

***Lake Forest School District  
Board of Education***

***and***

***Lake Forest Education  
Association, Incorporated***

***Employee Contract***

***July 1, 2023  
through  
June 30, 2026***

Lake Forest School District is an equal opportunity employer.

**Discrimination and Harassment Contacts:**

Mr. Travis C. Moorman, Human Resources Director (Title IX Coordinator and Investigator)

Mrs. Michelle Allman, Special Programs Supervisor (Title IX Investigator)

**District 504 Coordinator**

Mrs. Michelle Allman, Special Programs Supervisor

**District Title I Coordinator**

Mr. James Dick, Chief Academic Officer

The Board and the Association agree that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, transfer, or discipline of employees, or in the application or administration of this Agreement on the basis of race, color, national origin, religion, gender, gender identity, sexual orientation, age, military/veteran status, disability, marital status or any other protected category in accordance with state and federal laws.

**2023-2026 Lake Forest School District  
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## **Acknowledgment**

### **Lake Forest Board of Education**

Earle C. Dempsey, Board President  
James L. Rau, Board Vice President  
Sarah Starkey, Board Member  
Jordan McCloskey, Board Member  
Dr. Betty Wyatt, Board Member  
Dr. Steven V. Lucas, Executive Secretary  
Travis C. Moorman, Human Resources Director, Negotiations Chair  
James W. Dick, Chief Academic Officer  
Kurt Kelemen, Chief Financial Officer  
Michelle Allman, Special Programs Supervisor  
Manette Dupras, Principal  
Kevin Truitt, Principal  
Brandi Short, Administrator  
Nicole Wright, Assistant Principal  
Kim Marquis, Assistant Principal

### **Lake Forest Education Association**

Anita Bulischeck, Vice-President, Negotiations Co-Chair  
Valerie Burd, South Representative, Negotiations Co-Chair  
Monica Swaney, Central Representative  
Nikki Glanden, W.T. Chipman Representative  
Christy Rhodes, CBO Representative  
Amber Hobbs, North Representative  
Benjamin Smetana, Custodian Representative  
Carol Starke, Paraprofessional Representative  
Cherie Kersey, DECC Representative  
Jennifer Lynn Foraker, CNS Representative  
Cora Fuzy, Secretary Representative  
Benjamin Black, President, High School Representative  
Michael Hoffmann, DSEA UniServ  
Julio Soto Hernandez, DSEA UniServ

## **Preamble**

This Agreement, entered into this July 1, 2023, is between the Board of Education, hereinafter referred to as the Board, of the Lake Forest School District, hereinafter referred to as the District, Felton, Delaware; and the Lake Forest Education Association, Incorporated (LFEA), hereinafter referred to as the Association, affiliated with the Delaware State Education Association (DSEA) and the National Education Association (NEA), in accordance with provisions of Title 19, Delaware Code, Chapter 13. The gender used in this document shall be the masculine gender which shall refer to both male and female, and singular and plural parties to this Contract.

**Whereas**, the Board and the Association recognize and declare that the development and operation of educational programs of the highest quality, for the benefit of the students and the community, is a common responsibility; and

**Whereas**, the Board and the Association have the same ultimate aim, that of providing the best educational environment and opportunities for the children of the Lake Forest School District; and

**Whereas**, the Board, the Superintendent or designee, the administrative staff, and members of the professional staff and the educational support personnel, hereinafter referred to as ESP, can best attain their common objectives and discharge their common responsibilities if each utilizes the ability, the experience, and the judgment of the other; and

**Whereas**, the Board has an obligation, pursuant to Title 19, Delaware Code, Chapter 13, to negotiate with the Association as representative of the employees, hereinafter designated with respect to the terms and conditions of employment; and

**Whereas**, the parties have reached certain understandings which they desire to confirm in this Agreement. Now therefore be resolved that:

## **Article 1: Recognition**

1.A. The Board hereby recognizes the Association as the exclusive negotiating representative for public school employees according to Title 14, Delaware Code & Chapter 40 and/or Title 19, Delaware Code, Chapter 13, as certified by the Department of Labor in the decision of October 5, 1988, Case No. 184. Included in this contract are persons who are employed within the District. Excluded from this contract are persons who are employed within the District who are not represented by the bargaining unit as defined by the Public Employment Relations Board (PERB) in Case No. 184.

1.B. The Board recognizes the right of public-school employees to join organizations of their own choice for the advancement of public education and for their professional or economic improvement.

1.C. As the certified collective bargaining representative, the Lake Forest Education Association, Incorporated, shall represent all employees in the bargaining unit. For the purpose of this contract, the term 'Teacher' shall be defined as those non-administrative, professional employees (except where otherwise specifically excluded) represented by LFEA regardless of the source of funding or the employee's title. For the purpose of this contract, the term Educational Support Personnel shall be defined as those classified employees represented by LFEA regardless of the source of funding or the employee's title.

1.D. The Association recognizes the legal responsibility and authority of the Board to serve as the policy-making body for the District. The Board therefore, maintains and exercises all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the Legislature of the State of Delaware.

1.E. All administrative actions necessary to implement Board decisions remain reserved to and exercised exclusively at the discretion of the Superintendent of Schools or designee except as specifically provided for by this Agreement.

1.F. Delaware Early Childhood Center (DECC) employees are included and excluded from this agreement pursuant to the PERB Representation Petition No. 13-01-883 (Clarification). For those represented the following stipulations apply:

1.F.1. DECC Employees, with the exception of those funded by Division I units, shall be excluded from the provisions found in Articles 14, 15 and Sections 17.C and 17.E.

1.F.2. Sections 17.D remains in place with the exception of Sub-Sections 17.D.1, 17.D.5, 17.D.6, and the 17.D.2 phrase that states, "a reduction in the number of employees required as a result of decreased enrollment or a decrease in education services: which shall be deleted.

1.F.3. As for future positions which may arise within DECC and their inclusion or exclusion in the bargaining unit, the LFEA and LFSD shall come to a mutual agreement as to the proper placement of these positions.

## **Article 2: Academic Freedom**

2.A. Teachers are to teach in accordance with State Curriculum Standards and local curriculum utilizing materials adopted by the school district and methodology that coincides with the philosophy of the school district. Teachers shall be included in the development and selection of curriculum, materials curriculum, materials (based on class needs), and methodology. Reasonable and prudent decisions may be made by the teacher with regard to special situations that arise and may call for slight deviations from the local curriculum. This does not exclude the administration from questioning the decision or the teacher about following any recommendations or directives given regarding the said deviations.

2.B. During periods of full curriculum revision for any content area, the administration and representatives from LFEA shall meet to discuss the process that shall be used. A process shall be mutually agreed upon and presented to the Board for approval. If approved by the Board, the representative group shall meet regularly to assure the process is implemented with fidelity and to address any issues or concerns that may arise.

2.C. The teacher may express a personal point of view on an issue relevant to the purpose of the curriculum, provided that his students are informed that it is his opinion and not to be accepted by them as an authoritative statement. In addition, teachers are responsible for exercising judgment in selecting and treating issues at a level appropriate to the maturity and understanding of the student(s) involved.

2.D. The position of the employee shall not be deemed privileged as to his responsibility for statements which are libelous, slanderous, or which violate the civil rights of others, except to the employee's qualified privilege under the law.

2.E. The teacher shall maintain the exclusive right and responsibility based upon his professional judgment to determine grades within the grading policy of the District. No grade shall be changed, except in accordance with Title 14, Delaware Code, Section 4132.

## **Article 3: Personal Freedom**

The personal life of an employee is not an appropriate concern for attention of the Board, unless it directly prevents the employee from performing properly his assigned functions during the workday.

## **Article 4: Protection of Employee**

4.A. The Board regards assault on its employees as a serious matter. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such notification shall be immediately forwarded to the Superintendent or designee who shall assist the employee in any way possible. The Superintendent or designee shall comply in all regards with Title 14, Delaware Code, Chapter 41. The Board shall support the staff in prosecution of the assault charges and may, at its option, provide legal or other assistance.

4.B. Employees may use reasonable measures with a student, patron, or other person, as is necessary to protect himself, a fellow staff member, or a student from attack, physical abuse, or injury, or to prevent damage to District property.

4.C. The Board shall pay the cost of any employee's clothing or other personal property damaged or destroyed during a violation of the District discipline policy, or instances related to Sections A or B above.

4.D. The state carries workers' compensation insurance for state employees; should they discontinue this coverage the District shall provide.

4.E. Employees may refuse to use their personal vehicles to transport students.

4.F. Employees shall not be required to perform temporary administrative roles or duties in the absence of the building administrators, chief custodian, or Child Nutrition Services manager.

4.G. Employees shall be issued keys consistent with security needs.

4.H. No employee, except custodians, shall be required to enter or remain alone in any school building outside of normal operating hours. The District and Association shall mutually maintain procedures to be used at times when only one custodian is working in a building.

4.I. The Board and Association shall cooperate in the enforcement of safety regulations. However, should an employee feel that serious, unsafe, or unhealthy situations exist, he shall notify his supervisor immediately. The Administration and the Association shall investigate the matter as soon as possible. The Administration and the Association shall report the findings of the investigation to the notifying employee and the Board President within three (3) working days and shall remedy any unsafe or unhealthy conditions within a reasonable period of time. A situation determined to be an emergency shall receive an immediate response.

4.J. No employee shall be required to monitor students outside their working hours with the exception of Appendix B positions. In the case of an emergency, a reasonable effort shall be made to relieve the employee of such responsibility as soon as possible.

4.K. All employees shall be permitted to carry their personal cell phones but shall not be required to use their personal cell phones for school purposes with exception of those programs that rely on such usage. However, in emergency crisis situations employees may be contacted via their personal cell phones.

## **Article 5: Hours and Load**

### **5.A. Teacher Workday**

5.A.1. The District's standard workday is defined to be a seven and one-half (7.5) hour workday.



5.A.2. All regular full-time teachers shall be scheduled a daily duty-free lunch period, or equivalent, of at least thirty (30) consecutive minutes, which shall be included within their work day. A thirty-minute (30) consecutive lunch period shall be provided on non-student days, including parent conferences. District professional development days shall be allotted sixty (60) consecutive minutes.

## 5.B. Education Support Personnel Workday

5.B.1. A work week for all employees shall consist of five (5) consecutive workdays, Monday through Friday, forty (40) hours or as scheduled at time of hire or renewal, contingent upon the availability of funds. When shift adjustments or assignments occur, the employee may appeal to the next level of supervision.

5.B.1.a. Secretaries: The workday for all secretaries in the District shall be seven and one-half (7.5) hours per day, exclusive of a thirty (30) minute duty-free lunch period but inclusive of two (2) fifteen (15) minute break periods per day. An employee may combine their two (2) fifteen (15) minute breaks with the duty free lunch period, upon daily prior approval of his supervisor and where administratively feasible.

When an emergency situation arises the supervisor has the authority to suspend lunch or breaks until the situation is deemed to be resolved by the supervisor.

5.B.1.b. Paraprofessionals:

5.B.1.b.1. The workday for all paraprofessionals in the District shall be a maximum of seven and one-half (7.5) hours per day. This shall include a thirty (30) minute duty-free lunch period. Paraprofessionals shall have one (1) fifteen (15) minute break for each three (3) hours worked cumulatively with the exception of the classified librarians and computer lab instructors. Classified librarians and computer lab instructors shall receive planning time aligned with the teacher's amount of planning. For those employees working less than seven (7) hours, lunch is not a paid part of their work day. Additional Supervisor prior approved hours beyond the normal schedule shall be compensated at their normal hourly rate. The choice of compensatory time or pay shall be that of the employer.

5.B.1.b.2. Any paraprofessional assigned as a substitute for 3 hours or more in a given day shall receive a \$30 stipend per day in addition to the regular salary.

5.B.1.c. Custodians/Maintenance & Tech Service Engineers:

The workday for full-time custodians/maintenance personnel in the District shall be eight (8) hours per day and seven and one-half (7.5) hours per day for Tech Service Engineers. This includes a thirty (30) minute duty-free lunch/dinner period and two (2) fifteen (15) minute break periods per day. An employee may

combine their two (2) fifteen (15) minute breaks with the duty-free lunch period or combine their two (2) breaks for a half hour (½) break, upon prior daily approval of his supervisor and where administratively feasible. When an emergency situation arises the supervisor has the authority to suspend lunch or breaks until the situation is deemed to be resolved by the supervisor.

5.B.1.d. Child Nutrition Services:

5.B.1.d.1. Work schedule as established at time of hire is contingent upon availability of funds, student enrollment or student attendance. Employees who work at least three (3) cumulative hours are entitled to a fifteen (15) minute paid break and a thirty (30) minute unpaid lunch period.

5.B.1.d.2. If an absence occurs, a substitute shall be obtained whenever possible. In the event a substitute is obtained, he shall be placed in the position with the least number of hours, if the regular employee desires more time. A regular part time employee must remain at part time status. The additional time shall be determined by then manager and shall be assigned to the employees on a rotational basis by seniority and to those available employees so as not to put part time employees into a full-time status.

5.B.1.d.3. If lunch is not served in a particular building for any reason (e.g. power outage, etc.) these employees can be used to substitute in other schools serving lunch or work in their respective kitchen(s). Employees shall be called upon on  
a  
rotating basis subject to seniority. The Child Nutrition Supervisor shall determine the need for employees and assignment so as not to put part time employees into a full-time status.

5.B.1.d.4. August (first work day) to December 31<sup>st</sup> and January to June (last work day) \$50 incentive for perfect attendance.

5.B.2. Overtime: Except as otherwise provided, no employee shall be required to work on weekends, except on a voluntary basis as follows:

5.B.2.a. Regular Overtime: All supervisor prior approved work over and above the stipulated work week of forty (40) hours for twelve (12) month employees shall be compensated at the rate of one and one-half (1.5) times the normal rate of pay or compensatory time. The choice of compensatory time or pay shall be that of the employer. Hours worked shall include up to eight (8) hours of vacation and/or personal day plus actual hours worked by the employee.

5.B.2.a.1. Any authorized work performed for non-school related groups on Sunday will be paid at a rate of two and half (2 ½) times the employee's hourly rate.

5.B.2.b. Relief Time and Overtime: Employees working overtime shall be entitled to an additional fifteen (15) minute break time for every two (2) consecutive hours worked.

5.B.2.c. Weekday and Weekend Overtime: Overtime work shall be distributed equitably by seniority rotation to employees working at a given job site or within the same job category if the individual is not assigned to a single building. The following shall be the Rotation Equity Criteria:

5.B.2.c.1. Custodial/Tech Service Engineer overtime shall be mandated in the order of seniority on a rotating basis. For example, the first overtime opportunity shall be assigned to the most senior person, the second overtime opportunity shall be assigned to the second most senior, the third overtime opportunity shall be assigned to the third most senior person and so on. Assignment is mandatory unless coverage is secured based on the rotation list.

5.B.2.c.2. If the overtime opportunity is cancelled, the rotation shall continue without disruption. If the overtime opportunity is rescheduled those scheduled to work shall maintain that assignment.

5.B.2.c.3. Every effort shall be made to give custodians two (2) weeks advance notice of overtime being assigned through the rotation process.

5.B.2.d. On inclement weather and/or school related emergency days that would normally be a regular employee workday, the Superintendent or designee shall declare when emergency/essential personnel are to report for work. They are required to report for work, unless contacted by their supervisor and informed **NOT** to report. When required to report, a custodian/maintenance or Tech Service Engineer employee who cannot get to work due to weather conditions, shall be able to utilize personal/vacation day(s) with direct supervisor approval prior to designated start time. Persons who are required to report to work when no other employee is charged personal/vacation day shall receive compensatory time or pay at their regular rate (in addition to regular pay) for time worked. The choice of compensatory time or pay shall be that of the employer.

## 5.C. Work Rules

5.C.1. Signing out and in is required any time an employee leaves the school grounds during the day with prior permission of the supervisor or designee. Any employee may leave school grounds without permission during his scheduled duty-free lunch period or equivalent. Employees wishing to leave the school grounds during times when the thirty-minute duty-free lunch is combined with the duty-free break(s) must have the permission of the principal or designee. Employees who travel between buildings as their regular work assignment shall sign in and out of each building throughout the day.

#### 5.C.2. Emergency delays/closings

The Superintendent or designee may determine when schools should be closed or delayed due to emergency. Notices to delay or cancel school opening shall be presented to media outlets, and the District automated call in system, as early as possible. With the exception of custodians, maintenance, CNS employees, when school start time is delayed for students, the start time for employees shall be adjusted by the amount of the delay. DECC will be adjusted with mutual agreement.

If school is closed for students but open for 12-month employees, 10, 10+1, 10+2-month employees may come to work with no expected make-up day. The notice to close school shall include an announcement of whether 10, 10+1, 10+2-month employees may come to work.

Should students have days built into the calendar, 10, 10+1, and 10+2 staff have the following options:

- A. Come in and work on the day with no loss of time as long as the employee reports by the time determined by the Superintendent or designee and work until normal dismissal time
- B. Make up a full day at the end of the year. (The first available work day following the employee's work group final work day of the year.)
- C. Employees shall have the option of making up time by attending prior approved events and/or prior approved professional development.
- D. Prior approved leave may be cancelled if the employee has two-way communication with the administrator prior to report time and the employee reports to work for the full day.

When school is delayed, custodians, maintenance and CNS employees will report at the regular time, unless otherwise notified by the direct supervisor. In an emergency, when schools are closed, custodians and maintenance employees will be informed by their supervisor as to when they should report.

5.C.2.A. For purposes of leave, the delayed day shall be charged as a full day. Prior approved leave may be cancelled if the employee has two-way communication with the administrator prior to report time and the employee reports to work for the full day.

5.C.2.B. DECC employees will adjust work day with the approval of supervisor.

5.C.2.C. DECC Pre-K program staff shall follow the emergency delays/closings of the District of which they are housed.

5.C.5. If school closes early for students, by order of the Superintendent or designee, all staff shall be dismissed at the discretion of the Superintendent or designee with no time charged.

5.C.6. The Superintendent or designee has the authority to delay or dismiss employees on non-student days with no loss of wages or time, or require make up time for all nonessential employees, for any situation he deems necessary.

5.C.7. Emergency/essential personnel required to work in a designated emergency situation beyond their eight (8) hour shift shall be compensated at one and one-half (1.5) times their regular rate of pay or compensatory time, selected at the employer's discretion.

5.C.8. Employees called to work outside their shift shall be guaranteed a minimum of one and a half (1.5) hour's pay at the appropriate rate of pay.

5.C.9. Except in emergencies, advance notice of one (1) week shall be given to any employee prior to any activity to be held in a school to which the employee is assigned. If an activity either causes an area to be unavailable or causes the employee to be "on call" for the activity, the employee shall not be expected to complete the regularly scheduled assignment.

5.C.10. All twelve-month employees shall be assigned to a definite building/worksite assignment (except maintenance and Tech Service Engineers), and a definite shift with designated times of beginning and ending which shall not be reduced.

5.C.11. Extra Assignments: Teacher participation in extra-curricular activities which extend beyond the regularly scheduled school day shall be voluntary and compensation for those listed activities shall be according to Appendix B.

5.C.12. Sick Leave allotted:

10-month employees: 10 sick days

10+1-month employees: 11 sick days (must work additional 19 days)

10+2-month employees: 12 sick days (must work additional 37 days)

5.D. Mandatory flex-time begins with the first full week after the last teacher (10 month) day and ends the week prior to teachers returning. Work hours must be completed Monday through Thursday with no more than ten (10) hours of work on a given day. Employees may use a vacation day on Friday to meet weekly work hour requirements.

## 5.E. Teaching Load

5.E.1. All certified employees shall have a minimum of 250 minutes per week, excluding the duty-free lunch period, for the purpose of planning or other school business. Efforts shall be made to schedule this time in a minimum of 50-minute daily increments, except when such time is not available because of early dismissals or late openings. A certified employee shall only be pulled for a maximum of 50-minutes per week and not to exceed two (2) times per week for coverage, IEP, and/or 504 meetings. The District recognizes the importance of uninterrupted preparation time and shall make every effort to keep

interruptions to a minimum. Specialists' planning time is incorporated throughout their work week.

5.E.2. High school and middle school teachers shall not be required to teach more than one (1) course during a class period.

5.E.3. The aforementioned planning times shall be scheduled during the standard student day.

5.E.4. Teachers shall not be required to be present when special teachers are working with their students.

5.E.5. One half day shall be allocated at the end of each marking period, with the exception of the 2<sup>nd</sup> marking period which shall be a full day, for the purpose of grade averaging, report cards, data collection/analysis, and paperwork. Such time shall be unencumbered by building or District meetings, and/or parent conferences. This could be modified with agreement of the Association president in conjunction with the calendar committee.

5.E.6. The Administration acknowledges that planning and preparation are critical to effective teaching. Secondary teachers shall not be required to teach more than a total of three (3) teacher preparations per semester/year excluding time allocated for data driven interventions. Different levels of the same subject shall constitute a separate preparation. If the assignment of more than three (3) preparations becomes necessary, the Administration shall actively seek volunteers before a teacher is directed to teach a 4<sup>th</sup> preparation. The affected teacher shall receive an additional planning period per day. In addition, the assignment of courses new to a teacher should be given consideration. Scheduling of personnel rests with the Administration.

5.E.7. Teachers are responsible for the instruction of students and will prepare lesson plans as an essential part of their responsibilities. Lesson plans shall meet the requirement of the current evaluation system approved by DOE and Board policies. Any changes to the format, content or availability of the lesson plans shall be agreed upon by the District and the Association. The request for lesson plans cannot be used as discipline.

## 5.F. Meetings

5.F.1. Teachers may be required to remain after the end of the standard workday, without additional compensation, for the purpose of attending meetings. Generally, such meetings should begin no later than ten (10) minutes after the student dismissal time. Effort shall be made to limit such meetings to thirty (30) minutes beyond the normal teacher day, and not to exceed two (2) meetings monthly. No meetings or open house activities shall be held on one and a half (1 ½) calendar in-service days prior to the first student day of the year.

5.F.2. Notice of meetings exceeding the standard workday shall be given to all employees involved at least two (2) work days prior to the meeting, except in case of emergency.

5.F.3. Meetings which take place after the standard workday and which require attendance shall not be called on Friday or on any day immediately preceding any holiday or other

day upon which employee attendance is not required at school, except in case of emergency.

5.F.4. The Principal shall provide a statement to the LFEA Building Representative in advance, of the purpose of emergency meetings, and his efforts to avoid such.

5.F.5. Teaching staff shall be required to attend three (3) evening events, up to two (2) as designated by their Administrator, must be Monday through Friday, and the remaining chosen by the employee from a list of events provided at the beginning of the year. Attendance at any other event must be clearly voluntary. Employees are also encouraged to attend additional events that are vital to the mission of the Lake Forest School District. LFEA recognizes and supports the importance of such involvement.

5.F.6. Parent/Teacher Conferences shall take place within a continuous seven and one-half (7.5) hour workday. Any Parent/Teacher conference which begins outside of the work day and is required, shall be compensated at the state hourly rate.

5.G. Student Teachers: Placement and supervision of a student teacher shall be mutually agreed upon between the building principal and the affected teacher.

## **Article 6: Facilities and Supplies**

6.A. The Board recognizes the need for employees to have adequate facilities for the performance of their duties. Where needed, employees shall be provided with a serviceable desk, chair, and workstation, as well as reasonable locked storage space for records, materials, and supplies. Employees who work in more than one (1) building shall be provided desk space and storage space in at least one (1) building. Employees shall not be expected or required to provide for secure storage should the District be unable to do so. Secure storage for coats and other personal items shall be provided. Employees that don't have a designated work area shall have access to a computer and printer in a common area with their own designated login.

6.B. Individual mailboxes shall be provided for all employees excluding DECC. DECC will follow procedures that outline the process to disseminate information to employees.

6.C. Adequate parking facilities which are reasonably lighted, properly maintained and identified for employee use shall be provided.

6.D. An appropriately furnished room shall be reserved for the use of staff as a lounge. Staff shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of each lounge, although the maintenance/custodial staff shall provide regular cleaning. All such lounges shall be adequately heated and air-conditioned. Lounge furnishings shall be annually examined for replacement or repair.

6.E. A designated dining area for the exclusive use of the staff shall be provided in each building. All such areas shall be adequately heated and air-conditioned.

6.F. Work areas containing computer equipment, copying equipment, paper, laminating machine and film, letter press, book binders, and supplies shall be provided to aid in the preparation of instructional materials. This list may be modified with agreement of the building liaison.

6.G. Copies of all textbooks, workbooks, and the teacher's editions used in each of the courses to be taught shall be provided for the exclusive use of the employee.

6.H. Efforts shall be made to maintain classrooms and work areas at reasonable temperatures throughout the year. Where feasible and acceptable alternative on-site facilities exist, and upon request of an employee, instruction shall not continue in a classroom when there are unreasonably high/low temperature conditions.

6.I. All work locations accessible and open to students shall have either an operable phone or intercom system available.

6.J. Upon request of school staff, vending machines may be installed in the employees' lounge area. The proceeds from the machines shall be used for that school's staff. The entire project is the responsibility of the school staff.

## **Article 7: Employee Rights**

7.A. Pursuant to Title 14, Delaware Code, Chapter 40, the Board hereby agrees that the employees employed by the Board have the right to organize, join, and support the Association and its affiliates for their professional or economic improvement. The Board, or its designated representative, shall not interfere, restrain or coerce employees in the exercising of this right or any other right granted under the laws and Constitution of the State of Delaware and the United States. The Board, nor any of its employees, shall discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

7.B. Nothing in this Agreement shall be in derogation of statutory or Constitutional rights possessed by employees, or applicable policies of the Local and State Boards of Education.

7.C. No employee shall be discharged, reprimanded, disciplined, or reduced in rank or compensation without just cause, meaning that he has willfully and wantonly violated a rule reasonably related to the safe, orderly, efficient operation of the District and about which he had been given prior warning that such violation could result in disciplinary consequences.

7.C.1. In the event of an alleged violation, the employer/supervisor shall conduct a fair objective investigation with all due regard for privacy and before administering any discipline, shall have obtained substantial evidence or proof of the employee's guilt.

7.C.2. Any disciplinary consequences awarded shall be consistent with previous discipline based upon the type of offense, related to the seriousness of the proven offense and the employee's record of service.



Such actions by the Board or any representative thereof shall be subject to the grievance procedure. Any grievance of such action may be filed beginning at Level 3. This clause shall not prevent the termination of any teacher as in accordance with Title 14, Delaware Code, Chapter 14.

7.D. All employees shall be encouraged to continue their training and professional development. Therefore, no employee shall be deprived of any professional development opportunities or advantages without just cause. Professional advantages shall be defined as follows: clinics, conferences, courses, workshops, Middle States, or other similar evaluations, competitions, contests and/or special events, advisory committees, state or national level educational functions, school business days, and consultation requests. These opportunities and advantages shall be evenly distributed among staff and shall not exceed three (3) days per year unless authorized by the Superintendent or designee. Additional professional advantages may be approved upon request. Any grievance of such may be filed beginning at Level 3.

7.E. Employees shall be entitled to full rights of citizenship, and exercise thereof shall not be grounds for any discipline or discrimination against an employee.

7.F. Any employee required to appear before his immediate supervisor concerning any matter which could adversely affect his employment, excluding the evaluation process, shall be given forty-eight (48) hours written notice with clearly stated reasons for such meeting, and shall have the right to be accompanied by the Association if he so chooses. In all cases Association representation may be requested prior to or at any point during a meeting. Any topic not included in the notice shall not be covered at said meeting. Should the employee exercise the right to be accompanied by the Association, the supervisor may elect to have another supervisor(s) present.

An employee who is meeting with his supervisor to discuss an observation/evaluation which includes expectations, or is rated unsatisfactory, needs improvement or ineffective may be accompanied by the Association upon request.

Whenever any employee is requested to appear before the Superintendent or designee or Board, thereof concerning any matter which could cause the termination of that employee in his position or his employment, he shall be given forty-eight (48) hours prior written notice with clearly stated reasons for such meeting, and shall be entitled to have representation of his choice present, excluding legal counsel. The forty-eight (48) hours' notice shall not be required if the Administration determines a critical situation exists requiring immediate attention, such as destruction of evidence or student safety, and as long as all rights to representation and due process are maintained.

In all cases, the communication shall take place so that both sides are able to bring the same number of representatives to the meeting.

Parties may request a short recess during a meeting for the purpose of conferencing.

7.G. Should the need occur, the District shall place employees on administrative leave with pay and benefits to investigate such matters under the provisions of this article.

7.H. Any criticism by a supervisor, administrator, or Board member of an employee shall be made in confidence and not in the presence of students, colleagues, parents or in public gatherings (to include online and social media platforms). Criticism of a supervisor, administrator or Board member by an employee shall not be made in the presence of students or in public (to include online and social media platforms).

7.I. Any complaints regarding an employee by a parent, student, or other employee which are, or may be, used in any manner in evaluating an employee, shall immediately be brought to the employee's attention, explained, and then promptly investigated, if warranted. All such complaints shall be processed according to procedure stated in the Board Policy Manual.

7.J. Employees may wear pins or other reasonable identification of membership in the Association or its affiliates.

7.K. Employee representation shall be included in the development of any new, developmental, or pilot program which would, if implemented, affect them.

7.L. Any employee shall have the right to submit a proposed change in Board Policy to the Policy Analysis Committee for review.

7.M. After the first pupil day, students at the elementary or middle school level shall not be transferred to or from a teacher's classroom without prior notice to the teacher.

7.N. Staff Involvement in Assignment Process: There shall be staff involvement in the course assignment process to reach solutions which shall be most beneficial to the students and be equitable to the staff.

7.O. Itinerant Employees: Schedule and/or duty assignments of employees who are assigned to more than one (1) school/site shall be arranged by the administrators/supervisors involved, in keeping with sound educational policies and/or for the betterment of the education program. Employees who may be required to use their personal automobile in the performance of their duties, and all itinerant employees, shall be reimbursed in accordance with Board Policy (DKC) for any miles traveled in excess of those normally traveled between home and work assignment at the rate authorized by the State. The location of the first work assignment of the day shall be the basis for determining the extra mileage in pursuit of their assigned duties. Each year a home base shall be assigned by the administration in writing.

7.P. No employee shall be required to administer medication or perform medical procedure(s) unless specifically hired for this purpose. All administration of medications shall follow Delaware Administrative Code, Title 14, Section 817.

7.Q. Clock Hour documentation shall be issued within thirty (30) calendar days of completion of District Professional development.

## **Article 8: Sick Leave and Personal Leave**

8.A. Employees shall be entitled to sick leave and personal leave as provided by State statute. Employees shall make every attempt to provide four (4) days' notice for usage of personal days. However, when circumstances do not permit four (4) days' notice, employees should provide notice as soon as possible. After submission of a personal day the District shall respond within three (3) days of the request.

8.B. In accordance with existing State regulations, a new employee with prior service in another Delaware state agency which permits sick leave accumulation shall have such leave transferred to his credit in the Lake Forest School District.

8.C. Employees shall be entitled to rights under Family Medical Leave Act (FMLA) based upon the District FMLA policy.

8.D. Any employee shall be entitled to reserve up to ten (10) days of sick leave/vacation leave upon completion of the FMLA period.

8.E. The District shall provide a Donated Sick Leave program in accordance with 14 Del. C §1318A and Lake Forest School Board Policy.

8.F. A physician statement certifying the medical justification for an employee's absence shall be requested for three (3) or more consecutive days' absence. Should there, however, be an attendance pattern which appears to suggest abusive use of sick leave days, an employee shall be notified in writing that a physician's note shall be required for all future absences that are to be charged to sick leave. This requirement shall be reviewed six (6) working months following such notification.

## **Article 9: Leaves of Absence**

9.A. Leaves of absence, including sick leave, personal leave, and absences for other reasons, shall be according to provisions of Title 14, Delaware Code, Chapter 13 and the Family and Medical Leave Act of 1993, as amended. The Association President shall be notified of changes in the law and their effects on this Agreement.

9.B. Requests for leaves of absence, except those which are granted by provisions of Title 14, Delaware Code, Chapter 13, and the Family and Medical Leave Act of 1993 may be granted at the option of the Board to employees on an individual basis. An applicant may meet with the Board for an explanation when a leave of absence has been denied.

9.C. All benefits to which an employee was entitled to at the time his Board approved leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return. The employee shall be assigned to the same or a similar position for which he is certified and/or qualified, unless otherwise provided for in Title 14, Delaware Code, Chapter 13.

9.D. All requests for leaves, extensions, or renewals of leave shall be in writing. A form for such

request shall be jointly developed by the Association and the District. Applicants shall be notified in writing of decisions within thirty (30) calendar days of receipt of application.

9.E. Any member of the Association who holds the office of President in the Delaware State Education Association shall be granted full leave of absence without pay in accordance with 14 Del. C. §1318 (k) and shall be returned to a position for which he is certified/qualified. Any extension of this leave shall be at the discretion of the Board.

9.F. At the end of an extended leave, an employee shall be assigned to the same or a similar position to the one from which leave was granted in accordance with his seniority.

9.G. Employees on Board approved unpaid leaves of absence shall be able to continue in Board sponsored group benefit programs at their own expense, provided the company providing the benefit agrees. Necessary arrangements shall be made by the employee through the appropriate department of the Central Business Office.

9.H. Unpaid leaves of absence granted by Board approval shall not constitute a break in service, but neither shall such leave time be credited toward seniority benefits, as set forth in this agreement. Upon written request, the Superintendent or designee shall notify, in writing, any employee with a break in service, listing dates and reasons for such listing.

9.I. Employees may be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Evidence of service shall be provided to the employer. If an employee is relieved from jury duty before the half day point or is not selected to serve, he is to report to work for the remainder of his regularly scheduled day. If relieved from jury duty after the half day point he is to contact his immediate supervisor and report if requested. The employer must be given the privilege to request the employee be excused by the courts if he feels the employee is an "essential employee". A combination of work and jury duty shall not exceed the employee's work hours.

9.J. Leave with pay shall be granted to one (1) delegate to participate in the annual National Education Association Convention and one (1) delegate to participate in Delaware State Education Association activities. Association days may be used for these purposes as outlined in Article 19. The cost of substitutes shall be provided by LFEA.

9.K. In addition to State-provided personal leave the District shall provide that when an employee is required to attend a legal proceeding as a party or is subpoenaed as a witness such absence shall not be charged against sick leave if:

9.K.1. The legal proceeding relates to school matters and the employee's presence as a party or witness is not caused by any fault or misconduct on the part of the employee as determined by the outcome of this proceeding; or

9.K.2. The legal proceeding involves a matter of public interest, as distinguished from a private dispute and the appearance of the employee as a witness in said proceeding may properly be considered to be discharge of a civic responsibility.

9.L. If an employee must miss time in connection with a Workers' Compensation claim, such leave shall be governed by applicable state law.

9.M. Employees shall receive time to attend the funeral of their current student, or current District employee. Employees shall notify the Superintendent or designee, of their intent to attend the funeral.

## **Article 10: Holidays and Vacations (Annual Leave) – 12 Month Employees**

### **10.A. Holidays**

10.A.1. All twelve-month employees shall be entitled to receive the following holidays and any other day or part thereof proclaimed by the Governor as a holiday. A printed holiday calendar shall be distributed at the same time the school calendar is distributed. The Columbus Day holiday shall be decided by the calendar committee in conjunction with staff input.

New Year's Day	1 Day
Martin Luther King Jr. Day	1 Day
Presidents' Day	1 Day
Good Friday	1 Day
Columbus Day	1 Day
Memorial Day	1 Day
Juneteenth (Emancipation Day)	1 Day
Independence Day	1 Day
Labor Day	1 Day
General Election Day	1 Day (Every two years)
Veterans Day	1 Day
Thanksgiving Day	1 Day
Day After Thanksgiving	1 Day
Christmas Day	1 Day

When a legal holiday falls on a Saturday, the prior business day shall be a legal holiday.

When a legal holiday falls on a Sunday, the next business day shall be the legal holiday.

10.A.2. Holiday Variations- Any employee who is required to work on a holiday shall be paid two and a half (2.5) times their regular rate of pay.

### **10.B. Vacations (Annual Leave)**

10.B.1. All twelve-month employees are entitled to vacation according to the following schedule:

10.B.1.a. Employees, except temporary, who have completed less than five (5) years of aggregated service with the State and/or District shall accrue annual leave at the rate of one and three quarters (1.75) days for each month of service, for a total of twenty-one (21) days per year;

10.B.1.b. Employees who have completed from five (5) years up to 10 years of aggregated service with the State and/or District shall therefore accrue annual leave at the rate of two (2) days for each month of service, for a total of twenty-four (24) days per year;

10.B.1.c. Employees who have completed ten (10) years or more of aggregated service with the State and/or District shall thereafter accrue annual leave at the rate of two and one-quarter (2.25) days for each month of service, for a total of twenty-seven (27) days per year.

10.B.1.d. Persons employed on or before the 15<sup>th</sup> of the month shall receive full credit for that month. Persons resigning after the 15<sup>th</sup> of the month shall receive full credit for the month.

10.B.1.e. Vacation time used shall be charged in half hour (.5) increments.

10.B.1.f. Annual leave may be used by eligible employees at time of employee's choosing, subject to the following conditions:

10.B.1.f.1. All vacation requests should be submitted at least four (4) days in advance, except in case of emergency, and approved by the immediate administrative supervisor(s). The district shall respond to a vacation request within three (3) working days of receipt, with the exception of requests for vacation during Winter Break, Spring Break and the months of June, July and August. Vacation time may not be denied either capriciously or arbitrarily.

10.B.1.f.2. Where more than one (1) employee requests the same vacation date(s) and work scheduling demand reasonably prohibit all requesting employees from being absent at the requested time, vacation shall be granted on a rotating basis, beginning with the employees having the greatest District seniority. When it is necessary to limit vacation requests as outlined above, the Administrator shall determine how many employees, and what type of employees, are needed on the day(s) in question. Employees shall not be denied vacation or personal leave on Christmas Eve and the day after Christmas. An employee who elects to work on such days understands that Article 4.H. does not apply. Requests for vacation during Winter Break must be submitted no later than October fifteenth (15<sup>th</sup>) of the same year of the Winter Break vacation request. Requests for vacation during Spring Break must be submitted no later than January fifteenth (15<sup>th</sup>) of the same year of the Spring Break vacation request. Requests for vacation for five (5) or more consecutive days during June, July and August must be submitted no later than March thirtieth (30) of the same year of the June, July and August vacation request. The District shall respond to the above requests within five (5) working days of each submission deadline. Requests submitted after the deadline

dates shall be considered on a first come first serve basis with the approval at the discretion of the supervisor.

10.B.1.f.3. No custodian may take annual leave two (2) weeks prior to the first teacher day without the building principal's approval.

## **Article 11: Employee Benefits**

### **11.A. Employee Tuition Reimbursement Program**

The purpose of this program is to encourage all employees to continue their personal education in order to advance current degrees, build knowledge of content and strategies, or maintain/obtain certifications in skill/based positions and other career advancement programs.

#### **11.A.1. Eligibility**

Any employee in the district who works twenty (25) or more hours per week shall be eligible for tuition reimbursement. For DECC employees only those employees in those positions established as salaried employees are eligible for reimbursement based upon availability of the program funds.

#### **11.A.2. Description**

Upon proof of successful course/program completion, eligible employees may be reimbursed the cost of tuition for pre-approved courses/program at the lesser of actual tuition paid or the Wilmington University rate per credit hour. Courses/program must be pre-approved by the Principal (or appropriate supervisor) and the Human Resources Director. Additionally, courses/programs must relate either to the field of education or to the employee's field of employment. On-line courses accepted by DOE shall be included for consideration for reimbursement. Reimbursement shall only be made for tuition costs upon successful completion of the certification program for that which is not reimbursed by the State of Delaware. Registration fees, sustaining fees, books, and other costs are not reimbursable for continuing education.

#### **11.A.3. Limits and Ceilings**

Only those courses/programs with a completion date between July 1 and June 30 of a given fiscal year can be grouped together to equal the employee's annual maximum of twelve (12) credits of reimbursement allowed or cash equivalent of twelve (12) credits. Additionally, total reimbursements to all employees covered as a group through the contract shall be limited to \$50,000 local funds per year plus state funding for tuition reimbursement. In addition, CNS employees shall be eligible for a total of \$3,000 per year as a group to be paid from CNS funds. DECC employees shall be eligible for tuition reimbursement at an amount determined annually by the DECC administrator based upon availability of funds.

#### 11.A.4. Reimbursement Procedures

Employees shall submit reimbursement requests to the Central Business Office. Payments for student loans will be paid directly to the lending institution. Each reimbursement request must contain (a) proof of successful course completion (grade slip or other school document showing a grade of at least "C" or "Pass" if on a Pass/Fail grading system, or a certificate for other programs), (b) proof of payment (original itemized receipt proving payment to the program), and (c) a copy of the above specified course pre-approval document. Reimbursement requests must arrive at the Central Business Office by January 15th and July 15th of the respective year. The Central Business Office shall process reimbursements two (2) times per year February 15<sup>th</sup> and August 15th. Payments shall be processed within thirty (30) calendar days. The first one half of the total funding prescribed shall be prorated among the eligible employees who complete their courses before January 1<sup>st</sup>. The second one half shall be prorated among eligible employees who complete their courses or programs prior July 1<sup>st</sup>. In the event that funds remain in any period, the district shall reallocate those funds to reimburse eligible employees who did not receive full reimbursement throughout the year. The following table sets out the reimbursement timetable:

<u>Months</u>	<u>Turn In Deadline</u>	<u>Reimbursement Due</u>
July through December	January 15 <sup>th</sup>	February 15 <sup>th</sup>
January through June	July 15th	August 15 <sup>th</sup>

All paperwork must be submitted by the above specified session/semester deadline dates with the exception of grade verification if not available. Failure to do so shall result in non-reimbursement. Grade verification must be submitted by the reimbursement date. All new employees will be eligible for reimbursement at half the approved amount with the remaining amount to be paid out after completing 2 years of service. Employees with 2 or more years of service within district will be eligible for the approved amount of reimbursement.

11.B. Short-and long-term disability programs are provided pursuant to the State of Delaware guidelines.

11.C. Employee identification badges shall be utilized for granting free admission for the employee and one guest to all regularly scheduled student performed athletic, drama, and musical events sponsored by the District.

11.D. The Board shall pay for the extended benefits, up twenty (20) dollars limit per month on each member's individual, state approved group health insurance. In addition, this benefit shall be allowed for all employees to use towards purchasing state approved dental and vision insurance.



11.E. Child Nutrition employees shall receive an annual uniform reimbursement up to a total of \$85 per employee. This reimbursement shall cover closed shoes with non-skid soles. This reimbursement shall be distributed upon submission of receipts to the Child Nutrition Services Office within thirty days of purchase. The Child Nutrition Services Program shall provide to each new employee hair nets, five (5) matching tops and pants of appropriate size. By the first teacher day of each succeeding year, the Child Nutrition Services Program shall provide one (1) additional tops and pants as described above. Employees hired after the beginning of the year shall be provided with the tops and pants within 30 calendar days of completing their probationary period. Uniforms shall be worn on days when students are served meals. Prior to the beginning of each school year, two representatives from Child Nutrition Services shall meet with the Child Nutrition Services Supervisor to discuss the design and materials for the uniform tops and pants. The representatives shall be appointed by the Association. With manager approval staff may wear other shirts on special days. The Child Nutrition Services Supervisor shall have final approval of the uniform selections.

11.F. The District shall provide to each new custodian six (6) uniform shirts of the appropriate size. By the first teacher day of the succeeding year, the District shall provide two (2) additional shirts as described above. Custodians hired after the beginning of the year shall be provided with the shirts within thirty (30) calendar days of completing their probationary period. The shirts or approved school logo wear shall be worn when students are present OR when school is in session in that building.

11.F.1. The District shall provide each new Tech Service Engineer 5 uniform shirts (3 polo and 2 long sleeve) of the appropriate size. By the first teacher day of each school year, the District shall offer two (2) additional shirts as described above. Tech Service Engineers hired after the beginning of the year shall be provided with the shirts within 30 calendar days of completing their probationary period. The shirts or approved school logo wear shall be worn when students are present or when school is in session in that building.

11.G. Upon the retirement of a Lake Forest School District employee, the Board agrees to compensate the employee at a rate of \$30.00 per day up to and including fifty (50) additional days beyond the state accumulated sick leave pay-off. However, an employee who elects to use accumulated days to purchase pension credit cannot collect such compensation for same days.

11.H. Employees shall receive a stipend of \$750 upon notification on or before January 15th of their retirement at the end of the current school year for professional staff or upon six (6) months' notice prior to retirement during the calendar year for ESP staff. Employees shall receive a stipend of \$250 upon notification on or before March 1st of their retirement at the end of the current school year for professional staff. Written notification must be sent to the Personnel Director.

11.I. Employees shall have free access to the Aquatics and Fitness Center at times designated by the district. Employees are not permitted to utilize the facility during their work hours/breaks or when students are utilizing the Centers for class.

## **Article 12: Employee Evaluation-All employees [except where noted]**

12.A. The purpose of employee appraisal is to assess performance so that the quality of performance can be improved, professional development activities can be prescribed, and a foundation for administrative decisions can be developed.

12.B. Employee evaluation is based on observation and on the monitoring of the employee's performance. Observations shall be conducted openly, and with full knowledge of the employee, and with discretion and appropriate judgment of the supervisor(s).

12.C. All official evaluations shall be conducted by the employee's immediate supervisor. In case of emergencies, observations/lesson analyses and evaluations may be conducted by other trained administrative personnel when designated to do so by the Superintendent or designee. If this should occur, the Association President shall be notified.

12.D. Observations which might be used in an advisory or instructive manner which have not been shared in writing with the employee shall not be used as part of a formal evaluation.

12.E. Audio taping, videotaping, and peer observation shall be voluntary, confidential, used in an instructive manner only and shall follow 14 DelC. §4121. The techniques of audio taping, videotaping, and peer review shall not be used as evidence.

12.F. For 10-month employees, formal written observations and or summative evaluations shall begin no earlier than the 11<sup>th</sup> day of school and be completed no later than May 31st of each school year. No employees shall be formally evaluated on a day preceding a legal holiday or on a day preceding or following the Winter and Spring breaks. This shall not be construed as relieving the Administration of the responsibility of monitoring activity by making informal visits at any time during the year.

12.G. Included in the written observations and evaluations shall be specific comments on the strengths and weaknesses of the employee and specific recommendations for improvement in the employee's performance when appropriate. Evaluators shall include positive comments to recognize above average employee performance.

12.H. Teachers

Evaluation of the professional performance of teachers shall follow the guidelines of the most current teacher evaluation system approved by the Department of Education.

12.H.1. Evaluation of the performance of certified employees shall follow the guidelines of the approved evaluation system of the Delaware Department of Education. Therefore, certified employees shall be observed by a credentialed observer. The employee shall electronically acknowledge the evaluation report to indicate awareness of the contents of the evaluation report. The acknowledgment shall mean only that the report has been seen and discussed; it shall not indicate agreement or disagreement with the report.

12.H.2. Should certified employees wish to write a statement concerning the evaluation, whether the employee agrees or disagrees, and such statement shall be included with the report. Within fifteen (15) working days of receipt of an observation or evaluation report, the employee may respond in writing. The written response shall be attached to the evaluation report and placed in the personnel file. However, the evaluation is the official document and, unless changed by the evaluator, is the formal assessment of the Employee's performance in the areas covered by the report.

12.H.3. Temporary teachers shall be evaluated at least once annually.

12.I. Education Support Employees –

Evaluation of ESP employees shall follow the guidelines of District. The forms shall be mutually developed/revised.

12.I.1. New employees and those changing job responsibilities shall be briefed by their immediate supervisor regarding evaluation criteria within thirty (30) days of their start date.

12.I.2. Observation and evaluation shall be conducted by Administrative or supervisory personnel of the District who have been trained in proper observation and evaluation techniques. Under no circumstance shall peer observation be used as part of an individual's formal evaluation.

12.I.3. Each new employee shall have a minimum of one (1) evaluation by his immediate supervisor within the sixty (60) calendar day probationary period. Thereafter, a minimum of one (1) annual evaluation shall be conducted. Evaluations shall only include observations of performance since the last evaluation or, in the case of new employees, the date of hire.

12.I.4. An official evaluation for employees is based on the observable performance and monitoring of the individual. Employees should be fully knowledgeable that this is a continuous and openly-conducted process as the employee performs the job expectations on a day-to-day basis.

12.I.5. The employee and the evaluator must have a face-to-face conference to discuss any report of observation or evaluation. The completed observation or evaluation report shall be submitted to the employee within five (5) working days following the conference.

12.I.6. At the scheduled face-to-face conference, and after review of the observation or evaluation report, the employee must sign the report and retain a copy. The employee's signature shall indicate that the employee has seen and discussed the report. Signature by the employee shall not mean that the employee agrees or disagrees with the contents of the report. Refusal to sign any evaluation report shall be noted in writing by a second Administrator.

12.I.7. Within fifteen (15) working days of the face-to-face conference, the employee may respond in writing. The employee shall submit a copy of the written response to the evaluator

who prepared the report. The evaluator shall attach the response to the observation or evaluation report for inclusion in the employee's personnel file.

12.I.8. For twelve (12) month employees, formal written evaluations shall be completed no later than June 30. No employee shall be formally evaluated on a day preceding a legal holiday.

12.I.9. An individual improvement plan shall be triggered by an evaluation in which any category is deemed "unsatisfactory" or "needs improvement." The Administration shall provide assistance to rectify such difficulties and sixty (60) working days shall be allowed for the improvement.

### **Article 13: Personnel Records**

13.A. The official personnel file of each employee shall be kept in the Central Business Office in locked, fireproof cabinets and shall be the basis for personnel actions affecting employees. Additional personnel records shall be secured. DECC personal files are secured on site.

13.B. Upon written request to the Personnel Director, employees may examine, in the presence of a District administrator, all material in that employee's official personnel file and may be accompanied by a member of the Association during the examination.

13.C. An employee shall be permitted to have material in his file reproduced. Such reproduction shall be done in the Central Business Office and the employee shall pay the actual cost of the reproduction.

13.D. No information of a critical or evaluative nature shall be placed in an employee's official personnel file until that employee has had an opportunity to examine that material. The employee shall acknowledge having had the opportunity to examine that material by affixing his signature to the file copy with the understanding that such signature does not necessarily indicate agreement with the contents. At the time that the above action occurs, the employee shall receive a copy of the information being placed in the file. The employee shall also have the right to submit a written answer to the material and his answer shall be attached to the file copy.

13.E. Anyone wishing to examine a personnel file for administrative reasons and authorized by the Superintendent or designee to do so must notify the custodian of the file and record his name, date, and reason for examination on the form provided as part of the file. Supervisory personnel in the employee's management chain can have/or be granted access to review of individual personnel files.

13.F. Nothing shall be removed from the official personnel file, except as provided through this agreement. Information must be filed for at least three (3) years unless documented otherwise. Upon written request to the Personnel Director, an employee may examine his personnel file and designate information which he feels should be discarded as obsolete or inappropriate to retain. Such information shall be reviewed jointly by the employee and the Superintendent or designee and shall be destroyed upon mutual agreement.

13.G. Final evaluation of an employee upon termination of his employment shall be concluded prior to severance and no documents or other material of an evaluative nature shall be placed in the personnel file of that employee after severance unless he specifically gives permission to do so.

## **Article 14: Employee Assignment**

### **14.A. Notification**

#### **14.A.1. Teachers**

14.A.1.a. Teachers shall be notified in writing of any change in assignment and/or room assignment for the ensuing year no later than May 31. In the event that a position(s) which is filled by a permanently contracted teacher is to be eliminated, transferred, or changed, the affected teacher(s) shall be so notified on or before May 15 and the teacher(s) shall be processed through the Reduction In Force provisions of Article 17. Prior advance discussion shall take place prior to receiving the reassignment notification letter. High School teachers shall receive a tentative course list by August 1<sup>st</sup>.

14.A.1.b. If a change in assignment or room assignment is to occur between the last pupil day and the first pupil day of the forthcoming year, notification shall be mailed and a personal phone call placed to the teacher and he shall be given fifteen (15) calendar days to respond to the proposed change. Such change shall be in accord with the provisions of Article 16 governing transfers. In the event of a room reassignment the district shall provide reasonable custodial assistance to facilitate such a move.

14.A.2: Operational employees (CNS, custodian, maintenance) may be reassigned to another location at the initiative of the District to ensure building operational teams function effectively. Such reassignments shall be made only after a conference between the employees involved and the District occurs. Reassignments shall not occur for arbitrary and capricious reasons.

### **14.B. Assignment Criteria**

#### **14.B.1. Teachers**

In order to assure that teachers work within their areas of competence, teachers shall be assigned within the area of their teaching certification and/or their major or minor fields of study unless unusual scheduling problems arise. If a teacher must be scheduled outside his area of certification:

14.B.1.a. A consultation with the principal shall take place before the scheduling is finalized.

14.B.1.b. Procedures suggested by the Department of Education for partial teaching assignments shall be followed.

- 14.B.1.c. The teacher shall be notified promptly in writing with reasons for the change.
- 14.B.1.d. The scheduling shall be considered as an involuntary transfer.
- 14.B.1.e. The teacher shall have preference over other teachers in regard to being scheduled into his major area of certification when a vacancy occurs.

#### 14.B.2. Education Support Employees

14.B.2.a. Employee's designated duties within their specific employment categories of custodian, secretary, paraprofessional or Child Nutrition Services shall be assigned in as fair and equitable a manner as possible.

14.B.2.b. Employees assigned to Crossing Guard duties shall be properly trained and provided adequate equipment/outer wear.

### **Article 15: Notification of Vacancies**

15.A. Notices for all vacancies, including Athletic Appendix B, shall be posted on the District Employment Website for (five) 5 working days. Upon agreement between the Association President and the Superintendent or their designees, the posting period for vacancies may be extended or reduced.

Vacancy notices for all positions shall be emailed to all staff the day they are posted by the Personnel Office.

15.B. The written vacancy notice shall contain:

- 15.B.1. Posting date (The date notices are posted in each building)
- 15.B.2. Closing date (excluding reposts)
- 15.B.3. Type of vacancy by employment category
- 15.B.4. Description of duties
- 15.B.5. Location
- 15.B.6. Starting date
- 15.B.7. Qualifications
- 15.B.8. Salary range
- 15.B.9. Permanent or temporary
- 15.B.10. Other relevant information

15.C. Any position that increases in time by more than thirty minutes a day and/or results in benefits being granted shall be posted in accordance with the procedure outlined in Section B of this article.

### **Article 16: Filling of Vacancies- All Employees**

#### 16.A. Definitions

16.A.1. Voluntary Transfers – shall be those transfers, requested by the employee, to a vacant and posted position within their area(s) of certification. In the case of ESP's, the voluntary transfer is to the same job classification.

16.A.2. Involuntary Transfers – shall be those transfers caused by the elimination of a position, program change, or shift in enrollment. An employee who is involuntarily transferred shall not be transferred to a position with fewer hours unless no other position is available.

16.A.3. Reassignment shall be defined as any change in an employee's work assignment within his current building/worksite.

16.A.4. In-district applicants shall be defined as employees with a minimum of one (1) school year of service in the Lake Forest School District.

#### 16.B. Application

16.B.1. Any Employee interested in a voluntary transfer must complete the district online application and apply for each posted vacancy.

16.B.2. Should a teacher vacancy occur after the first student day, the procedure outlined in Article 16.C. shall take place and the employee to be transferred shall be placed in the position no later than the beginning of the following school year provided that position still exists.

16.B.3. A vacancy shall be filled through voluntary transfer before an involuntary transfer takes place.

16.B.4. All employees must apply to the internal posting category.

#### 16.C. Nomination and Selection of Candidates

16.C.1. Hiring of teachers may take place at local Job Fairs, with the condition that one (1) high school, one (1) middle school and two (2) elementary school teachers (sent at Association expense) may accompany the administrator and shall be part of the selection process. These newly-hired employees shall be unassigned until all transfer and selections as outlined below have taken place.

16.C.2. For all posted positions, a Building Selection Committee (minimum of four) shall be selected by the principal/supervisor and be composed of an equal number of supervisors and employees appropriate to the position being filled. Each committee shall also have a LFEA Building Representative appointed and all efforts to add under represented population. During the summer months (i.e. after the last day of school and before the first teacher day of the following year) efforts shall be made to fulfill the committee requirements above.

16.C.3. Qualified in-district applicants shall be granted an interview. However, the hiring administrator may deny an interview if an applicant has been on an improvement plan within the past two (2) years, or received a letter of reprimand or disciplinary action within the past three (3) years, or has been interviewed for the same or similar position by the same hiring administrator within the past twelve (12) months.

16.C.4. Prior to any interview, members of a committee shall meet and:

16.C.4.a. Jointly review and accept the questions to be asked in an interview with each candidate.

16.C.4.b. Identify the objectives to be accomplished during an interview

16.C.4.c. Review the standardized interview guidelines

16.C.5. Within ten (10) calendar days following the closing date of a vacancy, the committee shall interview the candidates.

16.C.6. All committee members have a free voice without fear of reprisal.

16.C.7. Following completion of the interview, the Building Selection Committee shall:

16.C.7.a. Jointly agree upon the candidate whom the committee shall recommend

16.C.7.b. If the committee cannot agree upon a single candidate, the committee may schedule a follow up interview or the position shall be reposted.

16.C.7.c. If the internal candidate is not selected, a phone call of explanation shall be made by the hiring administrator.

16.C.8. Filling the Vacancy: The Board shall make the final approval of the candidate who is to fill the vacancy.

16.C.9. All employees on the interview committee outside of normal working hours shall be compensated at extra service hourly rate.

#### 16.D. Involuntary Transfers

16.D.1. No later than May 15 for teachers or June 1 for Educational Support Personnel, notice of proposed position/program eliminations shall be given to the affected employee(s). Emergency transfers may occur as a result of student enrollment shifts at any time.

16.D.2. If an involuntary transfer is necessary, the least senior employee in that building and affected job category shall be transferred first.

16.D.3. An involuntarily transferred employee shall be given the option to return to his former assignment from which the employee was involuntarily transferred when the assignment becomes available, if: (a) within ten (10) days of being involuntarily transferred the employee submits a written request to be returned; and (b) the vacancy occurs before the first student day. If the position becomes available after the first student day, the employee shall be placed in the position no later than the beginning of the following school year provided that position still exists.



## **Article 17: Termination, Layoff and Recall**

### **17.A. DECC Employees Only**

17.A.1. The association agrees that DECC employees, excluding those funded by Division I Units, are temporary hires beginning with the start date of each employee as listed in the current year board resolution and continuing through the end date of each employee as listed in the current year board resolution with continuous employment through each employee beginning and ending dates contingent upon funding.

17.A.2. The temporary status shall not affect seniority when considering call back of employees.

### **17.B. General**

17.B.1. Falsification in the application process by any employee shall result in immediate termination if substantiated.

### **17.C. Teachers –Termination/ Reduction in Force**

17.C.1. Termination of services of all certified employees shall be in accordance with Title 14, Delaware Code, Chapter 14, as amended.

17.C.2. Termination of all certified employees for purpose of Reduction in Force shall be in accordance with Title 14, Delaware Code, Chapter 14, as amended and the following procedure.

#### **17.C.3. Layoff**

17.C.3.a. If a reduction of teaching positions is necessary beyond normal attrition, the Superintendent or designee shall determine the number of positions that shall be reduced for the coming year by building, and shall apprise the Association President prior to staff notification.

17.C.3.b. Teacher(s) with the least seniority (as defined in 17.C.4 below) in the affected position(s) (field/area) and area(s) of certification throughout the District shall be subject to layoff. Layoffs shall occur in reverse order of seniority.

#### **17.C.4. Seniority**

17.C.4.a. The term "seniority" as used anywhere in this Agreement for teachers, shall be defined as the number of most recent continuous years teaching in the Lake Forest School District. Should there be a tie in seniority, the following criteria shall be used in the order enumerated as tiebreakers:

1. Total length of service in the district
2. Educational level (D, M+60, M+45, M+30, M+15, M, B+45,

- B+30, B+15, B) as currently approved by DOE;
3. National Board-Certified Teacher or National Certified Specialist.
  4. Total length of service in public and private schools in Delaware:
  5. Total length of service; and
  6. Lottery.

17.C.4.b. Teacher RIF/Seniority lists for Delaware Early Childhood (DECC) teachers and regular District teachers shall be provided to the Association every year no later than March 1 in draft format and final copy to be received by April 15th. The Association shall be notified of all new hires, terminations, and transfers as they occur.

17.C.4.c. Part time teachers shall not appear on the district seniority list unless they move to a full-time position. They would then receive credit for half of their years of service.

17.C.4.d. An employee shall lose his seniority and all rights thereto under this Agreement for the following:

17.C.4.d.1. Resignation or discharge for just cause (and the discharge is sustained)

17.C.4.d.2. Retirement

17.C.4.d.3. Failure to return to work from a leave of absence or failure to notify the District of intent to return to work within the specified time requirements shall be considered a voluntary resignation.

17.C.4.d.4. Failure to respond to proper recall notice.

17.C.4.d.5. Call Back – If a current employee is rified he shall be called back to a position in an area for which he is certified when a vacancy exists.

#### 17.D. Education Support Personnel – Termination/Reduction in Force

17.D.1. Reasons for termination: Termination at the end of the school year shall be for one (1) or more of the following reasons: immorality, misconduct in position, incompetency, disloyalty, neglect of duty (including abandonment of position for three or more days), willful and persistent insubordination, a reduction in the number of employees required as a result of decreased enrollment or a decrease in education services. The Board shall have the authority to suspend any employee pending a hearing if the situation warrants such action.

17.D.2. Termination of any employee's services during the school year shall be for one (1) or more of the following reasons: immorality, misconduct in position, incompetency, disloyalty, neglect of duty (including abandonment of position for three or more days), willful and persistent insubordination, a reduction in the number of employees required as a result of

decreased enrollment, or a decrease in education services. Such employee shall be given the same opportunity to be heard and right of appeal as provided in D-3, D-4 below. The Board shall give notice in writing to such employee of its intention to terminate his services at least five (5) working days prior to the effective date of termination. Written notice shall state the reason(s) for termination of services. The Board shall have the authority to suspend without pay any employee pending a hearing if the situation warrants such action.

17.D.3. Notice of termination: In the event that an employee fails to request a hearing, as herein provided, the aforesaid notice of intent to terminate services shall be construed as a notice of termination.

17.D.4. Hearing by terminating Board:

17.D.4.a. Any employee receiving notification of the Board's intent to terminate services may, within ten (10) calendar days of receipt of written notice, request in writing an opportunity to be heard by the terminating board. The Board shall set a time for such hearing to be held within twenty (21) calendar days after the date of receipt of said written request. The Board shall give the employee at least fifteen (15) calendar days' notice in writing of the time and place of the hearing. A majority of Board members shall conduct the hearing, which shall be confined to the reason(s) stated in the board's notice of intention to terminate the employee's service. The conduct of the hearings and rules of procedure as may be found necessary shall be left entirely to the discretion of the board provided that:

17.D.4.a.1. The employee shall have the option to indicate whether or not he wishes the hearing to be public, by so stating in his written request for a hearing; otherwise, the hearing shall be private;

17.D.4.a.2. The employee may be represented by counsel;

17.D.4.a.3. The employee and the Board may subpoena witnesses. Subpoenas shall be issued by the secretary of the Board upon written request. Such subpoenas shall be directed to the sheriff of the county where the witness resides or is employed within the State. Upon service of such subpoena, the witness shall be compelled to appear, subject to the same penalties for failure to appear that govern subpoena proceedings before the Superior Court of the State;

17.D.4.a.4. The employee and the Board and counsel for each may cross-examine witnesses;

17.D.4.a.5. Testimony before the Board shall be under oath;

17.D.4.a.6. The testimony to be heard shall be confined to the reason(s) stated in the written notice of intent to terminate service. Any evidence shall be admissible during the hearing which is adjudged by the Board to be pertinent to

the reason(s) contained in the written notice which the employee received and which stated the reason(s) for dismissal;

17.D.4.a.7. A stenographic record of the hearing shall be taken and prepared by a qualified court stenographer and paid for by the Board, and shall be supplied to the employee and the Board within ten (10) calendar days following the conclusion of the hearing;

17.D.4.a.8. The decision of the Board shall be submitted in writing to the employee within fifteen (15) calendar days following the conclusion of the hearing;

17.D.4.a.9. If the decision is in favor of the employee, he shall be fully reinstated and shall receive all salary lost as a result of his temporary dismissal or suspension.

17.D.4.b. Any provision of this article to the contrary notwithstanding, the Board may designate a hearing officer to conduct the hearing prescribed by 4-a of this section under rules and regulations promulgated by the Board. The hearing officer shall submit a report with a recommendation to the Board, within five (5) calendar days of the conclusion of the hearing, which shall become part of the record. A majority of the Board shall convene to review the records of the proceedings and, within fifteen (15) calendar days of the hearing before the hearing officer, shall submit to the employee its decision in writing.

#### 17.D.5. Layoff

17.D.5.a. If a reduction in force is necessary beyond normal attrition, the Superintendent or designee shall determine the number of positions by building and employee job classification and category that shall be reduced, as well as the date by which such reductions are needed, and shall apprise the Association President of this information fifteen (15) calendar days prior to the effective date of the reduction and no later than June 1 if such reduction(s) are for the ensuing school year.

17.D.5.b. Employee(s) with the least seniority in the affected job classification(s) and category of the position to be reduced shall be subject to such layoff provided that a category with fewer hours and or lower pay scale within that classification does not exist. If a category with fewer hours and or lower pay scale within that classification does exist, the reduction in force shall occur in the next lower category provided that the employee identified for the reduction in force in the next lower category has less seniority than the employee identified for the reduction in force in the higher category. If the employee identified for the reduction in force in the next lower category has more seniority than the employee identified for reduction in force in the higher category, the reduction in force shall move to the next lower category. In no circumstance can an employee increase his hours or move to a higher pay scale as a result of a reduction in force.

17.D.6. Seniority

17.D.6.a. The term "seniority" as used anywhere in this Agreement for ESP shall be determined by most recent continuous work experience within the Lake Forest School District. Should there be a tie in seniority, the following criteria shall be used in the order enumerated as tiebreakers:

1. Total length of service in the district
2. Total length of service in public and private schools in Delaware;
3. Total length of service; and
4. Lottery.

17.D.6.b. Education Support Personnel seniority lists shall be provided to the Association every year no later than March 1 in draft format and final copy to be received by April 15th. Such lists shall be separated by the following categories:

<u>CLASSIFICATIONS</u>						
	<u>SECRETARIAL</u>	<u>BUILDING SERVICE WORKER</u>	<u>INSTRUCTIONAL PARAPROFESSIONAL</u>	<u>CLERICAL/SERVICE PARAPROFESSIONAL</u>	<u>CHILD NUTRITION SERVICES</u>	<u>TECHNOLOGY SERVICE ENGINEER</u>
<u>CATEGORY</u>	<u>Financial Secretary</u>	<u>Maintenance Mechanic</u>	<u>7.5 Hours</u>	<u>7.5 Hours</u>	<u>Cook/Baker By Hours</u>	<u>General</u>
	<u>Senior Secretary</u>	<u>Custodian</u>	<u>7 Hours</u>	<u>7 Hours</u>	<u>Lead Worker By Hours</u>	
	<u>Secretary</u>		<u>6.5 Hours</u>	<u>6.5 Hours</u>	<u>General Worker By Hours</u>	
	<u>Clerk</u>		<u>6 Hours</u>	<u>6 Hours</u>		
			<u>5.5 Hours</u>	<u>5.5 Hours</u>		
			<u>5 Hours</u>	<u>5 Hours</u>		

The Association shall be notified of all new hires, terminations, and transfers as they occur.

17.D.6.c. An employee shall lose his seniority and all rights thereto under this Agreement for the following:

17.D.6.c.1. Resignation or discharge for just cause (and the discharge is sustained)

17.D.6.c.2. Retirement

17.D.6.c.3. Failure to return to work from a leave of absence or failure to notify the District of intent to return to work within the specified time requirements shall be considered a voluntary resignation;

17.D.6.c.4. Failure to respond to proper recall notice.

#### 17.D.7. Probationary Period

17.D.7.1. New employees shall serve a probationary period of sixty (60) calendar days which may be extended by mutual agreement by the administrator and the employee.

17.D.7.2. Upon satisfactory completion of the probationary period the employee's seniority shall be established as the date of hire.

#### 17.E. Recall - All Employees

17.E.1. Following identification of vacancies, employees shall be recalled by employment category and certification/qualification in the inverse order of layoff, provided they are qualified to perform the duties of the job to which recall is being made and shall receive the salary of the category to which they are recalled. In no circumstance can an employee increase his hours or move to a higher pay scale as a result of recall.

17.E.2. Notice to recalled employees shall be by certified mail, return receipt requested. When notification takes place prior to August 1, an employee on the recall list shall respond within fourteen (14) calendar days of receipt of the recall notice. When notification is issued on or after August 1, the employee shall be notified personally by telephone and by certified mail, return receipt requested. Such employee shall respond within five (5) calendar days of receipt of the certified letter.

17.E.3. Employees who are eligible for recall must keep the Central Business Office informed in writing, of any changes in their address and telephone number.

17.E.4. Employees who are laid off shall be automatically placed on the recall list for a period of two (2) years. Time lost by an employee laid off under the provisions of this Article shall be considered to interrupt continuous service, for the computation of seniority.

17.E.5. An employee on the recall list who exercises his seniority by accepting a temporary or part-time position or position of fewer hours shall not surrender his right to a permanent position or one of the same number of hours held prior to Reduction In Force. The employee shall remain at his appropriate position on the recall list.

17.E.6. Employees who have been dismissed for any reason other than reduction in force are not subject to provisions of recall.

17.E.7. If more than one (1) employee within an employment category with the same number of hours are recalled at the same time, the employee recalled with the most seniority shall be granted his choice of positions available for which he is qualified.

17.E.8. Refusal by an employee to accept a recall position within the time identified in Section E.2 of this Article and then to report to work within ten (10) calendar days of that decision, as applicable, shall relieve the Board of further obligation to offer re-employment.

17.E.9. Employees on Board-approved leaves of absence shall be subject to the layoff provision of this Article.

17.E.10. Nothing in this Article shall apply to individual(s) on a temporary contract or in any way serve to extend the employment of such individual(s) except as provided in Section 6 above.

17.E.11. Copies of correspondence relative to the provisions of this Article shall be sent to the Association President.

## **Article 18: Summer Programs**

18.A. No later than thirty (30) calendar days prior to the beginning of summer programs an informational meeting shall be held with the appropriate building and district administrators and employees chosen by the Association.

18.B. All openings for positions in summer programs shall be posted by the Superintendent or designee at least fifteen (15) calendar days prior to the application deadline, except in case of emergency.

18.C. No vacancies shall be filled by persons outside the District until all properly qualified applicants from the District have been hired. Employees requesting a position working summer program must be satisfactory on their most recent evaluation.

18.D. All the provisions of this Agreement, except salary, shall apply to employees holding positions in summer programs. The Administration shall monitor classroom activities by making informal visits during the duration of said programs.

## **Article 19: Association Rights**

19.A. The Board agrees to provide the Association, upon request, all available public information concerning financial resources of the District and minutes of all Board meetings and reports which are issued on a yearly basis. Association President requests for additional information, statistics, or records shall be referred to the Superintendent or designee for approval/disapproval.

19.B. The Board shall make available for employee and Association reference on the district website, current copies of the Board's policies and District-wide administrative regulations. Amendments shall be posted on the district website within one month of Board approval.

19.C. A copy of the Board agenda, minutes, and attachments shall be made available to the Association President at the same time those items are sent to Board members.

19.D. The Association President and the Business Office Staff shall exchange an annual roster of Association members by October 31st. All employees shall be supplied with a District Personnel Directory annually. Members of the Lake Forest Education Association

Representative Assembly receive an additional copy of this directory.

19.E. The Association and its representatives shall have the right to use school buildings during reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of such meetings whenever possible. The Association representative must also file the appropriate building-use forms with the Central Business Office.

19.F. Duly authorized representatives of the Association and their respective affiliates shall have the right to transact official Association business on school property after the work day, provided that it does not conflict with previously scheduled meetings.

19.G. The Association shall have the right to use school facilities and equipment located in the classrooms or employee work areas, including computers and any District copy equipment when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies used and for any repairs necessitated as a result of inappropriate or abusive use.

19.H. The Association shall have bulletin board facilities with up to 4' X 8' dimensions in each school building for its exclusive use. On request, the Association may be assigned space on the bulletin board in the main office for notices.

19.I. The Association shall have the right to use the inter-school mail facilities, school mailboxes and email system for LFEA Official Business.

19.J. The Association shall inform each District Administrator prior to August 1st, the designated day of the month that shall be reserved for the Association to conduct its business for the coming school year. The Administration shall not schedule any meetings that may interfere with such Association meetings on these days, except in case of emergency as declared by the Superintendent or designee. All members involved in these meetings may leave their respective buildings at the end of the student day to attend such meetings.

19.K. The Association shall have the right to hold a general meeting of one (1) hour on a professional development day when all district personnel are at a central location designated for meetings prior to the opening of school.

19.L. The Association President and/or designee(s) shall have a combined total of ten (10) out of district days per year, (with additional days if approved upon request), "release time" to conduct Association business, as determined by the Association. The District shall pay the President's and/or designee's salary; the Association shall pay the District for hiring substitutes.

19.M. The rights and privileges granted to the Association in this Article shall not be granted to any other organization, as the Association is recognized as the exclusive representative of the employees.

19.N. The Association shall have the right to hold a meeting sixty (60) minutes in length with all new hires during New Teacher Orientation days at time mutually agreed upon by the Association and the District.



19.O. The Personnel Department shall inform the Association Membership Chair of all new hires as they occur.

#### **Article 20: Liaison Committees**

20.A. The Association shall select a Liaison Committee for each school/site. The Committee shall have representation of four (4) to eight (8) employees. The Liaison Committee makeup shall reflect the staffing at the individual school/ site. The Liaison Committee shall meet with the principal/supervisor of the school/site regularly during the school year to review and discuss current school problems, practices, policies and the administration of this Agreement. A mutually prepared agenda must be prepared in advance by the principal/supervisor and a representative of the committee. Minutes from the Liaison meeting should be forwarded to the Superintendent and Association President.

20.B. A Liaison Committee consisting of one (1) representative from each school/ site, and at least one (1) representative from each ESP category, and the Association President shall meet with the Superintendent or designee periodically during the school year to review and discuss current school problems and policies that are District-wide and the administration of this Agreement. An agenda must be prepared in advance of such meetings by the Superintendent or designee and the Association President.

#### **Article 21: Deduction from Salary**

21.A. Upon employment, each employee represented by the bargaining unit shall have option of joining the association.

21.B. The Association shall annually certify the current rate of membership dues. Any change in the rate of membership dues shall be given to the Board in writing at least 60 (sixty) calendar days prior to the effective date of said change.

#### **Article 22: Discipline**

The Board and the Association believe that to provide an educationally sound environment, discipline must be maintained. It is the responsibility of all staff to insist upon and maintain control of all students in accordance with the District discipline policy. The Board shall support the members of the staff who take reasonable steps to enforce sound disciplinary procedures.

#### **Article 23: Grievances**

23.A. Definition:

A grievance is a claim based upon an employee's or group of employees' beliefs that there has been a violation, misinterpretation, or misapplication of the expressed provisions of this Agreement. The grievance procedure shall not apply to any matter which is prescribed by law, state or federal regulations, or over which the Board is without power to act. The regulatory authority of the board

shall not be made the subject of a grievance.

23.B. Purpose:

Good morale is maintained if, as problems arise, a sincere effort by all persons concerned is exerted to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the nearest administrative level, equitable solutions to the problems which may, from time to time, arise affecting employees.

23.C. Time Limits

23.C.1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum number of days allowed, and every effort should be made to expedite the process. All time limits shall consist of days when the Central Business Office is officially open for business. The time limits specified, however, may be extended by mutually written agreement of the concerned parties.

23.C.2. Upon request, the Association President shall be given a list of days which the Central Business Office shall be officially closed.

23.D. Grievance Procedure

A grievance shall be filed with the supervisor/administrator whose direct action gave rise to the alleged violation of the Agreement, Board Policy, or new practices.

23.D.1. Level 1: An employee who believes that a grievable situation exists must request an informal meeting with his immediate supervisor within fifteen (15) days of knowledge of the grievable occurrence. The immediate supervisor must meet with the employee within five (5) days of receiving the request in an attempt to resolve the problem without the necessity of filing a written grievance. If the alleged grievance is the result of a higher level action, the immediate supervisor may elect to immediately waive Level 1 procedures at the building level and forward them to the supervisor/administrator whose direct action gave rise to the alleged violation of the Agreement, Board Policy, or new practice(s).

23.D.2. Level 2: In the event a solution cannot be reached at the Level 1 stage, the employee may submit a written grievance form to his immediate supervisor within five (5) days after receipt of the Level 1 decision. The immediate supervisor may meet with the grievant but shall communicate the decision in writing to the grievant within five (5) days following the receipt of the written form.

23.D.3. Level 3: If the grievant is not satisfied with the disposition of the grievance at Level 2 he may, within ten (10) days of the receipt of the decision at Level 2, appeal the grievance in writing to the Superintendent or designee. The Superintendent, or designee, shall hold a grievance hearing within five (5) days after receiving the grievance. The Superintendent or designee shall communicate the decision in writing to the grievant no later than ten (10) days following the hearing.

23.D.4. Level 4: If the grievant is not satisfied with the disposition of the grievance at Level 3, the Association may, within ten (10) days of the receipt of the decision by the Superintendent or designee, notify the Superintendent or designee of its intent to proceed to grievance mediation. A joint request, which shall state in reasonable detail the nature of the dispute, shall be made to the Federal Mediation and Conciliation Service (FMCS) for a mediator. The rules and procedures of the FMCS shall then bind the parties for the appointment and conduct of the session. The mediator shall hold a hearing(s) promptly and shall work with both parties to resolve the dispute. Failing resolution, the mediator may be requested by either party to issue a recommendation, within the FMCS time guidelines, on how he would rule should the dispute go to arbitration. The cost of the FMCS mediation services, if any, shall be borne equally by both parties. The Association shall represent the grievant at the mediation level.

If the issue at mediation is not resolved, the grievant, through the Association, may refer the grievance, in writing, to the Board.

23.D.5. Level 5: Within ten (10) days after receipt of an appeal, the Board shall hold a hearing on the grievance. All parties shall be notified in writing of the hearing date and time at least five (5) days prior to the hearing. The Board shall communicate its decision in writing to the grievant no later than ten (10) days following the hearing.

23.D.6. Level 6: If the issue is not resolved, the grievant, through the Association, may within 10 days of the hearing, submit a demand for arbitration to the Public Employment Relations Board. The Association shall send a copy of the demand to the Superintendent or designee.

Section 4013 [c] Title 14 of the Delaware Code shall control the arbitration proceeding.

#### 23.E. Formal Types of Grievances Permitted

23.E.1. Individual grievances may be filed by an individual covered under this Agreement and they must include the grievant's name, Agreement or Board Policy section(s) grieved, and approximate number of witnesses they plan to call to testify. The grievance must follow all procedures and provisions listed in Article 23-D and F of this Agreement.

23.E.2. Group grievances may be filed by a group of individuals covered under this Agreement provided at least one (1) member of the group followed the procedures of Article 23-D. Level 1. The grievances must include a list of the grievants' names, Agreement or Board Policy section(s) grieved and approximate number of witnesses they plan to call to testify. They must follow all provisions listed in Article 23-F of this Agreement.

23.E.3. The Association may file, in writing, directly to the Superintendent or designee if it finds the same grievable concern exists in two or more buildings. Processing of such Association grievances shall begin at Level 3 with a hearing before the Superintendent or

designee. The Association's Grievance Chairperson or designee shall sign association grievances and file such grievances within fifteen (15) days of knowledge of the grievable occurrence(s).

## 23.F. Provisions

23.F.1. Both parties agree that these proceedings shall be kept confidential and as informal as possible.

23.F.2. No meetings or hearings under this procedure shall be conducted in public unless agreed to by both parties. Closed meetings shall include only the parties concerned, their designated or selected representatives, and witnesses when they are testifying. Witnesses may remain after testifying if the grievant agrees, provided that the witnesses shall not be recalled by either party.

23.F.3. Initiation of a grievance by an employee shall in no way reflect on his professional standing or loyalty to the department, school, or other organizations to which he is responsible. Neither shall it be considered a reflection on his supervisor or on the general administration of the department.

23.F.4. All decisions shall be in writing and shall set forth reasons supporting such decisions.

23.F.5. The Board shall provide the Association President with copies of all grievances and written decisions at each formal level.

23.F.6. It shall be the firm policy of the Board to assure each employee the unobstructed use of the grievance procedure, without fear of reprisal or without prejudice to his professional status.

23.F.7. The grievant may represent himself and be accompanied by the Association at all levels of the grievance procedure. The grievant shall have all other rights of due process at all levels.

23.F.8. All scheduling of meetings and/or hearings relative to grievance proceedings shall be at a mutually agreeable time. Adequate time shall be provided for a complete hearing of a grievance at each level.

23.F.9. When grievance proceedings are mutually scheduled by the parties, persons required to be present shall suffer no loss of pay if their appearance necessitates absence from their regularly scheduled work assignments within the District. In the event of a disagreement as to whether a person is required to be present at a grievance, such disagreement shall be subject to resolution through the grievance procedure.

23.F.10. When legal counsel is to be used, the parties shall be notified in advance to permit the other party to be advised by counsel, if they so desire.

23.F.11. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. This file shall be available for review by the Association President or designee.

23.F.12. Failure at any level of this procedure for a grievant to be given a reply within specified time limits shall constitute authority for the grievant to appeal the grievance to the next level. Failure of the grievant at any level of this procedure to appeal the grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.

23.F.13. A grievance may be withdrawn, in writing, at any phase without prejudice.

23.F.14. Forms for filing grievances shall be prepared jointly by the Association and the Board, reproduced by the Board and distributed to the Association so as to facilitate operation of the grievance procedure. Forms may be computer generated if the format duplicates that which was agreed to by the Board and the Association, provided it produces a suitable copy for reproduction.

23.F.15. Grievances shall include specific contract sections and Board Policy being grieved and be limited to same.

23.F.16. Nothing in this procedure shall be construed to deny a grievant from pursuing a grievance in court after exhausting the grievance procedure.

#### **Article 24: Miscellaneous Provisions**

24.A. This Agreement constitutes Board policy for the term of said Agreement, and the Board and Association shall carry out the commitments contained herein and give them full force and effect as Board Policy.

24.B. The Board shall not make any change in rules, regulations, or past practices if the effect of such change is in conflict with this Agreement. Any proposed change in rules, regulations, or past practices, which has a direct, deleterious impact upon the system-wide terms and working conditions of employees, shall be discussed with the Association in a good faith effort to reach agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/ or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.

24.C. If any provisions of this Agreement or any application of this Agreement or any employee is held to be contrary to any applicable law, or ruling of the federal or state Governments, then such provisions or applications shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

24.D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall give such notice in writing.

24.E. Within sixty (60) days after this Agreement is signed and after agreement by both parties on format, the Agreement shall be distributed electronically to all employees. The Agreement shall be posted on the district website and subsequent Memos of Understanding shall be posted. A copy of this Agreement shall be provided by the Board to each administrator and members of LFEA Representative Assembly.

24.F. All salaries and compensations shall be by the direct deposit pay system only.

24.G. If action is taken by the Department of Education, State Board of Education, or any state or federal legislation that would impact or affect any part of this Agreement, parties agree to meet and seek to negotiate a replacement provision, if applicable.

24.H. It is agreed that it is important for employees to model appropriate dress in order to establish a professional environment in our schools that is conducive to learning and to promoting the expectation of good behavior. It was further agreed that should an employee wear what is considered by his administrator to be inappropriate attire, that he shall be so advised by the administrator. Such discussion shall not be reflected in evaluations nor result in any discipline, unless the behavior persists, at which time a meeting shall take place between the employee, the administrator, the Director of Human Resources and an Association Representative of the employee's choice.

24.I. It is agreed that all Instructional Paraprofessionals shall have an Associate's Degree, sixty (60) credit hours from an NCATE accredited institution, or pass the Para Pro with a cut score established by the Delaware Department of Education.

24.J. Professional development opportunities shall be made available to all educational support professionals on a yearly basis. The administration shall work with the association to provide topics relevant to each employee group and make the necessary arrangements to provide the professional development. Professional development shall be paid time for employees should it be more than the employees normal work day.

24.K. Technology Service Engineers (TSE) are eligible to earn additional stipends for certifications in areas that enhance their contribution to the effectiveness of the District. Stipends shall equate \$20 per credit hour of training and capped at \$2000 total. A list of appropriate certifications shall be maintained by the Information Systems Manager (ISM) to be collaboratively reviewed and updated annually. Eligible certifications may be added or removed based on current trends and changes in industry standards in order to benefit the TSE's ability to best support the District. TSE's may complete multiple certification courses in order to earn the maximum \$2000 and shall be required to renew their certifications every three years in order to qualify for the associated stipends.

24.L. The Association and the administration recognize the importance of effective and timely communication through the proper chain of command all efforts will be made to have two-way communication within a reasonable time.



#### **Article 25: Procedure for Determining Changes in Appendix A and Appendix B**

Negotiations regarding Appendix A and B (EPER) shall be reopened by the Association or the Board upon significant change(s) in local and/or Division III (equalization) funding. Negotiations shall automatically begin upon passage of a local current expense referendum and/or a significant change in the Division III funds. Furthermore, the Association shall be part of the planning committee for any and all future current expense referendum campaigns.



## Article 26: Duration of Agreement

The Board and the Association agree that this Agreement shall be effective as of July 1, 2023 and shall continue in effect until June 30, 2026. Furthermore, this Agreement shall automatically extend until replaced by successor Agreement.

For the Board:

 6/22/23  6/22/23  
President Date Executive Secretary Date

For the Association:

 6/22/23  6/22/23  
President Date Secretary Date



## **DEFINITIONS**

**APPENDIX A** is the local salary schedule. For Delaware Early Childhood Center (DECC) Salaries:

1. DECC staff fully assigned to the Early Choices Program shall follow the state salary and LFSD local salary schedule Appendix A.
2. Secretarial staff shall follow the state salary and LFSD local salary schedule Appendix A.
3. Any other DECC employee's pay shall be based on the salary/hourly rate stated in the employee's job description.

**APPENDIX B (EPER)** is athletic and academic stipends schedule (Extra Pay for Extra Responsibility). Employees assigned to Appendix B (EPER) positions shall be continued from year to year based upon satisfactory evaluation unless they shall resign or be notified in writing by the Board etc.

**APPROPRIATE QUALIFICATION [ESP ONLY]**- The employee has either passed such applicable test(s) as may be currently in use within the District or has satisfactorily performed the same or similar work within the District.

**ASSOCIATION [with reference to representation]** – Representation by “the Association” may include representatives from any of the affiliated associations.

**CERTIFIED [TEACHERS ONLY]** - Holding a valid license and a standard certificate as assigned by DOE.

**EDUCATIONAL SUPPORT PERSONNEL OR ESP** is defined as those classified employees represented by LFEA regardless of the source of funding or the employee's title.

**EMERGENCY** is a sudden or unexpected turn of events calling for immediate action.

**EMERGENCY/ESSENTIAL PERSONNEL** – Those employees who must report to work while other employees are not present or before others have arrived, as in late arrivals or days when school is not open at all. [Normally, this definition would include maintenance, custodians and/or Child Nutrition staff, depending on the circumstance].

**JOB CLASSIFICATION** – Job classifications shall be defined as Teacher, Secretary, Building Service Worker, Child Nutrition, Instructional Paraprofessional, Clerical (Service) Paraprofessional and Tech Support Engineer.

**LFEA REPRESENTATIVE ASSEMBLY** is comprised of the President, Vice-President, Secretary, Treasurer, Grievance Chairperson, Communications Chairperson, Government Relations Chairperson, Membership Chairperson, teacher representatives, ESP representatives, and other members as designated by LFEA Bylaws.

**POSITION VACANCY, PERMANENT** is a vacancy resulting from a previously occupied position or caused by the generation of increased state units. The board may choose not to fill such positions.

**POSITION VACANCY, TEMPORARY** is a vacancy resulting from a leave of absence, employee on special assignment, or any position that is filled on a temporary basis or contract.

**SUMMER** is defined as the difference between the last teacher day of the current year and the first teacher day of the forthcoming school year.

**TEACHER** is defined as those non-administrative, professional employees represented by LFEA regardless of the source of funding or the employee's title.

**NOTE:** Any word not defined specifically within this contract shall be interpreted in accord with its normal dictionary meaning and customary usage.

Lake Forest School District does not discriminate in employment or in educational programs, services or activities based on race, color, national origin, religion, gender, gender identity, sexual orientation, age, military/veteran status, disability, marital status or any other protected category in accordance with state and federal laws. Inquiries should be directed to the Director of Personnel, Lake Forest Central Business Office, 5423 Killens Pond Road, Felton, Delaware 19943-9801. Phone 302-284-3020.

## **Appendix B (EPER)**

1. Appendix B (EPER) positions shall be filled or not at the discretion of the Board by written recommendation from the Superintendent or designee. If no one applies for an approved academic EPER position the administrator may appoint a qualified employee to that position. Hiring of coaches shall be according to DIAA regulations.
2. Educational Support Personnel (ESPs) who work 30 or more hours a week may be hired for an EPER position. ESPs working less than 30 hours a week may not be hired for an EPER position.
3. Positions may be added to or changed in Appendix B (EPER) during the contract intermediate years by written request from the building principal or the Association President to the Superintendent or designee and recommended to the Board; approval of and filling the position shall be at the discretion of the Board.
4. Employees assigned to Appendix B (EPER) positions shall be continued from year to year based upon satisfactory evaluation unless they shall resign or be notified in writing by the Board that their services shall not be used for the ensuing school year, or the Board determines by the May Board meeting that the position shall not be filled for the ensuing school year.
5. If an individual who fulfills the requirements of the job description cannot be found, and the Board still agrees to fill the vacant position, and the employee assumes two (2) positions, that employee shall be paid for both positions at the rate of pay according to the contract upon Board approval. For those positions having more than one (1) individual per building, in the event all are not filled, the pay for a vacant position shall be divided among those in the position.
6. Appendix B (EPER) positions shall not be split.
7. Personnel assignments shall be approved by the Board beginning with the June Board meeting.
8. Payment for Appendix B (EPER) positions shall be determined as follows:
  - a. Personnel filling seasonal Appendix B (EPER) athletic positions shall be paid incrementally during the season of the activity; In the event that middle and high school season lengths differ, pay shall be distributed over the same number of pay periods.
  - b. Payment for miscellaneous academic positions shall be paid on a monthly basis. All paperwork is due by the third working day of the month, and shall be paid on the last pay period of the month in which it is turned in, excluding December;
  - c. Payment for all other positions in Appendix B (EPER) shall be made in incremental payments over the course of the school year, beginning with the 2<sup>nd</sup> paycheck in October and ending with final payment made in the 1<sup>st</sup> paycheck in July (20 Pays).

9. Stipends for each coaching position in Appendix B shall be based on the following criteria:
- a. In-district coaching personnel shall retain their years of experience if they acquire another position in the same sport. In-district personnel shall be given one-year credit for each two years served as a volunteer coach in the same sport within the district. Proof of volunteering is based on previous board approval as a volunteer and verification of service by the head coach or athletic director and administration. Effective for new hires after July 1, 2008.
  - b. Personnel coming from out-of-district and acquiring a coaching position shall be given one year of credit for each two years coached if that experience is:
    - 1. From an educational institution.
    - 2. From the same sport, and at an equal or higher athletic level.
    - 3. Burden of proof is the responsibility of the employee. Documentation shall be provided to the personnel director from the previous employer.
  - c. Personnel coming from out-of-district and acquiring an academic position shall be given one-year credit for each two years in that exact same position in a previous district. Example: An employee serving as yearbook advisor at Lake Forest would be given credit for those years as a yearbook advisor at a previous district. The burden of proof is the responsibility of the employee. Documentation shall be provided to the Personnel Director from the previous employer.
10. The primary responsibility for annual evaluation of staff assigned to EPER positions rests with the administrator. The athletic director shall have input into the annual coach evaluations. The Extra Duty Pay Performance Appraisal form shall be used for all EPER evaluations. Prior to the start of the extra duty assignment or within 30 days for those assignments year-round the building administrator shall meet with the staff member to establish job expectations.

## **Appendix B Positions - Academic**

### **Academic Group I Positions**

Tech Liaison (HS)-1  
BPA Advisor (HS)-1  
Drama Coach (HS)-1-  
FCCLA Advisor (HS)-1  
HOSA (HS)-1  
Special Education Chairs – All Schools  
Student Government Advisor (HS)-1  
Student Mentoring Coordinator (N, S, E, C)  
Technology Student Association (HS)-1  
Web Master (HS)-1  
Educators Rising (HS)-1  
Yearbook Advisor (HS)-1  
Odyssey of the Mind (OM) Coordinator (District) – 1  
Special Olympics Coordinator (District) - 1

### **Academic Group II Positions**

Band Director (C, MS)  
Bus Designee (N, S, E, C)-1  
Class Advisor- Senior (HS)-2  
Class Advisor- Junior (HS)-2  
Chairs (chair plus 3 or more teachers)  
Drama Advisor (MS)-1  
Honor Society Advisor (HS)-1  
Musical/Play Director (Director of the Music Portion) (HS)-1  
Musical/Accompanist (HS)-1  
News Advisor (MS)-1  
PBIS Coordinator (All Schools)  
Student Government Advisor (MS)-1  
Student Government Advisor Assistant (HS)-1  
Web Master (S, N, E, C, MS)  
Yearbook Advisor, Assistant (HS)-1  
Yearbook Advisor (MS)-1

### **Academic Group III Positions**

Tech Liaison Assistant (HS)  
Tech Liaison (MS, N, S, E, C)  
Band Assistant (HS)-1  
Band Front (HS)-2  
Band Percussion (HS)-1  
BPA Advisor (MS)-1  
Choral Director (all schools)  
Class Advisor- Sophomore (HS)-2  
Class Advisor- Freshman (HS)-2

Crossing Guard (AM & PM) – As applicable  
Chairs (chair plus 2 teachers)  
Drama Advisor (C)  
FCCLA Advisor (MS)-1  
Lead Guidance Counselor – 1 per district  
Lead Nurse – 1 per district  
Lead Tech Service Engineer- 1 per district  
Math League Advisor (HS)-2  
National Jr. Honor Society (MS)-1  
Play Choral Director (HS)-1  
Play Choreographer (HS)-1  
Play Stage Manager (HS)-1  
Science Olympiad- (HS)-2, (MS)-2  
Technology Student Association (MS)-1  
Yearbook Advisor, Assistant (MS)-1  
Yearbook Advisor (N, S, E, C)-1 each  
Club-based position-3 each school

**Note:**

An employee may only hold one chair position in a given school year. Chairs include:

1. K–3 elementary schools one per the following: Kindergarten, Grade 1, Grade 2, Grade 3, Related Arts/Services, and Special Education;
2. 4–5 elementary school one per the following: Grade 4, Grade 4, Grade 5, Grade 5, Related Arts/Services and Special Education;
3. MS One per the following: English, Related Arts/Services, Guidance, Math, Science, Social Studies, Grade 6, Grade 7, Grade 8, and Special Education;
4. HS one per the following: CTE, English, Foreign Language, Guidance, Math, Physical Education/Health/Drivers Ed/Fine Arts, Science, Social Studies, and Special Education.

## **Appendix B Positions - Athletic**

### **Athletic Group I Positions**

Athletic Director (HS) – Per Season  
Basketball, Head - Boys (HS)-1  
Basketball, Head - Girls (HS)-1  
Football, Head (HS)-1  
Swimming, Head (HS)-1  
Track, Head (HS)-1  
Wrestling, Head (HS)-1

### **Athletic Group II Positions**

Baseball, Head (HS)-1  
Baseball (MS)-1  
Basketball, Assistant Boys (HS)-2  
Basketball, Assistant Girls (HS)-2  
Basketball – Boys (MS)-1  
Basketball-Girls (MS)-1  
Cheerleading, Head (HS)-1\*Per Season (Fall & Winter)  
Cross County, Head (HS)-1  
Cross Country (MS)-1  
Field Hockey, Head (HS)-1  
Field Hockey, Head (MS)-1  
Football Head Coach (MS)-1  
Football, Assistant (HS)-5 plus one more if 3 teams per addendum  
Golf (HS)-1  
Indoor Head Track & Field Coach (HS)-1  
Lacrosse Head Coach-Boys (HS)-1  
Lacrosse Head Coach-Girls (HS)-1  
Soccer, Head Boys (HS)-1  
Soccer, Head Boys (MS)-1  
Soccer, Head Girls (HS)-1  
Soccer, Head Girls (MS)-1  
Softball, Head (HS)-1  
Softball (MS)-1  
Swimming Assistant (HS)-1  
Tennis-Boys (HS)-1  
Tennis-Girls (HS)-1  
Track, Head (MS)-1  
Volleyball (HS)-1  
Volleyball (MS)-1  
Wrestling, Assistant (HS)-1  
Wrestling, Head (MS)-1  
Wrestling, Jr. Varsity (HS)-1

**Athletic Group III Positions**

Athletic Director (MS)-1 Per season  
Baseball, Assistant (HS)-1  
Baseball Jr. Varsity (HS)-1  
Cheerleading, Assistant (HS)-1 Per Season (Fall & Winter)  
Cheerleading (MS)\*- 1 Per Season (Fall & Winter)  
Cross Country, Assistant (HS)-1  
Diving, (HS)-1  
Field Hockey, Assistant (HS)-2  
Football, Assistant (MS)-2  
Indoor Track Assistant Coach (HS)-1  
Lacrosse Assistant Coach-Boys (HS)-1  
Lacrosse Assistant Coach-Girls (HS)-1  
JV Volleyball Coach (HS)-1  
Soccer, Assistant (HS)-2  
Softball, Assistant (HS)-1  
Softball, Jr. Varsity (HS)-1  
Track, Assistant (HS)-4  
Wrestling, Assistant (MS)-1

**Athletic Group IV Positions**

Baseball, Assistant (MS)-1  
Basketball, Assistant Boys (MS)-1  
Basketball, Assistant Girls (MS)-1  
Cheerleading, Assistant (MS) – 1 per season  
Cross Country, Assistant (MS) – 1  
Field Hockey, Assistant (MS)-1  
Season Strength & Conditioning Coach (Fall, Winter, Spring, Summer) (HS)-1  
Soccer, Assistant (MS)-1 Boys & 1 Girls  
Softball, Assistant (MS)-1  
Track, Assistant (MS)-3



### Appendix A Positions 2023-2024

Position Title	Monthly Stipend	Number of Months	Total Yearly
Aquatics Director (HS)	573	12	6,876.00
Band Director (HS)	441	12	5,292.00
<b>Related Services</b>			
School Psychologist	705	11	7,755.00
Board Certified Behavior Analyst	705	11	7,755.00
Occupational Therapist	705	11	7,755.00
Certified OT Assistant	352	10	3,520.00
Certified OT Assistant	352	11	3,872.00
Speech Pathologist	705	10	7,050.00
Speech Pathologist	705	11	7,755.00
<b>State Test Coordinator</b>			
High School	X	X	755
Central	X	X	755
WTC	X	X	755
South	X	X	755
East	X	X	755
North	X	X	755
District	X	X	755
Classified Librarian	X	X	748
Classified Computer Lab	X	X	748
Certified School Nurse	300	10	\$3,000.00
Transportation Specialist	100	11	1,100.00

### Appendix A Positions 2024-2025

Position Title	Monthly Stipend	Number of Months	Total Yearly
Aquatics Director (HS)	585	12	7,020.00
Band Director (HS)	450	12	5,400.00
<b>Related Services</b>			
School Psychologist	720	11	7,920.00
Board Certified Behavior Analyst	720	11	7,920.00
Occupational Therapist	720	11	7,920.00
Certified OT Assistant	360	10	3,600.00
Certified OT Assistant	360	11	3,960.00
Speech Pathologist	720	10	7,200.00
Speech Pathologist	720	11	7,920.00
<b>State Test Coordinator</b>			
High School	X	X	771
Central	X	X	771
WTC	X	X	771
South	X	X	771
East	X	X	771
North	X	X	771
District	X	X	771
Classified Librarian	X	X	763
Classified Computer Lab	X	X	763
Certified School Nurse	300	10	\$3,000.00
Transportation Specialist	100	11	1,100.00

**Appendix A Positions 2025-2026**

<b>Position Title</b>	<b>Monthly Stipend</b>	<b>Number of Months</b>	<b>Total Yearly</b>
Aquatics Director (HS)	597	12	7,164.00
Band Director (HS)	459	12	5,508.00
<b>Related Services</b>			
School Psychologist	735	11	8,085.00
Board Certified Behavior Analyst	735	11	8,085.00
Occupational Therapist	735	11	8,085.00
Certified OT Assistant	368	10	3,680.00
Certified OT Assistant	368	11	4,048.00
Speech Pathologist	735	10	7,350.00
Speech Pathologist	735	11	8,085.00
<b>State Test Coordinator</b>			
High School	X	X	787
Central	X	X	787
WTC	X	X	787
South	X	X	787
East	X	X	787
North	X	X	787
District	X	X	787
Classified Librarian	X	X	779
Classified Computer Lab	X	X	779
Certified School Nurse	300	10	\$3,000.00
Transportation Specialist	100	11	1,100.00

### Appendix B Positions 2023-2026

Athletic					Academic			
Yrs Exp	G1	G2	G3	G4	Yrs Exp	G1	G2	G3
0	2,659	1,796	1,506	927	0	811	579	463
1	2,792	1,885	1,581	973	1	851	608	487
2	2,931	1,980	1,660	1021	2	894	639	511
3	3,078	2,078	1,743	1073	3	938	670	537
4	3,231	2,183	1,831	1,126	4	986	704	563
5	3,393	2,292	1,922	1,183	5	1035	740	592
6	3,562	2,406	2,019	1,242	6	1087	777	621
7	3,740	2,527	2,119	1,304	7	1,141	815	653
8	3,927	2,653	2,226	1,369	8	1,198	855	685
9	4,124	2,786	2,336	1,437	9	1,258	898	719
10	4,330	2,925	2,454	1,510	10	1,321	944	754
11	4,547	3,072	2,576	1,586	11	1,387	991	792
12	4,774	3,225	2,705	1,664	12	1,456	1040	832
13	5,013	3,386	2,840	1,747	13	1,529	1092	874
14	5,263	3,555	2,982	1,835	14	1,606	1,146	917
15+	5,526	3,734	3,131	1,927	15+	1,685	1,204	964

## Appendix D

### Service Award

All Employees shall receive a one-time service award for most recent continuous years of Lake Forest School District service according to the following schedule:

10 years with the District	500
15 years with the District	700
20 years with the District	850
25 years with the District	1000
30 years with the District	1500

Service awards shall be given upon completion of the benchmark year. If the employee is terminated prior to the award pay date, they relinquish their reward. Employees who retire and are eligible shall receive their award with their retirement pay out. Service award calculations shall be based on the criteria for service pins but only for most recent continuous service. Should the employee retire other than at the end of the school year they relinquish their service award. The new amounts begin in year two of the negotiated agreement. Payments are not retroactive

**LFSD Local Teacher Scale 2023-2024**

<b>Step</b>	<b>N/D</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>D</b>
<b>1</b>	11841	13765	14085	14726	15051	15512	16294	16767	17116
<b>2</b>	12077	13989	14310	15138	15265	15724	16196	16985	17337
<b>3</b>	12309	14211	14524	15347	15472	15939	16406	17194	17553
<b>4</b>	12539	14423	14741	15557	15682	16144	16613	17407	17765
<b>5</b>	12949	14948	15256	16069	16193	16664	17137	17579	18297
<b>6</b>	13354	15462	15769	16528	16701	17172	17650	18091	18452
<b>7</b>	13813	16040	16352	17154	17279	17754	18239	18677	19042
<b>8</b>	14062	16661	16970	17774	17898	18377	18866	19309	19678
<b>9</b>	14314	16970	17587	18388	18513	19004	19496	19939	20314
<b>10</b>	14560	17279	17898	19008	19131	19623	20126	20564	20948
<b>11</b>	14807	17587	18203	19315	19438	19938	20446	20878	21269
<b>12</b>	15322	18525	19165	20319	20448	20969	21491	22013	22351
<b>13</b>	15322	18848	19487	20641	20772	21291	21816	22340	22678
<b>14</b>	15322	18848	19487	20960	21090	21612	22144	22664	23011
<b>15</b>	15322	18848	19487	21280	21408	21937	22468	22992	23806
<b>16</b>	15322	18848	19487	21601	21730	22258	22798	23322	24145
<b>17</b>	15322	18848	19487	21730	22048	22585	23122	23647	24481
<b>18</b>	15322	18848	19487	21730	22372	22906	23453	23974	24816
<b>19</b>	15322	18848	19487	21730	22690	23234	23779	24786	25150
<b>20</b>	15322	18848	19487	21730	23014	23557	24102	25119	25487
<b>21</b>	15322	18848	19487	21730	23335	23877	24429	25453	25822
<b>22</b>	15322	18848	19487	21730	23335	23877	24429	26581	27503
<b>23</b>	15322	18848	19487	21730	23335	23877	24918	26581	27503
<b>24</b>	15322	18848	19487	21730	23335	23877	24918	26581	27503
<b>25</b>	15322	18848	19487	21730	23335	23877	25160	26843	27773
<b>26</b>	15322	18848	19487	21730	23335	23877	25160	26843	27773
<b>27</b>	15322	18848	19487	21730	23335	23877	25160	26843	27773
<b>28</b>	15322	18848	19487	21730	23335	23877	25160	26843	27773
<b>29</b>	15976	19664	20333	22678	24354	24921	26264	28020	28993
<b>30</b>	15976	19664	20333	22678	24354	24921	26264	28020	28993

**LFSD Local Teacher Scale 2024-2025**

<b>Step</b>	<b>N/D</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>D</b>
<b>1</b>	12078	14041	14367	15021	15353	15823	16620	17103	17459
<b>2</b>	12319	14269	14597	15441	15571	16039	16520	17325	17684
<b>3</b>	12556	14496	14815	15654	15782	16258	16735	17538	17905
<b>4</b>	12790	14712	15036	15869	15996	16467	16946	17756	18121
<b>5</b>	13208	15247	15562	16391	16517	16998	17480	17931	18663
<b>6</b>	13622	15772	16085	16859	17036	17516	18003	18453	18822
<b>7</b>	14090	16361	16680	17498	17625	18110	18604	19051	19423
<b>8</b>	14344	16995	17310	18130	18256	18745	19244	19696	20072
<b>9</b>	14601	17310	17939	18756	18884	19385	19886	20338	20721
<b>10</b>	14852	17625	18256	19389	19514	20016	20529	20976	21367
<b>11</b>	15104	17939	18568	19702	19827	20337	20855	21296	21695
<b>12</b>	15629	18896	19549	20726	20857	21389	21921	22454	22799
<b>13</b>	15629	19225	19877	21054	21188	21717	22253	22787	23132
<b>14</b>	15629	19225	19877	21380	21512	22045	22587	23118	23472
<b>15</b>	15629	19225	19877	21706	21837	22376	22918	23452	24283
<b>16</b>	15629	19225	19877	22034	22165	22704	23254	23789	24628
<b>17</b>	15629	19225	19877	22165	22489	23037	23585	24120	24971
<b>18</b>	15629	19225	19877	22165	22820	23365	23923	24454	25313
<b>19</b>	15629	19225	19877	22165	23144	23699	24255	25282	25653
<b>20</b>	15629	19225	19877	22165	23475	24029	24585	25622	25997
<b>21</b>	15629	19225	19877	22165	23802	24355	24918	25963	26339
<b>22</b>	15629	19225	19877	22165	23802	24355	24918	27113	28054
<b>23</b>	15629	19225	19877	22165	23802	24355	25417	27113	28054
<b>24</b>	15629	19225	19877	22165	23802	24355	25417	27113	28054
<b>25</b>	15629	19225	19877	22165	23802	24355	25664	27380	28329
<b>26</b>	15629	19225	19877	22165	23802	24355	25664	27380	28329
<b>27</b>	15629	19225	19877	22165	23802	24355	25664	27380	28329
<b>28</b>	15629	19225	19877	22165	23802	24355	25664	27380	28329
<b>29</b>	16296	20058	20740	23132	24842	25420	26790	28581	29573
<b>30</b>	16296	20058	20740	23132	24842	25420	26790	28581	29573

**LFSD Local Teacher Scale 2025-2026**

<b>Step</b>	<b>N/D</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>D</b>
<b>1</b>	12320	14322	14655	15322	15661	16140	16953	17446	17809
<b>2</b>	12566	14555	14889	15750	15883	16360	16851	17672	18038
<b>3</b>	12808	14786	15112	15968	16098	16584	17070	17889	18264
<b>4</b>	13046	15007	15337	16187	16316	16797	17285	18112	18484
<b>5</b>	13473	15552	15874	16719	16848	17338	17830	18290	19037
<b>6</b>	13895	16088	16407	17197	17377	17867	18364	18823	19199
<b>7</b>	14372	16689	17014	17848	17978	18473	18977	19433	19812
<b>8</b>	14631	17335	17657	18493	18622	19120	19629	20090	20474
<b>9</b>	14894	17657	18298	19132	19262	19773	20284	20745	21136
<b>10</b>	15150	17978	18622	19777	19905	20417	20940	21396	21795
<b>11</b>	15407	18298	18940	20097	20224	20744	21273	21722	22129
<b>12</b>	15942	19274	19940	21141	21275	21817	22360	22904	23255
<b>13</b>	15942	19610	20275	21476	21612	22152	22699	23243	23595
<b>14</b>	15942	19610	20275	21808	21943	22486	23039	23581	23942
<b>15</b>	15942	19610	20275	22141	22274	22824	23377	23922	24769
<b>16</b>	15942	19610	20275	22475	22609	23159	23720	24265	25121
<b>17</b>	15942	19610	20275	22609	22939	23498	24057	24603	25471
<b>18</b>	15942	19610	20275	22609	23277	23833	24402	24944	25820
<b>19</b>	15942	19610	20275	22609	23607	24173	24741	25788	26167
<b>20</b>	15942	19610	20275	22609	23945	24510	25077	26135	26517
<b>21</b>	15942	19610	20275	22609	24279	24843	25417	26483	26866
<b>22</b>	15942	19610	20275	22609	24279	24843	25417	27656	28616
<b>23</b>	15942	19610	20275	22609	24279	24843	25926	27656	28616
<b>24</b>	15942	19610	20275	22609	24279	24843	25926	27656	28616
<b>25</b>	15942	19610	20275	22609	24279	24843	26178	27928	28896
<b>26</b>	15942	19610	20275	22609	24279	24843	26178	27928	28896
<b>27</b>	15942	19610	20275	22609	24279	24843	26178	27928	28896
<b>28</b>	15942	19610	20275	22609	24279	24843	26178	27928	28896
<b>29</b>	16622	20460	21155	23595	25339	25929	27326	29153	30165
<b>30</b>	16622	20460	21155	23595	25339	25929	27326	29153	30165



### LFSD Local Para Scale 2023-2024

Step	PARA
1	3304
2	3362
3	3422
4	3478
5	3540
6	3601
7	3658
8	3711
9	3773
10	3840
11	3897
12	3955
13	4016
14	4070
15	4129
16	4189
17	4251
18	4307
19	4367
20	4425
21	4483
22	4540
23	4606
24	4606
25	4606
26	4606
27	4606
28	4606
29	4686
30	4686

Educational Stipends:	
350	Associates
500	Associates + 15
625	Associates + 30
700	Bachelor's Degree

**LFSD Local Para Scale 2024-2025**

<b>Step</b>	<b>PARA</b>
<b>1</b>	3371
<b>2</b>	3430
<b>3</b>	3491
<b>4</b>	3548
<b>5</b>	3611
<b>6</b>	3674
<b>7</b>	3732
<b>8</b>	3786
<b>9</b>	3849
<b>10</b>	3917
<b>11</b>	3975
<b>12</b>	4035
<b>13</b>	4097
<b>14</b>	4152
<b>15</b>	4212
<b>16</b>	4273
<b>17</b>	4337
<b>18</b>	4394
<b>19</b>	4455
<b>20</b>	4514
<b>21</b>	4573
<b>22</b>	4631
<b>23</b>	4699
<b>24</b>	4699
<b>25</b>	4699
<b>26</b>	4699
<b>27</b>	4699
<b>28</b>	4699
<b>29</b>	4780
<b>30</b>	4780

Educational Stipends:	
357	Associates
510	Associates + 15
638	Associates + 30
714	Bachelor's Degree

**LFSD Local Para Scale 2025-2026**

<b>Step</b>	<b>PARA</b>
<b>1</b>	3439
<b>2</b>	3499
<b>3</b>	3561
<b>4</b>	3619
<b>5</b>	3684
<b>6</b>	3748
<b>7</b>	3807
<b>8</b>	3862
<b>9</b>	3926
<b>10</b>	3996
<b>11</b>	4055
<b>12</b>	4116
<b>13</b>	4179
<b>14</b>	4236
<b>15</b>	4297
<b>16</b>	4359
<b>17</b>	4424
<b>18</b>	4482
<b>19</b>	4545
<b>20</b>	4605
<b>21</b>	4665
<b>22</b>	4724
<b>23</b>	4793
<b>24</b>	4793
<b>25</b>	4793
<b>26</b>	4793
<b>27</b>	4793
<b>28</b>	4793
<b>29</b>	4876
<b>30</b>	4876

Educational Stipends:	
364	Associates
520	Associates + 15
650	Associates + 30
728	Bachelor's Degree

**LFSD Local Secretary Scale 2023-2024**

<b>Step</b>	<b>CLERK</b>	<b>SCTRY</b>	<b>SR</b>	<b>FIN</b>
<b>1</b>	9055	9055	9988	10935
<b>2</b>	9234	9234	10161	11109
<b>3</b>	9412	9412	10340	11286
<b>4</b>	9590	9590	10515	11462
<b>5</b>	9764	9764	10688	11641
<b>6</b>	9948	9948	10870	11816
<b>7</b>	10127	10127	11042	11995
<b>8</b>	10301	10301	11219	12173
<b>9</b>	10481	10481	11393	12347
<b>10</b>	10659	10659	11574	12521
<b>11</b>	10836	10836	11747	12696
<b>12</b>	11017	11017	11923	12873
<b>13</b>	11191	11191	12104	13047
<b>14</b>	11373	11373	12279	13228
<b>15</b>	11550	11550	12455	13404
<b>16</b>	11726	11726	12630	13578
<b>17</b>	11901	11901	12805	13753
<b>18</b>	12077	12077	12982	13927
<b>19</b>	12253	12253	13155	14102
<b>20</b>	12253	12253	13330	14278
<b>21</b>	12253	12253	13506	14451
<b>22</b>	12253	12253	13506	14451
<b>23</b>	12253	12253	13506	14451
<b>24</b>	12253	12253	13506	14451
<b>25</b>	12253	12253	13506	14451
<b>26</b>	12253	12253	13506	14451
<b>27</b>	12253	12253	13506	14451
<b>28</b>	12253	12253	13506	14451
<b>29</b>	12771	12771	14058	15052
<b>30</b>	12771	12771	14058	15052

<b>Educational Stipends:</b>		<b>Responsibility Stipends:</b>	
350	Professional Sec or Associates	1100	PHRST/FSF Coordinator
500	Certified Sec or Assoc + 15	1100	PHRST/FSF Help Desk
625	Associates + 30	825	FSF KEU
700	Bachelor's Degree	550	PHRST KEU

Budget Stipends:	400	Budget > 250,000
Receive 1 of 4	750	Budget > 500,000
	1100	Budget > 1,000,000
	1500	Budget > 2,000,000

**LFSD Local Secretary Scale 2024-2025**

<b>Step</b>	<b>CLERK</b>	<b>SCTRY</b>	<b>SR</b>	<b>FIN</b>
<b>1</b>	9237	9237	10188	11154
<b>2</b>	9419	9419	10365	11332
<b>3</b>	9601	9601	10547	11512
<b>4</b>	9782	9782	10726	11692
<b>5</b>	9960	9960	10902	11874
<b>6</b>	10147	10147	11088	12053
<b>7</b>	10330	10330	11263	12235
<b>8</b>	10508	10508	11444	12417
<b>9</b>	10691	10691	11621	12594
<b>10</b>	10873	10873	11806	12772
<b>11</b>	11053	11053	11982	12950
<b>12</b>	11238	11238	12162	13131
<b>13</b>	11415	11415	12347	13308
<b>14</b>	11601	11601	12525	13493
<b>15</b>	11781	11781	12705	13673
<b>16</b>	11961	11961	12883	13850
<b>17</b>	12140	12140	13062	14029
<b>18</b>	12319	12319	13242	14206
<b>19</b>	12499	12499	13419	14385
<b>20</b>	12499	12499	13597	14564
<b>21</b>	12499	12499	13777	14741
<b>22</b>	12499	12499	13777	14741
<b>23</b>	12499	12499	13777	14741
<b>24</b>	12499	12499	13777	14741
<b>25</b>	12499	12499	13777	14741
<b>26</b>	12499	12499	13777	14741
<b>27</b>	12499	12499	13777	14741
<b>28</b>	12499	12499	13777	14741
<b>29</b>	13027	13027	14340	15354
<b>30</b>	13027	13027	14340	15354

Educational Stipends:		Responsibility Stipends:	
357	Professional Sec or Associates	1122	PHRST/FSF Coordinator
510	Certified Sec or Assoc + 15	1122	PHRST/FSF Help Desk
638	Associates + 30	842	FSF KEU
714	Bachelor's Degree	561	PHRST KEU
Budget Stipends:		Budget > 250,000	
Receive 1 of 4		Budget > 500,000	
		1122 Budget > 1,000,000	
		1530 Budget > 2,000,000	

**LFSD Local Secretary Scale 2025-2026**

<b>Step</b>	<b>CLERK</b>	<b>SCTRY</b>	<b>SR</b>	<b>FIN</b>
<b>1</b>	9422	9422	10392	11378
<b>2</b>	9608	9608	10573	11559
<b>3</b>	9794	9794	10758	11743
<b>4</b>	9978	9978	10941	11926
<b>5</b>	10160	10160	11121	12112
<b>6</b>	10350	10350	11310	12295
<b>7</b>	10537	10537	11489	12480
<b>8</b>	10719	10719	11673	12666
<b>9</b>	10905	10905	11854	12846
<b>10</b>	11091	11091	12043	13028
<b>11</b>	11275	11275	12222	13209
<b>12</b>	11463	11463	12406	13394
<b>13</b>	11644	11644	12594	13575
<b>14</b>	11834	11834	12776	13763
<b>15</b>	12017	12017	12960	13947
<b>16</b>	12201	12201	13141	14127
<b>17</b>	12383	12383	13324	14310
<b>18</b>	12566	12566	13507	14491
<b>19</b>	12749	12749	13688	14673
<b>20</b>	12749	12749	13869	14856
<b>21</b>	12749	12749	14053	15036
<b>22</b>	12749	12749	14053	15036
<b>23</b>	12749	12749	14053	15036
<b>24</b>	12749	12749	14053	15036
<b>25</b>	12749	12749	14053	15036
<b>26</b>	12749	12749	14053	15036
<b>27</b>	12749	12749	14053	15036
<b>28</b>	12749	12749	14053	15036
<b>29</b>	13288	13288	14627	15662
<b>30</b>	13288	13288	14627	15662

Educational Stipends:		Responsibility Stipends:	
364	Professional Sec or Associates	1144	PHRST/FSF Coordinator
520	Certified Sec or Assoc + 15	1144	PHRST/FSF Help Desk
650	Associates + 30	858	FSF KEU
728	Bachelor's Degree	572	PHRST KEU

Budget Stipends:	416	Budget > 250,000
Receive 1 of 4	780	Budget > 500,000
	1144	Budget > 1,000,000
	1561	Budget > 2,000,000

**LFSD Local Custodian/Maintenance Mechanic Scale 2023-2024**

<b>Step</b>	<b>CUSTODIAN/ MAINTENANCE</b>	<b>NIGHT SUPV</b>
<b>1</b>	6330	7328
<b>2</b>	6509	7511
<b>3</b>	6690	7692
<b>4</b>	6871	7870
<b>5</b>	7051	8049
<b>6</b>	7232	8215
<b>7</b>	7412	8411
<b>8</b>	7587	8594
<b>9</b>	7772	8774
<b>10</b>	7951	8952
<b>11</b>	8130	9134
<b>12</b>	8313	9314
<b>13</b>	8492	9491
<b>14</b>	8670	9675
<b>15</b>	8850	9854
<b>16</b>	9032	10033
<b>17</b>	9210	10211
<b>18</b>	9390	10391
<b>19</b>	9569	10570
<b>20</b>	9746	10746
<b>21</b>	9924	10925
<b>22</b>	9924	10925
<b>23</b>	9924	10925
<b>24</b>	9924	10925
<b>25</b>	9924	10925
<b>26</b>	9924	10925
<b>27</b>	9924	10925
<b>28</b>	9924	10925
<b>29</b>	10338	11384
<b>30</b>	10338	11384

Local Salary Stipend for Training:	
60 Hrs	150
90 Hrs	225
120 Hrs	300

Night Custodian - additional \$500 for Night Shift as pay component

**LFSD Local Custodian/Maintenance Mechanic Scale 2024-2025**

<b>Step</b>	<b>CUSTODIAN/ MAINTENANCE</b>	<b>NIGHT SUPV</b>
<b>1</b>	6457	7475
<b>2</b>	6640	7662
<b>3</b>	6824	7846
<b>4</b>	7009	8028
<b>5</b>	7193	8210
<b>6</b>	7377	8380
<b>7</b>	7561	8580
<b>8</b>	7739	8766
<b>9</b>	7928	8950
<b>10</b>	8111	9132
<b>11</b>	8293	9317
<b>12</b>	8480	9501
<b>13</b>	8662	9681
<b>14</b>	8844	9869
<b>15</b>	9027	10052
<b>16</b>	9213	10234
<b>17</b>	9395	10416
<b>18</b>	9578	10599
<b>19</b>	9761	10782
<b>20</b>	9941	10961
<b>21</b>	10123	11144
<b>22</b>	10123	11144
<b>23</b>	10123	11144
<b>24</b>	10123	11144
<b>25</b>	10123	11144
<b>26</b>	10123	11144
<b>27</b>	10123	11144
<b>28</b>	10123	11144
<b>29</b>	10545	11612
<b>30</b>	10545	11612

Local Salary Stipend for Training:	
60 Hrs	153
90 Hrs	230
120 Hrs	306

Night Custodian - additional \$510 for Night Shift as pay component



**LFSD Local Custodian/Maintenance Mechanic Scale 2025-2026**

<b>Step</b>	<b>CUSTODIAN/ MAINTENANCE</b>	<b>NIGHT SUPV</b>
<b>1</b>	6587	7625
<b>2</b>	6773	7816
<b>3</b>	6961	8003
<b>4</b>	7150	8189
<b>5</b>	7337	8375
<b>6</b>	7525	8548
<b>7</b>	7713	8752
<b>8</b>	7894	8942
<b>9</b>	8087	9129
<b>10</b>	8274	9315
<b>11</b>	8459	9504
<b>12</b>	8650	9692
<b>13</b>	8836	9875
<b>14</b>	9021	10067
<b>15</b>	9208	10254
<b>16</b>	9398	10439
<b>17</b>	9583	10625
<b>18</b>	9770	10811
<b>19</b>	9957	10998
<b>20</b>	10140	11181
<b>21</b>	10326	11367
<b>22</b>	10326	11367
<b>23</b>	10326	11367
<b>24</b>	10326	11367
<b>25</b>	10326	11367
<b>26</b>	10326	11367
<b>27</b>	10326	11367
<b>28</b>	10326	11367
<b>29</b>	10756	11845
<b>30</b>	10756	11845

Local Salary Stipend for Training:	
60 Hrs	156
90 Hrs	234
120 Hrs	312

Night Custodian - additional \$520 for Night Shift as pay component

**LFSD Local CNS Scale 2023-2024**

<b>Step</b>	<b>GW</b>	<b>LCB</b>
<b>1</b>	2.302134	2.621961
<b>2</b>	2.363261	2.685690
<b>3</b>	2.430657	2.749538
<b>4</b>	2.492493	2.811494
<b>5</b>	2.559060	2.878888
<b>6</b>	2.623735	2.943563
<b>7</b>	2.687700	3.007529
<b>8</b>	2.751311	3.071139
<b>9</b>	2.817877	3.134040
<b>10</b>	2.880779	3.200607
<b>11</b>	2.946400	3.264336
<b>12</b>	3.023727	3.355377
<b>13</b>	3.105901	3.448428
<b>14</b>	3.190557	3.549639
<b>15</b>	3.278997	3.651676
<b>16</b>	3.370985	3.757378
<b>17</b>	3.465810	3.868521
<b>18</b>	3.565838	3.983327
<b>19</b>	3.667992	4.103573
<b>20</b>	3.774641	4.229257
<b>21</b>	3.886847	4.357779
<b>22</b>	3.886847	4.357779
<b>23</b>	3.886847	4.357779
<b>24</b>	3.886847	4.357779
<b>25</b>	3.886847	4.357779
<b>26</b>	3.886847	4.357779
<b>27</b>	3.886847	4.357779
<b>28</b>	3.886847	4.357779
<b>29</b>	4.011585	4.505338
<b>30</b>	4.011585	4.505338

<b>Perfect Attendance Incentive</b>	
First work day of August - January 31	50
February 1 - last work day of June	50

<b>Compensation for Unit Courses:</b>	
\$0.75 per hour	Units 1 & 2
\$0.75 per hour	Units 3 & 4
<b>Total</b>	<b>\$1.50 Dollars per hour</b>

<b>Assistant Manager Compensation</b> + \$5.00/hr for Asst. Manager when working as Manager
--

**LFSD Local CNS Scale 2024-2025**

<b>Step</b>	<b>GW</b>	<b>LCB</b>
<b>1</b>	2.348177	2.674401
<b>2</b>	2.410526	2.739404
<b>3</b>	2.479270	2.804529
<b>4</b>	2.542343	2.867724
<b>5</b>	2.610241	2.936466
<b>6</b>	2.676209	3.002434
<b>7</b>	2.741454	3.067679
<b>8</b>	2.806337	3.132561
<b>9</b>	2.874234	3.196721
<b>10</b>	2.938395	3.264619
<b>11</b>	3.005328	3.329622
<b>12</b>	3.084202	3.422484
<b>13</b>	3.168019	3.517396
<b>14</b>	3.254368	3.620632
<b>15</b>	3.344577	3.724710
<b>16</b>	3.438405	3.832525
<b>17</b>	3.535126	3.945892
<b>18</b>	3.637155	4.062994
<b>19</b>	3.741352	4.185645
<b>20</b>	3.850134	4.313842
<b>21</b>	3.964584	4.444935
<b>22</b>	3.964584	4.444935
<b>23</b>	3.964584	4.444935
<b>24</b>	3.964584	4.444935
<b>25</b>	3.964584	4.444935
<b>26</b>	3.964584	4.444935
<b>27</b>	3.964584	4.444935
<b>28</b>	3.964584	4.444935
<b>29</b>	4.091817	4.595445
<b>30</b>	4.091817	4.595445

Perfect Attendance Incentive	
First work day of August - January 31	51
February 1 - last work day of June	51

Compensation for Unit Courses:	
\$0.76 per hour	Units 1 & 2
\$0.77 per hour	Units 3 & 4
Total	\$1.53 Dollars per hour

Assistant Manager Compensation + \$5.10/hr for Asst. Manager when working as Manager
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**LFSD Local CNS Scale 2025-2026**

<b>Step</b>	<b>GW</b>	<b>LCB</b>
<b>1</b>	2.395141	2.727889
<b>2</b>	2.458737	2.794192
<b>3</b>	2.528855	2.860620
<b>4</b>	2.593190	2.925078
<b>5</b>	2.662446	2.995195
<b>6</b>	2.729734	3.062483
<b>7</b>	2.796283	3.129033
<b>8</b>	2.862464	3.195213
<b>9</b>	2.931719	3.260655
<b>10</b>	2.997162	3.329911
<b>11</b>	3.065434	3.396215
<b>12</b>	3.145886	3.490934
<b>13</b>	3.231379	3.587744
<b>14</b>	3.319456	3.693045
<b>15</b>	3.411468	3.799204
<b>16</b>	3.507173	3.909176
<b>17</b>	3.605828	4.024810
<b>18</b>	3.709898	4.144254
<b>19</b>	3.816179	4.269358
<b>20</b>	3.927136	4.400119
<b>21</b>	4.043876	4.533834
<b>22</b>	4.043876	4.533834
<b>23</b>	4.043876	4.533834
<b>24</b>	4.043876	4.533834
<b>25</b>	4.043876	4.533834
<b>26</b>	4.043876	4.533834
<b>27</b>	4.043876	4.533834
<b>28</b>	4.043876	4.533834
<b>29</b>	4.173653	4.687354
<b>30</b>	4.173653	4.687354

<b>Perfect Attendance Incentive</b>	
First work day of August - January 31	52
February 1 - last work day of June	52

<b>Compensation for Unit Courses:</b>	
\$0.78 per hour	Units 1 & 2
\$0.78 per hour	Units 3 & 4
<b>Total</b>	<b>\$1.56 Dollars per hour</b>

<b>Assistant Manager Compensation</b> + \$5.20/hr for Asst. Manager when working as Manager
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**LFSD Local Technology Service Engineer Scale 2023-2024**

<b>Step</b>	<b>N/D</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>D</b>
<b>1</b>	14210	16518	16902	17672	18062	18615	19553	20121	20540
<b>2</b>	14493	16787	17172	18166	18318	18869	19436	20382	20805
<b>3</b>	14771	17054	17429	18417	18567	19127	19688	20633	21064
<b>4</b>	15047	17308	17690	18669	18819	19373	19936	20889	21318
<b>5</b>	15539	17938	18308	19283	19432	19997	20565	21095	21957
<b>6</b>	16025	18555	18923	19834	20042	20607	21180	21710	22143
<b>7</b>	16576	19248	19623	20585	20735	21305	21887	22413	22851
<b>8</b>	16875	19994	20364	21329	21478	22053	22640	23171	23614
<b>9</b>	17177	20364	21105	22066	22216	22805	23396	23927	24377
<b>10</b>	17472	20735	21478	22810	22958	23548	24152	24677	25138
<b>11</b>	17769	21105	21844	23178	23326	23926	24536	25054	25523
<b>12</b>	18387	22230	22998	24383	24538	25163	25790	26416	26822
<b>13</b>	18387	22618	23385	24770	24927	25550	26180	26808	27214
<b>14</b>	18387	22618	23385	25152	25308	25935	26573	27197	27614
<b>15</b>	18387	22618	23385	25536	25690	26325	26962	27591	28568
<b>16</b>	18387	22618	23385	25922	26076	26710	27358	27987	28974
<b>17</b>	18387	22618	23385	26076	26458	27102	27747	28377	29378
<b>18</b>	18387	22618	23385	26076	26847	27488	28144	28769	29780
<b>19</b>	18387	22618	23385	26076	27228	27881	28535	29744	30180
<b>20</b>	18387	22618	23385	26076	27617	28269	28923	30143	30585
<b>21</b>	18387	22618	23385	26076	28002	28653	29315	30544	30987
<b>22</b>	18387	22618	23385	26076	28002	28653	29315	31898	33004
<b>23</b>	18387	22618	23385	26076	28002	28653	29902	31898	33004
<b>24</b>	18387	22618	23385	26076	28002	28653	29902	31898	33004
<b>25</b>	18387	22618	23385	26076	28002	28653	30192	32212	33328
<b>26</b>	18387	22618	23385	26076	28002	28653	30192	32212	33328
<b>27</b>	18387	22618	23385	26076	28002	28653	30192	32212	33328
<b>28</b>	18387	22618	23385	26076	28002	28653	30192	32212	33328
<b>29</b>	19172	23597	24400	27214	29225	29906	31517	33624	34792
<b>30</b>	19172	23597	24400	27214	29225	29906	31517	33624	34792

**LFSD Local Technology Service Engineer Scale 2024-2025**

<b>Step</b>	<b>N/D</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>D</b>
<b>1</b>	14494	16850	17241	18026	18424	18988	19944	20524	20951
<b>2</b>	14783	17123	17517	18530	18686	19247	19824	20790	21221
<b>3</b>	15068	17396	17778	18785	18939	19510	20082	21046	21486
<b>4</b>	15348	17655	18044	19043	19196	19761	20336	21308	21746
<b>5</b>	15850	18297	18675	19670	19821	20398	20976	21518	22396
<b>6</b>	16347	18927	19302	20231	20444	21020	21604	22144	22587
<b>7</b>	16908	19634	20016	20998	21150	21732	22325	22862	23308
<b>8</b>	17213	20394	20772	21756	21908	22494	23093	23636	24087
<b>9</b>	17522	20772	21527	22508	22661	23262	23864	24406	24866
<b>10</b>	17823	21150	21908	23267	23417	24020	24635	25172	25641
<b>11</b>	18125	21527	22282	23643	23793	24405	25026	25556	26034
<b>12</b>	18755	22676	23459	24872	25029	25667	26306	26945	27359
<b>13</b>	18755	23070	23853	25265	25426	26061	26704	27345	27759
<b>14</b>	18755	23070	23853	25656	25815	26454	27105	27742	28167
<b>15</b>	18755	23070	23853	26048	26205	26852	27502	28143	29140
<b>16</b>	18755	23070	23853	26441	26598	27245	27905	28547	29554
<b>17</b>	18755	23070	23853	26598	26987	27645	28302	28944	29966
<b>18</b>	18755	23070	23853	26598	27384	28038	28708	29345	30376
<b>19</b>	18755	23070	23853	26598	27773	28439	29106	30339	30784
<b>20</b>	18755	23070	23853	26598	28170	28835	29502	30747	31197
<b>21</b>	18755	23070	23853	26598	28563	29226	29902	31156	31607
<b>22</b>	18755	23070	23853	26598	28563	29226	29902	32536	33665
<b>23</b>	18755	23070	23853	26598	28563	29226	30501	32536	33665
<b>24</b>	18755	23070	23853	26598	28563	29226	30501	32536	33665
<b>25</b>	18755	23070	23853	26598	28563	29226	30797	32856	33995
<b>26</b>	18755	23070	23853	26598	28563	29226	30797	32856	33995
<b>27</b>	18755	23070	23853	26598	28563	29226	30797	32856	33995
<b>28</b>	18755	23070	23853	26598	28563	29226	30797	32856	33995
<b>29</b>	19556	24070	24888	27759	29811	30504	32148	34298	35488
<b>30</b>	19556	24070	24888	27759	29811	30504	32148	34298	35488

**LFSD Local Technology Service Engineer Scale 2025-2026**

<b>Step</b>	<b>N/D</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>D</b>
<b>1</b>	14784	17187	17586	18387	18794	19368	20344	20936	21371
<b>2</b>	15080	17466	17867	18900	19060	19632	20222	21207	21646
<b>3</b>	15370	17744	18135	19162	19318	19901	20484	21467	21917
<b>4</b>	15656	18009	18405	19425	19580	20157	20742	21735	22181
<b>5</b>	16168	18663	19049	20063	20218	20806	21396	21948	22845
<b>6</b>	16674	19306	19689	20637	20853	21441	22037	22588	23039
<b>7</b>	17247	20027	20417	21418	21574	22168	22773	23320	23775
<b>8</b>	17558	20802	21189	22192	22347	22944	23555	24108	24569
<b>9</b>	17873	21189	21958	22959	23115	23728	24341	24894	25364
<b>10</b>	18180	21574	22347	23733	23886	24501	25128	25676	26154
<b>11</b>	18489	21958	22728	24117	24269	24893	25528	26067	26555
<b>12</b>	19131	23129	23928	25370	25530	26181	26832	27485	27906
<b>13</b>	19131	23532	24330	25772	25935	26583	27239	27892	28314
<b>14</b>	19131	23532	24330	26170	26332	26984	27647	28298	28731
<b>15</b>	19131	23532	24330	26570	26729	27389	28053	28707	29723
<b>16</b>	19131	23532	24330	26970	27131	27791	28464	29118	30146
<b>17</b>	19131	23532	24330	27131	27527	28198	28869	29524	30566
<b>18</b>	19131	23532	24330	27131	27933	28600	29283	29933	30984
<b>19</b>	19131	23532	24330	27131	28329	29008	29690	30946	31401
<b>20</b>	19131	23532	24330	27131	28734	29412	30093	31362	31821
<b>21</b>	19131	23532	24330	27131	29135	29812	30501	31780	32240
<b>22</b>	19131	23532	24330	27131	29135	29812	30501	33188	34340
<b>23</b>	19131	23532	24330	27131	29135	29812	31112	33188	34340
<b>24</b>	19131	23532	24330	27131	29135	29812	31112	33188	34340
<b>25</b>	19131	23532	24330	27131	29135	29812	31414	33514	34676
<b>26</b>	19131	23532	24330	27131	29135	29812	31414	33514	34676
<b>27</b>	19131	23532	24330	27131	29135	29812	31414	33514	34676
<b>28</b>	19131	23532	24330	27131	29135	29812	31414	33514	34676
<b>29</b>	19947	24552	25386	28314	30407	31115	32792	34984	36198
<b>30</b>	19947	24552	25386	28314	30407	31115	32792	34984	36198

## MEMORANDUM OF UNDERSTANDING

Between the Lake Forest School District  
and the  
Lake Forest Education Association  
June 22, 2023

### RE: Assignment of Education Support Personnel

This Memorandum of Understanding (MOU) is hereby entered into between the Lake Forest School District (herein referred to as the "LFSD" or "District") and the Lake Forest Education Association (herein referred to as the "Association").

#### The parties undersigned agree to and stipulate to the following conditions regarding Article 14.A.2 of 2023-2026 Negotiated Agreement:

1. The District would only initiate this type of transfer if there is a current vacancy or another employee would voluntarily agree to transfer, creating the opportunity for a swap.
2. The employee that is affected by the district-initiated transfer would be allowed representation as part of the conference mentioned in the language. This is where the district would justify the purpose of initiating such a transfer.
3. All other educational support employees shall be continued in their respective buildings and/or shift assignments for the coming year unless any such positions are to be eliminated, transferred, or changed and such affected employees are notified in writing on or before June 1. These changes shall be processed through the Reduction In Force provisions of Article 17.

Any amendments to this MOU shall require written agreement signed by the Association and District.  
This MOU shall be in effect beginning July 1, 2023 and expire on June 30, 2026.

#### FOR THE DISTRICT

  
President, LFSD Board of Education

6/22/23  
Date

  
Superintendent of Schools, LFSD

6/22/2023  
Date

#### FOR THE ASSOCIATION

  
President, Lake Forest Education Association

6/22/23  
Date

  
Vice President, Lake Forest Education Association

6/22/23  
Date



