

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

July 25, 2022 - JUNE 30, 2024

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PREAMBLE

This contract entered into this 25th day of July 2022 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:

Teachers
Nurses
Guidance Counselors
Librarians
Reading Specialists/ Consultants
Psychologists
Speech and Hearing Specialists
Visiting Teacher
Project Village Coordinator
Bilingual Community Liaison

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 July 25, 2022 through June 30, 2024. The salary provisions of this contract shall be effective July 1, 2022. However, its conditions shall be effective from the day following its signing by the parties and thereafter until a successor contract is negotiated, ratified, and signed. No grievances shall be valid which allege violations of any terms of this contract which were altered from the predecessor contract, prior to the signing date of this contract.
- B. The parties agree to enter into collective bargaining for a successor Contract in accordance with applicable provisions of Delaware Code, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than April 1 of the calendar year in which this contract expires. Any Contract so negotiated and adopted by the Board and by the Association shall be reduced to writing and signed by the Board and the Association.
- C. Upon mutual, written consent of the parties, amendments to this contract may be negotiated by the parties during the term of this contract. Any changes so negotiated shall not become effective unless and until ratified by the parties. In the event of such mid-term negotiations, all provisions of this contract shall remain in full force and effect until such time as changes to this contract, if any, are ratified by the parties.
- D. If any provision of this Contract or any application of this Contract to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid but all other provisions or application shall continue in full force or effect.
- E. The waiver of any breach or condition of this contract by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- F. Copies of this Contract shall be available on the District's website for all employees. The District agrees to provide printed copies for newly hired employees at the expense of the Board after agreement with the Association and signatures are affixed. A copy of said Contract shall be presented to all newly hired employees on or before the new employee's start date.

- G. Whenever any notice is required to be given by either of the parties to this Contract to the other, pursuant to the provisions of this Contract, either party shall do so by certified letter at the following addresses:
1. If by the Association, to the Board of Education, Indian River School District, 31 Hosier Street, Selbyville, Delaware 19975.
 2. If by the Board, to the Association at the home address of the Association's President.
- 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. **Definitions**

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 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. 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 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.

If an employee is required to appear before a building level administrator 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 twenty-four (24) hours prior to the meeting, be given a written notice and specific reasons for the meeting. 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 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 Personnel 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. 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.
- 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

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

1. Definitions:

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

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

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

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

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

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

DISCIPLINARY PROCEDURES:

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

STATEMENT OF PURPOSE:

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

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

ASSISTANCE IN OVERCOMING ALCOHOL OR DRUG

ABUSE FOR EMPLOYEES WHO VOLUNTARILY SEEK HELP:

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

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

Employees with alcohol or drug abuse problems may request the confidential assistance of the Assistant Superintendent. Employees may seek help without the approval of their

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

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

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

PROHIBITIONS:

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

REASONABLE SUSPICION:

1. With the exception of bus drivers who are engaged in a safety sensitive activity, an employee will be tested only if two administrators agree that there is reasonable suspicion to believe the employee is under the influence of alcohol or an illegal drug and/or illegal substance in the workplace, or if there is reasonable suspicion to believe the employee used alcohol or an illegal Drug in the workplace. In the case of bus drivers, such employees may be tested in accordance with the applicable State Board regulations. This includes the requirement a bus driver who has been suspended due to a positive test for alcohol or drugs must submit to a test prior to returning to work, and the bus driver shall not return to work unless such a test is negative.
2. A determination there is reasonable suspicion to believe an employee is "under the influence" shall be based upon objective factors including, but not limited to, the

following: odor of alcohol on the employee's breath, slurred speech, unsteady or erratic movements.

3. In order to have a written record of reasonable suspicion that an employee is "under the influence", one of the administrators who determines there is reasonable suspicion to believe an employee is "under the influence" shall, within one workday of the time the employee is tested for alcohol and/or Drugs, prepare a written report listing the objective factors supporting the reasonable suspicion.
4. Administrative staff shall be trained in the identification of signs and symptoms of intoxication and substance abuse, and procedures for documentation and maintaining confidentiality prior to their involvement in the implementation of the testing procedures.

TESTING:

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

1. The employee will be asked, with due regard for privacy, to submit a blood and/or urine specimen at a local collection site for alcohol and drug testing. The Assistant Superintendent or his /her designee will accompany the employee to the local collection site.
2. If the employee is taking a Prescription Drug, the employee shall disclose that fact and the laboratory will follow its established procedure for verifying the authenticity of the prescription.
3. With regard to alcohol, a positive test result shall be alcohol concentration of .02, or more. Alcohol concentration of .02, or more, means alcohol in a sample of an employee's blood equivalent to .02, or more, grams of alcohol per hundred milliliters of blood; or an amount of alcohol in a sample of an employee's breath (measured by a breathalyzer test) equivalent to .02 or more grams per two hundred ten liters of breath.
4. With regard to Drugs, discipline will be imposed if a National Institute on Drug Abuse certified laboratory confirms an initially positive test result by gas chromatography/mass spectrometry (GC/MS) using the following cutoff levels for its confirmation test:

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

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

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

CONSEQUENCES OF A POSITIVE TEST:

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

Violation

Discipline

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> 1. Positive test for drugs | <p>Appropriate discipline which may include termination, but at a minimum suspension without pay for up to 90 workdays, and participation in a substance abuse program.</p> |
| <ol style="list-style-type: none"> 2. If the results of an employee's test for drugs are not a complete negative, but fall below the threshold for discipline, a record of those results shall be placed in the employee's file for a period of two years only. The employee would have the right to attach to those results a description of the circumstances surrounding the | <ul style="list-style-type: none"> • If the results of the second test are negative, no further action would occur and the original results would be removed from the employee's file at the end of the original two years. • If the results of the second test were as the first test (not a complete negative but below the threshold), the employee would be subject to mandatory evaluation |

results of that test. If the employee were to come under reasonable suspicion and be tested again during that two year period, the following would apply:

and completion of an education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.

- If the results of the second test were positive (above the threshold), and depending on the circumstances surrounding both tests, the first test results would be considered in deciding the discipline for the positive test.

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

**Employees or applicants who have a validly issued medical marijuana card and test positive for marijuana will not be considered to have violated this policy simply by nature of the presence of marijuana in the test sample. The former sentence notwithstanding, if the District can establish that the employee was under the influence of marijuana in the workplace, or possessed or transferred marijuana in the workplace, the employee shall be subject to discipline.*

Violation

Blood Alcohol Concentration (BAC) equal to .02

Discipline

FIRST OFFENSE

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

SECOND OFFENSE

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

THIRD OFFENSE

Employee is suspended a minimum of 90 workdays without pay with the possibility of termination. If not terminated, the employee

must also complete education program and/or treatment if recommended by an agency approved by the State of Delaware, Department of Public Safety, Office of Highway Safety.

BAC greater than .02, but less than .08

FIRST OFFENSE

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

SECOND OFFENSE

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

THIRD OFFENSE

Termination

BAC greater than or equal to .08

FIRST OFFENSE

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

SECOND OFFENSE

Termination

Refusal to submit to the testing procedure

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

REFUSAL TO SIGN THE CONSENT FORM AND SUBMIT TO THE TESTING:

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

BREATH TESTING PROCEDURES:

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

BLOOD TESTING PROCEDURES:

1. Only authorized personnel at the local collection site shall conduct blood testing. Collection site personnel will draw 5 to 7 milliliters of blood from the individual into a tamper-proof vacutainer bag.
2. Both collection site personnel and the employee shall keep the specimen in view at all times prior to its being sealed and labeled. The employee shall observe the sealing process.
3. Collection site personnel shall place securely on the side of the vacutainer bag an identification label which includes the date, the specimen number and the employee's name. The employee shall observe the application of this label and shall then initial the label as certification it is the specimen the employee provided. Collection site personnel shall note any unusual behavior on the chain of custody form.
4. The employee shall then sign the chain of custody form, which states the date, collection site, the names of the collection site personnel, and the employee's name and specimen number, and which verifies the blood specimen has been in the employee's view continuously from the time of collection until he or she initialed the label.
5. The Assistant Superintendent or his/her designee who accompanied the employee to the local collection site shall call a friend, relative or taxi to take the employee home.

URINE SPECIMEN COLLECTION PROCEDURES:

1. Collection site personnel shall direct the individual to remove any unnecessary outer garments, such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the urine specimen. Collection site personnel will further direct the individual to put aside all personal belongings, such as a purse or briefcase. The individual may retain his or her wallet.

2. In order to deter adulteration of the urine specimen by substances concealed in the individual's hands or under the individual's fingernails, collection site personnel shall instruct the individual to wash his or her hands prior to urination. After washing hands, the individual shall remain in the presence of collection site personnel and shall not have access to purses or briefcases or to water fountains, faucets, soap dispensers, cleaning agents or any other materials which could be used to adulterate the specimen. Collection site personnel shall note any unusual behavior on the chain of custody form.
3. The individual may provide the urine specimen in the privacy of a stall or otherwise partitioned area assuring privacy. If there is a toilet in such an area, toilet bluing agents shall be placed in the toilet tank so the reservoir of water in the toilet bowl always remains blue. Collection site personnel shall note any unusual behavior on the chain of custody form.
4. Upon receiving the specimen from the individual, collection site personnel shall determine it contains at least 60 milliliters of urine. If the specimen does not contain at least 60 milliliters of urine, collection site personnel should provide the individual with 8 ounces of fluid every 30 minutes until urination occurs.
5. Immediately after the specimen is collected, collection site personnel shall inspect the specimen to determine its color, temperature and any signs of contamination. Collection site personnel should note any unusual findings on the chain of custody form. Collection site personnel shall forward all specimens to the laboratory for testing even if the specimen may be adulterated.
6. Both collection site personnel and the individual shall keep the specimen in view at all times prior to its being sealed and labeled. If collection site personnel transfer the specimen to a second bottle, the individual shall observe the transfer of the specimen.
7. Collection site personnel shall place a tamperproof seal over the bottle cap and down the sides of the bottle. The individual shall observe this sealing process.
8. Collection site personnel shall place securely on the side of the bottle an identification label which contains the date, the specimen number and the individual's name. The individual shall observe the application of this label and shall then initial the label as certification that it is the unadulterated specimen the employee provided.
9. The individual shall then sign the chain of custody form, which states the date, collection site, the names of the collection site personnel, and the individual's name and specimen number, and which verifies the urine specimen was in the individual's view continuously from the time of collection until the employee initialed the label affixed to the bottle. The form shall also verify that the identified specimen is the unadulterated specimen.

CHAIN OF CUSTODY AND SHIPMENT OF URINE OR BLOOD SPECIMEN:

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

TESTING STANDARDS:

- Security and Chain of Custody. An approved laboratory will maintain strict security at its facilities and rigorously follow proper chain of custody procedures. The laboratory will fully satisfy every security and chain of custody requirement of NIDA's Mandatory Guidelines for Federal Workplace Drug Testing Programs.
- Blood Test and Breath Test. A positive result shall be blood alcohol concentration of .02% or greater which constitutes a violation of GBCB Staff Conduct Drug and Alcohol-Free Workplace.
- Initial Test (Urine). The laboratory will use an immunoassay which has been approved for commercial use by the U.S. Food and Drug Administration.
- Confirmatory Test (Urine). The laboratory will confirm all initially positive tests results of urine specimens by gas chromatography/mass spectrometry (GC/MS).
- If the Department of Transportation changes its Drug Testing Procedures by adding drugs or classes of drugs, these Procedures shall be modified to and such drugs or classes of drugs, including the initial test levels and confirmatory test levels adopted by the Department of Transportation.

- **Reporting Results.** The laboratory will report all test results. As to urine tests, the laboratory will report as positive only those specimens confirmed positive by GC/MS. The laboratory will report the results only in writing and will report only to the Assistant Superintendent. The laboratory will transmit to the Assistant Superintendent a copy of the Toxicology Chain of Custody form and Consent form for all positive test results. The District shall provide copies of such documents to the employee.
- **Record Retention.** Unless otherwise notified, the laboratory will retain all records pertaining to a given specimen for one year in the case of negative results, and for three years in the case of positive results.
- **Storage.** The laboratory will store all specimens for at least one year and longer whenever requested.

MISCELLANEOUS PROVISIONS:

Right to a Representative

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

Providing the Urine Specimen

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

Accuracy of Test Results

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

Chain of Custody

The District takes exceptional precaution to assure the integrity of each specimen. To ensure an individual's specimen is not accidentally confused with another's, collection site personnel follow a rigorous chain of custody procedure. Individuals providing specimens have a vital role to play in the chain of custody procedures. They must keep their specimen

in view at all times until it is sealed and labeled. Each individual then initials the label on his or her specimen.

Confidentiality

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

ARTICLE X

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 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.

D. The District shall provide the IREA President a copy of all postings in a timely manner. Failure to supply this copy shall not invalidate the posting.

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 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.

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.

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. 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. All effort will be made to hold faculty and departmental meetings on Monday throughout the district.
- 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.
- 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. The district will provide substitutes at designated times throughout the year to teachers with a special education case load, for IEP meetings, IEP caseload work, data entry and planning. 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. 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.

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. Three (3) of those 12 days may be taken for personal reasons. Sick leave may be used in $\frac{1}{4}$ 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 in the Indian River School District shall accumulate annual leave at the rate of $1\frac{1}{4}$ days for each month of service.
 2. Employees who have completed four years' service in the Indian River School District shall accumulate annual leave at the rate of $1\frac{3}{4}$ days for each month of service.
 3. While vacation days are earned per month, the annual allotment shall be credited on July 1, 2022 and July 1, 2023 for those related services staff at Howard T. Ennis who transfer from 10-month to 12-month positions. This will only apply to those employees who are existing 10-month Ennis related services staff who accept 12-month positions as of July 1, 2022. This provision will cease on June 30, 2024. Monthly accrual will begin for these specified related services specialists as of July 1, 2024.
- 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 $\frac{1}{4}$ 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. 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.

N. 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 7:00 a.m. to 5:00 p.m. on Monday, Tuesday, and Wednesday and 7:00 a.m. to 4:30 p.m. on Thursday and three (3) consecutive days off, Friday, Saturday and Sunday. The employee may, with supervisor approval, begin or end his/her work day outside of the stated timeframes.
2. If a 12-month teacher or specialist chooses to take a day of leave during the four (4) day work week, the employee would be charged 1.25 vacation, personal or sick day.
3. If a 12-month teacher or specialist chooses to work a 7.5-hour work day, exclusive 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.

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.
 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

1. The parties recognize the positive effect employees can have on students and in ensuring an environment conducive to learning and maintaining decorum in the classroom. We are in agreement with the following guidelines regarding the manner of dress and grooming for all employees covered under this agreement:
 - a. It is expected that employees will dress in a professional manner, business casual, consistent with his/her job duties and suitable for the task being performed.
 - b. Employees will dress and groom in a manner which shows cleanliness, ensures safety, demonstrates respect for others and not likely to distract students or disrupt the educational process.
 - c. Unless consistent with (a) above, employees shall not wear:
 - Beach style flip flops
 - Blue Jeans
 - Sweatshirts/sweatpants (except for physical education teachers)
 - Athletic Wear
 - d. On paydays and on a day preceding a holiday, casual dress that complies with (b) is acceptable in addition to any special days as designated by building administration.
2. Should an administrator deem an employee under his/her supervision to be dressed inappropriately according to the above guidelines, the administrator will bring it to the attention of the employee individually, with all due privacy. Such a discussion shall not result in any discipline, unless the behavior persists.
3. The employee may challenge the administrative decision in paragraph #2 above through the Grievance Process according to Article III.

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, 2022 the salary scale attached hereto in the appendices shall be effective.

2022-2023: 3% (Retroactive to July 1, 2022 for 12-month teachers/specialists)

2023-2024: 3%

- 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.

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) 

Linda Hockman

Vice-President, Association Unit

Date:

INDIAN RIVER BOARD OF EDUCATION

By (signed) 

Rodney Layfield

President, Board of Education

Date:

By (signed) 

Dr. Jack Owens

Secretary, Board of Education

Date:



Indian River School District
Teacher Salary Scale
Fiscal Year 2023

2% State Increase; \$500 State Bonus

STEP	NO DEGREE			BACHELORS			BACHELORS + 6			BACHELORS + 12			BACHELORS + 15		
	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL
1	29,591	11,174	40,765	30,769	17,237	48,006	30,769	17,237	48,006	30,769	17,237	48,006	31,947	17,480	49,427
2	29,883	11,658	41,541	31,065	17,724	48,789	31,065	17,724	48,789	31,065	17,724	48,789	32,244	17,966	50,210
3	30,149	12,143	42,292	31,359	18,208	49,567	31,359	18,208	49,567	31,359	18,208	49,567	32,537	18,451	50,988
4	31,211	12,629	43,840	32,389	18,208	50,597	32,389	18,208	50,597	32,389	18,208	50,597	33,568	18,939	52,507
5	32,096	13,114	45,210	33,187	18,208	51,395	33,187	18,208	51,395	33,187	18,208	51,395	34,248	19,421	53,669
6	33,187	13,598	46,785	34,248	18,208	52,456	34,248	18,208	52,456	34,248	18,208	52,456	35,339	19,906	55,245
7	34,248	14,084	48,332	35,339	18,208	53,547	35,339	18,208	53,547	35,339	18,208	53,547	36,400	20,393	56,793
8	35,339	14,569	49,908	36,400	18,208	54,608	36,400	18,208	54,608	36,400	18,208	54,608	37,461	20,877	58,338
9	36,400	15,057	51,457	37,461	18,208	55,669	37,461	18,208	55,669	37,461	18,208	55,669	38,552	21,362	59,914
10	37,461	15,057	52,518	38,552	18,208	56,760	38,552	18,208	56,760	38,552	18,208	56,760	39,613	21,848	61,461
11	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	40,674	22,333	63,007
12	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	41,765	22,818	64,583
13	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,302	66,188
14	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
15	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
16	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
17	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
18	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
19	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
20	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
21	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
22	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
23	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
24	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
25	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
26	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
27	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
28	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
29	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
30	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
31	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
32	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
33	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
34	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675
35	38,552	15,057	53,609	39,613	18,208	57,884	39,613	18,208	57,884	39,613	18,208	57,884	42,886	23,789	66,675

FOOTNOTE DISCLOSURES:

- (1) Employees as identified in Title 14, Delaware Code, Chapter 13, Section 1305
- (2) Salary Schedules are based upon 7.5 hours per day, and 188 days per year.
- (3) The shaded columns were eliminated as of July 1, 1993. They are represented here for those teachers grandfathered into them. No further advancement can be made into those columns by any teachers.
- (4) Local Salary Increase 3% for FY23

Effective Date:
 Pending Board Approval



Indian River School District
Teacher Salary Scale
Fiscal Year 2023

2% State Increase; \$500 State Bonus

STEP	BACHELORS + 18		BACHELORS +24		BACHELORS +30		BACHELORS +45		MASTERS	
	STATE	LOCAL	STATE	LOCAL	STATE	LOCAL	STATE	LOCAL	STATE	LOCAL
1	31,947	17,724	31,947	17,724	33,127	18,208	33,127	19,179	52,306	34,895
2	32,244	18,206	32,244	18,206	33,423	18,692	33,423	19,665	53,088	35,191
3	32,537	18,692	32,537	18,692	33,716	19,179	33,716	20,149	53,865	35,484
4	33,568	19,179	33,568	19,179	34,750	19,665	34,750	20,634	55,384	36,518
5	34,248	19,665	34,248	19,665	35,339	20,149	35,339	21,119	56,458	36,929
6	35,339	20,149	35,339	20,149	36,400	20,634	36,400	21,607	58,007	37,990
7	36,400	20,634	36,400	20,634	37,461	21,119	37,461	22,090	59,551	39,081
8	37,461	21,119	37,461	21,119	38,552	21,607	38,552	22,575	61,127	40,142
9	38,552	21,607	38,552	21,607	39,613	22,090	39,613	23,061	62,674	42,826
10	39,613	22,090	39,613	22,090	40,674	22,575	40,674	23,547	64,221	43,887
11	40,674	22,575	40,674	22,575	41,765	23,061	41,765	24,031	65,796	44,975
12	41,765	23,061	41,765	23,061	42,826	23,547	42,826	24,516	67,342	46,039
13	42,826	23,547	42,826	23,547	43,887	24,031	43,887	25,002	68,889	47,127
14	42,886	24,031	42,886	24,031	44,975	24,516	44,975	25,487	70,462	48,187
15	42,886	24,031	42,886	24,031	46,090	25,002	46,090	25,970	72,060	49,252
16	42,886	24,031	42,886	24,031	46,090	25,487	46,090	26,457	73,518	50,340
17	42,886	24,031	42,886	24,031	46,090	25,970	46,090	26,943	75,033	50,340
18	42,886	24,031	42,886	24,031	46,090	26,457	46,090	27,428	76,518	50,340
19	42,886	24,031	42,886	24,031	46,090	26,943	46,090	27,911	78,001	50,340
20	42,886	24,031	42,886	24,031	46,090	27,428	46,090	28,398	79,488	50,340
21	42,886	24,031	42,886	24,031	46,090	27,911	46,090	28,884	80,974	50,340
22	42,886	24,031	42,886	24,031	46,090	28,398	46,090	29,368	82,462	50,340
23	42,886	24,031	42,886	24,031	46,090	28,884	46,090	29,853	83,953	50,340
24	42,886	24,031	42,886	24,031	46,090	29,368	46,090	30,339	85,449	50,340
25	42,886	24,031	42,886	24,031	46,090	29,853	46,090	30,825	86,945	50,340
26	42,886	24,031	42,886	24,031	46,090	30,339	46,090	31,310	88,441	50,340
27	42,886	24,031	42,886	24,031	46,090	30,825	46,090	31,794	89,937	50,340
28	42,886	24,031	42,886	24,031	46,090	31,310	46,090	32,279	91,433	50,340
29	42,886	24,031	42,886	24,031	46,090	31,794	46,090	32,765	92,929	50,340
30	42,886	24,031	42,886	24,031	46,090	32,279	46,090	33,250	94,425	50,340
31	42,886	24,031	42,886	24,031	46,090	32,765	46,090	33,738	95,921	50,340
32	42,886	24,031	42,886	24,031	46,090	33,250	46,090	34,221	97,417	50,340
33	42,886	24,031	42,886	24,031	46,090	33,738	46,090	34,705	98,913	50,340
34	42,886	24,031	42,886	24,031	46,090	34,221	46,090	35,192	100,409	50,340
35	42,886	24,031	42,886	24,031	46,090	34,705	46,090	35,679	101,905	50,340

FOOTNOTE DISCLOSURES:

- (1) Employees as identified in Title 14, Delaware Code, Chapter 13, Section 1305
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- (4) Local Salary Increase 3% for FY23

Effective Date:

Pending Board Approval



Indian River School District
Teacher Salary Scale
Fiscal Year 2023

2% State Increase; \$500 State Bonus

STEP	MASTERS + 15		MASTERS +30		MASTERS +45		MASTERS +60		DOCTORATE	
	STATE	LOCAL	STATE	LOCAL	STATE	LOCAL	STATE	LOCAL	STATE	LOCAL
1	36,074	21,119	37,252	23,547	38,434	25,970	38,434	28,398	39,613	29,429
2	36,370	21,607	37,548	24,031	38,727	26,457	38,727	28,884	39,906	29,913
3	36,662	22,090	37,842	24,516	39,023	26,943	39,023	29,368	40,202	30,399
4	37,696	22,575	38,875	25,002	40,054	27,428	40,054	29,853	41,233	30,825
5	37,990	23,061	39,316	25,487	40,495	27,911	40,495	30,339	41,674	31,310
6	39,081	23,547	40,142	25,970	41,233	28,398	41,233	30,825	42,294	31,794
7	40,142	24,031	41,233	26,457	42,294	28,884	42,294	31,310	43,355	32,279
8	41,233	24,516	42,294	26,943	43,355	29,368	43,355	31,794	44,446	32,765
9	43,887	25,002	44,975	27,428	46,039	29,853	46,039	32,279	47,127	33,250
10	44,975	25,487	46,039	27,911	47,127	30,339	47,127	32,765	48,187	33,738
11	46,039	25,970	47,127	28,398	48,187	30,825	48,187	33,250	49,252	34,221
12	47,127	26,457	48,187	28,884	49,252	31,310	49,252	33,738	50,340	34,705
13	48,187	26,943	49,252	29,368	50,340	31,794	50,340	34,221	51,400	35,192
14	49,252	27,428	50,340	29,853	51,400	32,279	51,400	34,705	52,461	35,678
15	50,340	27,911	51,400	30,339	52,461	32,765	52,461	35,192	53,552	36,161
16	51,453	28,398	52,461	30,825	53,552	33,250	53,552	35,678	54,613	36,648
17	51,453	28,884	53,544	31,310	54,668	33,738	54,668	36,161	55,696	37,133
18	51,453	29,368	53,544	31,794	54,668	34,221	54,668	36,648	55,696	37,619
19	51,453	29,853	53,544	32,279	54,668	34,705	54,668	37,133	55,696	38,103
20	51,453	30,339	53,544	32,765	54,668	35,192	54,668	37,619	55,696	38,588
21	51,453	30,825	53,544	33,250	54,668	35,678	54,668	38,103	55,696	39,075
22	51,453	31,310	53,544	33,738	54,668	36,161	54,668	38,588	55,696	39,559
23	51,453	31,794	53,544	34,221	54,668	36,648	54,668	39,075	55,696	40,042
24	51,453	32,279	53,544	34,705	54,668	37,133	54,668	39,559	55,696	40,530
25	51,453	32,765	53,544	35,192	54,668	37,619	54,668	40,042	55,696	41,015
26	51,453	33,250	53,544	35,678	54,668	38,103	54,668	40,530	55,696	41,501
27	51,453	33,738	53,544	36,161	54,668	38,588	54,668	41,015	55,696	41,984
28	51,453	34,221	53,544	36,648	54,668	39,075	54,668	41,501	55,696	42,470
29	51,453	34,705	53,544	37,133	54,668	39,559	54,668	41,984	55,696	42,957
30	51,453	35,192	53,544	37,619	54,668	40,042	54,668	42,470	55,696	43,440
31	51,453	35,678	53,544	38,103	54,668	40,530	54,668	42,957	55,696	43,924
32	51,453	36,161	53,544	38,588	54,668	41,015	54,668	43,440	55,696	44,412
33	51,453	36,648	53,544	39,075	54,668	41,501	54,668	43,924	55,696	44,896
34	51,453	37,133	53,544	39,559	54,668	41,984	54,668	44,412	55,696	45,383
35	51,453	37,619	53,544	40,042	54,668	42,470	54,668	44,896	55,696	45,866

FOOTNOTE DISCLOSURES:

- (1) Employees as Identified in Title 14, Delaware Code, Chapter 13, Section 1305
- (2) Salary Schedules are based upon 7.5 hours per day, and 188 days per year.
- (3) The shaded columns were eliminated as of July 1, 1993. They are represented here for those teachers grandfathered into them. No further advancement can be made into those columns by any teachers.
- (4) Local Salary Increase 3% for FY23

Effective Date:
Pending Board Approval



Indian River School District
Teacher Salary Scale
Fiscal Year 2024

STEP	NO DEGREE			BACHELORS			BACHELORS + 6			BACHELORS + 12			BACHELORS + 15		
	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL	STATE	LOCAL	TOTAL
1	29,591	11,509	41,100	30,769	17,754	48,523	30,769	17,754	48,523	30,769	17,754	48,523	31,947	18,004	49,951
2	29,883	12,008	41,891	31,065	18,256	49,321	31,065	18,256	49,321	31,065	18,256	49,321	32,244	18,505	50,749
3	30,149	12,507	42,656	31,359	18,754	50,113	31,359	18,754	50,113	31,359	18,754	50,113	32,537	19,005	51,542
4	31,211	13,008	44,219	32,389	18,754	51,143	32,389	18,754	51,143	32,389	18,754	51,143	33,568	19,507	53,075
5	32,096	13,507	45,603	33,187	18,754	51,941	33,187	18,754	51,941	33,187	18,754	51,941	34,248	20,004	54,252
6	33,187	14,006	47,193	34,248	18,754	53,002	34,248	18,754	53,002	34,248	18,754	53,002	35,339	20,503	55,842
7	34,248	14,507	48,755	35,339	18,754	54,093	35,339	18,754	54,093	35,339	18,754	54,093	36,400	21,005	57,405
8	35,339	15,006	50,345	36,400	18,754	55,154	36,400	18,754	55,154	36,400	18,754	55,154	37,461	21,503	58,964
9	36,400	15,509	51,909	37,461	18,754	56,215	37,461	18,754	56,215	37,461	18,754	56,215	38,552	22,003	60,555
10	37,461	15,509	52,970	38,552	18,754	57,306	38,552	18,754	57,306	38,552	18,754	57,306	39,613	22,503	62,116
11	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	40,674	23,003	63,677
12	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	41,765	23,503	65,268
13	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,001	66,887
14	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
15	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
16	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
17	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
18	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
19	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
20	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
21	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
22	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
23	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
24	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
25	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
26	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
27	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
28	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
29	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
30	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
31	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
32	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
33	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
34	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389
35	38,552	15,509	54,061	39,676	18,754	58,430	39,676	18,754	58,430	39,676	18,754	58,430	42,886	24,503	67,389

FOOTNOTE DISCLOSURES:

- (1) Employees as Identified in Title 14, Delaware Code, Chapter 13, Section 1305
- (2) Salary Schedules are based upon 7.5 hours per day, and 188 days per year.
- (3) The shaded columns were eliminated as of July 1, 1993. They are represented here for those teachers grandfathered into them. No further advancement can be made into those columns by any teachers.
- (4) Local Salary Increase 3% for FY24

Effective Date:
Pending Board Approval



Indian River School District
Teacher Salary Scale
Fiscal Year 2024

STEP	BACHELORS +18		BACHELORS +24		BACHELORS +30		BACHELORS +45		MASTERS						
	STATE	LOCAL	LOCAL	LOCAL	LOCAL	LOCAL	LOCAL	LOCAL	LOCAL						
1	31,947	18,256	50,203	31,947	18,256	50,203	33,127	18,754	51,881	33,127	19,754	52,881	34,895	20,255	55,150
2	32,244	18,754	50,998	32,244	18,754	50,998	33,423	19,253	52,676	33,423	20,255	53,678	35,191	20,753	55,944
3	32,537	19,253	51,790	32,537	19,253	51,790	33,716	19,754	53,470	33,716	20,753	54,469	35,484	21,253	56,737
4	33,568	19,754	53,322	33,568	19,754	53,322	34,750	20,255	55,005	34,750	21,253	56,003	36,518	21,753	58,271
5	34,248	20,255	54,503	34,248	20,255	54,503	35,339	20,753	56,092	35,339	21,753	57,092	36,929	22,255	59,184
6	35,339	20,753	56,092	35,339	20,753	56,092	36,400	21,253	57,653	36,400	22,255	58,655	37,990	22,753	60,743
7	36,400	21,253	57,653	36,400	21,253	57,653	37,461	21,753	59,214	37,461	22,753	60,214	39,081	23,252	62,333
8	37,461	21,753	59,214	37,461	21,753	59,214	38,552	22,255	60,807	38,552	23,252	61,804	40,142	23,753	63,895
9	38,552	22,255	60,807	38,552	22,255	60,807	39,613	22,753	62,366	39,613	23,753	63,366	42,826	24,253	67,079
10	39,613	22,753	62,366	39,613	22,753	62,366	40,674	23,252	63,926	40,674	24,253	64,927	43,887	24,752	68,639
11	40,674	23,252	63,926	40,674	23,252	63,926	41,765	23,753	65,518	41,765	24,752	66,517	44,975	25,251	70,226
12	41,765	23,753	65,518	41,765	23,753	65,518	42,826	24,253	67,079	42,826	25,251	68,077	46,039	25,752	71,791
13	42,886	24,253	67,139	42,886	24,253	67,139	43,887	24,752	68,639	43,887	25,752	69,639	47,127	26,252	73,379
14	42,886	24,752	67,638	42,886	24,752	67,638	44,975	25,251	70,226	44,975	26,252	71,227	48,187	26,749	74,936
15	42,886	24,752	67,638	42,886	24,752	67,638	46,090	25,752	71,842	46,090	26,749	72,839	49,252	27,251	76,503
16	42,886	24,752	67,638	42,886	24,752	67,638	46,090	26,252	72,342	46,090	27,251	73,341	50,340	27,751	78,091
17	42,886	24,752	67,638	42,886	24,752	67,638	46,090	26,749	72,839	46,090	27,751	73,841	50,340	28,251	78,591
18	42,886	24,752	67,638	42,886	24,752	67,638	46,090	27,251	73,341	46,090	28,251	74,341	50,340	28,748	79,088
19	42,886	24,752	67,638	42,886	24,752	67,638	46,090	27,251	73,341	46,090	28,251	74,341	50,340	29,250	79,590
20	42,886	24,752	67,638	42,886	24,752	67,638	46,090	28,251	74,341	46,090	29,250	75,340	50,340	29,751	80,091
21	42,886	24,752	67,638	42,886	24,752	67,638	46,090	28,748	74,838	46,090	29,751	75,841	50,340	30,249	80,589
22	42,886	24,752	67,638	42,886	24,752	67,638	46,090	29,250	75,340	46,090	30,249	76,339	50,340	30,749	81,089
23	42,886	24,752	67,638	42,886	24,752	67,638	46,090	29,751	75,841	46,090	30,749	76,839	50,340	31,249	81,589
24	42,886	24,752	67,638	42,886	24,752	67,638	46,090	30,249	76,339	46,090	31,249	77,339	50,340	31,750	82,090
25	42,886	24,752	67,638	42,886	24,752	67,638	46,090	30,749	76,839	46,090	31,750	77,839	50,340	32,249	82,588
26	42,886	24,752	67,638	42,886	24,752	67,638	46,090	31,249	77,339	46,090	32,249	78,339	50,340	32,748	83,088
27	42,886	24,752	67,638	42,886	24,752	67,638	46,090	31,750	77,838	46,090	32,748	78,838	50,340	33,247	83,587
28	42,886	24,752	67,638	42,886	24,752	67,638	46,090	32,249	78,339	46,090	33,249	79,337	50,340	33,748	84,088
29	42,886	24,752	67,638	42,886	24,752	67,638	46,090	32,748	78,838	46,090	33,748	79,838	50,340	34,248	84,588
30	42,886	24,752	67,638	42,886	24,752	67,638	46,090	33,247	79,337	46,090	34,248	80,338	50,340	34,750	85,090
31	42,886	24,752	67,638	42,886	24,752	67,638	46,090	33,748	79,838	46,090	34,750	80,840	50,340	35,248	85,588
32	42,886	24,752	67,638	42,886	24,752	67,638	46,090	34,248	80,338	46,090	35,248	81,338	50,340	35,746	86,086
33	42,886	24,752	67,638	42,886	24,752	67,638	46,090	34,750	80,840	46,090	35,746	81,836	50,340	36,248	86,588
34	42,886	24,752	67,638	42,886	24,752	67,638	46,090	35,248	81,338	46,090	36,248	82,338	50,340	36,748	86,588
35	42,886	24,752	67,638	42,886	24,752	67,638	46,090	35,748	81,838	46,090	36,748	82,838	50,340	37,248	86,588

FOOTNOTE DISCLOSURES:

- (1) Employees as Identified in Title 14, Delaware Code, Chapter 13, Section 1305
- (2) Salary Schedules are based upon 7.5 hours per day, and 188 days per year.
- (3) The shaded columns were eliminated as of July 1, 1993. They are represented here for those teachers grandfathered into them. No further advancement can be made into those columns by any teachers.
- (4) Local Salary Increase 3% for FY24

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Indian River School District
Teacher Salary Scale
Fiscal Year 2024

STEP	MASTERS +15		MASTERS +30		MASTERS +45		MASTERS +60		DOCTORATE		
	STATE	LOCAL	STATE	LOCAL	STATE	LOCAL	STATE	LOCAL	STATE	LOCAL	
1	36,074	21,753	37,252	24,253	38,434	26,749	38,434	29,250	39,613	30,312	69,925
2	36,370	22,255	37,548	24,752	38,727	27,251	38,727	29,751	39,906	30,749	70,655
3	36,662	22,753	37,842	25,251	39,023	27,751	39,023	30,249	40,202	31,249	71,451
4	37,696	23,252	38,875	25,752	40,054	28,251	40,054	30,749	41,233	31,750	72,983
5	37,990	23,753	39,316	26,252	40,495	28,748	40,495	31,249	41,233	32,249	73,923
6	39,081	24,253	40,142	26,749	41,233	29,250	41,233	31,750	42,294	32,748	75,042
7	40,142	24,752	41,233	27,251	42,294	29,751	42,294	32,249	43,355	33,247	76,602
8	41,233	25,251	42,294	27,751	43,355	30,249	43,355	32,748	44,446	33,748	78,194
9	43,887	25,752	44,975	28,251	46,039	30,749	46,039	33,247	47,127	34,248	81,375
10	44,975	26,252	46,039	28,748	48,187	31,249	48,187	33,748	48,187	34,750	82,937
11	46,039	26,749	48,187	29,250	49,252	31,750	49,252	34,248	49,252	35,248	84,500
12	47,127	27,251	49,252	29,751	49,252	32,249	49,252	34,750	50,340	35,746	86,086
13	48,187	27,751	49,252	30,249	50,340	32,748	50,340	35,248	51,400	36,248	87,648
14	49,252	28,251	50,340	30,749	52,461	33,247	52,461	36,748	52,461	36,748	89,209
15	50,340	28,748	51,400	31,249	53,552	33,748	53,552	37,246	53,552	37,246	90,798
16	51,453	29,250	52,461	31,750	54,668	34,248	54,668	37,747	54,668	37,747	92,360
17	51,453	29,751	53,544	32,249	54,668	34,750	54,668	38,248	55,696	38,248	93,943
18	51,453	30,249	53,544	32,748	54,668	35,248	54,668	38,748	55,696	38,748	95,442
19	51,453	30,749	53,544	33,247	54,668	35,746	54,668	39,246	55,696	39,246	96,942
20	51,453	31,249	53,544	33,748	54,668	36,248	54,668	39,746	55,696	39,746	98,442
21	51,453	31,750	53,544	34,248	54,668	36,748	54,668	40,247	55,696	40,247	99,943
22	51,453	32,249	53,544	34,750	54,668	37,246	54,668	40,746	55,696	40,746	101,440
23	51,453	32,748	53,544	35,248	54,668	37,747	54,668	41,243	55,696	41,243	102,942
24	51,453	33,247	53,544	35,746	54,668	38,247	54,668	41,746	55,696	41,746	104,442
25	51,453	33,748	53,544	36,248	54,668	38,748	54,668	42,245	55,696	42,245	105,942
26	51,453	34,248	53,544	36,748	54,668	39,246	54,668	42,746	55,696	42,746	107,442
27	51,453	34,750	53,544	37,246	54,668	39,746	54,668	43,244	55,696	43,244	108,940
28	51,453	35,248	53,544	37,747	54,668	40,247	54,668	43,744	55,696	43,744	110,442
29	51,453	35,746	53,544	38,247	54,668	40,746	54,668	44,246	55,696	44,246	111,942
30	51,453	36,248	53,544	38,748	54,668	41,243	54,668	44,743	55,696	44,743	113,439
31	51,453	36,748	53,544	39,246	54,668	41,746	54,668	45,242	55,696	45,242	114,938
32	51,453	37,248	53,544	39,746	54,668	42,245	54,668	45,744	55,696	45,744	116,440
33	51,453	37,747	53,544	40,247	54,668	42,746	54,668	46,243	55,696	46,243	117,939
34	51,453	38,247	53,544	40,746	54,668	43,244	54,668	46,744	55,696	46,744	119,440
35	51,453	38,748	53,544	41,243	54,668	43,744	54,668	47,242	55,696	47,242	120,938

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