

Article 3

3 Association Relationship

3-1 The Board recognizes the Association as the exclusive bargaining agent representing all educators as defined in Article 1 in matters involving wages, hours and other terms and conditions of employment ~~including working conditions and allocation of District resources affecting the employment and working conditions of educators, including place of work, budgetary and financial issues of the public employer, and the allocation of resources of the public employer affecting educators until July 31, 2024.~~ The term of this Agreement will commence August 1, 202~~4~~⁸, and will expire on July 31, 202~~8~~⁴, unless extended through the negotiation process outlined in Article 4.

3-2 All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association and will not be granted to any other educator organization which seeks to represent educators in the matters set forth in Section 3-1. The granting of these rights and privileges will in no way be construed to diminish or impair the rights, powers and discretion of the Board or administration vested in Colorado law.

3-3 The District will release the president of the Association from the president's regular assignment during their term of office. The Association will reimburse the District for the president's salary, plus the actual cost of all PERA contributions, the cost of all benefits, ~~the president's yearly stipend that will be included in the president salary,~~ and all other expenses incidental to the president's employment with the District. If applicable, the president will maintain non-probationary status and will maintain all rights and privileges of an educator in accordance with the Agreement, including applicable vertical salary increases and/or longevity increases provided during the president's term. The District will collaborate to find a mutually agreeable position at the end of the JCEA president's term in office.

3-4 The president of the Association, as well as JCEA Staff and CEA Staff ~~who have requested approval by the Principal or District Administrator and assigned to JCEA who have completed an access request approved by the District and are assigned to JCEA,~~ will have the right to visit schools. ~~The Association will attempt to~~ All visits will be coordinate visits with the principal or the principal's designee ~~by sending a calendar invite at least 24 hours in advance with a stated purpose for the visit and length of visit in advance,~~ and any JCEA leader participating in the visit will be identified. All visits will be conducted in a manner that does not disrupt the educational process in the school.

3-5 Subject to the use restrictions as set forth in District policy GBEE (Staff Use of the Internet and Electronic Communications), and any other applicable District policies, the Association will have the right to use school and District facilities and may use school communication facilities including but not limited to bulletin boards and email and physical mail boxes at work sites and District communication facilities limited to bulletin boards, physical mail

boxes, ~~and the District's general email system,~~ and the "pony" for inter-building deliveries. The District will problem-solve with the Association to support timely delivery of Association electronic communications.

3-6 The Association will have the right to have an Association representative(s) at each building. The Association representative will not be subject to any disciplinary or punitive actions due to their participation as representative. The Association Representative will have the right to carry on Association business when it does not interfere with any educators' responsibilities for teaching and/or other school activities. Association Representatives will be released from duties that do not impact instruction when needed to represent an educator in a grievance. If coverage cannot be arranged, the meeting will be rescheduled. (reference 19-1-5)

3-7 The District conducts work with many committees and groups, which engage educators and the JCEA for support and input. The District will request nominees from JCEA for committees which allow for educator representation. The District will seat JCEA appointees to committees equal to other stakeholder groups that are specific to collective bargaining provisions, specifically benefits plan committees and voluntary retirement plan committees, and the performance evaluation committee (1338). Other committees which will accept appointments from the Association include but are not limited to the teacher advisory committee for teaching and learning, and the calendar committee (2). Superintendent committees may consider JCEA recommendations, however, composition of Superintendent committees remains the charge of the Superintendent or designee. Any committee membership structures defined by rules, bylaws, or statutes, will not be superseded by this article. Each July, the District will supply the Association a list of active committees and any available information regarding membership/appointment timelines. In the event that a new committee is created which requires educator representation, the District will notify the Association. The Association may inquire at any time about the provisions of committee membership, and current committee membership.

3-8 The Board agrees that it will not discriminate against any educator with respect to hours, wages or any terms or conditions of employment by reasons of membership (or lack thereof) in the Association, participation (or lack thereof) in any lawful activities of the Association, or institution of any grievance, complaint or proceeding under this Agreement.

3-9 The District agrees to support a school and workplace climate conducive to teaching and learning that is free from harassment and bullying behavior defined as a pattern of written or verbal expressions, physical or electronic acts or gestures that are intended to coerce, intimidate, or cause any physical, mental, or emotional harm. Educator eComplaints arising pursuant to this ~~Section 3-9~~ article are subject to the grievance process. ~~will be handled~~ Complaints pursuant ~~to complaint procedures set forth in~~ to District Policies GBAA will follow the defined complaint process for this policy. ~~or GBK the grievance process, as applicable.~~ The person who is the subject of the complaint or anyone who reports to that person will not investigate or decide the outcome of the complaint.

3-10 The Association will be provided the time and opportunity to ~~participate in events present~~ during new ~~employee orientation and~~ educator induction in order to welcome new employees, introduce them to the Association's mission and invite eligible employees to join. ~~for the purpose of discussing new educators' professional responsibilities to their students and their profession and introducing new educators to the Association and its mission. A presentation of thirty minutes by the JCEA President or designee will occur during a required portion of the new educator induction event. The appropriate District departments Association will coordinate new employee orientation and induction planning with the Association and invite Association representatives to such meetings. The Association will coordinate its involvement with the appropriate District departments.~~

~~3-10-1 Any new employee orientation meetings will have a fifteen minute portion time reserved for the Association to welcome new employees, introduce them to the Association's mission and invite eligible employees to join.~~

3-11 Dues Deductions

3-11-1 The District agrees to deduct from employee's salaries, dues for the JCEA as employees individually and voluntarily authorize, and to transmit the monies to the JCEA or its designated agent. ~~The District recognizes that dues deduction is part of the employee's personnel file and is not subject to Colorado Open Records Act (CORA), C.R.S. 24-72-204(3)(a). Personnel file requests are an exception to CORA. Personnel files means and includes home address, telephone numbers, financial information, and other information maintained because of the employer-employee relationship.~~

3-11-2 Each month the District will provide the JCEA with a list of those employees who have voluntarily authorized the district to deduct dues including names, worksites, employee id numbers, and job titles.

3-11-3 The JCEA will certify in writing to the District the current rate of membership dues. The District will be notified of any change in the rate of membership dues ~~thirty (30) ninety (90) six (6) weeks ninety (90) forty-five (45)~~ days prior to the effective date of such change.

3-12 The District will provide the Association with a list of all educators in the bargaining unit each month including names, employee id numbers, job title, worksite, department name, original hire date, contract type, FTE, and District email address. New hire information will be provided as soon as it is available in the same manner July 1, and August 1.