

NEGOTIATED AGREEMENT
between the
LOS ALAMOS PUBLIC SCHOOLS
and the
LOS ALAMOS FEDERATION OF SCHOOL EMPLOYEES
Certified Employees
July 1, 2016 – June 30, 2019

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1 **ARTICLE I - AGREEMENT**

2 This Agreement is between the two parties, Los Alamos Public Schools, a public
3 employer, hereafter known as the "Board," and the Los Alamos Federation of School
4 Employees, a certified employee organization, hereafter referred to as the "Federation."

5 The terms of this contract shall be binding upon the Board, the Federation, and
6 all the personnel in the certified bargaining unit that the Federation represents.

7 **ARTICLE II - PREAMBLE**

8 The Board and the Federation are committed to providing a high quality
9 educational experience for the students of the Los Alamos Public Schools. The Board
10 and the Federation enter into the following agreements believing that positive
11 professional conditions are an essential component in creating a productive learning and
12 teaching environment. Good morale within the teaching staff and a collegial environment
13 are critical to the achievement of that goal.

14 The Board and the Federation enter into the following agreements believing that
15 they will help to provide the best attainable education of students and professional
16 conditions for the staff of the Los Alamos Public Schools. The Federation and the Board
17 affirm their belief that Los Alamos Public Schools should be guided by an informed Board
18 and an actively involved professional staff and community.

19 The Federation and the Board understand and agree that a quality school system
20 depends upon the free flow of ideas. Certified employees' opinions will be considered on
21 matters that affect the system and its programs. All parties to this Agreement are
22 committed to the promotion of the public interest by assuring the orderly operation and
23 functioning of a quality educational program for the District's students and citizens. It is
24 hoped that this ongoing quest for excellence will continue to be maintained. Given the
25 importance of a collective bargaining agreement and its overall impact on the education
26 of children, the District and the Federation will devote the time and resources necessary
27 to secure a contract that is responsive to the students' immediate and long-term interests.

28 **ARTICLE III - RECOGNITION**

29 The Federation is recognized as the exclusive bargaining agent for the non-
30 supervisory certified personnel of the District, including but not limited to the following job
31 classifications: teachers, athletic trainer, counselor, diagnostician, educational
32 technologist, energy education manager, librarian, nurse, prevention coordinator,
33 program coordinator, psychologist, ROTC instructor, social worker, speech language
34 pathologist, occupational therapist, physical therapist, vision specialist and other District
35 employees excluding substitutes and all classified staff, licensed or not, in negotiations
36 with the Board or its representatives on questions of wages, hours, and conditions of
37 employment.

38 **ARTICLE IV - GENERAL PROVISIONS**

39 **A. Definitions**

- 40 1. Certified employees: all certified bargaining unit members as defined in
41 Article III, Recognition.
42 2. Tenured certified employees: all certified employees who have received
43 and signed their third consecutive contract or letter of intent with Los
44 Alamos Public Schools, whichever occurs first.

- 1 3. Non-tenured certified employees: all certified employees who have not
- 2 received and signed their third consecutive contract or letter of intent with
- 3 Los Alamos Public Schools, whichever occurs first.
- 4 4. Supervisor: An administrator who can evaluate other employees and has
- 5 the authority to discipline or recommend disciplinary action.

6 **B. Agreement Control**

- 7 1. This agreement will be implemented and administered in accordance
- 8 with the Constitution and laws of the United States and the State of New
- 9 Mexico.
- 10 2. In case of any conflict between the provisions of this Agreement and any
- 11 Board or Federation policy, practice, or procedure, the provisions of the
- 12 Agreement shall control for the period of this Agreement.
- 13 3. This Agreement may be modified only through a written negotiated
- 14 agreement between the parties.
- 15 4. Unless otherwise specifically stated herein, the provisions of this
- 16 Agreement shall be applied equally to all certified employees.
- 17 5. If any part of this Agreement is held invalid, the remainder or its
- 18 application to other situations or persons shall not be affected.

19 **C. Negotiation Procedures**

- 20 1. Both parties agree to meet at reasonable times and places to negotiate
- 21 in good faith in an effort to reach agreement on wages, hours, and other
- 22 terms and conditions of employment.
- 23 2. The Superintendent and/or designee shall honor all reasonable written
- 24 requests for statistics and data relative to the local district.
- 25 3. Negotiations shall proceed according to ground rules agreed to by both
- 26 parties.

27 **D. Consultations**

28 The Board recognizes the professional standing and the expertise that certified

29 employees offer the District. The ideas and opinions of certified employees are

30 of significant value in improving the quality of education in the Los Alamos Public

31 School System and maintaining excellence.

32

33 Certified employees shall be called upon to provide a **consultative** role in areas

34 including but not limited to the following:

- 35 a. definition and development of educational objectives
- 36 b. definition and development of courses and curriculum
- 37 c. selection of textbooks and educational materials
- 38 d. team leadership and site committees.

39 **ARTICLE V - PROFESSIONAL RESPONSIBILITIES**

40 **A. Work Year**

- 41 1. The work year for all certified employees shall consist of the equivalent
- 42 of 186 days. Of these, 180 days will be instructional days. The
- 43 equivalent of one full day at the beginning of the year will consist of
- 44 uninterrupted preparation/planning time with no scheduled meetings for
- 45 each employee.

- 1 2. All certified employees who contract to work extra days at their regular
2 assignment will be compensated at their daily contract rate, equal to
3 1/186 of their normal contract.
- 4 3. The following unpaid holidays and extended unpaid breaks shall be
5 observed: a two-week winter break, a one-week spring break, and all
6 LANL holidays.
- 7 4. Parent teacher conferences and minimal contact days may be scheduled
8 annually within the 180 instructional days.
9

10 **B. Work Day**

- 11 1. The full-time certified employee's-normal workday shall be a continuous
12 7-3/4 hours including lunch. The parties recognize that the certified
13 employee's professional responsibilities, including preparation, parent
14 conferences, student evaluation, staff development and staff meetings
15 may necessitate work beyond the normal workday. The parties shall
16 work to resolve any allegations that these professional responsibilities
17 are either not being performed by a certified employee or are being
18 excessively required by an administrator.
- 19 2. Certified employees shall not normally be required to notify the principal
20 of their arrival or departure from the school. Certified employees are
21 expected to be on site during prep periods. However, certified
22 employees who leave the site because of unusual circumstances during
23 a prep period will be expected to notify the office through a process to be
24 determined at each site.
- 25 3. Lengthening of the day by the site supervisor for all staff meetings shall
26 normally not exceed two hours for any individual certified employee in
27 any twenty-day reporting period. Except in cases of emergency, as
28 defined by the principal, certified employees shall receive a minimum of
29 24 hours notice prior to the meeting. When a meeting is called with less
30 than 5 days notice, a certified employee with a pre-existing commitment
31 will not be required to take leave for missing the meeting. The site
32 supervisor will make an agenda for the meeting prior to the meeting.
- 33 4. Certified employees may be required to supervise students for, normally,
34 no more than 15 minutes before or after the students' instructional day.
- 35 5. Each certified employee employed four or more hours per day shall be
36 entitled to a duty-free uninterrupted lunch period of a minimum of 30
37 minutes which may be taken on or off the school grounds at the certified
38 employee's discretion.
- 39 6. Attendance at activities before or after the workday is normally voluntary
40 for certified employees, although variations in expectations may be
41 collaboratively determined due to individual site needs. However,
42 certified employees will be expected to attend one open house.
- 43 7. Travel time for certified employees who work in more than one teaching
44 location in any one day shall be counted as part of the workday. When
45 the certified employee travels from one location to another at the midday,
46 the certified employee shall receive travel time in addition to the lunch
47 period. Extra duty requirements may be reduced by the site
48 administrator in proportion to travel time.
- 49 8. All certified employees employed for a 1.0 FTE will have a minimum of
50 300 minutes per week averaged over a four-week period of professional
51 preparation time. Professional Preparation Time will be in a minimum of

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30-minute blocks of duty free time provided that the time is used for professional responsibilities. Determining the use of this time will be at the sole discretion of the teacher provided the time is used for professional responsibilities. This time will be provided during the regular work day. During a shortened week the preparation time will be reduced on a prorated basis. At the elementary school level, time created by the early release of students may be used for Professional Preparation Time. If needed, the District may use one (1) early release time each month for District wide or school-based meetings provided the time does not fall below the 300 minutes in the four-week period.

- 9. Middle and high school certified employees shall be assigned no more than five classes per day or block cycle for a 1.0 FTE contract.
- 10. If the District determines that it is in the best interest of the school district to modify work schedules or class assignments of its employees due to serious financial considerations and/or significant programmatic changes, it shall meet and confer with the Federation as to such modifications for a period of no more than thirty (30) workdays. Such meet and confer discussions will occur during the school year. The District and Federation shall use the meet and confer process in a collaborative fashion to serve the needs of the District's students. Mediation may be utilized during such thirty (30) workday meet and confer period if mutually agreed by the parties. If no agreement is reached on such modifications, the District shall be entitled to implement the modified schedule or assignments. The District's decision shall not be subject to grievance or impasse resolution procedures. The District may not implement a modified work schedule or class assignment schedule that exceeds maximum workloads under state law or results in violation of other terms of this article.
- 11. When a need arises, certified employees may contract to teach an additional period(s), provided the choice is made voluntarily and is compensated proportionally. Such determination will normally be made at the beginning of the school year and shall not be construed as a promise of continuation of extra class assignments for the following school year. These additional assignments will be posted internally in accordance with District practice. Certified employees who are interested in the posted additional assignments are responsible for notifying the site supervisor.
- 12. Part-time certified employees' workday responsibilities shall be proportional to their contract, to be determined with their site administrator.
- 13. Certified employees may voluntarily cover a reasonable and equitable number of classes during their prep time or lunch time by obtaining prior approval from or through a request of the building administrator or designee. In exchange, the certified employee will be given flexible schedule time, provided a log showing approved extra time worked is kept at the site. Flexible schedule time shall consist of one hour for each hour flexed and shall be mutually agreed to by the principal and the certified employee. An overall total of thirty-eight and seventy-five hundredths (38.75) hours of flexible schedule time may be earned during any single school year. Flex time may not be carried over to the next school year. A certified employee may opt to be paid at a licensed substitute certified employee rate in lieu of using the flexible schedule time. Any time not used by the end of the school year will be paid at the

1 licensed substitute certified employee rate. Flexible schedule time may
2 not be used on:
3 the day before or after Spring Break
4 the day before or after Winter Break
5 the day before or after Thanksgiving Break or
6 during student contact time in the last week of each semester.
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8 **C. Professional Standards**

- 9 1. Certified employees shall meet State Board of Education qualifications
10 and maintain New Mexico licensure.
- 11 2. Certified employees are expected to provide a variety of meaningful and
12 challenging activities for students and to assign a reasonable amount of
13 homework, as collaboratively determined at the site, in classes that need
14 this reinforcement and as consistent with District curriculum goals.
- 15 3. Certified employees are expected to implement the necessary
16 procedures to effect continuity and articulation of the curriculum and
17 expectations between grade levels and to assist students in making the
18 transitions between elementary, middle, and high schools.
- 19 4. Certified employees retain all political rights, including the right to express
20 their personal opinions objectively on issues of public concern, to wear
21 political symbols such as campaign buttons, and to affix stickers to their
22 personal property. No District paid time, facility, material, supplies, or
23 equipment shall be used for partisan political purposes. Certified
24 employees assume full political and citizenship responsibilities, but
25 refrain from exploiting the institutional privileges of our professional
26 positions to promote political candidates or partisan activities (NMAC
27 6.60.9.8 B(5) CODE OF ETHICS).

28 **D. Class Size**

29 State mandated class size limits may be exceeded only when waivers have been
30 granted by the state.

31 **E. Curriculum and Instruction**

- 32 1. All instruction shall be consistent with the District curriculum.
- 33 2. A certified employee may introduce political, religious, or other material
34 provided the said material is relevant to the course description and within
35 the scope of the curriculum and Board policy.
- 36 3. Certified employees shall be allowed to exercise their professional
37 judgment within the parameters established by Board policies and in
38 accordance with state teaching competencies to determine which
39 instructional methodologies and supplementary resources will be most
40 appropriate and effective for the students placed under their academic
41 supervision.

42 **ARTICLE VI - WORKING CONDITIONS**

43 **A. Nondiscrimination**

44 The Los Alamos Public Schools shall not discriminate in any of its policies,
45 procedures, or practices on the basis of race, color, national origin, religion, sex,
46 sexual orientation, age, disability, or veteran status.

- 1 **B. Work Space, Facilities**
- 2 1. Each certified employee shall be provided with a desk, file cabinet, and
- 3 lockable space for personal belongings. Telephones with reasonable
- 4 access and sufficient privacy for professional calls will be available to
- 5 certified employees.
- 6 2. Certified employees will be provided with reasonable supplies and
- 7 equipment to fulfill their assigned responsibilities.
- 8 **C. Staff Development**
- 9 1. Certified employees will participate in staff development within the
- 10 workday and constraints delineated in Article V-B.
- 11 **D. Student Discipline**
- 12 1. In order to provide schools that are safe, orderly, and drug free, all
- 13 school sites will have collaboratively developed, clear discipline codes
- 14 with fair and consistently enforced consequences for misbehavior.
- 15 2. The expectation that discipline codes and consequences apply to all
- 16 students will be communicated annually to all parents through annual
- 17 distributions of disciplinary policies and regulations. This language shall
- 18 be interpreted in a manner consistent with all regulations concerning
- 19 students with disabilities.
- 20 **E. Health and Safety**
- 21 1. The Board will provide healthy and safe working conditions for all
- 22 certified employees. Health and safety laws, environmental regulations,
- 23 and rules and regulations of authorized government agencies shall be
- 24 directly adhered to.
- 25 2. Certified employees will report all hazardous or potentially hazardous
- 26 conditions to their immediate supervisor.
- 27 2. A certified employee has the right to refuse to obey an unreasonable
- 28 order. An unreasonable order is one which would place the certified
- 29 employee, another employee, or student in serious physical danger or
- 30 which is in violation of the law. Such refusal will not be interpreted as
- 31 insubordination or lead to a negative performance evaluation.
- 32 3. Any certified employee who reports hazardous or potentially hazardous
- 33 conditions following the chain of command will not suffer retaliation,
- 34 retribution, or discrimination of any kind as a result of reporting.
- 35 **F. Damage / Loss of Property**
- 36 The Board will reimburse certified employees against loss or damage to personal
- 37 property used in the course of employment arising from fire, theft, or willful
- 38 damage--not to exceed the amount payable for these losses by the District's
- 39 insurance carrier on any one occurrence. Personal property utilized in the
- 40 course of employment must be registered in the employee's immediate
- 41 supervisor's office to be covered as described. The supervisor may refuse to
- 42 register the personal property based on its value and utility to the education
- 43 process.

44 **ARTICLE VII – COMPENSATION**

- 45 **A. Salary Schedule Provisions**
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1. Current placement on the salary schedule at the ratification to this Agreement will be recognized. Certified employees are placed on the salary schedule according to education and all approved previous teaching or clinical (nursing, audiology, diagnostic, etc.) experience. Up to two years of military or Public Education Department approved volunteer service will be credited toward placement on the salary schedule. Certified employees will receive one year of experience on the salary schedule for each year of District or approved out-of-district experience. Ninety-one consecutive days of applicable experience in the same assignment is equal to one full step for hiring purposes in accordance with Public Education Department funding.
2. Deviations from salary schedule placement will be based only on criteria defined by this Agreement.
3. Certified employees expecting salary advancement due to degrees or advanced preparation at any time in the succeeding school year are requested to notify the Office of Human Resources by February 1, for planning purposes only.
4. Continuing employees will have all course work approved by the Director of Human Resources in accordance with Public Education Department regulations in advance of registration. Transcripts and verification of employment will be accepted by the Office of Human Resources up to October 1 for salary adjustment. The adjustment will be effective the date the documentation is verified.
Approved upper division and graduate course work taken at a fully accredited college or university shall be eligible for salary advancement. Lower division courses shall be awarded salary credit if the course taken has a direct relationship to the employee's educational assignment and has the written approval of the Office of Human Resources, in accordance with requirements established by the state for T&E computation.
5. A certified employee who is requested by an Administrator to assume administrative duties and responsibilities in the site administrator's absence shall do so on a voluntary basis with flex time provided equal to the time used while fulfilling administrative responsibilities during non-student contact time unless a stipend or other compensation has otherwise been agreed upon for the performance of these duties and responsibilities.
6. Certified employees who are required to use their own automobile for assignment to more than one site per day will be reimbursed in accordance with School Board Policy #4021.

41 **B. Pay Schedules**

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1. An employee shall be encouraged to authorize direct electronic deposit of the employee's net paycheck. The District and Federation shall create a transition plan that will provide employees with a reasonable amount of time to make the transition to direct deposit. Deposits will be made on the 15th and 30th of each month. When the 15th or 30th falls during a weekend or holiday, deposits will be made on the last work day preceding the weekend or holiday. All certified employees will be paid 24 checks, each for 1/24th of the contract amount.
2. The final five (5) checks will be issued as follows:
 - Three (3) checks will be issued on the last payday in May.

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- Two (2) checks will be issued on the first payday in June.
3. Payment for all contracted services for \$500 or less, in addition to teaching contracts, will be made in one payment on the payday after the first payroll cutoff date following the completion of the contracted service, subject to timely receipt of required paperwork. Payment for all contracted services in excess of \$500 will begin on the payday after the first payroll cutoff date following the beginning of the contracted service, subject to timely receipt of required paperwork, and be distributed over the length of the contract.

10 **C. Insurance Program**

1. All staff working a minimum of .5 FTE or more may participate in the insurance plans provided by the Board. The percentage of the premiums to be contributed by the Board is determined by salary range (see chart).

<u>Salary</u>	<u>Employee</u>	<u>Employer</u>
under 15,000	25%	75%
15,001 - 20,000	30%	70%
20,001 - 25,000	35%	65%
25,001 and above	40%	60%
2. Employees who choose to participate in the insurance plans will have their contributions deducted from their paychecks.
2. Married couples who are both employed by the Los Alamos Schools will not be required to carry dual coverage. Employees may choose who will carry the primary coverage.
3. The Board will make available to all qualified employees insurance programs as per NMPSIA guidelines.

26 **D. Enrollment and Renewal of Insurance**

1. All qualified certified employees may enroll in any of the District's insurance programs for which they are eligible, within 31 days from the effective date of their employment, change in marital status, or change in the job status of the employee's spouse (termination, retirement, or resignation) provided the spouse was covered by insurance. Coverage will begin the first day of the month following the first full month premium payment. The District will not unilaterally modify the enrollment status of a certified employee unless a modification is mandated by changes in overall coverage or carriers.
2. Business Support Services will announce open enrollment as determined by NMPSIA. During this period certified employees may change enrollment in any benefit options where open enrollment is occurring. Certified employees who do not enroll in life insurance at the time of their employment may apply to do so during the open enrollment period of the insurance company, but may be subject to health screening for approval.
3. Prior to the open enrollment period all certified employees will receive a summary of all benefits, coverage dates, and payroll deduction plans offered by the District. The summary will include a brief description of each plan, and the cost, if any, of each plan.
4. Certified employees may change benefit options through signature on forms provided by the Business Office during the open enrollment period. If no change requests are made, the certified employee must sign the current benefits form and return it to the Insurance Clerk.

- 1 **E. Insurance on Leave and Termination**
2 1. Qualified certified employees on any approved leave of absence, other
3 than a medical leave of absence, (See Article VIII F, 7.) may continue
4 their group insurance coverage at the established group rate by payment
5 of the full premium on the first weekday of each month. Certified
6 employees may choose to continue their medical and dental insurance
7 through COBRA. The certified employee must contact the Business
8 Office before leave begins to be eligible for continuing insurance
9 coverage. Failure to make payment will cause termination of coverage.
10 2. Qualified certified employees leaving the system at the completion of the
11 school year shall be covered until and including the beginning of the next
12 school year, provided premium deductions have been made for summer
13 premiums. Deductions will cease for certified employees who terminate
14 during the school year, and coverage will continue at least through the
15 last day of the month.

- 16 **F. Other Benefits**
17 1. Certified employees shall have the option once every quarter to choose
18 to have the District provide a membership in the Los Alamos Family
19 YMCA, subject to district agreement with Los Alamos Family YMCA.
20 Certified employees may also choose at that time to decline or end
21 membership. Employees are responsible for the payment of any income
22 tax for the value of the benefit under federal law.
23 2. Certified employees have the option to participate in tax-sheltered
24 annuity plans through voluntary deductions as provided for under federal
25 law. The Board will provide payroll deduction for this purpose upon
26 authorization by the certified employee to any plan where a minimum of
27 five employees are participating. Tax sheltered annuity money will be
28 remitted promptly in accordance with federal law to the appropriate
29 companies in the amount of the annuity deduction and the certified
30 employee shall hold the Board harmless against any and all liability for
31 deductions requested by the certified employee in violation of the law.
32 3. Automatic payroll deductions will be made, if elected, to one financial
33 institution which offers such services free of charge to the District and
34 where a minimum of five employees participate.

- 35 **G. Travel Funds**
36 Decisions on the use of building travel funds will be made collaboratively at each
37 site, consistent with the authorized purposes and use of such funds and
38 budgetary restrictions.
39

- 40 **H. Transfer Pay**
41 Any certified employee who transfers within the District, either voluntarily or
42 involuntarily, will be compensated. Transfer of rooms within a site will be
43 compensated at the rate of \$50. Transfer to another site will be compensated at
44 the rate of \$100.
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- 46 **I. Stipends**
47 Each principal shall provide to the certified employees assigned to the principal's
48 work site a written list of all stipend positions and amounts projected for the

1 following school year. Certified employees who are interested in these positions
2 are responsible for notifying the site supervisor.

3 **ARTICLE VIII - ABSENCES**

4 **A. Leaves**

5 1. Leave with pay will be made available to all certified employees,
6 proportionally to the certified employee's FTE, at the rate of fourteen (14)
7 days per contract year, credited to the certified employee's leave account
8 at the first pay period of the contract. A certified employee who does not
9 complete the contract will have his/her leave prorated for time of service.
10 Leave may be used in excess of three days consecutively for illness or
11 family emergency only. By approval of the Director of Human
12 Resources, employees who have not used in excess of three
13 consecutive days for reasons other than illness or family emergency, in
14 the prior three years, may be approved to use up to five consecutive
15 days for any reason. Such days used for illness must be noted as such
16 on leave request forms in order to facilitate decisions on future leave
17 requests.

18 An employee who utilizes this leave shall provide his/her supervisor with
19 as much advance notice as possible. If there are no substitutes
20 available, and flextime and instructional assistants have been utilized,
21 leave requests for other than the employee's:

- 22 a. personal illness or emergency
- 23 b. family's illness or emergency
- 24 c. significant relationship's illness or emergency

25 can be denied. An employee who provided prior leave notice shall not
26 be denied leave because substitutes are not available.

27 2. Accumulated leave days from previous years may only be used for the
28 following purposes:

- 29 a. employee's personal illness
- 30 b. five (5) days per school year for family or significant
31 relationship emergencies. (Family is defined as the
32 employee's spouse, child, parents, grandparents,
33 grandchildren, and siblings.)

34 3. Leave, other than for illness or family emergency, may not be used both
35 the day before and the day after the same holiday. For days immediately
36 before or after holidays, the site administrator will approve such requests
37 providing substitutes are available and unless the absence would cause
38 15% or more of the staff in a site or 25% or more of a department or
39 grade level to be absent. If a site, grade level, or department consists of
40 fewer than four certified employees, the site supervisor will make the
41 decision regarding how many staff members can be out on leave at the
42 same time. The site administrator will acknowledge a request no later
43 than the end of the second working day, not counting the day on which
44 the request is received.

45 4. For periods of leave due to illness in excess of three consecutive working
46 days, the Superintendent may require a physician's statement.

47 4. The District shall comply with New Mexico and federal laws providing
48 worker's compensation insurance for all employees. Certified employees
49 may combine leave with worker's compensation benefits as follows:

- 1 a. Certified employees injured on-the-job may receive
2 payment from available leave until the date of eligibility
3 to receive worker's compensation benefits has been
4 established.
- 5 b. Certified employees may elect to use leave to
6 supplement the worker's compensation benefits. The
7 supplementation shall be limited to the amount
8 necessary for the certified employee's compensation
9 and the sick leave supplementation to equal the regular
10 salary.
- 11 c. The certified employee's fringe benefits, with the
12 exception of leaves, shall continue to accrue while
13 covered by worker's compensation. The certified
14 employee will be responsible for his/her portion of all
15 non-regulated benefit options, which will be collected
16 from the certified employee.
- 17 d. The District shall continue to pay its share of the certified
18 employee's insurance premiums for policies that were in
19 force at the time of the injury.

20 **B. Sick Leave Deferred Payment**

21 Certified employees are eligible for deferred leave payment upon voluntary
22 separation or through a RIF process from the Los Alamos Public Schools under
23 the following procedure:

- 24 1. Deferred leave payment will be made on sick leave accrued after a 90-
25 day eligibility base has been established.
- 26 2. The maximum number of days that may be accrued to receive deferred
27 payment upon retirement is currently 140.
- 28 3. Deferred payment will be 25% of the certified employee's daily salary
29 rate at time of retirement.
- 30 4. Certified employees who submit a letter of intent to retire to the Director
31 of Human Resources prior to March 1 will receive a deferred payment of
32 30% of their daily salary rate. This is an additional 5% above the 25%
33 referred to in B. 3.

34 **C. Family Medical Leave**

35 The District will comply with all provisions of the Family Medical Leave Act
36 (FMLA) as amended. Employees may utilize paid leave while on Family Medical
37 Leave in accordance with the FMLA and Department of Labor Rules and
38 regulations.

39 **D. Sick Leave Bank**

- 40 1. A Sick Leave Bank (SLB) is available to certified employees who have
41 signed a second contract, are employed as a certified employee, have
42 exhausted all accrued paid leave and are experiencing a personal
43 catastrophic illness or injury.
- 44 2. Each eligible certified employee possessing fourteen or more days based on
45 F. T. E. may voluntarily join the SLB by contributing three days to the SLB
46 during September subject to review by the Sick Leave Bank Committee
47 (SLBC). Should a certified employee elect to withdraw from the Bank, all
48 donated days will remain as a part of the Bank. The Bank shall be
49 maintained at no less than fifty (50) days. When the SLB is reduced to fifty

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(50) days, it shall be renewed by contribution of one additional day of leave from each member of the bank. Such additional days will be deducted from the participating certified employee's available leave.

3. Part-time certified employees may join by donating days in proportion to their contract amount and may be eligible for benefits on a pro-rata basis. Certified employees on a leave of absence, cannot participate in the Sick Leave Bank but will automatically be reinstated upon their return to employment.
4. The SLB shall be administered by the Sick Leave Bank Committee (SLBC) consisting of five members. Two members shall be appointed by the Superintendent to serve at his/her discretion, two members shall be designated by the Federation, and a fifth member will be mutually agreed upon. The SLBC shall determine the eligibility for the use of the Bank and the amount of leave granted. Decisions by the SLBC shall be final and not subject to appeal or grievance. The following criteria shall be used by the SLBC in administering the SLB in its determination of eligibility and amount of leave:
 - a) A request of SLB benefits shall be submitted in writing to the Director of Human Resources. The request shall include a statement from a physician licensed to treat in the area described on the application. The statement shall include the employee's treatment plan and the employee's anticipated date of return to work.
 - b) The SLB Committee reserves the right to require a second opinion from a Physician of their choice.
 - c) Personal catastrophic illness or injury is defined as an illness or injury that meets all of the following conditions:
 - a. The condition is sudden, unexpected and of such severity, as certified by the employee's physician, and unable to perform essential job functions.
 - b. Treatment for a catastrophic condition cannot be postponed without substantial risk of harm to the employee. Treatment that does not require immediate attention and can be treated during the employee's normal non-working period shall not be eligible for SLB benefits. Treatment for a condition that does not require immediate attention, but is scheduled for the employee's convenience, shall not be eligible for SLB benefits.
5. Sick Leave Bank guidelines will be made available at all work sites. The initial grant of sick leave by the SLBC shall be up to fifteen (15) days. Upon completion of the initial grant, additional sick leave days may be granted in up to fifteen (15) day intervals. The SLBC shall determine the maximum benefit for employees. However, the maximum lifetime benefit shall not exceed forty-five (45) days.
6. Should the SLB drop below 50 days for more than 30 consecutive working days, it shall be dissolved. Should the SLB be dissolved, the sick days remaining in the bank shall be distributed equally among the members at the time. In such case, the Board shall have no further responsibility to provide additional leave days.
7. Any SLB benefits will be offset by any disability, income protection insurance, or litigation benefits the employee receives for the same illness or injury for which the employee receives SLB benefits. The offset shall be dollar for dollar. Any income the employee receives from other sources that are related to the disability shall be subtracted from the employee's SLB benefit. Work related injuries shall not be covered by the SLB.

1 8. The SLBC may formulate additional rules and regulations provided the rules and
2 regulations do not violate any provision of this Agreement.

3 **E. Sabbatical Leave**

4 Sabbatical leave will be granted and administered in accordance with School
5 Board Policy #4120.

6 **F. Leave Without Pay**

7 1. A certified employee may request leave without pay after three
8 consecutive years of a minimum of half-time service to the District. The
9 leave shall be for a maximum of one year; however, the Board may
10 permit a second year under the provisions that applied for the first year.
11 After returning from a leave without pay, an employee must have
12 completed three consecutive years of employment before he/she may
13 request any additional leave without pay.

14 2. A leave without pay may be requested for the following reasons:
15 a. advanced study (beyond that addressed under
16 sabbatical leave)
17 b. to accompany a spouse on a temporary job assignment
18 c. military or volunteer service
19 d. parenting
20 e. serving in an elected office

21 3. A one-time leave without pay for a whole school year will be granted for
22 personal reasons after an employee has completed twelve years in the
23 District. A written request for the following school year must be received
24 in the District Office prior to October 1. If the request is received
25 between October 1 and February 1 the leave will be granted contingent
26 upon the District's ability to secure a qualified replacement.

27 4. A leave without pay may not be used for the primary purpose of seeking
28 or assuming other employment. The Board has the authority to review
29 each leave without pay currently in progress. If the Board determines
30 that the leave without pay has been misrepresented or substantially
31 changed, the Board may take such disciplinary action as deemed
32 appropriate under the circumstances including, but not limited to,
33 revocation of the leave or termination of employment.

34 5. In the case of ill certified employees who have used all accrued leave
35 and leave granted by the SLBC, a leave without pay may be granted
36 upon submission of a written request to the Superintendent for the leave.
37 The Superintendent shall review each request for possible
38 recommendation to the Board. Those on medical leave without pay
39 receiving Workers' Compensation shall be subject to rights set out in
40 Workers' Compensation statutes in effect at that time.

41 6. Assignment to the same position held when the leave without pay was
42 granted shall not be guaranteed, as reassignment shall be made by the
43 Superintendent based upon the needs of the District. The certified
44 employee may submit a written request to the Superintendent stating the
45 certified employee's preferred reassignment. The Superintendent will
46 consider the request. Where leave without pay has been taken by the
47 certified employee for professional development relevant to his/her
48 current position, a reasonable attempt will be made to place the certified
49 employee in his/her previous position.

- 1 7. Should a reduction in force become necessary during the contract year,
2 a certified employee on a leave without pay shall be subject to the same
3 selection criteria as established by Article XI of this Agreement -
4 Reduction in Force / Recall.
- 5 8. Service credit and fringe benefits do not accrue during leaves without
6 pay. Insurance benefits shall continue during a medical leave without
7 pay for a period of one year with the District paying its share of the
8 premium. The certified employee must submit a monthly payment for
9 his/her share of the premium.
- 10 9. A written request for a leave without pay should be submitted to the
11 Superintendent by February 1 of the year preceding the leave except in
12 the case of extenuating circumstances. A certified employee on leave
13 must give written notice of the intent to return or not return to work by
14 February 1 of the year of the leave.

15 **G. Military Leave**

16 Certified employees who are called to active duty during the contract year in the
17 United States armed forces shall be given fifteen additional days leave with pay
18 per federal fiscal year. All additional days the certified employee is absent from
19 work will be leave without pay.

20 **H. Judicial Leave**

21 Certified employees summoned for jury duty or subpoenaed to testify as a
22 witness in a court case, to which the certified employee is not a party, will be
23 granted leave with pay.

24 **Article IX – EVALUATIONS**

25 **A. Goals**

- 26 1. The evaluation process shall be a positive and constructive tool for the
27 purpose of continuing to improve certified employee effectiveness by
28 emphasizing strengths and working constructively with weaknesses to
29 enhance the individual's professional performance.
- 30 2. Evaluation of certified employees is the responsibility of the site
31 administrator. Certified employees assigned to more than one school will
32 have a primary evaluator. The supervisor will be determined by the
33 administrators involved or the Director of Human Resources. Input from
34 the certified employee will be considered.

35 **B. Evaluation Cycles**

- 36 1. All certified employees will be evaluated yearly in accordance with NM Public
37 Education Department requirements and state law and are required to have
38 at least one formal observation each year. A formal observation is one that is
39 scheduled jointly by the teacher and the supervisor and for which there is a
40 pre-observation conference and a post-observation conference that will be
41 held as soon as reasonably possible. There may be as many informal
42 observations as the supervisor deems necessary in order to fairly and
43 completely evaluate a certified employee. An informal evaluation does not
44 have to be scheduled but will be documented and that documentation will be
45 given to the employee as soon as reasonably possible after the observation.

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2. By the 10th day of the school year, all certified employees will be notified by their supervisor of their status on the evaluation cycle for the current school year. This evaluation process includes summative and progressive cycles.
3. All Level 1 Certified Employees:
A summative evaluation will be made of all Level 1 certified employees. Level 1 certified employees will remain on summative status until the employee has moved to Level 2. The summative evaluation will consist of:
 - a minimum of one formal observation each year
 - multiple forms of data collection
 - the development of a Professional Development Plan (PDP) due on the 40th day of the school year (The PDP will reflect the use of all competencies approved by the NM Public Education Department.)
 - a final evaluation conference held by the 2nd Friday in April
4. All Level 2 and Level 3 Certified Employees New to the District:
A summative evaluation will be made of all Level 2 and Level 3 certified employees hired by the District that year. The summative evaluation for newly hired Level 2 and Level 3 certified employees will consist of:
 - a minimum of one formal observation each year
 - multiple forms of data collection
 - the development of a Professional Development Plan (PDP) due on the 40th day of the school year. (The PDP will reflect the use of all competencies approved by the NM Public Education Department.)
 - a final evaluation conference held by the 2nd Friday in April
 - Level 2 and Level 3 certified employees new to the District will remain on summative status until the supervisor informs the certified employee of movement to the progressive cycle. The supervisor will inform the employee and the Director of Human Resources in writing of this change at the completion of the evaluation conference with that employee. The certified employee will qualify for paragraph 5 below.
5. All Returning Level 2 and Level 3 Certified Employees:
Level 2 and Level 3 certified employees will be placed on the progressive cycle for two years following the summative year. The progressive and summative evaluations will consist of:
 - one formal observation each year
 - informal evaluations and walk-through as deemed necessary by the supervisor
 - multiple forms of data collection
 - development of a Professional Development Plan (PDP) due on the 40th day of the school year. (The PDP will reflect the use of one or more competencies approved by the NM Public Education Department.) Multi-year PDPs may be developed and submitted provided prior approval has been obtained from the supervisor.
 - all competencies must be addressed within the 3 year cycle
 - a final evaluation conference held by the 2nd Friday in April
6. All Level 1, Level 2, and Level 3 certified employees must complete and submit a Reflection form of their PDP to their supervisor prior to the final evaluation conference. The supervisor and the certified employee will agree on the date and time for the final conference.

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C. Evaluation Process

1. The Professional Development Plan may be developed collaboratively by the certified employee and the supervisor. The plan must identify one or more measurable objectives. All competencies do not have to be addressed every year by tenured certified employees. The PDP may include multi-year measurable objectives and a plan to annually review the progress toward meeting measurable objectives. The results of the annual evaluation will be documented on the summative evaluation.
2. All data gathering will be conducted openly and with full knowledge of the certified employee. The supervisor maintains the right to keep the source of information confidential. Non-observed information may be included in the certified employee's evaluation if the information is substantiated and the teacher was told about the information as soon as practicable. A teacher may request and receive an additional formal observation by the Director of Human Resources or designee. The documentation of all observations shall be signed by the supervisor and copies shall be given to the certified employee. The certified employee's signature shall only acknowledge receipt of the document and not necessarily agreement with the contents.
3. During the final evaluation conference, the supervisor and the certified employee shall review, complete, and sign the evaluation. The certified employee shall have the opportunity to provide written comments and attach them to the evaluation, which is kept in the employee's personnel file. A copy shall be provided to the certified employee and the original will be submitted to the Office of Human Resources for inclusion in the certified employee's personnel file. The certified employee's signature shall only acknowledge receipt of the document and not necessarily agreement with the contents.

D. Professional Growth Plan (PGP)

1. If a certified employee exhibits unsatisfactory work performance after informal remedial action has failed to correct the issue to the supervisor's satisfaction, the following procedure shall apply:
 - The supervisor will discuss with the certified employee any unsatisfactory performance and the changes necessary to improve. At this time, work will cease on the Professional Development Plan and the focus will be on the area or areas of concern. A Professional Growth Plan will be developed to include the following:
 - indicators of the unsatisfactory work performance
 - the expected improvement
 - a timeline developed to allow for the improvement to occur
 - resources that will be provided to assist in the work performance
2. At the end of the timeline developed in the PGP, a meeting will be held between the supervisor and the certified employee to review the required work performance. If all goals have been met, the certified employee and the supervisor will sign and date the Professional Growth Plan and a copy will be given to the certified employee and the original will be placed in the employee's personnel file in the Human Resources office.
3. If, at the end of the timeline developed on the Professional Growth Plan, a certified employee has not demonstrated essential competency based on the expected improvement, the supervisor will make a written recommendation to the Director of Human Resources to initiate a meeting

1 with the certified employee to discuss possible employment
2 consequences including, but not limited to disciplinary action such as
3 termination.
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5 **E. Contents of Evaluation**

- 6 1. The content of any evaluation is not grievable. Only procedural errors
7 and substantiated inaccurate statements are subject to the grievance
8 procedure. In every evaluation a rating of "1" will be given when the
9 certified employee is not demonstrating minimum professional
10 competencies after the District has complied fully with all provisions of
11 Article IX.

12 **F. Employee File Procedures**

- 13 1. The District shall maintain personnel information in accordance with the
14 Records Retention Act. The following types of information will be
15 collected and maintained by the District:

16 application and resume
17 education and training
18 experience and verification of employment
19 payroll
20 insurance
21 performance
22 medical
23 safety and Workers Compensation
24 attendance
25 grievances
26 background and fingerprint checks

27 The employee personnel file kept in the Office of Human Resources will
28 be the location in which information regarding evaluations, hiring
29 recommendations, professional development plans, reprimands, or
30 documentation of adverse job actions will be maintained.

- 31 2. A certified employee shall be permitted to examine and/or to obtain
32 copies of materials in his/her personnel file. Th
33 e certified employee may be accompanied by a representative if desired.
34 Upon written authorization, said rights shall be granted to a certified
35 employee's representative. An appointment must be made in advance
36 with the Director of Human Resources prior to a certified employee
37 examining his/her personnel file. Such an appointment will be scheduled
38 within 10 working days of the request at a mutually agreed upon time.
39 Pre-employment references and references related to internal transfers
40 will not be subject to inspection by the certified employee.
41 3. Documents other than those listed above will not be placed in a certified
42 employee's personnel file unless a copy of the document has been given
43 to the certified employee. The certified employee has the right to have a
44 response in writing attached to anything placed in his/her file. No
45 anonymous or unsigned information may be placed in any certified
46 employee's file.
47 4. Site administrators retain the right to maintain working files.

1 **ARTICLE X - REASSIGNMENTS**

2 **A. Voluntary Reassignment**

- 3 1. When a vacancy that the district decides to fill is created at a site, the site
4 staff will have the first opportunity to be considered for that opening. Once
5 changes occur within the site from staff, the site administrator will contact
6 Human Resources of the official opening.
- 7 2. All District-wide vacancies will be posted by Wednesday at 4:00 pm. This
8 frees staff from having to continually check for updates.
- 9 3. Applicants must be Highly Qualified as per P. E. D. requirements and
10 possess the correct endorsement in order to be considered.
- 11 4. Staff are required to submit a Voluntary Reassignment (transfer) Application
12 Form for each position that is posted. If there is more than one opening at
13 the site, the employee may list the positions on the same form. Forms are
14 available at each site. Staff will have 5 (five) working days from the posting
15 date to submit the request to Human Resources in order to be scheduled to
16 interview for that position. Once the vacancy has been posted for 6 (six) or
17 more workdays staff can still apply but are not guaranteed an interview.
- 18 5. It is the responsibility of each staff member to check the District web page for
19 current postings during the summer. Open positions after July 1 will only be
20 filled by outside applicants because the school's staff integrity is already set.
- 21 6. Any employee can apply for any position that is posted at any time. If the
22 requirements are not met as stated above there are no guarantees of
23 consideration.
- 24 7. Modifications to this procedure may be made with the agreement of
25 Administration and the Union.
- 26 8. The superintendent maintains the right to administratively reassign an
27 employee at any time.

28 **B. Administrative Reassignment**

- 29 1. The Superintendent may reassign certified employees to maintain
30 efficient and well-balanced faculties (relative to training, experience, and
31 background) to meet the needs of the District. Notice of any
32 administrative reassignment shall be given as soon as possible.
- 33 2. Prior to the selection of an administrative reassignment, certified
34 employees will be encouraged to volunteer for transfer. In the absence
35 of volunteers with the necessary qualifications for the positions available,
36 seniority in the District among qualified employees, as defined in Article
37 X-B-1, will control, with the least senior person being selected for
38 transfer.
- 39 3. The Superintendent may reassign a certified employee if his/her
40 performance impedes the instructional program. In which case, the
41 criteria in
42 Article X-B-1 and 2 do not apply.

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45 **ARTICLE XI - REDUCTION IN FORCE/RECALL**

46 **A. Initiating a RIF**

- 47 1. The District may initiate a Reduction in Force when one or more of the
48 following circumstances are present:

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- a. a substantial decrease in pupil population within the school district
 - b. a substantial reduction in operating revenues
 - c. a substantial decrease in the enrollment in a specific grade level or program area or the elimination of a program
 - d. the return of a certified employee from a leave of absence
 - e. the enactment of laws or court decisions that directly affect staffing and are beyond the immediate control of the Board.
2. Should any of these circumstances be reversed, the District may initiate recall procedures.

B. Reduction in Force

- 1. The Superintendent shall determine the number and type of positions to be affected by the RIF.
- 2. Prior to initiating a RIF, the Superintendent will attempt to absorb the necessary reductions through attrition and the non-renewal of contracts for non-tenured certified employees. The Superintendent will notify the Federation as soon as possible after determining that a RIF is needed and will meet and confer at the request of the Federation regarding options which may ameliorate or eliminate the RIF.
- 3. In the event of a RIF, the District and Federation will jointly determine the possibility of any increase in the deferred sick leave reimbursement or other voluntary separation inducement.
- 4. For any tenured teacher, the District must prove that there is no other position for which the teacher is qualified consistent with the academic necessities of the District before that teacher may be terminated or discharged through a RIF.
- 5. If more than one certified employee is licensed and qualified for a position affected by a RIF, the least senior certified employee will be selected for the layoff. "Qualified" as used in this context will be defined as having at least one year of satisfactory prior experience in the area of endorsement. If a certified employee is experienced within an endorsement area prior to employment with the District, the certified employee will be required to provide evidence of satisfactory experience in the form of a formal district evaluation from the previous district or acceptable alternative.
- 6. Seniority and the employment relationship shall be terminated if the certified employee:
 - a. is discharged or terminated
 - b. resigns
 - c. fails to report for work without a valid reason approved by the Director of Human Resources within five working days after termination of a leave of absence
 - d. retires.

Additional seniority and other benefits do not accrue during any period of layoff. However, seniority status, salary schedule placement, and leave available at the time of a RIF will be returned to employees who are recalled after a RIF within the recall period. In the event that a certified

- 1 employee is re-hired after having resigned, all previous seniority will be
2 credited upon successful completion of the third contract year.
- 3 7. A certified employee may grieve the misapplication of the RIF process by
4 filing a written grievance with the Superintendent within 10 working days
5 after receiving the final written notice of the RIF. The grievance will enter
6 the grievance procedure at Level 2.
- 7 8. To layoff qualified teachers during a school year pursuant to a RIF, the
8 District has to show not just projected financial burdens in the future, but
9 that it cannot survive financially for the present year, which is already
10 underway.

11 **C. Recall**

- 12 1. The Board shall determine the number and types of positions to be
13 affected by the recall.
- 14 2. For a period of two years after the effective date of the termination due to
15 a RIF, a tenured certified employee who is licensed and qualified will be
16 eligible for recall based on seniority. If the position is for less than half
17 time, the certified employee may decline the position without forfeiting
18 future recall rights.
- 19 3. The District will post any positions open for recall of RIF'd certified
20 employees at all sites. Simultaneously, a notification of this posting will
21 be published in the local newspaper for 10 days. It is the sole
22 responsibility of the certified employee to learn of such opening and
23 notify the District within 15 working days of the original posting of
24 willingness to be re-employed.
- 25 4. In the event that more than one person who was terminated due to a RIF
26 qualified for the position to which a person will be recalled, the most
27 senior person will be offered the position.

28 **ARTICLE XII – INVESTIGATIVE AND DISCIPLINARY ACTIONS OF LICENSED**
29 **EMPLOYEES**

30 **A. Union Representation**

- 31 1. An investigative interview occurs when a supervisor questions a certified
32 employee to obtain information that could be used as the basis for
33 disciplinary action against the employee. The supervisor must tell the
34 employee that it is an investigative interview and the reason for it. The
35 employee has the right to be accompanied by the Union's designated
36 representative during the investigative interview. The supervisor may
37 inform the employee that s/he may or may not choose to have
38 representation. The supervisor has no obligation to inform the employee
39 of his/her right to request representation. The employee has the right to
40 request representation before or during the interview. After the request is
41 made, the supervisor must select one action below:
- 42 a. Delay the interview until the meeting can be
43 rescheduled with the representative, *or*
44 b. End the interview immediately.
- 45 2. An investigative interview shall be scheduled at a time and location that
46 is convenient to all parties. All investigative interviews with the employee
47 and the representative must be done in a timely manner.
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- 1 **B. Disciplinary Action**
2 1. If the District decides, based on substantiated facts, that the employee
3 violated the Negotiated Agreement, a Board policy/regulation, state law
4 or building procedures and if the District then decides to
5 discharge/terminate, suspend, issue a formal letter of reprimand, issue a
6 letter of concern or a documented oral warning, the employee will
7 receive written notice that will include the reason(s) for the action and the
8 facts upon which the action is based. The certified employee's signature
9 shall only acknowledge receipt of the document and not necessarily
10 agreement with the contents. It is the responsibility of the certified
11 employee to send a copy to the union president.
12 2. A certified employee may be suspended with pay until a determination is
13 made on whether a disciplinary action will be issued.

- 14 **C. Termination Notification**
15 1. Termination notice will be conducted in accordance with to Section 22-
16 10-12 New Mexico Statutes Annotated, 1978 and Public Education
17 Department Regulation No. 75.7, amendment #1. "If a licensed school
18 instructor is not to be re-employed for the ensuing school year, the local
19 school board or the governing authority of a state agency must serve a
20 notice of intention not to reemploy that licensed school instructor for the
21 ensuing school year...and such notice shall be served on or before the
22 fourteenth calendar day prior to the last day of the school year." The
23 fourteen (14) day notice is only applicable to tenured certified
24 employees. Upon receipt of written notice of termination, the certified
25 employee may request an interview with the Director of Human
26 Resources or the Director's designee. The certified employee is entitled
27 to Union representation at this meeting.
28 2. Final written notice of non-renewal of contract will be given no later than
29 the last contract day.

30 **ARTICLE XIII – GRIEVANCE**

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32 Employees are encouraged to resolve disagreements of any kind at the lowest
33 appropriate level. The purpose of this procedure is to secure, at the lowest possible
34 administrative level, equitable solutions to problems that may arise in the administration
35 of this contract. All grievances shall be processed as provided herein.

- 36 **A. Definitions**
37 1. A grievance shall mean an allegation by a certified employee, a group of
38 certified employees with the same grievance, or the Federation that there
39 has been a violation of any provision(s) of this Agreement.
40 2. The term "workday" when used in the Article shall mean working school
41 days. During that portion outside of the school year, "workday" shall be
42 defined as the publicly advertised workdays of the Los Alamos Public
43 Schools Administration Offices.
44 3. The "aggrieved party" shall mean a certified employee, a group of
45 certified employees, or the Federation.

- 1 **B. Grievance Filing (Ten-Day Timeline)**
2 1. Since it is important that grievances be processed as rapidly as possible,
3 the number of days indicated at each level shall be maximum and every
4 effort shall be made to proceed as quickly as possible.
5 2. The time limits specified will be extended or shortened if mutually agreed
6 to in writing by the parties to the grievance.
7 3. The aggrieved must file a written grievance within ten (10) workdays of
8 the act or discovery of the act that caused the grievance.
9 4. Failure to file the grievance within the time limits specified shall result in
10 the dismissal of the grievance.
11 5. Failure to submit the decision in writing within specified times will cause
12 the grievance to proceed automatically to the next level.

- 13 **C. Grievance Procedures**
14 1. Certified employees have a right to be accompanied by a Federation
15 representative at any grievance meeting.
16 2. Nothing contained herein shall limit the right of any certified employee to
17 process a grievance as an individual. The Federation shall be afforded
18 the opportunity to be present and to make its views known at grievance
19 meetings in such case. Any adjustment made shall not be inconsistent
20 with this Agreement.
21 If such a grievance is filed, it may not be re-filed by the Federation on
22 behalf of the individual nor may the individual be a party to a group
23 grievance on the same issue. Any grievance decision shall be provided
24 to the Federation at the time of the decision. Confidentiality will be
25 respected when requested by the aggrieved.
26 3. If a grievance affects a group of certified employees at two (2) or more
27 work locations, the Federation must file a written grievance within ten
28 (10) workdays on behalf of the certified employees affected directly to
29 the Director of Human Resources. The grievance must be signed and
30 dated by each affected employee, (faxed or e-mailed notification will be
31 accepted). The Federation shall identify the certified employees and
32 work locations.
33 4. The Board and the Federation agree that these proceedings will be kept
34 informal and all information relating to a grievance will be kept
35 confidential.
36 5. All written and printed matter dealing with the processing of a grievance
37 will be filed separately from the official personnel file of the participant(s)
38 in a file maintained by the Office of Human Resources. No reprisal shall
39 be taken by the Board or any member of the administration against any
40 certified employee participating in the processing of a grievance.
41 6. The Board agrees to make available to the aggrieved party and
42 representative all pertinent information, not privileged, in its possession
43 or control that is relevant to the issues raised by the grievance.
44 7. Leave with pay will be granted to a certified employee whose absence
45 from duty is required by the parties to the grievance as part of a
46 grievance hearing. The Office of Human Resources shall notify the site
47 administrator(s) of the certified employee(s) designated to appear at
48 such hearing.
49 8. Representatives from the Federation and the Office of Human
50 Resources shall develop all forms to be used in the grievance
51 processing. All grievances and appeals of such must be filed on

1 appropriate forms as provided by the Office of Human Resources.
2 Appropriate forms are available at site offices.

3 **D. Grievance Levels**

- 4 1. No grievance shall be initiated at Level One unless it has been discussed
5 by the aggrieved party with the immediate supervisor or the Director of
6 Human Resources or designee in the absence of the supervisor, prior to
7 filing. No grievance shall be initiated at Level Two unless it has been
8 discussed by the aggrieved party and/or the aggrieved party's Federation
9 representative with the Director of Human Resources or designee.
- 10 2. A grievance shall be filed at Level One unless the immediate supervisor
11 determines that the remedy sought is not within his/her authority, in
12 which case the grievance shall be filed at Level Two.
- 13 3. The interpretation of conflict, as provided in Article IV-B-2, (Agreement
14 Control) shall be subject to the grievance process at Level Two.

15 **E. Level One or Immediate Supervisor Level (Five-Day Timeline)**

- 16 1. The aggrieved party shall submit the grievance in writing to the certified
17 employee's immediate supervisor. The immediate supervisor shall,
18 within five (5) workdays after presentation of the grievance in writing by
19 the aggrieved, submit to the aggrieved the decision in writing.
- 20 2. If the aggrieved is not satisfied with the disposition of the grievance, the
21 aggrieved may appeal the decision to Level Two within five (5) workdays
22 of receipt of the decision by filing said appeal with the Superintendent.
- 23 3. Failure to appeal the grievance within five (5) workdays after receipt of
24 the response shall result in dismissal of the grievance.
- 25 4. In the event a certified employee believes it to be necessary to have a
26 Federation representative present at a Level One grievance meeting,
27 such request shall be made in advance and through the Office of Human
28 Resources. The request will be honored upon notification to the
29 immediate supervisor.

30 **F. Level Two or Central Office/Superintendent Level (Ten-Day Timeline)**

- 31 1. The Superintendent or designee shall meet with the aggrieved and/or a
32 representative of the Federation within ten (10) workdays after receipt of
33 the appeal of the Level One decision or the initiation of a grievance at
34 Level 2 in an effort to resolve said grievance. Parties to the grievance or
35 their representatives shall have the right to submit evidence, give
36 testimony, and call witnesses.
- 37 2. The Superintendent or designee shall, within ten (10) workdays after
38 such meeting provided above, render the decision in writing setting forth
39 the decision and reason(s) there for and shall transmit same to all
40 parties.
- 41 3. If the Federation and the aggrieved party are not satisfied with the
42 disposition of the grievance, the aggrieved party may appeal the
43 grievance to Level Three. Failure to appeal the grievance within ten (10)
44 workdays after receipt of the response to Level Two shall result in
45 dismissal of the grievance.

- 1 **G. Level Three or School Board Level (Ten-Day Submission/30-Day Response)**
2 Upon appeal of a grievance to Level Three, the Board shall appoint a fact-finder
3 and make a determination from the information collected from both parties within
4 30 working days.
- 5 **H. Level Four (Arbitration)**
- 6 1. If both the grievant and the Federation are not satisfied with the Board's
7 grievance disposition, the Federation may appeal the grievance to
8 arbitration by submitting a written demand for arbitration to the Board no
9 later than five workdays following receipt of the Board's written
10 disposition.
 - 11 2. The parties shall attempt to agree upon a mutually acceptable arbitrator.
12 If the parties are unable to agree upon a mutually acceptable arbitrator,
13 the Federation may submit a request for arbitration to the American
14 Arbitration Association (AAA) no later than 10 workdays following the
15 written demand for arbitration. The parties shall then be bound by the
16 AAA's rules and procedures.
 - 17 3. The arbitrator shall conduct a hearing as soon as reasonably possible
18 following the appointment of the arbitrator. The hearing shall be
19 conducted in accordance with the AAA's Voluntary Rules for Arbitration.
 - 20 4. The arbitrator shall have the authority to issue subpoenas for the
21 production of documents and for the testimony of witnesses. Issues
22 related to the arbitrability of a grievance shall be decided by the
23 arbitrator.
 - 24 5. The arbitrator's decision shall be submitted in a timely fashion after
25 conclusion of the hearing. The arbitrator's decision shall be in writing
26 and shall include reasons for the decision.
 - 27 6. The arbitrator's decision shall be final and binding on the parties.
 - 28 7. The arbitrator's fees and costs shall be shared equally by the parties.
29 Other costs shall be assumed by the party incurring the cost.

30 **ARTICLE XIV - MANAGEMENT RIGHTS**

- 31
- 32 **A.** It is understood and agreed that the District retains all of its powers and authority
33 to direct, manage, and control its operations to the full extent of the law. The
34 only limitations on those powers and authority are the express provisions of this
35 agreement.
- 36 **B.** Unless limited by the provision of a collective bargaining agreement or by other
37 statutory provision, the Board will retain the right to:
- 38 • direct the work of, hire, promote, assign, transfer, demote, suspend,
39 discharge or terminate public employees;
 - 40 • determine qualifications for employment and the nature and content of
41 personnel examinations;
 - 42 • take actions as may be necessary to carry out the mission of the public
43 employer in emergencies.
- 44 The Board will retain all rights not specifically limited by this collective bargaining
45 agreement.
- 46 The Board retains the right to exercise or not, as it sees fit, any of its options
47 under law. Any decision by the Board not to exercise a right shall not be
48 construed as a waiver of such a right.

1 **ARTICLE XV - EXCLUSIVE REPRESENTATIVE**

- 2 **A.** The Federation shall have the right to use in school mail boxes and
3 collaboratively determined bulletin board space at each work site. The Board
4 shall provide the Federation with a complete listing of all licensed staff employed
5 in the District when available for the current school year.
- 6 **B.** Federation representatives shall have the opportunity to utilize a reasonable
7 amount of time, to be determined in collaboration with the site administrator, to
8 make announcements at faculty meetings. Federation officers have the right to
9 visit school buildings and classrooms before and after regular school hours to
10 check compliance with this Agreement or to investigate grievances.
- 11 **C.** There shall be no discrimination by the Board or the Administration directed
12 toward any certified employee because of his/her legal Federation activity.
- 13 **D.** The Board shall provide additional leave time for officers to attend to Federation
14 business as designated by the president. This time shall not exceed five days a
15 year for the Federation. Substitute costs shall be borne by the Federation.
- 16 **E.** The Federation and the employees it represents will not take part in any strike or
17 work stoppage against the Los Alamos Public Schools.
- 18 **F.** The Board shall provide for payroll deductions of professional dues based on the
19 information provided by the Federation treasurer. Signed dues deduction cards
20 of new members delivered to the Business Office 10 workdays prior to a pay date
21 shall initiate deductions that pay date. Dues deductions for authorized amounts
22 shall automatically continue from year to year unless revoked by the employee
23 through written notification to the Business Office.
24 When dues deduction cards are filed, deductions shall commence with the first
25 paycheck of the school year and continue for all paychecks in which voluntary
26 deductions may be taken. Payroll deductions for dues will be paid within five
27 working days to the Federation treasurer.
- 28 **G.** The Federation president and each work site shall be provided a copy of the
29 Board agenda with non-confidential support materials at the same time these
30 materials are provided to Board members.
- 31 **H.** The Federation may use school facilities to conduct business and hold meetings
32 during non-duty times provided these do not interfere with the instructional
33 program or lease schedule.
- 34 **I.** Federation representatives shall have an opportunity to announce a scheduled
35 non-duty meeting time with new hires during orientation and with all certified
36 employees prior to the beginning of the school year for students.
- 37 **J.** The Federation shall be provided with requested District financial and other
38 reasonable public information that is necessary for conducting negotiations.

39 **ARTICLE XVI - DURATION OF AGREEMENT**

- 40 **A.** This Agreement shall be effective upon ratification by the parties and shall
41 remain in full force and effect through June 30, 2019. If the parties have not
42 reached agreement on a successor contract before the expiration date of this
43 Agreement, the parties shall pursue the impasse resolution procedure including
44 mediation.
45 If no successor agreement is reached by November 1, 2019, the Agreement
46 shall terminate on that day.
- 47 **B.** Salaries and up to two (2) additional issues chosen by each party to this
48 Agreement may be reopened each year of this Agreement. Additional issues
49 mutually agreed to by both parties may also be reopened. Such negotiations
50 shall begin on or before January 15th of each year or as agreed to by the parties.

51

1 **Approved by Formal Action of the Parties:**

2 **Los Alamos Federation of School Employees**

3 By:  6/26/16
4 President Date
5

6 **Los Alamos Public Schools**

7 By:  6/26/16
8 Board President Date
9
10
11
12