

NEGOTIATED AGREEMENT
between the
LOS ALAMOS PUBLIC SCHOOLS
and the
LOS ALAMOS FEDERATION OF SCHOOL EMPLOYEES
Certified Employees

July 01, 2016 – June 30, 2019

TABLE OF CONTENTS

ARTICLE I - AGREEMENT1

ARTICLE II - PREAMBLE.....1

ARTICLE III - RECOGNITION.....1

ARTICLE IV - GENERAL PROVISIONS.....1

A. Definitions1

B. Agreement Control.....2

C. Negotiation Procedures2

D. Consultations2

ARTICLE V - PROFESSIONAL RESPONSIBILITIES2

A. Work Year2

B. Work Day3

C. Professional Standards.....5

D. Class Size5

E. Curriculum and Instruction5

ARTICLE VI - WORKING CONDITIONS6

A. Nondiscrimination6

B. Work Space, Facilities.....6

C. Staff Development6

D. Student Discipline.....6

E. Health and Safety6

F. Damage / Loss of Property.....6

ARTICLE VII - COMPENSATION7

A. Salary Schedule Provisions7

B. Pay Schedules.....7

C. Insurance Program.....	8
D. Enrollment and Renewal of Insurance	8
E. Insurance on Leave and Termination.....	9
F. Other Benefits.....	9
G. Travel Funds.....	9
H. Transfer Pay	9
I. Stipends.....	10
ARTICLE VIII - ABSENCES.....	10
A. Leaves	10
B. Sick Leave Deferred Payment	11
C. Family Medical Leave	11
D. Sick Leave Bank	11
E. Sabbatical Leave.....	13
F. Leave Without Pay	13
G. Military Leave.....	14
H. Judicial Leave	14
ARTICLE IX - EVALUATIONS.....	14
A. Goals	14
B. Evaluation Cycles	14
C. Evaluation Process	16
D. Professional Growth Plan (PGP).....	16
E. Contents of Evaluation.....	17
F. Personnel File Procedures	17
ARTICLE X - REASSIGNMENTS	18
A. Voluntary Reassignment.....	18
B. Administrative Reassignment.....	18

ARTICLE XI - REDUCTION IN FORCE/RECALL.....	19
A. Initiating a RIF	18
B. Reduction in Force	19
C. Recall	20
ARTICLE XII - INVESTIGATIVE AND DISCIPLINARY ACTIONS OF LICENSED EMPLOYEES	20
A. Union Representation.....	20
B. Disciplinary Actions	21
C. Termination Notification	21
ARTICLE XIII – GRIEVANCE	21
A. Definitions	21
B. Grievance Filing (Ten-Day Timeline)	22
C. Grievance Procedures	22
D. Grievance Levels.....	23
E. Level One or Immediate Supervisor Level (Five-Day Timeline).....	23
F. Level Two or Central Office/Superintendent Level (Ten-Day Timeline)	23
G. Level Three or School Board Level (Ten-Day Submission/30-Day Response).....	24
H. Level Four (Arbitration).....	24
ARTICLE XIV - MANAGEMENT RIGHTS	24
ARTICLE XV - EXCLUSIVE REPRESENTATIVE	25
ARTICLE XVI - DURATION OF AGREEMENT	25

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 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 professional conditions for the staff of the Los
16 Alamos Public Schools. The Federation and the Board affirm their belief that Los Alamos
17 Public Schools should be guided by an informed Board and an actively involved
18 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 will devote the time and resources necessary to secure a contract
27 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 teachers,
31 athletic trainer, counselor, diagnostician, educational technologist, energy education
32 manager, librarian, nurse, prevention specialist, program coordinator, psychologist,
33 ROTC instructor, social worker, speech language pathologist, occupational therapist,
34 physical therapist, vision specialist and other District employees excluding substitutes
35 and all classified staff, licensed or not, in negotiations with the Board or its
36 representatives on questions of wages, hours, and conditions of employment.

37 **ARTICLE IV - GENERAL PROVISIONS**

38 **A. Definitions**

- 39 1. Certified employees: all certified bargaining unit members as defined in
40 Article III, Recognition.
41 2. Tenured certified employees: all certified employees who have received
42 and signed their third consecutive contract or letter of intent with Los
43 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 in accordance with the Constitution
- 8 and laws of the United States and the State of New Mexico.
- 9 2. In case of any conflict between the provisions of this Agreement and any
- 10 Board or Federation policy, practice, or procedure, the provisions of the
- 11 Agreement shall control for the period of this Agreement.
- 12 3. This Agreement may be modified only through a written negotiated
- 13 agreement between the parties.
- 14 4. Unless otherwise specifically stated herein, the provisions of this
- 15 Agreement shall be applied equally to all certified employees.
- 16 5. If any part of this Agreement is held invalid, the remainder or its
- 17 application to other situations or persons shall not be affected.

18 **C. Negotiation Procedures**

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

26 **D. Consultations**

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

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

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

30 School System and maintaining excellence.

31 Certified employees shall be called upon to provide a **consultative** role

32 in areas including but not limited to the following:

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

37 **ARTICLE V - PROFESSIONAL RESPONSIBILITIES**

38 **A. Work Year**

- 39 1. The work year for all certified employees shall consist of the equivalent
- 40 of 186 days. Of these, 180 days will be instructional days. The
- 41 equivalent of [two] full day [s] at the beginning of the year and [one] full
- 42 day at the beginning of the second semester will consist of uninterrupted
- 43 preparation/planning time with no scheduled meetings for each
- 44 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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

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 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. A total of thirty eight and seventy-five hundredths (38.75) hours of flexible schedule time may be accrued during any single school year and 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

1
2
3
4
5
6
7

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

31
32
33

34
35
36
37
38
39
40
41
42
43
44

used by the end of the school year will be paid at the licensed substitute certified employee rate. Flexible schedule time may not be used on:

- the day before or after Spring Break
- the day before or after Winter Break
- the day before or after Thanksgiving Break or
- during student contact time in the last week of each semester.

C. Professional Standards

1. Certified employees shall meet State Board of Education qualifications and maintain New Mexico licensure.
2. Certified employees are expected to provide a variety of meaningful and challenging activities for students and to assign a reasonable amount of homework, as collaboratively determined at the site, in classes that need this reinforcement and as consistent with District curriculum goals.
3. Certified employees are expected to implement the necessary procedures to effect continuity and articulation of the curriculum and expectations between grade levels and to assist students in making the transitions between elementary, middle, and high schools. The District will support teachers pursuing professional development activities to this end such as working with staff at other sites to share ideas and coordinate content and skills training.
4. Certified employees retain all political rights, including the right to express their personal opinions objectively on issues of public concern, to wear political symbols such as campaign buttons, and to affix stickers to their personal property. No District paid time, facility, materials, supplies, or equipment shall be used for partisan political purposes. Certified employees assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities (NMAC 6.60.9.8 B(5) CODE OF ETHICS).

D. Class Size

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

E. Curriculum and Instruction

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

1 **ARTICLE VI - WORKING CONDITIONS**

2 **A. Nondiscrimination**

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

6 **B. Work Space, Facilities**

7 1. Each certified employee shall be provided with a desk, file cabinet, and
8 lockable space for personal belongings. Telephones with reasonable
9 access and sufficient privacy for professional calls will be available to
10 certified employees.

11 2. Certified employees will be provided with reasonable supplies and
12 equipment to fulfill their assigned responsibilities.

13 **C. Staff Development**

14 1. Certified employees will participate in staff development within the
15 workday and constraints delineated in Article V-B.

16 **D. Student Discipline**

17 1. In order to provide schools that are safe, orderly, and drug free, all
18 school sites will have collaboratively developed, clear discipline codes
19 with fair and consistently enforced consequences for misbehavior.

20 2. The expectation that discipline codes and consequences apply to all
21 students will be communicated annually to all parents through annual
22 distributions of disciplinary policies and regulations. This language shall
23 be interpreted in a manner consistent with all regulations concerning
24 students with disabilities.

25 **E. Health and Safety**

26 1. The Board will provide healthy and safe working conditions for all
27 certified employees. Health and safety laws, environmental regulations,
28 and rules and regulations of authorized government agencies shall be
29 directly adhered to.

30 2. Certified employees will report all hazardous or potentially hazardous
31 conditions to their immediate supervisor.

32 3. A certified employee has the right to refuse to obey an unreasonable
33 order. An unreasonable order is one which would place the certified
34 employee, another employee, or student in serious physical danger or
35 which is in violation of the law. Such refusal will not be interpreted as
36 insubordination or lead to a negative performance evaluation.

37 4. Any certified employee who reports hazardous or potentially hazardous
38 conditions following the chain of command will not suffer retaliation,
39 retribution or discrimination of any kind as a result of reporting.

40 **F. Damage / Loss of Property**

41 The Board will reimburse certified employees against loss or damage to personal
42 property used in the course of employment arising from fire, theft, or willful
43 damage--not to exceed the amount payable for these losses by the District's
44 insurance carrier on any one occurrence. Personal property utilized in the
45 course of employment must be registered in the employee's immediate

1 supervisor's office to be covered as described. The supervisor may refuse to
2 register the personal property based on its value and utility to the education
3 process.

4 **ARTICLE VII – COMPENSATION**

5

6 **A. Salary Schedule Provisions**

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

47 **B. Pay Schedules**

- 48 1. An employee shall be encouraged to authorize direct electronic deposit
49 of the employee's net paycheck. The District and Federation shall create
50 a transition plan that will provide employees with a reasonable amount of

- 1 time to make the transition to direct deposit. Deposits will be made on
 2 the 15th and 30th of each month, when the 15th or 30th falls during a
 3 weekend or holiday, deposits will be made on the last work day
 4 preceding the weekend or holiday. All certified employees will be paid
 5 24 checks, each for 1/24th of the contract amount.
- 6 2. The final five (5) checks will be issued as follows:
- 7 • Three (3) checks will be issued on the last payday in May.
 - 8 • Two (2) checks will be issued on the first payday in June.
- 9 3. Payment for all contracted services for \$2000 or less, in addition to
 10 teaching contracts, will be made in one payment on the payday after the
 11 first payroll cutoff date following the completion of the contracted service,
 12 subject to timely receipt of required paperwork. Payment for all
 13 contracted services in excess of \$2000 will begin on the payday after the
 14 first payroll cutoff date following the beginning of the contracted service,
 15 subject to timely receipt of required paperwork, and be distributed over
 16 the length of the contract.

17 **C. Insurance Program**

- 18 1. All staff working a minimum of .5 FTE or more may participate in the
 19 insurance plans provided by the Board. The percentage of the premiums
 20 to be contributed by the Board is determined by salary range (see chart).
- | 21 <u>Salary</u> | 22 <u>Employee</u> | 23 <u>Employer</u> |
|---------------------|--------------------|--------------------|
| 24 under 15,000 | 25 25% | 26 75% |
| 27 15,001 - 20,000 | 28 30% | 29 70% |
| 30 20,001 - 25,000 | 31 35% | 32 65% |
| 33 25,001 and above | 34 40% | 35 60% |
- 36 Employees who choose to participate in the insurance plans will have
 37 their contributions deducted from their paychecks.
- 38 2. Married couples who are both employed by the Los Alamos Schools will
 39 not be required to carry dual coverage. Employees may choose who will
 40 carry the primary coverage.
- 41 3. The Board will make available to all qualified employees insurance
 42 programs as per NMPSIA guidelines.

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

- 44 1. All qualified certified employees may enroll in any of the District's
 45 insurance programs for which they are eligible, within 31 days from the
 46 effective date of their employment, change in marital status, or change in
 47 the job status of the employee's spouse (termination, retirement, or
 48 resignation) provided the spouse was covered by insurance. Coverage
 49 will begin the first day of the month following the first full month premium
 50 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

1 offered by the District. The summary will include a brief description of
2 each plan, and the cost, if any, of each plan.
3 4. Certified employees may change benefit options through signature on
4 forms provided by the Business Office during the open enrollment period.
5 If no change requests are made, the certified employee must sign the
6 current benefits form and return it to the Insurance Clerk.

7 **E. Insurance on Leave and Termination**

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

22 **F. Other Benefits**

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

41 **G. Travel Funds**

42 Decisions on the use of building travel funds will be made collaboratively at each
43 site, consistent with the authorized purposes and use of such funds and
44 budgetary restrictions.
45

46 **H. Transfer Pay**

47 Any certified employee who transfers within the District, either voluntarily or
48 involuntarily, will be compensated. Transfer of rooms within a site will be

1 compensated at the rate of \$50. Transfer to another site will be compensated at
2 the rate of \$100.

3
4 **I. Stipends**

5 Each principal shall provide to the certified employees assigned to the principal's
6 work site a written list of all stipend positions and amounts projected for the
7 following school year. Certified employees who are interested in these positions
8 are responsible for notifying the site supervisor.

9 **ARTICLE VIII - ABSENCES**

10 **A. Leaves**

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

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

- 28 a. personal illness or emergency
- 29 b. family's illness or emergency
- 30 c. significant relationship's illness or emergency

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

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

- 35 a. employee's personal illness
- 36 b. five (5) days per school year for family or significant
37 relationship emergencies. (Family is defined as the
38 employee's spouse, child, parents, grandparents,
39 grandchildren, and siblings)
- 40 c. or in accordance with FMLA guidelines

41 3. Leave, other than for illness or family emergency, may not be used both
42 the day before and the day after the same holiday. For days immediately
43 before or after holidays, the site administrator will approve such requests
44 providing substitutes are available and unless the absence would cause
45 15% or more of the staff in a site or 25% or more of a department or
46 grade level to be absent. If a site, grade level, or department consists of
47 fewer than four certified employees, the site supervisor will make the
48 decision regarding how many staff members can be out on leave at the
49 same time. The site administrator will acknowledge a request no later

- 1 than the end of the second working day, not counting the day on which
2 the request is received.
- 3 4. For periods of leave due to illness in excess of three consecutive working
4 days, the Superintendent may require a physician's statement.
- 5 5. The District shall comply with New Mexico and federal laws providing
6 worker's compensation insurance for all employees. Certified employees
7 may combine leave with worker's compensation benefits as follows:
- 8 a. Certified employees injured on-the-job may receive
9 payment from available leave until the date of eligibility
10 to receive worker's compensation benefits has been
11 established.
- 12 b. Certified employees may elect to use leave to
13 supplement the worker's compensation benefits. The
14 supplementation shall be limited to the amount
15 necessary for the certified employee's compensation
16 and the sick leave supplementation to equal the regular
17 salary.
- 18 c. The certified employee's fringe benefits, with the
19 exception of leaves, shall continue to accrue while
20 covered by worker's compensation. The certified
21 employee will be responsible for his/her portion of all
22 non-regulated benefit options, which will be collected
23 from the certified employee.
- 24 d. The District shall continue to pay its share of the certified
25 employee's insurance premiums for policies that were in
26 force at the time of the injury.

27 **B. Sick Leave Deferred Payment**

- 28 Certified employees are eligible for deferred leave payment upon voluntary
29 separation or through a RIF process from the Los Alamos Public Schools under
30 the following procedure:
- 31 1. Deferred leave payment will be made on sick leave accrued after a 90-
32 day eligibility base has been established.
- 33 2. The maximum number of days that may be accrued to receive deferred
34 payment upon retirement is currently 140.
- 35 3. Deferred payment will be 25% of the certified employee's daily salary
36 rate at time of retirement.
- 37 4. Certified employees who submit a letter of intent to retire to the Director
38 of Human Resources prior to March 1 will receive a deferred payment of
39 30% of their daily salary rate. This is an additional 5% above the 25%
40 referred to in B. 3.

41 **C. Family Medical Leave**

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

46 **D. Sick Leave Bank**

- 47 1. A sick leave bank (SLB) is available to certified employees who have signed
48 a second contract, are employed as a certified employee, have exhausted all

- 1 accrued paid leave and are experiencing a personal catastrophic illness or
2 injury.
- 3 2. Each eligible certified employee possessing fourteen or more days based on
4 F. T. E. may voluntarily join the SLB by contributing three days to the SLB
5 during September subject to review by the Sick Leave Bank Committee
6 (SLBC). Should a certified employee elect to withdraw from the Bank, all
7 donated days will remain as a part of the Bank. The Bank shall be
8 maintained at no less than fifty (50) days. When the SLB is reduced to fifty
9 (50) days, it shall be renewed by contribution of one additional day of leave
10 from each member of the bank. Such additional days will be deducted from
11 the participating certified employee's available leave.
- 12 3. Part-time certified employees may join by donating days in proportion to their
13 contract amount and may be eligible for benefits on a pro-rata basis.
14 Certified employees on a leave of absence, cannot participate in the Sick
15 Leave Bank but will automatically be reinstated upon their return to
16 employment.
- 17 4. The SLB shall be administered by the Sick Leave Bank Committee (SLBC)
18 consisting of five members. Two members shall be appointed by the
19 Superintendent to serve at his/her discretion, two members shall be
20 designated by the Federation, and a fifth member will be mutually agreed
21 upon. The SLBC shall determine the eligibility for the use of the Bank and
22 the amount of leave granted. Decisions by the SLBC shall be final and not
23 subject to appeal or grievance. The following criteria shall be used by the
24 SLBC in administering the SLB in its determination of eligibility and amount
25 of leave:
- 26 a) A request of SLB benefits shall be submitted in writing to the Director
27 of Human Resources. The request shall include a statement from a
28 physician licensed to treat in the area described on the application.
29 The statement shall include the employee's treatment plan and the
30 employee's anticipated date of return to work.
- 31 b) The SLB Committee reserves the right to require a second opinion
32 from a Physician of their choice.
- 33 c) Personal catastrophic illness or injury is defined as an illness or injury
34 that meets all of the following conditions:
- 35 a. The condition is sudden, unexpected and of such severity, as
36 certified by the employee's physician, and unable to perform
37 essential job functions.
- 38 b. Treatment for a catastrophic condition cannot be postponed
39 without substantial risk of harm to the employee. Treatment
40 that does not require immediate attention and can be treated
41 during the employee's normal non-working period shall not be
42 eligible for SLB benefits. Treatment for a condition that does
43 not require immediate attention, but is scheduled for the
44 employee's convenience, shall not be eligible for SLB benefits.
- 45 5. Sick Leave Bank guidelines will be made available at all work sites. The initial
46 grant of sick leave by the SLBC shall be up to fifteen (15) days. Upon completion
47 of the initial grant, additional sick leave days may be granted in up to fifteen (15)
48 day intervals. The SLBC shall determine the maximum benefit for employees.
49 However, the maximum lifetime benefit shall not exceed forty-five (45) days.
- 50 6. Should the SLB drop below 50 days for more than 30 consecutive working days,
51 it shall be dissolved. Should the SLB be dissolved, the sick days remaining in
52 the bank shall be distributed equally among the members at the time. In such

- 1 case, the Board shall have no further responsibility to provide additional leave
2 days.
- 3 7. Any SLB benefits will be offset by any disability, income protection insurance, or
4 litigation benefits the employee receives for the same illness or injury for which
5 the employee receives SLB benefits. The offset shall be dollar for dollar. Any
6 income the employee receives from other sources that are related to the
7 disability shall be subtracted from the employee's SLB benefit. Work related
8 injuries shall not be covered by the SLB.
- 9 8. The SLBC may formulate additional rules and regulations provided the rules and
10 regulations do not violate any provision of this Agreement.

11 **E. Sabbatical Leave**

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

14 **F. Leave Without Pay**

- 15 1. A certified employee may request leave without pay after three
16 consecutive years of a minimum of half-time service to the District. The
17 leave shall be for a maximum of one year; however, the Board may
18 permit a second year under the provisions that applied for the first year.
19 After returning from a leave without pay, an employee must have
20 completed three consecutive years of employment before he/she may
21 request any additional leave without pay.
- 22 2. A leave without pay may be requested for the following reasons:
23 a. advanced study (beyond that addressed under
24 sabbatical leave)
25 b. to accompany a spouse on a temporary job assignment
26 c. military or volunteer service
27 d. parenting
28 e. serving in an elected office
- 29 3. A one-time leave without pay for a whole school year will be granted for
30 personal reasons after an employee has completed twelve years in the
31 District. A written request for the following school year must be received
32 in the District Office prior to October 1. If the request is received
33 between October 1 and February 1 the leave will be granted contingent
34 upon the District's ability to secure a qualified replacement.
- 35 4. A leave without pay may not be used for the primary purpose of seeking
36 or assuming other employment. The Board has the authority to review
37 each leave without pay currently in progress. If the Board determines
38 that the leave without pay has been misrepresented or substantially
39 changed, the Board may take such disciplinary action as deemed
40 appropriate under the circumstances including, but not limited to,
41 revocation of the leave or termination of employment.
- 42 5. In the case of ill certified employees who have used all accrued leave
43 and leave granted by the SLBC, a leave without pay may be granted
44 upon submission of a written request to the Superintendent for the leave.
45 The Superintendent shall review each request for possible
46 recommendation to the Board. Those on medical leave without pay
47 receiving Workers' Compensation shall be subject to rights set out in
48 Workers' Compensation statutes in effect at that time.
- 49 6. Assignment to the same position held when the leave without pay was
50 granted shall not be guaranteed, as reassignment shall be made by the

- 1 Superintendent based upon the needs of the District. The certified
2 employee may submit a written request to the Superintendent stating the
3 certified employee's preferred reassignment. The Superintendent will
4 consider the request. Where leave without pay has been taken by the
5 certified employee for professional development relevant to his/her
6 current position, a reasonable attempt will be made to place the certified
7 employee in his/her previous position.
- 8 7. Should a reduction in force become necessary during the contract year,
9 a certified employee on a leave without pay shall be subject to the same
10 selection criteria as established by Article XI of this Agreement -
11 Reduction in Force / Recall.
- 12 8. Service credit and fringe benefits do not accrue during leaves without
13 pay. Insurance benefits shall continue during a medical leave without
14 pay for a period of one year with the District paying its share of the
15 premium. The certified employee must submit a monthly payment for
16 his/her share of the premium.
- 17 9. A written request for a leave without pay should be submitted to the
18 Superintendent by February 1 of the year preceding the leave except in
19 the case of extenuating circumstances. A certified employee on leave
20 must give written notice of the intent to return or not return to work by
21 February 1 of the year of the leave.

22 **G. Military Leave**

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

27 **H. Judicial Leave**

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

31 **Article IX – EVALUATIONS**

32 **A. Goals**

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

42 **B. Evaluation Cycles**

- 43 1. All certified employees will be evaluated yearly and are required to have at
44 least one formal observation each year. A formal observation is one that is
45 scheduled jointly by the teacher and the supervisor and for which there is a
46 pre-observation conference and a post-observation conference that will be

- 1 held as soon as reasonably possible. There may be as many informal
2 observations as the supervisor deems necessary in order to fairly and
3 completely evaluate a certified employee. An informal evaluation does not
4 have to be scheduled but will be documented and that documentation will be
5 given to the employee as soon as reasonably possible after the observation.
- 6 2. By the 10th day of the school year, all certified employees will be notified by
7 their supervisor of their status on the evaluation cycle for the current school
8 year. This evaluation process includes summative and progressive cycles.
- 9 3. All Level 1 Certified Employees:
10 A summative evaluation will be made of all Level 1 certified employees.
11 Level 1 certified employees will remain on summative status until the
12 employee has moved to Level 2. The summative evaluation will consist
13 of:
14 • a minimum of one formal observation each year
15 • multiple forms of data collection
16 • the development of a Professional Development Plan (PDP) due on
17 the 40th day of the school year (The PDP will reflect the use of all
18 competencies approved by the NM Public Education Department.)
19 • a final evaluation conference held by the 2nd Friday in April
- 20 4. All Level 2 and Level 3 Certified Employees New to the District:
21 A summative evaluation will be made of all Level 2 and Level 3 certified
22 employees hired by the District that year. The summative evaluation for
23 newly hired Level 2 and Level 3 certified employees will consist of:
24 • a minimum of one formal observation each year
25 • multiple forms of data collection
26 • the development of a Professional Development Plan (PDP) due on
27 the 40th day of the school year. (The PDP will reflect the use of all
28 competencies approved by the NM Public Education Department.)
29 • a final evaluation conference held by the 2nd Friday in April
30 • Level 2 and Level 3 certified employees new to the District will
31 remain on summative status until the supervisor informs the certified
32 employee of movement to the progressive cycle. The supervisor will
33 inform the employee and the Director of Human Resources in writing
34 of this change at the completion of the evaluation conference with
35 that employee. The certified employee will qualify for paragraph 5
36 below.
- 37 5. All Returning Level 2 and Level 3 Certified Employees:
38 Level 2 and Level 3 certified employees will be placed on the progressive
39 cycle for two years following the summative year. The progressive and
40 summative evaluations will consist of:
41 • one formal observation each year
42 • informal evaluations and walk-through as deemed necessary by the
43 supervisor
44 • multiple forms of data collection
45 • development of a Professional Development Plan (PDP) due on the
46 40th day of the school year. (The PDP will reflect the use of one or
47 more competencies approved by the NM Public Education
48 Department.) Multi-year PDPs may be developed and submitted
49 provided prior approval has been obtained from the supervisor.
50 • all competencies must be addressed within the 3 year cycle
51 • a final evaluation conference held by the 2nd Friday in April
- 52 6. All Level 1, Level 2, and Level 3 certified employees must complete and
53 submit a Reflection form of their PDP to their supervisor prior to the final

1 evaluation conference. The supervisor and the certified employee will
2 agree on the date and time for the final conference.
3

4 **C. Evaluation Process**

- 5 1. The Professional Development Plan may be developed collaboratively by
6 the certified employee and the supervisor. The plan must identify one or
7 more measurable objectives. All competencies do not have to be
8 addressed every year by tenured certified employees. The PDP may
9 include multi-year measurable objectives and a plan to annually review the
10 progress toward meeting measurable objectives. The results of the annual
11 evaluation will be documented on the summative evaluation.
- 12 2. All data gathering will be conducted openly and with full knowledge of the
13 certified employee. The supervisor maintains the right to keep the source
14 of information confidential. Non-observed information may be included in
15 the certified employee's evaluation if the information is substantiated and
16 the teacher was told about the information as soon as practicable. A
17 teacher may request and receive an additional formal observation by the
18 Director of Human Resources or designee. The documentation of all
19 observations shall be signed by the supervisor and copies shall be given to
20 the certified employee. The certified employee's signature shall only
21 acknowledge receipt of the document and not necessarily agreement with
22 the contents.
- 23 3. During the final evaluation conference, the supervisor and the certified
24 employee shall review, complete, and sign the evaluation. The certified
25 employee shall have the opportunity to provide written comments and
26 attach them to the evaluation, which is kept in the employee's personnel
27 file. A copy shall be provided to the certified employee and the original will
28 be submitted to the Office of Human Resources for inclusion in the certified
29 employee's personnel file. The certified employee's signature shall only
30 acknowledge receipt of the document and not necessarily agreement with
31 the contents.
32

33 **D. Professional Growth Plan (PGP)**

- 34 1. If a certified employee exhibits unsatisfactory work performance after
35 informal remedial action has failed to correct the issue to the supervisor's
36 satisfaction, the following procedure shall apply:
37 The supervisor will discuss with the certified employee any unsatisfactory
38 performance and the changes necessary to improve. At this time, work
39 will cease on the Professional Development Plan and the focus will be on
40 the area or areas of concern. A Professional Growth Plan will be
41 developed to include the following:
42 • indicators of the unsatisfactory work performance
43 • the expected improvement
44 • a timeline developed to allow for the improvement to occur
45 • resources that will be provided to assist in the work performance
- 46 2. At the end of the timeline developed in the PGP, a meeting will be held
47 between the supervisor and the certified employee to review the required
48 work performance. If all goals have been met, the certified employee and
49 the supervisor will sign and date the Professional Growth Plan and a copy
50 will be given to the certified employee and the original will be placed in the
51 employee's personnel file in the Human Resources office.

1 3. If, at the end of the timeline developed on the Professional Growth Plan, a
2 certified employee has not demonstrated essential competency based on
3 the expected improvement, the supervisor will make a written
4 recommendation to the Director of Human Resources to initiate a meeting
5 with the certified employee to discuss possible employment
6 consequences including, but not limited to disciplinary action such as
7 termination.
8

9 **E. Contents of Evaluation**

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

15 **F. Personnel File Procedures**

16 1. The District shall maintain personnel information in accordance with the
17 Records Retention Act. The following types of information will be
18 collected and maintained by the District:
19 application and resume
20 education and training
21 experience and verification of employment
22 payroll
23 insurance
24 performance
25 medical
26 safety and Workers Compensation
27 attendance
28 grievances
29 background and fingerprint checks

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

34 2. A certified employee shall be permitted to examine and/or to obtain
35 copies of materials in his/her personnel file. The certified employee may
36 be accompanied by a representative if desired. Upon written
37 authorization, said rights shall be granted to a certified employee's
38 representative. An appointment must be made in advance with the
39 Director of Human Resources prior to a certified employee examining
40 his/her personnel file. Such an appointment will be scheduled within 10
41 working days of the request at a mutually agreed upon time. Pre-
42 employment references and references related to internal transfers will
43 not be subject to inspection by the certified employee.

44 3. Documents other than those listed above will not be placed in a certified
45 employee's personnel file unless a copy of the document has been given
46 to the certified employee. The certified employee has the right to have a
47 response in writing attached to anything placed in his/her file. No
48 anonymous or unsigned information may be placed in any certified
49 employee's file.

50 4. Site administrators retain the right to maintain working files.

1 **ARTICLE X - REASSIGNMENTS**

2 **A. Voluntary Reassignment**

- 3 1. When a vacancy is created at a site, the site staff will have the first
4 opportunity to be considered for that opening. Once changes occur within
5 the site from staff, the site administrator will contact Human Resources of the
6 official opening.
7 2. All District-wide vacancies will be posted on Wednesday by 4:00 pm. This
8 frees staff from having to continually check for updates.
9 3. You must be Highly Qualified as per P. E. D. requirements and possess the
10 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, you can list them on the same form. Forms are available at each
14 site. Staff will have 5 (five) working days from the posting date to submit the
15 request to Human Resources in order to be scheduled to interview for that
16 position. Once the vacancy has been posted for 6 (six) or more work days
17 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 posted between July 1
20 and September 1 will only be filled by outside applicants because the
21 school's staff integrity is already set.
22 6. Any employee can apply for any position that is posted at any time. If the
23 requirements are not met as stated above there are no guarantees of
24 consideration.
25 7. Modifications to this procedure may be made with the agreement of
26 Administration and the Union.
27 8. The superintendent maintains the right to administratively reassign an
28 employee at any time.

29 **B. Administrative Reassignment**

- 30 1. The Superintendent may reassign certified employees to maintain
31 efficient and well-balanced faculties (relative to training, experience, and
32 background) to meet the needs of the District. Notice of any
33 administrative reassignment shall be given as soon as possible.
34 2. Prior to the selection of an administrative reassignment, certified
35 employees will be encouraged to volunteer for transfer. In the absence
36 of volunteers with the necessary qualifications for the positions available,
37 seniority in the District among qualified employees, as defined in Article
38 X-B-1, will control, with the least senior person being selected for
39 transfer.
40 6. The Superintendent may reassign a certified employee if his/her
41 performance impedes the instructional program. In which case, the
42 criteria in
43 Article X-B-1 and 2 do not apply.
44
45

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

47 **A. Initiating a RIF**

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

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

14 **B. Reduction in Force**

- 15 1. The Superintendent shall determine the number and type of positions to
16 be affected by the RIF.
17 2. Prior to initiating a RIF, the Superintendent will attempt to absorb the
18 necessary reductions through attrition and the non-renewal of contracts
19 for non-tenured certified employees. The Superintendent will notify the
20 Federation as soon as possible after determining that a RIF is needed
21 and will meet and confer at the request of the Federation regarding
22 options which may ameliorate or eliminate the RIF.
23 3. In the event of a RIF, the District and Federation will jointly determine the
24 possibility of any increase in the deferred sick leave reimbursement or
25 other voluntary separation inducement.
26 4. For any tenured teacher, the District must prove that there is no other
27 position for which the teacher is qualified consistent with the academic
28 necessities of the District before that teacher may be terminated or
29 discharged through a RIF.
30 5. If more than one certified employee is licensed and qualified for a
31 position affected by a RIF, the least senior certified employee will be
32 selected for the layoff. "Qualified" as used in this context will be defined
33 as having at least one year of satisfactory prior experience in the area of
34 endorsement. If a certified employee is experienced within an
35 endorsement area prior to employment with the District, the certified
36 employee will be required to provide evidence of satisfactory experience
37 in the form of a formal district evaluation from the previous district or
38 acceptable alternative.
39 6. Seniority and the employment relationship shall be terminated if the
40 certified employee:
41 a. is discharged or terminated
42 b. resigns
43 c. fails to report for work without a valid reason approved
44 by the Director of Human Resources within five working
45 days after termination of a leave of absence
46 d. retires.
47 Additional seniority and other benefits do not accrue during any period of
48 layoff. However, seniority status, salary schedule placement, and leave
49 available at the time of a RIF will be returned to employees who are
50 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.
48

- 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**

31
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 one (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