

Book	H: Negotiations
Section	Labor Relations
Title	
Code	HA
Status	
Adopted	
Last Revised	
Last Reviewed	

Policy Statement

The Board recognizes the right of staff of the district to join organizations for the purpose of improving terms and conditions of employment and making their views known to the Board. Therefore, subject to the limitations as set forth in district policies, employees shall have the right to self-organization, and to form, join or assist employee organizations. Additionally, the Board recognizes the right of employees to refrain from engaging in any and all such organizing activities.

The Board desires to receive input from employees as it relates to decisions which directly concern their working conditions and compensation. Therefore, the Board welcomes feedback and engagement from certified employee organizations. While there are a variety of methods for the Board to engage and collaborate with employee organizations, one distinct form of engagement is to collectively bargain a labor contract with the exclusive representative of an employee group. Other forms may also include formal and informal meet and confer processes with an exclusive representative of an employee group. The Board prefers for any new methods of engagement and collaboration with employee organizations not already in existence at the time of initial adoption of this policy that the form for recognition and collaboration utilize a meet and confer process.

The Board's participation in a negotiation process will remain a voluntary matter. Consequently, the Board reserves the unconditional right to withdraw from the process whenever the Board determines, in its discretion, the interest of the district and/or the public is best served by such withdrawal. Any such withdrawal shall take place at the expiration of any contract term or other appropriate time determined by the Board, as provided by district policy, or any other time that may be mutually agreed to by the district and the recognized employee group. Additionally, the Board's withdrawal decision made in the best interest of the district and/or the public shall not be considered as bad faith bargaining or violation of any laws or regulations.

Finally, while the Board recognizes the right of employees to associate with employee organizations, the protection of the public and the soundness of the district requires that, to the extent permitted by law, the employee organization or its members not have, possess, or be granted the right to organize or participate in a strike, work stoppage, slowdown, mass absenteeism, or any other collective refusal or failure to fully and effectively perform the full responsibilities of their job. Any breach by such activities would materially impair significant public interests in the delivery of public education, which outweighs any individual rights to expressive and concerted activity that may be permissible under Colorado law. This prohibition does not extend to expressive or concerted activities while off duty and expressive and concerted activities that are otherwise permissible under Colorado law so long as it does not impair the delivery of public education in the district. Organizing or participating in the aforementioned disruptive activities may be considered insubordination under this policy and may be grounds for corrective action up to and including termination.

Additionally, while the Board recognizes the right of employees to associate with employee organizations, the following employees are excluded from being recognized through an employee group for any type of collective bargaining: non-hourly supervisory employees (with one exception that is set forth in the implementing regulation of HC-R), administrative exempt employees, contracted employees, and volunteers. This exclusion is to avoid substantial organizational and conflicts of issue due to supervisory responsibilities and control of sensitive personnel and other confidential information.

In this context, "supervisory employee" means an individual, regardless of job description or title, who has authority to act or effectively recommend action in the interest of the district in any one or more of the following supervisory functions, if the exercise of that authority is not merely routine, but requires the exercise of independent judgment:

- Employing, including hiring, transferring, laying off, or recalling employees;
- Managing, supervising, and directing the activities of District personnel and functions;
- Performing administrative functions, assisting staff in the planning, implementation, and district-wide programs;
- Discipline, including suspending, discharging, demoting, or issuing written warnings;
- Evaluations; and,
- Grievance adjudication, including responding to a first-level grievance under a collective bargaining agreement.

Management Rights Reserved

The Board reserves and retains solely and exclusively all of its constitutional, statutory, and common law rights and responsibilities to manage the district and to take all necessary actions to carry out the mission of the district. The management of the district and the direction of the employees are vested solely and exclusively in the district, and shall not in any way be abridged, except as specifically limited by the express terms of a written collective bargaining agreement with a recognized employee organization.

The exclusive rights of the district include, but are not limited to, the following:

- To determine the mission of the district and the methods, processes, and means by which said mission is said to be fulfilled, and to decide any matters of a policy nature;
- To determine district policy, including the right to manage the affairs of the district in all respects, including, but not limited to, determining and implementing the methods, equipment, facilities, and personnel policies, procedures, directives, practices, and other means by which district operations are to be conducted, and taking the steps it deems necessary to maintain the efficiency and safety of operations of the personnel engaged therein;
- To develop, enforce, modify, or terminate any policy, procedure, manual, work method, or the like, associated with the operations of the district;
- To determine training needs, methods of training, and employees to be trained;
- To extend, limit, or curtail the operation of the district, including to determine or consolidate the location of operations, offices, and work sites, including permanently or temporarily moving operations, in whole or in part, to other locations;
- To direct the work of all employees and determine the duties of a position;

- To hire, promote, demote, classify, evaluate, and retain employees in positions with the district;
- To determine the size, composition, and makeup and distribution of the workforce, including staffing levels;
- To demote, suspend, discharge, or otherwise discipline employees for cause;
- To transfer, assign, and schedule employees, including determining schedules, creating schedules, and establishing or modifying the workweek;
- To determine that a reduction in force is required and reduce the force, whether due to lack of work, lack of funds, or for other legitimate reasons;
- To determine any matters of an academic nature; and,
- To determine the budget and fiscal policies of the district.

Book	H: Negotiations
Section	Certification and Decertification Process
Title	
Code	HC-R
Status	
Adopted	
Last Revised	
Last Reviewed	

Policy Statement

This regulation defines the certification process and applicable standards for a labor organization to be recognized by the Board, as well as the decertification process and requests of a subgroup to be removed from a recognized labor organization. All employee organizations recognized by the Board of Education by written contract at the time this regulation was adopted, are deemed certified and not required to recertify during the term of the collective bargaining agreement.

Bargaining Units

For an employee organization to be recognized by the Board, it must define the group (bargaining unit) of non-administrative or non-hourly supervisory employees it seeks to represent. The Board will not recognize or bargain with organizations that represent administrative staff or other non-hourly supervisory employees. Administrative staff includes, but is not limited to, all central administrators, professional technical staff, specialists, coordinators, and administrative exempt assistants, as well as other positions identified by Human Resources. Neither will the Board bargain with a subgroup that is contained within a recognized labor organization. (For example, the Board will not bargain with a subgroup of SSPs while they are included in the recognition for the collective bargaining agreement that covers teachers where the definition of teacher includes SSPs.)

The only exception to the recognition of an administrative staff or non-hourly supervisory employee bargaining unit shall be the currently recognized principal and assistant principal bargaining unit, which has a meet and confer agreement in place at the time this policy was initially adopted. This exception shall continue so long as that agreement remains in place and does not expire. Once expired, this exception shall no longer apply.

All bargaining units must share work-related conditions such as similarity of job duties, job qualifications, wages, hours, responsibilities, or other unique working conditions. These shared work-related conditions constitute the justification for collective bargaining on these matters. Without such shared work-related conditions, the recognition process shall not proceed. Additionally, an expansion of a recognized employee group may not proceed where there is not a sharing of work-related conditions. The determination of whether the shared work-related conditions for either a new bargaining unit or for an expansion of a recognized employee group shall be in the sole discretion of the Board and such determination is final.

All members of the bargaining unit must be employed at a minimum .5 FTE or higher.

A bargaining unit may be represented by the same organizational group as another bargaining unit. Being under the same organizational umbrella of another bargaining unit does not operate

to combine the bargaining units. The bargaining units shall remain separate and distinct. Additionally, they must have their own agreements with the district.

For example, the Summit County Education Association (SCEA) may be the organization group that represents teachers in the District, as well as another new bargaining unit of custodians. However, being under the same organizational umbrella of the SCEA does not operate to combine the custodians into the same bargaining unit with teachers nor to extend the provisions of one agreement into another. In this example, in order to combine the two groups of teachers and custodians into one bargaining unit, the teachers and the custodians must file a petition requesting recognition as a new bargaining unit. The Board must then approve the new bargaining unit description, taking into consideration the shared work-related conditions. If the Board does not approve the new bargaining unit description, then the recognition request process ceases. If approved by the Board, then the election process would move forward. Following a successful election, the new bargaining unit would negotiate a new meet and confer agreement with the district moving forward. Following an unsuccessful election, the recognition process ceases.

Representation Proposal

Should a new employee organization wish to be recognized as the exclusive representative for a bargaining unit, the organization must submit to the Chief Talent Officer a unit proposal which defines those employees the organization seeks to represent, which may include a list of job descriptions and other information. The proposal packet must be submitted to the Chief Talent Officer by September 1st of that calendar year and include the following:

1. A completed petition form (which form shall be made available by the Chief Talent Officer) setting forth the written request for recognition. Such petition form must be signed by a minimum of thirty-three percent (33%) of the employees in the requested bargaining unit.
2. A copy of this policy attached to all petition forms.
3. Certification of those signing the petition form that they have (1) read this policy; (2) request a representative election pursuant to provisions set forth in this policy; and (3) that to the best of their knowledge, they are employees of the District who are eligible for inclusion into the requesting unit.
4. A deposit for the requesting organization's share of the election costs.
5. A copy of the Organization's Constitution.
6. A copy of the Organization's Bylaws.
7. A statement naming the Organization's officers and the dates on which their terms expire. And,
8. A statement signed by the Organization's officers certifying that they have been duly authorized to represent the membership seeking recognition.

An incomplete proposal packet shall be rejected by the Chief Talent Officer. A proposal packet may be incomplete if it is missing any above-described document, fails to have valid and certified signatures of at least 33% of the proposed employee group, and/or is otherwise determined by the Chief Talent Officer to be incomplete.

Assuming the unit is sufficiently described and does not include any non-hourly supervisory employees, the Chief Talent Officer or designee will confirm the staff employed in the proposed unit. If the unit includes more than fifty (50) district half-time (.5) full-time equivalent (FTE) or more employees, no later than September 15th of that calendar year, the Chief Talent Officer will

refer the request to the Board of Education for consideration, including a request for authorization from the Board of Education to conduct a certification election.

Should a recognized employee group wish to expand its defined bargaining unit, the group of employees in the proposed expansion group must submit to the Chief Talent Officer a proposal which defines those employees and the organization it seeks to join. This submission must include certification from the existing organization that it supports the request and may include a list of job descriptions and other information. Assuming the unit is sufficiently described, does not include any non-hourly supervisory employees, is not currently contained within a different recognized bargaining unit, and the current organization it desires to join certifies its support of such request, no later than September 15th of that calendar year, the Chief Talent Officer or designee will confirm the staff employed in the proposed unit and will refer the request to the Board of Education for consideration, including a request for authorization from the Board of Education to conduct a certification election.

If more than one proposal for recognition of similar or overlapping employee groups is submitted, each will be addressed in successive ballot elections, which may or may not be in the same cycle depending upon the timing of when each is submitted. The elections will be run in the order of the date each completed proposal was submitted. Once one completed proposal is approved and proceeds in the process, no further proposal shall be run through the election process.

Certification Election

Upon receipt of the referral from the Chief Talent Officer, the Board of Education shall consider if the request meets the requirements set forth in policy, whether the Board desires to accept the bargaining unit description, and if it is in the best interest of the district, its students, and/or the public to proceed with such request for recognition. This decision shall be within the sole discretion of the Board.

After the Board has authorized a certification election, the Chief Talent Officer will cause a list of the names, job titles, work locations, and work contact information of all bargaining unit employees to be distributed to the employee organization designee. This list will be used for purposes of establishing the required support of the bargaining unit. Distribution of the bargaining unit list will occur no later than October 15th of that calendar year.

The Chief Talent Officer will then be responsible for establishing the date, ballot collection locations, and voting time periods for a secret ballot election so long as the election occurs no later than December 15th of that calendar year. The election date and voting times should be selected with the goal of minimizing disruptions to the operations of the District, while also providing a reasonable opportunity for bargaining unit employees to cast a vote if they choose.

While employees may be permitted to cast their vote during a work break, it is possible that voting times may occur when bargaining units are not scheduled to work. This circumstance alone does not deprive employees of a reasonable opportunity vote.

A third-party designee shall be appointed by the Chief Talent Officer to conduct the election, generating ballots, supervising voting locations, establish criteria for counting votes, tabulating election results, and a procedure for receiving and disposing of any election objections. The secret ballot generated by the third-party designee shall contain only two voting options: yes (in favor of designating an organization as the exclusive representative for the bargaining unit) and

no (opposed to designating an organization as the exclusive representative for the bargaining unit).

The third-party designee shall provide the Chief Talent Officer, the employee organization designee, and the Board of Education a report of the election outcome within five (5) workdays after voting has concluded. At the next regular Board meeting, the Board shall review the election results and, following a determination of the Board that recognition of the employee group is in the best interests of the district, its students, and/or the public, vote to certify the employee organization. To receive certification and formal recognition by the Board of Education, among the Board's other considerations, the election results must demonstrate that at least sixty-seven percent (67%) of the total bargaining unit (not just those voting in the certification election) affirmatively voted in favor of designating an organization as the exclusive representative for the bargaining unit. If an employee organization does not receive supporting votes from at least sixty-seven percent (67%) of the total bargaining unit, another election will not be held sooner than the next election cycle the following fall.

All election expenses, including the costs of the third-party election official, shall be split equally between the employee organization and the district.

Post-Election Procedures

For any election that does not result in the required votes of approval as set forth above, no further action shall be taken. For elections that result in the required approval votes as set forth above, then the matter shall return to the Board for further consideration. Even if requested and approved by a vote, the determination of whether a bargaining unit is appropriate under these policies and in the best interests of the district, its students, and/or the public, shall be within the sole discretion of the Board.

Once the Board has determined it is in the best interests of the district, its students, and/or the public to recognize the new employee group and the employee organization is certified, the Board may direct its representative agents to initiate a meet and confer process with the new employee organization. This Board determination shall be made by resolution.

For a request to expand a currently recognized employee group that received approval through the election process, once the Board has determined it is in the best interest of the district, its students, and/or the public to expand the current bargaining unit and that the shared work-related conditions make it appropriate for such expansion, the Board may direct its representative agents to negotiate the inclusion of the new employees into a current negotiated agreement (if there is one) in all appropriate provisions or into a brand new meet and confer only agreement for the newly expanded bargaining unit. This determination shall be made by resolution.

Decertification Procedures

To maintain its status as an exclusive representative for a bargaining unit, all employee organizations recognized by the District shall maintain a membership threshold of at least fifty-one percent (51%) of the total unit. If membership in a given bargaining unit falls below fifty-one percent (51%) during a given school year for three (3) consecutive months, the certification of said bargaining unit shall automatically terminate on July 31st following the school year in which the membership threshold falls below this requirement. After membership has been below fifty-one percent (51%) for the three consecutive months, no bargaining shall be

conducted. The Office of Human Resources will provide written notice of the pending decertification to the bargaining unit and the Board by no later than June 10th. The decertification and termination of the contract shall be automatic with no further action needed by the Board, and shall operate to automatically negate the resolution providing for recognition. This automatic termination provision shall be part of the Board's authorizing resolution, as well as a term of every newly negotiated collective bargaining agreement. However, even if it is not included, it shall control.

The determination of the membership in the recognized employee organization may be determined by the number of employees in the bargaining unit who have dues deducted through the district's payroll process or by other means of certification of membership. If the district does not collect dues for the recognized employee organization, then the district may request a card check of employees in the bargaining unit not more than three consecutive months in a school year.

A subgroup existing within a recognized employee group may request to be removed from such recognized employment group by submitting a proposal for removal using the same timelines and procedures as set forth above for a Representation Proposal. (For example, SSPs who are included within the currently recognized collective bargaining agreement with teachers.) Following a successful election for removal of the subgroup from the recognized employee group, the Board shall negotiate with the remaining recognized employee group for removal of appropriate language in the current negotiated agreement (if there is one).

One-time exception to fall election cycle dates

There shall be a one-time exception to the fall election cycle dates of September 1 (submission of a completed packet), September 15 (referring completed petition packet to Board for election certification), October 15 (distribution of bargaining unit list), and December 15 (deadline to hold the election) as set forth above. Such exception shall be for one election cycle in the Spring of 2026 following the adoption of these policies and procedures, which shall have applicable deadlines of January 15 (submission of a completed packet), January 31, 2026 (referring completed petition packet to Board for election certification), March 1, 2026 (distribution of bargaining unit list), and May 1, 2026 (deadline to hold the election).

Book	H: Negotiations
Section	Scope of Negotiations
Title	
Code	HC
Status	Active
Adopted	
Last Revised	
Last Reviewed	

Policy Statement

The Board's negotiation agents are delegated the responsibility to negotiate with certified employee groups regarding terms and conditions of employment for bargaining unit members. Those matters that are not directly related to terms and conditions of employment are considered outside the acceptable scope of negotiations. Additional provisions restricting specific topics for negotiations in a collective bargaining agreement may be mutually agreed upon. If there is a collective bargaining agreement, the term shall begin on July 1 and conclude on June 30 to match the district's fiscal year.

The Board retains the final and unconditional authority to determine and decide any issues or matters, whether resolved or not resolved by the process of negotiation, at such time or times as the Board, in its discretion, may determine that such decision or determination is necessary or in the best interest of the district or the public. Nevertheless, to provide for the exercise of the right to collective bargaining free from unfair restraint or coercion by either party, a method of resolving impasses by means of advisory fact-finding and mediation may be included in a written agreement. At no time shall the Board or its negotiating agents agree to any provision that is binding. If any such provision is included in an agreement, it shall be void. At the conclusion of any advisory fact-finding process, the Board shall retain all rights and final authority to accept in whole or in part and/or reject in whole or in part any advisory fact-finding recommendation and move forward with implementation.

Neither the negotiations procedure nor the manner of resolution of any matters or issues which may be the subject of negotiations, nor any contracts or agreements, shall contravene any law, rule or regulation governing the district. The rights expressed in this policy shall not otherwise limit or abrogate the rights, responsibilities and duties imposed upon, or vested in, officials, officers and directors of the district except as expressly provided in this policy. The granting of rights to employees serves as a limitation on the rights of the public and the district. Thus, these provisions shall be construed in favor of the district and the public.

The Board is not the sole arbiter of the nature and source of district revenues and the resolution of all economic matter or matters with financial consequences are conditioned upon the availability of revenues which the Board deems sufficient for such purposes.

Any multi-fiscal year written agreement with a recognized employee group shall be subject to the Colorado Constitution, including, but not limited to, Article X, Section 20 of the Colorado Constitution, also known as the Taxpayer Bill of Rights (TABOR), and shall be subject to appropriations by the district. Additionally, such written agreement shall be subject to Colorado laws and regulations, including, but not limited to Section 22-32-110(5), C.R.S. that provides the district with authority to reopen negotiations on financial matters at any time.

Book	H: Negotiations
Section	Board Negotiating Agents
Title	
Code	HE
Status	
Adopted	
Last Revised	
Last Reviewed	

Policy Statement

The Board is ultimately responsible for negotiations with employee units. The superintendent will be the chief negotiator for the Board; however, the superintendent has the authority to delegate this responsibility to another administrator and/or may recommend that a professional negotiations consultant be utilized. If a professional negotiations consultant is utilized, the associated fees will be approved by the Board.

The chief negotiator is responsible for ensuring the negotiations process are employed in compliance with the public meetings law of the state of Colorado and within such time limitations as may govern the budgeting process of the district.

All labor organizations that wish to change their certification status and/or terms and conditions of their employment are expected to communicate directly with the Board's negotiating agents. All tentative agreements that are ratified by the recognized bargaining unit are subject to the approval of the Board of Education. Any unresolved matters will ultimately be resolved and determined by the Board of Education.