

CONTRACT

THE INDIAN RIVER BOARD OF EDUCATION

AND

**THE INDIAN RIVER EDUCATION ASSOCIATION
PARAPROFESSIONALS UNIT**

January 16, 2025 - June 30, 2027

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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 January 16, 2025 through June 30, 2027. The salary provisions of this contract shall be effective upon the passage of a referendum. 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 regarding 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 administration 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.
- 2. "Grievant" is the person, group of persons, or Association making the complaint.
- 3. "Day or days" shall mean, except where otherwise indicated, employee work days. Thus, weekend or other non-work days 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 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.
14. Terminations shall be subject to the Grievance provisions of the agreement beginning at Level Three. Terminations 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. 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 (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.
- 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 (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 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 Assessment Violations.
- Situations that may compromise student safety.

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

- E. 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 a 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's, 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
- F. 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.
- G. 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.
- H. 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 E 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) work days, 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 work day.
- 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. Paraeducators will not be required to administer medications. Any paraeducator that volunteers to administer medication will be properly trained. In such a case, a qualified medical person shall be brought on the scene as soon as possible, and the paraeducator 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

- A. Paraprofessionals shall be subject to current Drug-Free Workplace Policy as officially adopted by the Indian River Board of Education.

ARTICLE X

EVALUATION

- A. Each paraprofessional shall be evaluated in writing by his/her administrator at least once per school year. Paraprofessionals in their first and second year will be evaluated by the end of the second marking period. 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 work day.

It will be the administrator's responsibility to complete and sign the evaluation.

- B. Evaluation and judging of an employee's performance shall be for, but not limited to, the following purposes:
1. To provide an opportunity for the employee to know if the work is Acceptable and, if not, to be advised regarding what needs improvement.
 2. To establish a procedure whereby employee training needs may be identified.
 3. To promote open exchange of ideas, concerns, and improvement of quality; and
 4. To provide information for making judgments about employee assignments and continued employment.

Evaluation of an employee's performance shall be continuous and shall include time in which the administrator observes the employee on the job. Items that reflect negatively on the employee's performance must be made known to the employee in writing with an acknowledged receipt or a witnessed refusal-to-sign receipt. An individual improvement plan may be developed. Such a plan must contain reasonable time lines, with an end date, for the employee to demonstrate improvements. The plan should be cooperatively set, the plan will be determined by the administrator. The employee may bring an Association representative to a meeting at which a formal improvement plan is established or developed.

Employees shall be given a copy of any written evaluation report at least one day

prior to any conference held to discuss it. Employees must sign each evaluation report as an acknowledgment of receipt and indication that it has been read by the employee.

An employee who chooses to respond to the evaluation must do so in writing within ten (10) days of receipt of the evaluation. The response shall be attached to the evaluation report and filed in the employee's personnel record.

Sound administrative practice dictates that observation of an employee's less than satisfactory work performance be made known to the employee as soon as possible. Observation of work performance shall be conducted openly, and formal observation sessions shall be with full knowledge of the employee. Records of all other observations of the employee's work performance which is to be made part of the personnel file shall be made known to the employee.

It is the expectation that when evaluating a paraeducator the evaluator will observe the paraeducator in an instructional or supportive setting.

- 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 IRSD.
 - 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 leaves 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 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 1-on-1 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, reductions 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 skill sets as determined unique, with input from IREA. ELC paraprofessionals are required to have 6 months of early childhood experience (Pre-K-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 5 years.

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 (10) ten 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 posting period for each job the paraeducator is interested in. If the paraprofessional fails to apply for the job posting, the paraprofessional will not be considered for the transfer There will be no transfers after August 15th.

Paraprofessionals may only transfer once during a twelve (12) month period.

2. The vacancy shall be determined by a selection from the top (3) three 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. 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 1st 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 work day inclusive of a 30 minute, duty-free, paid lunch. Due to state-mandated bus routes, the start time and end time of the paraprofessional work day may be adjusted. Such adjustments shall not have the paraprofessional's day begin before 7:00 a.m. nor end after 4:30 p.m. 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. Notwithstanding Article XIII.B.1 above, Paraprofessionals may be required to attend up to one (1) meeting or professional development session per month after regular working hours without pay 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.

4. Paraprofessionals shall be required to attend one (1) Open House per year and the 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.

5. 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 online 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 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 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 for more than two (2) hours or more the time substituting will be compensated by adding \$10.00 per hour to the paraeducator's normal hourly rate.
- 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 5 consecutive workdays (1 workweek) will be paid a daily stipend of \$100 in addition to their current salary.
1. It is not in the spirit of the Agreement for Paraprofessionals to be placed in Acting Teacher positions on a rotation to avoid the consecutive 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 paraprofessionals whose ongoing duties and responsibilities reflect the requirements of a teacher including acting as the primary teacher in the 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 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 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 possible 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 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. Paraprofessional schedules shall afford time to meet with the teacher to review duties if requested by both the teacher and paraprofessional.
- G. Employees shall be entitled to a duty-free work break with pay of fifteen (15) minutes duration during each half of their work day (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 work 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 schedules 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** – 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.

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 emergency is defined by the Superintendent or his/her designee.

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) work days.
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 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 1-hour early dismissal, paraprofessionals will be permitted to leave work 1-hour early.
6. In regard to a 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 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 $\frac{1}{4}$ day increments to be calculated based on the normal 7.5-hour work day. (e.g. 1 day absent = 1 day leave time, $\frac{1}{2}$ day absent = $\frac{1}{2}$ day leave time, $\frac{1}{4}$ day absent = $\frac{1}{4}$ day leave time).

- M. **IEP Coverage** - When the professional staff member is scheduled to attend an IEP planning or IEP meetings the District shall make every effort to provide substitute coverage.
- N. **While Working in a Classroom Setting** – The paras responsibilities and day-to-day assignments are directed by the teacher in the classroom. While working with a subset of students in the classroom, the para can enhance student learning using scripted pre-designed and/or pre-planned materials in which they were trained. Each lesson should not exceed the full instructional block. Student progress will be reviewed by teachers and/or coaches. Absence of the professional staff member in such instances shall be for purposes of providing alternative instruction. Such arrangements shall be made with consideration of the behavioral, physical, medical, and educational needs of the student(s). Paraeducators shall be given prior notice of such arrangements, detailed plans for the instructional program, and shall know the location of a professional to call upon in an emergency.
- O. **Paraeducator Responsibilities in Community Situations** - Paraeducators may supervise students in community settings without a professional staff member present for the purpose of reinforcing skills previously taught by professional staff members. Such supervision shall not involve more than three ambulatory or one non-ambulatory student. The administration and site based team shall evaluate students on a case by case basis and develop a safety plan.
- P. **Paraeducator Responsibilities as Job Monitors and Observers** - Generally, initial job training of students who are in workplace settings is done by professionals. Once students have been trained, the paraeducator monitors student performance, collects data as appropriate, and consults with professionals as needed. The number of students monitored is based on the types of students, job setting, and complexities of the job(s). Teachers are expected to visit the job sites once per quarter.
1. **Responsibilities at the job site**
 - ★ Assisting and encouraging students with Task Completion (may include modeling tasks, assisting with motivation)
 - ★ Data collection
 - ★ Monitoring transportation to/from job sites.
 - ★ Communication with employers, as needed.
 - ★ Communicating any issues/concerns on the job sites with teachers/administrators
 2. **Lunch**
 - ★ Can be after returning from job sites for those who are out in the community.
 - ★ Paraeducators who have the school as a job site (or who are back by lunch) can have lunch during regularly scheduled times.
 - ★ Collaboration between paras, teachers, and administrator to ensure lunches are covered when needed

3. **Breaks**
 - ★ Two 15-minute breaks - to occur either before they leave OR after they return from job sites.
 - ★ Collaboration between paras, teachers, and administrators to provide breaks to paras while appropriately meeting student needs.
4. **Communication in Emergencies**
 - ★ If it is more of a small issue, they call the admin. (as outlined in the building guidelines)
 - ★ If it is a true emergency, call 911. Then call the principal on his/her cell phone immediately.
 - ★ If he/she doesn't answer, call the school and the secretary will direct to another administrator/support staff member.
5. **Professional Observation of Students/Paras in the Workplace**
 - ★ Principal may observe paraeducator performance on job sites. Any evidence collected may go into their formal observation file.
6. **Paraeducator/Student Supervisory Ratios**
 - ★ Ratios will be determined based upon student need. If a paraeducator has a safety concern with the supervisory assignment, he or she can discuss the matter with the team.
7. **Handling of student money**
 - ★ Envelopes exist in the main office where students deposit their money for safekeeping.
 - ★ When possible, students will be responsible for holding their own money. Paras assist them with transactions, if needed. The students will keep their receipts, to share with their families/guardians.
 - ★ If students are unable to be responsible for their own money, paraprofessionals or teachers will hold the money. A receipt will be given to the student/family/guardian to account for all spending.

Q. **Paraeducator Responsibilities on Field Trips** – Paraeducators may be assigned to accompany students with whom they work who are going on field trips with regular education classes. In those cases, the professional staff member in charge of the trip or class shall assume primary professional responsibility for the student(s). Planning for the trip should take into consideration the special needs and characteristics of the student(s) involved.

R. **Paraeducator Responsibilities for Individualized IEP Support** - One paraeducator does not necessarily bear the sole responsibility for a student who requires individualized IEP support. The method of serving the student is based upon his/her needs. When working in a classroom with other paraeducators, all are to share the general workload. If a student served primarily by a single paraeducator is absent, the administrator or designee shall assign the paraeducator to other duties within the classroom or building.

S. **Paraeducator Responsibilities during Lunch** - Should paraeducators be required to provide general coverage for lunchtime for professional staff, continued formal

class instruction shall not be required. If student lunchtime is used for instruction, paraeducators shall work along with other staff members as in any instructional setting. Paraeducators shall normally be responsible only for those students under their direct supervision, as assigned by the administration, during meal and recess periods.

- T. **Paraeducator Responsibilities Related to the Howard T. Ennis Pool** – Paraeducators assigned to Howard T. Ennis shall be expected to participate in the pool program with students as scheduled. All paraeducators required to participate in the pool activities can either purchase their own suit or the district will provide one. Paraeducators shall be trained in pool safety, use of equipment, and working with students properly while in the pool. Short-term medical conditions which preclude pool participation may be accommodated.
- U. In all cases where appropriate, newly hired or reassigned paraeducators shall be provided training by an appropriate person in the proper use of specialized equipment, processes, and procedures used to meet student needs. This includes equipment related to transportation, where applicable.
- V. Any paraeducator assigned to the room with students with individualized IEP Support shall be given the opportunity to meet with the educational diagnostician, case manager, and/or teacher prior to starting the assignment to discuss the needs of the student with whom he/she is assigned to work.
- W. Paraeducators cannot be required to provide homebound instruction.
- X. As part of the instructional team, paraeducators should have the same access to student information as other professionals who work with the student. All information should be kept confidential in accordance with HIPAA and FERPA laws.
- Y. No paraeducator shall be required to provide assistance with personal hygiene to a student unless another adult is in direct line of sight

ARTICLE XIV

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, that 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 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 promulgated 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 divided by the total 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 the 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 15.
 - 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 hour 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, three credit courses during their employment with the District which are not directly related to their

job assignment.

5. 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
6. The District and IREA will implement and maintain a Paraprofessional mentoring Program. Of the \$50,000 budgeted for course reimbursement \$20,000 will be allocated for the Paraprofessional mentoring program. The stipend for a lead mentor will be \$750 and \$350 for a mentor.

ARTICLE XVI

SALARY

Financial Agreements: The following is contingent on the passage of a referendum. If a referendum does not pass the parties will reenter into negotiations for compensation only reopener. If the referendum does pass the parties will also reenter into compensation negotiations for a compensation reopener with the following being the starting point.

FY 25 – 0%

FY 26 – If there is a passage of a referendum there will be a minimum of an increase of \$600 on each cell of the salary scale. There will also be a one-time bonus paid to paraprofessionals as follows. If you were employed from September 1, 2023, to October 1, 2025, you will receive \$1600. If you were employed from September 1, 2024 to October 1, 2025, you will receive \$1000. These bonuses will be paid in November 2025.

FY 27 – If there is a passage of a referendum there will be a minimum increase of \$600 on each cell of the salary scale.

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 paraprofessionals for continuous service in the Indian River School District shall be as follows:

05 continuous years of service	- \$500
10 continuous years of service	- \$1000
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.

- A. An Associate's Degree shall be equivalent to the HS+ 60 credits as a pay lane on the salary schedule.
- B. 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.
- C. 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.

Contract Ratification Signature Page

INDIAN RIVER EDUCATION ASSOCIATION

By (signed) _____

JR Emanuele

President, Association

Date: 5/19/25

By (signed) _____

Cassie Queen

Vice-President, Paraprofessional Unit

Date: 5/19/25

INDIAN RIVER BOARD OF EDUCATION

By (signed) _____

Leolga T. Wright

President, Board of Education

Date: 5/19/25

By (signed) _____

Dr. Jack Owens

Secretary, Board of Education

Date: 5/19/25