

MASTER AGREEMENT

BETWEEN

LAKE COUNTY SCHOOL DISTRICT R-1

AND

LAKE COUNTY EDUCATION ASSOCIATION

Para-Professionals, and Non-Administrative Pre-School Staff

December 2024

PREAMBLE

The District and the Association recognize and declare that providing a quality education for the children attending school in the Lake County School District R-1 is their mutual aim. The Parties desire to promote collaborative relationships among the Board, administration, and all staff, specifically the para-professionals, and non-administrative pre-school staff of the District who are covered by this Agreement, with the purpose of supporting the best student education and learning environment. Additionally, the Parties desire to provide a structure that will also ensure mutual respect, values, and honor while the Parties carry out this education mission.

NOW, THEREFORE, the Parties, agree to the following.

ARTICLE I - PARTIES

The Parties to the Collective Bargaining Agreement (Agreement) are the **LAKE COUNTY SCHOOL DISTRICT R-1**, in the County of Lake and the State of Colorado, and the **LAKE COUNTY EDUCATION ASSOCIATION**.

ARTICLE II - TERM

The term of this Agreement shall be from the Board's execution date as set forth below through June 30, 2025. This Agreement shall not be amended in whole or in part except in writing duly executed and ratified by the District and the Association.

ARTICLE III - DEFINITIONS

- 3.1 The term "District" shall mean the Lake County School District R-1 in the County of Lake and the State of Colorado.
- 3.2 The term "Board" shall mean the Board of Education of the District.
- 3.3 The term "Association" shall mean the Lake County Education Association.
- 3.4 The term "Superintendent" shall mean the Superintendent of the District.
- 3.5 The term "Administrator" shall mean all supervisory personnel employed by the District, including the Superintendent, Directors, Principals, and Assistant Principals.
- 3.6 The terms "District" and "Association" shall include authorized officers, representatives, and agents.
- 3.7 The terms "Parties" as used in this Agreement shall mean the "District" and the "Association".

3.8 The term “Employee” means all covered members of the bargaining unit, which is all para-professionals, and non-administrative pre-school staff of the District. Notwithstanding that Employees may be less than Full-time, it is specifically understood that only Employees who work thirty (30) hours or more a week during their employment period shall be eligible for health insurance benefits and other benefits shall be prorated according to the Employee’s Full-Time Equivalency (FTE).

3.9 The term “Full-Time” refers to any employee whose work schedule is thirty (30) hours or more for a week for the entire school year.

3.10 The term “Compensation” shall mean the annual increases for hourly rates for the District’s current Employees; it specifically does not extend to base wages, any other form of compensation, and any other financial matters.

3.11 The term “Day” shall mean a workday when the District administration is open unless otherwise expressly defined in a specific section in the Agreement.

ARTICLE IV – RECOGNITION

4.1 The District recognizes the Association as the sole negotiating agent for the negotiating unit for the term of this Agreement.

4.2 The bargaining unit shall consist of all para-professionals, and non-administrative pre-school staff of the District. It shall not include any other District employees, even if such employees are members of the Lake County Education Association.

ARTICLE V – RESERVATION OF MANAGEMENT RIGHTS

5.1 The District and the Association recognize that the Board has certain powers, discretions, and duties that under the Constitution and the laws under the State of Colorado may not be delegated, limited, or abrogated by Agreement with any party.

5.2 The management of the District in the direction of the Employees for all purposes is vested solely and exclusively in the Board and shall not in any way be abridged except as specially limited by the express terms of this Agreement. This District preserves and retains solely and exclusively all of its constitutional, statutory, and common law rights and responsibilities to manage the District, and to take any and all necessary action to carry out the mission of the District. The District specifically maintains its supervision and control of all operations, including, but not limited to, the right to hire, promote, suspend, or discharge employment, and/or to transfer employees, to relieve employees from duty because of lack of work, or for any other non-discriminatory reason or for no reason at all.

5.3 Only such provisions as specifically set forth in writing in this Agreement, shall be negotiated. Any and all rights, duties, and authority by the District shall remain in the District’s sole discretion even if not set forth herein.

ARTICLE VI – NO STRIKES OR WORK STOPPAGES

6.1 It is agreed by the Association that during the term of this Agreement there will be no strike, picketing, picket line observance, work slowdown, or other concerted work-related activity by members of the Association, including, without limitation, any activity which impairs the classroom performance of the members of the Association. The parties acknowledge that the provisions of this Article are essential for the protection of the District, and that any breach of this Article would cause immediate and irreparable damage to the District. All Employees and Employee representative organizations are prohibited from engaging in this conduct. Any violation of the foregoing provisions may be grounds for discipline.

ARTICLE VII – GENERAL

7.1 Governing Law. This Agreement shall be governed and construed according to the Constitution and laws of the State of Colorado.

7.2 Multi-Fiscal Year Requirements. Pursuant to Section 22-32-110(5), C.R.S., the District may reopen negotiations regarding Compensation and health insurance when it deems necessary for budgetary purposes. Additionally, this Agreement is a multi-fiscal year obligation that is subject to appropriation pursuant to Article X, Section 20 of the Colorado Constitution. As such, the District has the Constitutional right under Article X, Section 20 of the Colorado Constitution to non-appropriate funds for any multi-fiscal year financial obligations undertaken in this Agreement. The District will provide the Association with written notice of such non-appropriation; however, even without such notification, the non-appropriation shall be effective. Upon cancellation as provided in this paragraph, the District shall not be responsible for any payment which would fall due after the end of the fiscal year in which notice of cancellation was given, but shall be required to meet promptly with Association Representatives to renegotiate the cancelled obligation.

7.3 Non-Discrimination. Neither the Board, the Association, nor either's members, agents, representatives or employees shall discriminate against any Employee as a result of membership or non-membership in the Association. Additionally, neither Party shall discriminate based upon race, gender, sex, religion, creed, or any other protected class.

ARTICLE VIII – NEGOTIATIONS PROCESS

8.1 Interim Year Negotiations for Compensation. During the interim year of the term of this Agreement (2023-2024), only Compensation and health insurance shall be negotiated.

8.2 Successor Agreement Negotiations.

8.2.1 Association Notice Requirement. In the final school year of the term of this Agreement (2024-2025), the Association may provide written notice to the District by February 1 (February 1, 2025) of its intent to negotiate a successor agreement. If written notice of the intent to negotiate a successor agreement is not made by the Association in writing by that time, the Agreement and all contained terms will automatically terminate at the expiration date for the term of the Agreement.

8.2.2 Negotiations Topics. If the Association provides such notice, then the parties shall, in good faith, meet to negotiate such successor agreement. For said negotiations, the items to be negotiated shall only include Compensation, the amount of the District's contribution to health insurance premiums, and, if either party desires, a maximum of three (3) proposals for language regarding any current Agreement provision. Upon mutual prior written agreement parties may bring more than three (3) proposals, with a maximum of five (5) proposals. If either party desires to negotiate their respective language items as permitted by this Article, that party shall provide in writing to the other party a list of such language items at least two (2) weeks prior to the initial meeting under Article 8.6 below.

8.3 Negotiating Teams. For negotiations under this Agreement, each party may have a maximum of six (6) team members. The Association's representatives shall be members of the bargaining unit and may also include a UniServ Director and/or other outside contracted negotiations advisor or consultant. Of the six (6) team members for the Association, at least one (1) seat each shall be reserved to be filled by members who hold a contract/notice of assignment as a para-professional, and non-administrative preschool staff member. If no such staff member fills the seat, then such seat shall remain vacant on the Association's team. Prior to the time set for the first negotiations session, the District and Association shall each designate in writing the team member names.

8.4 Potential Coordination of Negotiations with the LCEA Teachers. To the extent feasible, the negotiations in either an Interim Year Negotiations for Compensation pursuant to Article 8.1 or for a Successor Agreement pursuant to Article 8.2 may be in coordination with the LCEA Teacher's Contract negotiations when the parties mutually agree in writing by January 31.

8.4.1 Negotiation Team Membership. If mutually agreeing to this coordination, a maximum of nine (9) members of the combined two separate bargaining units may attend as the negotiations team, including a minimum of one (1) member each who holds a contract/notice of assignment as a para-professional, and non-administrative preschool staff member. If no such member is on the team, then such seat shall remain vacant.

8.4.2 Limitation on Language Negotiation Topics. If mutually agreeing to this coordination for language items, notwithstanding Article 8.2.2, there shall be a maximum of one (1) language proposal from this bargaining unit.

8.4.3 Salary Negotiations. Nothing in this provision shall require the parties to coordinate both language and salary negotiations in the same year. The parties may determine to coordinate only salary negotiations.

8.4.4 Timing. If **mutually** agreeing to this coordination, the timetable for negotiations shall be that of the LCEA teacher contract negotiations.

8.5 Substitute Costs. Negotiations shall be scheduled on non-work days (e.g. Fridays) or after school hours unless otherwise agreed upon by the Parties. In the event that substitutes are required for Employees to attend negotiations for this Agreement, the District and Association shall split the cost of the substitutes.

8.6 Negotiations Process. Both the District and the Association have an interest in a negotiations process that is effective in resolving problems arising in or relating to negotiations. The Parties shall determine on an annual basis the negotiations method to be utilized for bargaining.

8.7 Negotiations Timing and Schedule. Negotiations pursuant to Articles 8.1 and 8.2 above shall begin by the second week of April. The initial meeting shall include time for the teams to set the negotiations schedule, review the language items to be negotiated, and set the agenda for the next negotiations session. All reasonable efforts shall be made to conclude the negotiations by the second week of May. If agreement is not reached by this time, the parties may mutually agree to continue to negotiate. If there is no such agreement, then the parties shall be at impasse.

8.8 Memorandum of Understanding. If during the term of this Agreement the parties mutually agree to amend any provision, a Memorandum of Understanding (MOU) shall be utilized to record such amendment in writing as required by Article II. Nothing requires either Party to negotiate or agree to any amendment through an MOU. The MOU shall be in writing and shall be submitted to the Association's membership for ratification, and upon a successful ratification, to the Board of Education for its approval.

8.9 Impasse Procedures. If, during the course of negotiations, a mutually satisfactory solution to an issue or issues is not reached, either Party may declare in writing that an impasse exists and submit the issue or issues in dispute to mediation or fact finding.

8.9.1 Issues in Dispute. After impasse has been declared, within five (5) business days, a list shall be prepared including all items agreed upon to date as well as those items to be submitted to mediation or fact-finding. Each item shall show the last position taken by each negotiating team which should thereby clarify the difference between the Parties. This list shall be signed by the

spokesman or chief negotiator of both negotiating teams and presented to the mediator and/or fact-finder.

8.9.2 Processes Available During Impasse. The following procedures shall be available to the Parties to attempt to resolve any impasse which may be reached in the bargaining process:

8.9.2.1 Mediation.

8.9.2.1.1 During the course of negotiations, either Party or both Parties may jointly request mediation services from the Federal Mediation and Conciliation Services (FMCS), or other mediator mutually agreeable to the Parties, to assist the parties in attempting to reach an accord.

8.9.2.1.2 The mediator shall meet with the parties within ten (10) working days of the request. The Parties and the mediator shall establish the mediation schedule and the ground rules.

8.9.2.1.3 The cost and fees of mediation, if any, shall be shared equally by the Parties.

8.9.2.2 Fact-Finding. The advisory fact-finding procedure may be initiated if the Parties are unable to resolve the dispute through mediation. When advisory fact-finding is initiated, the following procedures shall be utilized.

8.9.2.2.1 Fact-finder Selection. The Parties will attempt to mutually agree upon a fact-finder. If the parties are not successful in selecting a desired neutral in this fashion, either party may submit a request to the American Arbitration Association for selection of a neutral or neutrals according to its then current rules, requesting the American Arbitration Association to submit identical lists of names of five (5) persons skilled in resolution of educational labor disputes to each party within seven (7) calendar days. Five (5) days after receipt of the list or lists, the parties shall convene either personally or by telephone and shall alternately strike names until one (1) name is left. The remaining name shall be the neutral fact-finder. If the parties have initiated fact-finding jointly, the party striking first shall be determined by a coin flip. If one (1) party has initiated the request for fact-finding, that party shall strike first.

8.9.2.2.2 Hearings. The dates, times, and format of meetings and hearings will be arranged by the fact-finder and the Parties. The fact-finder shall convene a hearing upon at least ten (10) days written notice to both parties at which both parties may appear to present

the facts and argument with regard to those matters remaining in dispute. Fact-finding shall be held within sixty (60) days of the selection of the fact-finder or by the earliest date the fact finder and Parties are available.

8.9.2.2.3 Advisory Recommendation. The advisory fact-finding report shall be issued to the parties within thirty (30) working days of the conclusion of any hearing, the submission or post-hearing briefs, or the submission of the transcript of the hearings, whichever occurs last. The report shall contain the findings of fact, reasoning, and recommended terms of a proposed settlement on the issues submitted. The fact-finding report shall be advisory only and shall not be binding on the Board or the Association.

8.9.2.2.4 Consideration of Advisory Recommendation. After the advisory fact-finding report is received, the District and the Association shall give the report due consideration; provided, however, that the final decision with respect to the matter which was the subject of the advisory fact-finding shall remain in the discretion of the Board. To the extent that tentative agreement is reached on the issues in dispute as a result of fact finding, the procedures for ratification shall be followed as set forth in the Agreement. The representatives of the Board and the Association shall take official action on the advisory report at the next regularly scheduled Board meeting or ten (10) days after receipt of the recommendation, whichever is later. The final decision with respect to the matter that was the subject of the fact-finding process shall remain in the discretion of the Board.

8.9.2.2.5 Cost Share. The cost of advisory fact-finding, if any, including the costs and fees of the fact-finder, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Parties. However, each Party shall pay its own attorney's fees, expert fees, and/or other consultant fees, in any.

ARTICLE IX – EMPLOYMENT OVERTIME

9.1 Overtime Pay. The District will determine which Employees are subject to minimum wage and overtime requirements pursuant to law. These non-exempt employees will be paid overtime at the rate of one and one half (1 ½) times of their regular rate of pay for actual hours worked in excess of forty (40) hours in any work week. All overtime must be approved ahead of time by the Employee's supervisor.

9.2 No Compensatory Time. Compensatory time (also known as Compensation Time or Comp Time) is not allowed. Employees may work to receive advanced approval from their respective supervisors to adjust their workweek schedule. The Employee's

supervisors shall have the sole discretion to make any such requested workweek schedule adjustments. Any additional hours beyond the contracted time shall be compensated with regular pay or by overtime pay, as appropriate, as set forth in Article 9.1 above.

ARTICLE X – RIGHT TO JOIN ASSOCIATION/NO RETALIATION OR DISCRIMINATION

10.1 The District and the Association agree that every Employee shall have the right to freely join and support the Association if desired. Additionally, every Employee shall have the right to not join the Association. Neither party will directly or indirectly discourage, deprive or coerce an Employee in the exercising any rights to join or not join the Association.

ARTICLE XI – ASSOCIATION DUES

11.1 The District agrees to deduct from each Association member's paycheck an amount to cover the Association dues as established by the Association from time to time, as each individual educational staff member may voluntarily authorize, in writing, to be deducted, and to transmit the amount so deducted and so authorized to specified representatives of the Association on a monthly basis.

11.2 The deduction of Association dues shall be made on each paycheck following the pay period in which the written authorization was received.

11.3 An Association member may revoke, in writing, such dues deduction at any time. Dues deduction will continue to be automatic unless revoked in writing by the Association member. The District shall cease the dues deduction for that member on the paycheck following the pay period when such written authorization was received.

11.4 The Association shall indemnify the District and hold it harmless against all claims, demands, suits or any other forms of liability that shall arise out of or by reason of any action taken by the District for this purpose.

ARTICLE XII – USE OF SCHOOL FACILITIES

12.1 Facility Use Request Form. The Association and its members shall have the right to use school facilities and equipment by following Board Policy and Procedures, including the use of District's facilities use request form. The District may, but is not required to, waive associated fees for such use.

ARTICLE XIII – EMPLOYEE RIGHTS

13.1 Personnel Files. Except for pre-employment confidential letters of reference or placement files concerning employment, or letters of reference, an Employee, upon request, shall have the right to view the contents of his/her personnel file maintained at

the District's Administration Building and to make copies of any documents contained in such files, at his/her own expense. No materials derogatory to the Employee's conduct, service, character or personality will be placed in said personnel file unless the Employee has had an opportunity to review such materials. An Employee shall have the right to submit a written response to such materials within ten (10) days of the date on which the Employee was given the opportunity to review such material. The response shall be attached to the materials to which it relates.

ARTICLE XIV – HEALTH INSURANCE

14.1 The District will provide group health insurance available to all Employees. Employees will be treated equally regarding access to health insurance. The District, in its sole discretion, shall determine the provider for such health insurance.

ARTICLE XV – PAID TIME OFF

15.1 Paid Time Off (PTO).

15.1.1 Each employee shall earn twelve days of Paid Time Off (PTO) each contract year. Such leave shall be accrued by the employee on the first day of the fiscal year. Part time staff will receive PTO at a rate proportional to their FTE percentage.

15.1.2 PTO is provided for the employee's use under the following conditions:

15.1.2.1 Sick Leave.

15.1.2.1.1 For an appointment with a doctor, dentist or other health care specialist.

15.1.2.1.2 For the illness of the teacher or the teacher's immediate family.

15.1.2.2 Personal Leave.

15.1.2.2.1 For any other purpose. And,

15.1.2.2.2 Other allowable uses as allowed per law.

15.1.3 If an employee exhausts all Current and Accrued PTO leave, any excess PTO days taken by the employee that are not covered by the sick leave bank shall be deducted from the employee's pay as Leave Without Pay at the employee's daily rate.

15.1.4 PTO shall be requested at least 3 working days prior to absence. The only exception shall be in cases of illness or emergency. Employees shall follow procedure to notify the substitute coordinator and supervisor so that arrangements

can be made for substitutes or other necessary personnel. PTO requests may be granted or denied based on the availability of substitutes.

15.1.5 PTO may not be taken to extend Thanksgiving, winter or spring break, or during the first four weeks (including in-service days), or the last two weeks, of the teacher contract year unless being used for sick leave or emergency. Under exceptional or hardship situations, exceptions must be approved by the Superintendent or his/her designee.

15.1.6 The maximum number of days of PTO that may be used for personal leave consecutively is two contract days. Under special or hardship situations, exceptions must be approved by the Superintendent or his/her designee.

15.1.7 Accrued PTO.

15.1.7.1 Unused PTO days shall accrue from year to year during an employee's employment up to a maximum of 90 days of Accrued PTO. All current sick and personal leave accrued before July 1, 2019, shall roll over and be included in the employee's Accrued PTO balance. Accrued PTO is subject to the following regulations:

15.1.7.1.1 Unused PTO days that would take an employee's Accrued PTO balance over 90 days shall be "cashed in" at the end of each fiscal year (June 30) and paid to the employee at the base substitute rate, rather than rolled over into the Accrued PTO balance.

15.1.7.1.2 No employee shall receive pay for Accrued PTO at the time of termination of employment, except for retiring employees (defined as employee's retiring through PERA or having 20 years or more of service in LCSD), who shall be paid half of the base substitute daily rate per unused Accrued PTO day.

15.1.7.2 Accrued PTO may only be used for the purposes of sick leave, as defined above in 15.1

15.1.7.3 Current PTO must be used before Accrued PTO may be used in a given year.

15.1.8 Annual PTO Buy-Back.

15.1.8.1 If an employee has 7 or more days of remaining Current PTO at the end of the fiscal year (June 30), s/he may receive payout for the remaining days at the base substitute teacher rate according to the schedule below:

15.1.8.1.1 An employee who has 10 or more remaining Current PTO days may opt to receive payout for up to four (4) PTO days at the base substitute rate.

15.1.8.1.2 An employee who has 9 remaining Current PTO days may opt to receive payout for up to three (3) PTO days at the base substitute rate.

15.1.8.1.3 An employee who has 8 remaining Current PTO days may opt to receive payout for up to two (2) PTO days at the base substitute rate.

15.1.8.1.4 An employee who has 7 remaining Current PTO days may opt to receive payout for up to one (1) PTO days at the base substitute rate.

15.1.8.1.5 An employee who has 6 or fewer remaining Current PTO days does not have a payout option.

15.1.8.2 Days that are eligible for and opted for payout will be paid on the June paycheck of the contract year and will be paid at the daily substitute rate. Any additional days missed, other than those allowed herein or in other leave policies, will result in a reduction of pay on a per diem basis.

15.1.8.3 An employee who does not opt to have eligible PTO days paid out will have those days roll over into Accrued PTO as defined above.

15.2 Sick Leave Bank.

15.2.1 A sick leave bank shall be established, based upon PTO days contributed by employees to the bank, to provide a source of leave beyond an individual employee's Current and Accrued PTO for employees, or employees immediate family members, whose illness(es) cause them to exhaust their Current and Accrued PTO leave. An employee must exhaust all Current and Accrued PTO before accessing the sick leave bank for any purpose.

15.2.2 Sick leave bank may only be used for the employee's, or the employee's immediate family members, illness (including mental or physical), disability, or for the employee's emotional well-being associated with a traumatic event or emergency. Use of the sick leave bank is not intended for elective procedures or procedures that can be delayed without health consequences until a time during which school is not in session. The bank may be used for a employee's maternity leave. Maternity leave is defined as 6 weeks for a "normal" delivery and 8 weeks for a "complicated" delivery.

15.2.3 To become a member of the sick leave bank, an employee shall donate one PTO day each year for the first three years the employee is a member. If, at any time, the balance of days in the sick leave bank drops below one hundred days, participating employees will be required to donate one additional day per year until the balance in the bank equals or exceeds one thousand days. In the event an employee chooses not to participate in the bank, or wishes to withdraw from the bank, the employee must provide written notice to the Human Resources Director and to the Association.

15.2.4 A Sick Leave Bank Committee shall consist of the President of the Association and up to two members of LCEA leadership. The Committee shall be governed by guidelines which shall be drafted by the Association, reviewed by legal counsel for the District and the Association, and approved by the District and the Association. The Committee shall review applications for the use of sick leave bank days, shall apply the guidelines in good faith, and shall approve or deny the application. The Committee will report documentation and outcome of the application to the Human Resource Director.

15.2.5 A member of the sick leave bank seeking to utilize days from the bank must submit a written application to the Sick Leave Bank Committee. Before approving the application, the Sick Leave Bank Committee may require the member to submit verification from the member's physician that the member is unable to work and the estimated period of recovery for the member or the member's immediate family.

15.2.6 No member may use more than 60 days from the sick leave bank in any school year.

ARTICLE XVI – EVALUATION

16.1 Evaluation Purpose. The primary function of evaluations is the improvement of all Employees' performances.

16.2 Evaluation Timing. All Full-Time Employees shall receive one (1) evaluation each school year by their immediate supervisor. Evaluations are maintained in District Human Resources personnel files.

ARTICLE XVII – DISCIPLINE

17.1 Just Cause Requirement for Discipline. No employee will be disciplined or reprimanded in writing, including having a reduction in compensation, without just cause.

17.2 Continuing Employment Rights. No employee may be terminated mid-year without just cause following three (3) consecutive years of employment with effective or satisfactory (or other similar ratings as used by the District in the relevant evaluation system) evaluations. An individual employee who has not been terminated prior to June

1 of the end of the third such year, shall receive an employment contract for the following school year. The employee shall then have ongoing job protections, meaning they may not be dismissed without just cause. In the event that an employee has two consecutive years of ineffective or unsatisfactory (or other similar rating as used by the District in the relevant evaluation system) ratings after gaining continuing employment rights, then such employee shall lose continuing employment rights at the beginning of the next school year. Upon the effective date of this Collective Bargaining Agreement, any bargaining unit members meeting the criteria of three (3) consecutive years of employment with effective evaluations shall have ongoing job protections as described in this section. Bargaining unit members not meeting the criteria of three (3) consecutive years of employment with effective or satisfactory (or other similar ratings as used by the District in the relevant evaluation system) evaluations shall have their then-current continuous years of demonstrated effectiveness or satisfaction count towards these ongoing job protections.

17.3 Restorative Practices. Nothing in this Article shall limit the District's ability to utilize restorative practices in lieu of any formal disciplinary process in the District's discretion and with the consent of the Employee involved.

17.4 Right to a Representative. Every Employee has the right to have an Association representative in attendance at any disciplinary meeting. The District shall, provide the Employee reasonable notice in order to allow time to secure representation. The role of the Association representative is limited to advising the staff member.

17.5 Progressive Discipline. The Parties agree that progressive discipline is the preferred disciplinary process. The District will utilize a progressive discipline approach; however, the District may determine that such an approach is not appropriate for an individual situation if the situation is determined to be sufficiently serious to skip a step of the progressive discipline process. The standard sequence of such disciplinary action would be as follows:

Verbal and/or written reprimand;
Suspension; and,
Termination.

17.6 Employee Response. Employees may respond to any letter of warning or letter of reprimand in writing. These responses must be provided to their administrator within ten (10) working days of receipt of the letter of warning or letter of reprimand. These letters will then be attached to the appropriate letter in their personnel file.

ARTICLE XVIII – GRIEVANCE

18.1 Grievance. A grievance is defined as a complaint of an alleged material violation, misinterpretation, or misapplication of the terms of this Agreement as they apply to Employees. Notwithstanding the foregoing, a Grievance shall not include any

matter where the method of review is prescribed by law, or the Board is without authority to act, or concerning any discipline of an Employee.

18.2 Grievant. A grievant is defined as an Employee.

18.3 Purpose. Good morale is maintained, as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure set forth in this Article is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time.

18.4 Informal Complaint. An Employee who believes that there has been a violation, misinterpretation, or misapplication of this Agreement shall first discuss such complaint with the principal or responsible administrator with the objective of attempting to resolve the matter informally. This discussion must occur within seven (7) days of the act upon which the Grievance is based. If the complaint is not successfully resolved within seven (7) working days after such discussion, the Employee may file a grievance.

18.5 Level One - Formal Complaint. If the Informal Complaint has not been resolved informally, a Grievance may be filed with the principal or responsible administrator. The grievance shall contain a concise written statement of the provisions of this Agreement which were allegedly violated, misinterpreted or misapplied, and the relief requested.

A Grievance must be filed within five (5) days from the date of the informal discussion meeting or ten (10) days from the date the Grievant knew or should have known of the occurrence of the event giving rise to the Grievance, whichever is later.

The principal or responsible administrator shall within ten (10) days of receiving the Grievance shall meet with the Grievant to discuss the Grievance. The principal or responsible administrator shall then have five (5) working days after the meeting in which to communicate a written decision to the Grievant. A copy of such response shall be provided to the Grievant and the Association.

18.6 Level Two: Appeal to Superintendent. In the event the Grievant is not satisfied with the disposition of the Grievance at Level One, or if no decision has been rendered within five (5) days after the formal Level One meeting, then the Grievant may file an appeal in writing with the Superintendent within ten (10) working days of the receipt of the administrator's written response at Level One or within fifteen (15) days after the formal Level One meeting, if no written decision is provided. Within (10) days after receiving the written appeal, the Superintendent shall meet with the Grievant and, at the Superintendent's discretion, the principal, immediate supervisor, or other party or parties involved in the matter on behalf of administration. Within (5) days of the meeting, the Superintendent shall communicate a written decision to the Grievant. A copy of such response shall be provided to the Grievant and the Association.

18.7 Level Three: Mediation. If the Grievant is not satisfied with the disposition of such Grievance at Level Two, or if no decision has been rendered within ten (10) days after the Level Two meeting, the Grievance may proceed to Level Three within fifteen (15) days of the Level Two decision or Level Two meeting date if there is no written decision on that level. To proceed with Level Three, the mediation request must be in writing, signed by the Grievant and the Association, and received by the Superintendent within the time provided.

18.7.1 Within five (5) days of the Association's receipt of such notice to participate in mediation, the parties shall then request a mediator from the FMCS or mutually acceptable mediator.

18.7.2 Within sixty (60) days of agreeing upon the mediator, the Parties shall conduct the mediation. This date may be mutually extended. Meetings between the parties may be held separately or together at the request of the mediator.

18.7.3 If the Parties reach an agreement through mediation, such agreement shall be reduced to writing. The mediation agreement shall be binding upon the Parties.

18.8 Level Four: Arbitration. If the Grievant is not satisfied with the disposition of the Grievance at Level Two, or if no decision has been rendered within ten (10) days after the Level Two meeting, the Association may, within fifteen (15) days after a decision by the Superintendent, or twenty-five (25) days after the Level Two meeting, whichever is sooner, or if no agreement is reached using Level Three mediation, request arbitration if the Grievance involves the interpretation, meaning, or application of any of the provisions of this Agreement. Arbitration requests must be in writing, signed by the Grievant and the Association, and received by the Superintendent within the time provided. If any question arises as to arbitrability, the arbitrator selected to hear the dispute shall first rule upon such question prior to proceeding with scheduling the arbitration hearing.

18.8.1 Within five (5) school days of the Superintendent's receipt of such notice, the Superintendent and/or designee, and the President of the Association and/or designee, will simultaneously exchange lists of at least four (4) arbitrators. Within five (5) school days thereafter, a meeting of these individuals shall be held in an attempt to agree upon an arbitrator.

18.8.2 If the Parties are unable to agree upon an arbitrator at such meeting, the arbitrator shall be selected in the same manner as set forth in Article 8.8.2.2.1.

18.8.3 The arbitrator will have authority to hold hearings and make procedural rules. The arbitrator will issue a report within a reasonable time after the date

of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and evidence are submitted to the arbitrator.

18.8.4 All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.

18.8.5 The arbitrator's report shall be submitted in writing to the District and the Association only, and shall set forth the arbitrator's findings of fact, reasoning, conclusions, and recommendations on the issues submitted. The arbitrator's recommendations shall be consistent with law and with the terms of this Agreement. The arbitrator's report shall be advisory only, and binding neither on the District nor on the Association.

18.8.6 Within five (5) school days after receiving the report of the arbitrator, representatives of the parties will meet to discuss the report, and, if necessary, implementation of the report. No public releases may be made until after such meeting.

18.8.7 The Board shall take official action on the report of the arbitrator at the next regularly scheduled meeting of the Board or within twenty (20) subsequent to the meeting between the representatives of the Parties, whichever is later.

18.9 General Provisions Applicable to All Levels of a Grievance.

18.9.1 Right to Be Present; Right to Representation. A Grievant shall have the right to be present at all meetings related to the Grievance and, at the option of the Grievant(s), may be represented at such meetings by a representative of the Association.

18.9.2 No Retaliation. Neither the Board nor the Association nor any member of the administrative staff of the District shall retaliate against an Employee because the Employee has participated in the grievance process, whether as a grievant or a witness.

18.9.3 Failure To Comply With Time Deadlines. Failure to file a Grievance within the required time, or failure to appeal the Grievance to the next level within the required time, shall constitute a forfeiture of the Grievance and deemed to be an acceptance of the decision made or rendered. The failure of the responsible administrator to render a decision on a grievance within the required time shall constitute a denial of the Grievance and permit appeal of the Grievance to the next level within the prescribed time limits. Timelines may be changed only through prior mutual written agreement of the parties.

18.9.4 Sole Forum. The Grievance procedures set forth in this Article shall be the exclusive forum for obtaining redress or relief for an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

18.9.5 Grievance Information. At a minimum, a Grievance filing must contain the following information:

- The date on which the matter complained of occurred;
- The sections or provisions of the Agreement allegedly misapplied or misinterpreted;
- The disposition sought by the aggrieved employee;
- The signature of the employee or employees who claim to be aggrieved by the matter being complained of and to whom any remedy shall apply; and,
- The date the Grievance is submitted.

18.9.6 Cost Sharing. The Parties shall share equally the entire cost of the mediator and arbitrator, and any other costs or expenses arising from or relating to the mediation and/or arbitration process(es). This provision is not intended to require either Party to pay the other Party's attorneys' fees, costs, consultant fees, or expenses if not otherwise provided in this Agreement.

18.9.7 Days. The days in this Article 18 shall be calendar days.

ARTICLE XIX – ASSIGNMENTS AND TRANSFERS

19.1 Procedures. The assignment and transfer procedures as set forth in Board Policy GDJ shall be followed for assignments and transfers. If the District will be amending Board Policy GDJ, the District will provide reasonable notice to the Association of such proposed amendments. If the Association has questions or concerns about the potential changes, such questions or concerns shall be brought first to the Superintendent. If after discussions with the Superintendent the Association still has questions and concerns about the potential amendments, the Association may speak to the Board through public comment at a Board meeting

19.2 Transfer Requests. Employees who desire a transfer in assignment shall follow the procedures as set forth in Board Policy GCKA.

ARTICLE XX – WORKING DAYS, TIME, WAGE, AND SCHEDULE

20.1 Individual Employee Contracts. Each individual Employee's contract/notice of assignment shall specify the number of contract days for the school year that such individual Employee shall be contracted to work.

20.2 Lunch and Breaks. Each Employee shall take a thirty (30) minute duty free lunch and 10-minute rest period that comply with state and federal laws.

20.3 Individual Work Schedules. Each Employee shall be provided a schedule of their designated assigned working days from their respective supervisors.

20.4 Base Placement Wages. For information purposes only, as determined by the District in its discretion, the base placement wages for the 2022-2023 school years are as follows:

- Paraprofessionals - \$17/hr base
- Instructional Paraprofessionals - base of \$19/hr base
- Preschool Assistant Teacher & Support Staff - \$17/hr base
- Preschool Lead Teacher & Home Visitor- \$19/hr base

ARTICLE XXI – ENTIRE AGREEMENT

21.1 Entire Agreement. The District shall not be bound by any requirement which is not specifically stated in this Agreement. Specifically, but not exclusively, in regard to interpretation or construction of this Agreement, the District is not bound by any past practices, or understandings with any labor organization, unless such past practices or understandings are specifically stated in this Agreement.

21.2 Waiver of Bargaining. The Association and the District agree that this Agreement is intended to cover all matters within the scope of bargaining, and that during the term of this Agreement, neither the District nor the Association will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

21.3 Savings Clause. Should any provisions of this Agreement be found to be inoperative, void, or invalid by any court or tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

21.4 Modification of Agreement. No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is in writing and is ratified by both the Board and the Association.

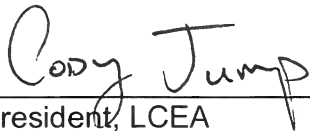
21.5 Waiver. Failure of either party to enforce, or insist upon, the performance of any term, condition or provision of this Agreement, in any one (1) or more instances, shall not be deemed a waiver of such term, condition or provision. No term, condition or provision of this Agreement shall be deemed waived by either party unless such waiver is reduced to writing and signed by the Association's officers and the Board. If such written waiver is given, it shall apply only to the specific case for which the waiver is given and shall not be construed as a general or absolute waiver of the term, condition or provision, which is the subject matter of the waiver.

Signature Page to Follow
(include dates of execution of each party)

**COLLECTIVE BARGAINING AGREEMENT
SIGNATURE PAGE**

This Agreement made this 9th day of Dec, 2024.

**LAKE COUNTY EDUCATION
ASSOCIATION**

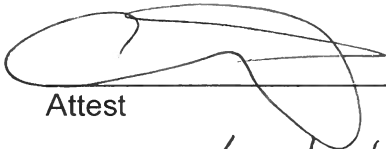


President, LCEA

LAKE COUNTY SCHOOL DISTRICT



President, Board of Education



Attest

Date: 12/12/24



Attest

Date: 12/9/24