon administration approval.
 - F. No teacher shall be required to attend IEP meetings during daily individual planning time or after the end of the workday. If a teacher attends a DOSS pre-approved IEP meeting after the teacher workday, that teacher shall be paid his or her current hourly rate.
 - G. Teachers shall not be required to be present when specialist teachers of art, physical education and music are working with their pupils.
 - H. Where a departmentalized schedule is used, the principal shall make every reasonable effort to limit the number of an employee's teaching preparations per day to three (3). Preparations shall be defined as courses that have significantly differing curriculum maps.
 - I. The teacher's day shall include a duty-free lunch period of at least thirty (30) minutes when the cafeteria is open. During lunch, the teacher may if he/she wishes, leave the school premises, upon written notification by the departing teacher to the school office.
 - J. Teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending one (1) annual open house event per school year. The open house will be limited to (60) sixty minutes in duration.

Teachers may be required to report before (schools that start 8:15 a.m. or later) or remain after the end of the regular workday for the purpose of attending staff, department, or Professional Learning Community, or Professional Development meetings one (1) day per month. This meeting will be limited to sixty (60) minutes in duration. 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. No additional assignments/work will be required of teachers after the conclusion of the forty (40) minute meetings. When an optional second meeting is scheduled, employees will be given seven (7) days' notice and an agenda will be provided at least two (2) days before the scheduled meeting. The optional bimonthly second meeting may begin rotation in October.

- K. All meetings, which require attendance, will not normally be called on Fridays nor on any day immediately preceding any holiday, nor other day upon which teacher attendance is not required at school.
- L. All meetings, except emergency meetings, shall be announced no later than two (2) days prior to the meeting.
- M. Meetings that include the attendance of bargaining unit members shall not be scheduled or held on the same day as the regularly scheduled monthly meetings of the IREA. The IREA meetings shall be established and communicated to the district no later than July 1 of the subsequent school year.
- N. For homebound/alternative facility students absent from school for longer than two (2) weeks, homebound/alternative facility instructors shall create and grade assignments for these students. Report cards will show the teacher of record but will note via the comment section the students are on homebound. Every effort will be made for a homebound student with an IEP to be serviced by a homebound instructor with a special education certification.
- O. Teachers are responsible for the instruction of students and will prepare lesson plans as an essential part of their teaching responsibilities. Lesson plans shall meet the requirements of the current Delaware Teacher Evaluation System and the District approved instructional framework. At a minimum, the framework will include instructional goals, learning activities, curriculum or standards alignment, and student assessment of learning. The format and organization of lesson plans are best determined by the individual teacher.
- P. The District shall conduct an annual survey for parents and educators seeking input on Parent Teacher Conference availability. The District shall seek input from the Association on the survey design and shall share the survey results with the Association for discussion concerning future Parent Teacher Conference scheduling.
- Q. It is critical for all teachers to participate in all professional development.

During returning teacher week, the District shall notify employees that the District will provide substitutes at designated times throughout the year to teachers with a special education caseload, for IEP meetings, IEP caseload work, data entry and planning. The teacher's request for substitute coverage shall be made to the building principal and the Director of Special Education (or District designee).

In addition, teachers assigned a special education caseload shall be able to utilize two (2) ½ day professional development days for IEP caseload work, data entry, and planning, to be scheduled by the District in the second and third marking periods.

- R. The Board and the Association agree that Special Education caseloads are based on a variety of factors and are an important part of an effective educational program. If within a school there is an issue among special education teachers regarding caseload equity, the teacher can request a meeting with the administrator and an IREA representative and attempt to resolve the concern.

With the exception of dually, certified elementary SAM teachers, special education teachers/case managers shall not have IEP caseloads that exceed that exceed eighteen (18) students. For purposes of this article, "caseload" refers to the writing of IEPs, as well as the management of IEPs (data collection, data analysis, providing services/interventions outlined in the IEP, family communication, and meeting attendance).

Dually certified, elementary SAM teachers who also serve as case managers shall not have an IEP caseload that exceeds eight (8) students.

When a case manager goes on extended leave (continuous FMLA, Paid Parental Leave, USERRA, disability, or similar to these), the following protocols will be followed to cover the caseloads:

- A special education float teacher or a substitute with special education certification takes on the caseload, or portion of, for the case manager on leave.
- In the event a special education float teacher or a substitute with special education certification is not available, the caseload will be divided in an equitable manner, with consideration being given to the goals and needs of the students on the caseload being distributed, among other case managers whereby:
 - The distribution of caseloads will not result in a case manager exceeding the eighteen (18) caseload limit.
 - When possible, the distribution of the caseloads will not result in a case manager being assigned more than two (2) additional students.

This article does not apply to members of the bargaining unit who are special education coordinators and student service specialists (psychologists, speech, hearing, OT, educational diagnosticians, etc.).

- S. IRSD recognizes the importance of a collaborative relationship with IREA. Therefore, IRSD will provide opportunities for IREA to provide input when circumstances (e.g., community health related, disaster, etc.) necessitate any changes to the full in-person learning environment, including but not limited to calendar changes, working conditions, and grading.
- T. Inclement Weather
1. If there is a delayed school opening, teachers will report to work based on the start of the teacher 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, teachers will be permitted to leave based on the end of the teacher day. For example, for a one (1) hour early dismissal, teachers will be permitted to leave one (1) hour early, except in the event an emergency arises. An emergency is defined by the Superintendent or his/her designee.
 3. Any employee covered under the Teacher Collective Bargaining Agreement who travels to more than one school will follow his or her home school schedule. If there is no home school, the employee's supervisor will determine the start and end times in collaboration with the employee.
 4. On professional development days or other days when students are not in buildings, the District or building administrator may determine the start and end times, as long as they fall within the hours of 7:30 a.m. and 3:45 p.m. and they do not exceed a total of 450 minutes. If there is a change in the start and end times, the change will be communicated to affected staff no less than seven (7) calendar days in advance.
 5. Sick/personal leave shall be calculated in at least day increments to be calculated based on a normal 7.5-hour workday. (e.g., 1 day leave = 1 day; ½ day leave = ½ day, ¼ day leave = ¼ day)
- U. The District shall allow K-5 classroom teachers one (1) grade level PLCs per month for individual planning and data collection, input, and analysis.

ARTICLE XIV

TWELVE MONTH TEACHERS/SPECIALISTS

- A. The number of workdays for any professional employee (teacher/specialist) who is working on a 12-month contract shall be two-hundred sixty (260). The

District shall pay 100% of any salary and benefits above what is allowed by State Code for 12-month professional employees, with federal and/or local monies.

- B. Unless otherwise required by State Law:
 - a. The regular workday during the 10-month student school year shall not exceed 7.5 hours inclusive of lunch.
 - b. No 12-month employee shall be required to report to work prior to 7:15 a.m. or to remain after 4:00 p.m. as a part of the regular workday.
- C. Any 12-month teacher or specialist will be subject to the same requirements for before or after school meetings, conferences, and open houses as the 10-month teachers. During the 11th and 12th months of the year, those employees may be required to attend additional meetings during the workday, exclusive of daily planning and lunch.
- D. All 12-month teacher or specialist shall be entitled to twelve (12) days per year to be used for the purposes of sick leave. Five (5) of those 12 days may be taken for personal reasons. Sick leave may be used in ¼ day increments.
- E. Any 12-month teacher or specialist who is terminating his/her employment may use or shall be paid for any unused vacation time at the per diem rate at the time of separation.
- F. All 12-month teachers or specialists are entitled to the following annual leave:
 - 1. Employees with less than four years' service shall accumulate annual leave at the rate of 1 ¼ days for each month of service.
 - 2. Employees who have completed four years' service shall accumulate annual leave at the rate of 1 ¾ days for each month of service.
- G. Annual leave days are scheduled upon approval of the immediate supervisor.
- H. Upon leaving District service via resignation, employees shall be paid by the District for accrued vacation days per State Code.

Upon leaving the District for the purpose of retirement, employees shall be paid by the District for accrued vacation days. In addition, retirees will receive the State share of a portion of sick days as granted in State Code.
- I. Personnel who receive vacation may carry over a maximum of forty-two (42) days as provided by Delaware Law. The date for carry-over of vacation leave is July 1 of each year. Therefore, anyone who has accrued more than forty-two (42) days as of July 1 will lose the days in excess of forty-two (42).
- J. Vacation leave may be used in ¼ day increments.

- K. The following days are holidays with pay for 12-month teachers and specialists: Any day designated by law (Title 1, Chapter 501), proclaimed by the Governor or approved by the Superintendent.

If a holiday occurs while an employee is on vacation, s/he shall receive an additional day of vacation.

- L. For school delays and closings due to inclement weather, twelve-month (12) teachers and specialists will report on the same delay schedule as ten-month (10) professional employees.

- M. Speech language pathologists and school psychologists will receive one (1) day per marking period dedicated to job-related paperwork and documentation, on a date mutually agreed-upon by the employee and Special Education Director (or designee).

- N. Hours/Day of Work

During the regular 10-month student school year, 12-month teachers and specialists will work within the same hours as 10-month teachers and specialists

At all other times, when the regular 10-month student school year is not in session, 12-month teachers and specialists may, with the approval of their supervisor, meet his/her individual needs within the 37.5-hour work week.

- O. Summer Work Days/Hours

If the District decides to reduce the number of work days in the week during the summer months when the regular student school year is not in session the following guidelines shall be in effect:

1. A four (4) day work week (not to exceed 37 ½ hours) with a work day that runs within the timeframe of three (3) 10-hour days from 7:00 a.m. to 5:00 p.m. (Monday-Wednesday) and one (1) 7.5-hour day from 7:15 a.m. to 2:45 (Thursday), and three (3) consecutive days off, Friday, Saturday and Sunday. The employee may, with supervisor approval, begin or end his/her workday outside of the stated timeframes.
2. If a 12-month teacher or specialist chooses to take a day of leave on Monday, Tuesday or Wednesday during the four (4) day work week, the employee would be charged 1.25 vacation, personal or sick day. If a 12-month teacher or specialist chooses to take a day of leave during the four (4) day work week on Thursday, the employee would be charged 1.00 vacation, personal or sick day. Should an employee receive supervisor approval to begin or end his/her workday outside of the stated timeframes in #1 above, adjustments will be made to leave amounts utilized.

3. If a 12-month teacher or specialist chooses to work a 7.5-hour work day, inclusive of lunch, during the four (4) day work week, the employee would be charged .25 vacation, personal or sick day.

ARTICLE XV

CLASS SIZE

- A. The Board and the Association agree that the pupil/teacher ratio is an important part of an effective educational program and is directly related to the volume of the teacher's work and that certain limits on class size represent desired objectives.
- B. Efficient class size is related to:
 1. The capacity of the teaching facilities.
 2. The appropriateness of the room to the content of the course or purpose to be served, methods to be employed, and the relative preparation of the teacher.
 3. The availability of books, supplies and equipment for adequate teacher and student use.
 4. The general conditions which affect the health, safety and effective supervision of the pupils and likewise the morale of the teachers.
 5. In classes which operate power equipment, class size shall not exceed Twenty-five (25) students without additional adult supervision (for safety reasons).
- C. The Board shall make all reasonable attempts to establish acceptable class size limits based upon teacher/pupil funding ratios of the State of Delaware.
- D. If within a school there is an issue among teachers regarding efficient pupil/teacher ratios, the teacher is encouraged to notify the building principal in writing. The principal will meet with the teacher and an IREA representative within five (5) days to address the situation and attempt to resolve the concern.

ARTICLE XVI

INSTRUCTIONAL PLANNING

The Board of Education agrees to continue its practice of representative involvement of teachers in curriculum planning and in the formulation, and spending of departmental budget.

ARTICLE XVII

NON-TEACHING DUTIES

The Board and the Association agree that a teacher's primary responsibility is to render professional service, and to the extent possible, the teacher's time should be utilized to this end.

ARTICLE XVIII

TEACHER EVALUATION

- A. The District shall follow the applicable state-mandated evaluation procedure and Professional Employees shall be observed and evaluated pursuant to those mandated procedures.

The District and Association, by Agreement, may supplement the procedure mandated by the State approved evaluation system, and/or participate in State approved pilot or alternate systems of evaluation.

- B. It is understood by the parties that any challenge or grievance will be conducted in accordance with current practices outlined in the most recent version of the applicable state-mandated evaluation procedure and/or the collective bargaining agreement.
- C. Any evaluation conducted of a teacher or specialist shall be done so by a credentialed supervisor who has received specific training under the applicable state-mandated evaluation procedure. In the cases where pilot or alternate systems of evaluation are used, evaluations will be conducted by a credentialed supervisor who has received specific training under that pilot or alternate system.
- D. All monitoring or observation of the work performance of a teacher shall be conducted openly. The use of any mechanical devices including video and audio recorders shall be by the consent of the teacher.

- E. The administration shall provide assistance and make recommendations to rectify professional difficulties which may lead to employees receiving substandard evaluations and which may result in dismissal.
- F. Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance, and no documents and/or other material shall be placed in the personnel file of such teacher after severance.
- G. Violations of the processes and procedures set forth in this Article shall be subject to the grievance procedure of this Agreement. However, the substance and/or content of any evaluation shall not be subject to the grievance procedure.

ARTICLE XIX

TEACHER FACILITIES

- A. Each School in the district shall have the following facilities (provided space is available):
 - 1. A storage cabinet, filing cabinet, or closet in each classroom in which teachers may store instructional materials, supplies, clothing or personal articles, and this cabinet shall be able to be locked.
 - 2. Each teacher shall be provided with a desk (if requested), adequate equipment and supplies for same, to aid in the preparation of instructional materials. Teachers shall have access to copy machines, computers and printers within the building.
 - 3. An appropriately furnished room reserved for the use of teachers as a faculty lounge.
 - 4. A separate dining area for the use of teachers, where possible. In the event such an area is not available, the IREA rep and administration shall meet to find a suitable location.
 - 5. Parking facilities for teacher use. Employees will have assigned parking that is separate from student parking areas
 - 6. Chalkboard and/or whiteboard and bulletin board space in every classroom; chalkboards and erasers to be cleaned regularly by custodial personnel, if used.
 - 7. Books, appropriate to the instructional level of the pupil, supplies, and other such material as required in daily teaching responsibility.

- B. Upon the request of a building's teachers, vending machines may be installed in the teachers' lounge, workroom and/or teacher's lunchroom. The proceeds from all such machines shall be properly audited, placed in the faculty fund, and used at the discretion of the faculty.
- C. Teachers may be granted access to necessary work areas when school is closed on request to the principal. No duplicate keys shall be made for personal use.

ARTICLE XX

FAIR DISMISSAL PROCEDURE

- A. The Board agrees that no teacher in the employ of the Indian River School District will be dismissed for arbitrary or capricious reasons.
- B. All teachers will be guaranteed the full constitutional protection of due process.

ARTICLE XXI

REDUCTION IN FORCE (RIF)

- A. Definitions
 - 1. Reduction in force (RIF) - A reduction in the number of positions in the IREA bargaining unit or of a component thereof, necessitated by decreased enrollment or a decrease in education services.
 - 2. Displaced employee - An employee in the bargaining unit whose position is eliminated but who, if tenured, may be entitled to bumping rights.
 - 3. Lay off - The termination of an employee's employment due to RIF.
 - 4. Seniority – Seniority shall be calculated as the length of most recent continuous service as a teacher in the District. In the event of a tie, the following tie breakers shall apply in the following order: (1) length of continuous service in the District, (2) total length of service in the District, (3) total length of service in Delaware public schools, (4) total length of all teaching service, (5) lottery. Board approved leaves of absence, including but not limited to sabbatical, education, military, parental/child care/maternity, and family medical leaves, shall not sever employment status. During the term of an approved leave of absence seniority shall not be earned but will resume upon return. Part-time employees will be given

proportional seniority credit equal to the fractional part of the year they taught.

5. Bump - A process whereby a displaced, tenured employee elects to take a position held by another employee in which the displaced employee has accrued seniority greater than that of the other employee.

B. Process and Rights

1. The district will identify the number of positions by area of certification in each building that will be reduced in force.
2. All non-tenured teachers in the identified area of certification in each building shall be dismissed first.
3. In each of the identified areas of certification in each building, the least senior tenured teacher will be rified and shall be a displaced employee.
4. The displaced, tenured teacher's first option is to bump into any position held by a non-tenured teacher for which they are certified.

After the first option, the displaced, tenured employee must transfer or be re-assigned into any vacancy for which they are certified.

If no such vacancy exists, the displaced, tenured teacher may bump a less senior employee in an area in which he/she is certified.

5. A tenured employee who is bumped shall be considered a displaced employee with the same rights as the original, displaced employee.
- C. When reduction in force is necessary, non-tenured teachers will be dismissed prior to a tenured teacher. The District will determine at its discretion the order of layoff of non-tenured teachers and non-tenured teachers shall have no bumping rights. Non-tenured teachers shall have recall rights as set forth in paragraphs "F" and "G."
- D. Teachers on leave of absence shall be eligible for dismissal due to RIF.
- E. Dismissals due to RIF will be preceded by two (2) weeks notice or as required by law, whichever is longer.
- F. Teachers dismissed due to RIF will be placed on a recall list for two (2) years, after which they shall have no recall rights.
- G. Teachers on the recall list will be re-employed in vacancies in which they hold certifications, in reverse order of their dismissal date.
- H. Teachers on the recall list will be eligible for employment as per diem substitutes and shall be given preference for long term substitute teacher vacancies in their area of certification.

- I. The only contractual benefit accorded teachers on the recall list will be that specified in this article.
- J. When a vacancy occurs in the teacher's area of certification, the appropriate teachers on the recall list will be notified by certified mail. Failure to accept the offer within ten (10) days of the postmark date shall result in removal from the recall list. It shall be the responsibility of teachers on the recall list to inform the personnel office in writing of changes in address.
- K. Upon return to employment from the recall list, teachers will have their accumulated benefits reinstated and will be placed on the appropriate salary position.
- L. The District shall provide a seniority list to the Association President annually.
- M. The District shall annually provide a list of all employees in seniority order. This list shall be provided to the IREA President and IREA building reps by December 1st. Employees who wish to appeal their placement on this list must do so in writing to the Director of Personnel, or his/her designee before January 1st. A final list shall be published by January 31st. 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 XXII

EMPLOYEE DRESS

The parties agree 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. It is further agreed that should an employee wear inappropriate attire, they shall be so advised by the administrator. Such discussion shall not be reflected in evaluations nor result in any discipline, unless the behavior persists, at which time a meeting will take place between the employee, the administrator, the Director of Human Resources, and an Association Representative of the employee's choice.

ARTICLE XXIII

FRINGE BENEFITS

A. Disability Insurance

The Board shall continue to provide the Long-Term Disability Insurance Plan initiated under the Agreement negotiated in effect July 1971, which becomes effective after a 90-day waiting period to age 65.

B. Life Insurance

The Board shall continue to provide the Life Insurance Plan initiated November 19, 1971. The Board shall continue to pay full cost.

C. Comprehensive General Liability Insurance

The Board shall continue to provide up to \$500,000 combined single limit for Bodily Injury and Property Damage per occurrence as carried by the district. Corporal Punishment claims are to be covered in excess of any personal liability now carried by an employee.

D. Professional Liability Policy

The Board shall continue to provide up to \$1,000,000 coverage for wrongful acts, omissions, neglect or breach of duty.

E. Blood Bank

The Board will continue to pay cost of membership in the Delaware Blood Bank for each employee, if so desired.

F. For required attendance at approved educational meetings and conferences, except state inservice days, and other than those held within the geographical boundaries of the Indian River School District, the Board will reimburse or provide the following with administrative approval:

1. Travel - The District will follow the State of Delaware Budget and Accounting Manual guidelines for lodging, meals, etc.
2. Days taken for the above shall not be charged to personal or sick leave.

G. Professional Development and Educational Improvement

The Indian River Board of Education will reimburse teachers for college courses taken and satisfactorily completed. The following procedures shall apply to this section.

Beginning with the 2022-2023 school year and each year thereafter, the annual budget for course reimbursement shall increase from one hundred thousand dollars (\$100,000) to two-hundred, fifty thousand dollars (\$250,000). 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. In the event that the district's 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 reimbursement expenditure of all employees in the district multiplied by the district allocation. Upon verification of the achievement of National Board Certification, the employee will be eligible for a pro rata portion from the course reimbursement fund up to the amount of a 3 credit graduate course at the University of Delaware rate. State reimbursement funds will be allocated according to appropriate requirements.

The rate per credit from State monies allocated during the first half year will be compared with the rate allocated during the second half year. (Each "half year" is defined by Delaware Code).

Any difference in the two State half year rates will be compensated after June 15 with local tuition funding for all employees qualifying for reimbursement.

1. Credits subsidized by any other agency are not eligible for reimbursement under the provisions of this program.
2. All courses including National Board Certification for which reimbursement is to be requested must receive prior approval by the Superintendent or his/her designee.
3. Approvable courses shall be those which are a part of a planned program toward an advanced degree as established by a college or those which will directly enrich or result in improvement of the particular teacher's classroom performance.
4. Eligibility for participation in this program is limited to those teachers who are under current contract to the Indian River School District at the time of reimbursement.

- 5. Reimbursement will be made for only those credit hour costs incurred for courses that have been “completed” and for which a “B” or better grade (3.0 for NBC) has been earned.
- H. Each teacher shall use his/her employee identification card or be provided free of charge a non-transferable pass for him/herself to for entrance into all district-sponsored athletic events.
- I. The District shall set aside \$15,000 annually for the reimbursement of mandatory professional licensure fees for related services employees (OTs/COTAs; PTs/PTAs; Speech Language Pathologists; Nurses, Counselors).

ARTICLE XXIV

SALARIES

- A. Nurses shall receive a local supplement at the appropriate level on the Local Salary Supplement Schedule for Teachers and Nurses.
- B. Teachers who work in excess of the state-required school year will be compensated at the teacher’s rate per diem hourly rate.
- C. Effective July 1, 2024 the salary scale attached hereto in the appendices shall be effective.

FY 25 – 0%

FY 26 - If a current expense increase takes effect as the result of the passage of an operating referendum in fiscal 2025, there shall be a compensation only reopener. In furtherance of such an operating referendum, the District shall seek sufficient funds to support teacher salary increases at a minimum of 3% as a component of the requested current expense increase (which component need not be identified separately on a ballot or notice of special election). If sufficient funds are approved by the voters, there shall be a minimum 3% teacher salary increase in fiscal 2026 and each successive year of the contract. Subject to the foregoing, and for fiscal 2026 only, there shall also be a \$1,000 flat off scale payment to all teachers who were employed as of September 1, 2024, and October 1, 2025, payable in November 2025. The parties agree that if there is not a successful operating referendum supporting teacher compensation in fiscal 2025, the District and Association will open negotiations for compensation only.

FY 27 - If a current expense increase takes effect or has previously taken effect as the result of the passage of an operating referendum in fiscal 2025 or fiscal 2026 there shall be a compensation only reopener(unless mutually agreed upon during a salary reopener in FY 25 or FY 26). In furtherance of such an operating referendum, the District shall seek sufficient funds to support teacher salary increases at a

minimum of 3% as a component of the requested current expense increase (which component need not be identified separately on a ballot or notice of special election). If sufficient funds are approved by the voters, there shall be a minimum 3% teacher salary increase in fiscal 2027. The parties agree that if there is not a successful operating referendum supporting teacher compensation in fiscal 2026, the District and Association will open negotiations for compensation only.

- D. Employees performing homebound teaching shall be paid 100% of the maximum hourly rate established annually by the State of Delaware.
- E. When a payroll error is discovered that has resulted in a reduction in pay for an employee, the employee shall be paid in full from the date of the initial error. In the case of an error that has resulted in an overpayment for an employee, the employee is expected to make restitution to the State and the district. In each case, repayment will be setup on a schedule as mutually agreed upon between the district and the employee. This schedule will not extend past one (1) calendar year.
- F. Beginning with FY25, the District will create and maintain a separate line item in each annual budget for projected salary increases and longevity stipends.

G. Longevity Stipends

For a fiscal year where a current expense increase takes effect as the result of the passage of an operating referendum the prior fiscal year, the longevity supplement payable to professional employees for continuous service in the Indian River School District shall be as follows:

- 15 continuous years of service - \$1500
- 20 continuous years of service - \$2000
- 25 continuous years of service - \$2500
- 30 continuous years of service - \$3000
- 35 continuous years of service - \$3500
- 40 continuous years of service - \$4000
- 45 continuous years of service - \$4500
- 50 continuous years of service - \$5000

The longevity stipend will be paid at the completion of the specified year above. These shall not be paid in any other years.

ARTICLE XXV

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers, 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 Law and under rules established by the State Treasurer.

Contract Ratification Signature Page

INDIAN RIVER EDUCATION ASSOCIATION

By (signed)

JR Emanuele

President, Association

Date:

By (signed)

Blair Catlin Brown

Vice-President, Association Unit

Date:

INDIAN RIVER BOARD OF EDUCATION

By (signed)

Leolga T. Wright

President, Board of Education

Date: 12/16/2024

By (signed)

Dr. Jack Owens

Secretary, Board of Education

Date: