



Española Public Schools
STRIVING FOR EXCELLENCE

**Española Public Schools District and
Española-NEA
Collective Bargaining Agreement
2022 - 2023**



Preamble: This Agreement is by and between the Board of Education and the Española School District (hereinafter referred to as the “District” and “District administration”), and the employees of the Española School District as exclusively represented by the Española-NEA (hereinafter referred to as the “Española-NEA”).

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Article 1. Recognition/Agreement

- A. The parties desire to maintain a professional relationship with their collective bargaining interaction so as to provide the best opportunity for the Española Public School District to succeed in its educational mission. This agreement is entered into by the Board of Education of the Española Public School District (the District) and the Española-NEA.
- B. Pursuant to the applicable statutes, resolutions and regulations, the District Administration recognizes the Española-NEA for the purposes of collective bargaining as the exclusive representative of a unit consisting of all employees other than Supervisors, Management employees, confidential employees, and the following specific positions:
 - 1) Superintendent's Secretary;
 - 2) Associate Superintendent's Secretary;
 - 3) Office Manager at sites where more than two (2) other administrative support staff are normally assigned;
 - 4) Human Resource Department employees;
 - 5) Head Custodians at sites where four (4) other Custodians are assigned; and
 - 6) Head Cooks at sites where four (4) other Cooks are assigned.
- C. Unless otherwise indicated, as used in this Agreement, the term "employee" means an employee in the bargaining unit defined in Section B. above.

Article 2. Definitions

- A. "Board" shall mean the Española Public School District Board of Education.
- B. "Days" shall mean workdays according to the school calendar and shall not include holidays or recesses observed by the District, unless otherwise specifically noted in the contract.
- C. "District" shall mean the Española Public School District.
- D. "Educational Support Personnel" (E.S.P.) means those employees in the bargaining unit whose positions are not Certified. "
- E. "Emergency" shall mean any act of God or other unforeseeable or unplanned occurrence or condition that has a significant and adverse impact on the educational or work process, requiring an immediate action.
- F. "Española-NEA" is understood to mean the local Española Association, an affiliate organization of the National Education Association and an affiliate of New Mexico National Education Association, Española-NEA's representative(s) or officers. Official communications to the Española-NEA shall be made to the President of the Española-NEA or his/her designated representative or representatives. Any reference to "The Union" shall be understood to mean Española-NEA.
- G. "Immediate Supervisor" shall mean the principal, supervisor or administrator in charge of the function, staff or activity.
- H. "President" shall mean the President of the Española-NEA or designee.
- I. "Superintendent" shall mean the Chief Executive Officer of the Española Public School District.
- J. "Confidential employee" means a person who devotes a majority of his/her time to assisting and acting in a confidential capacity with respect to a person who formulates, determines, and effectuates management policies;

- 1 K. “Impasse” means a failure of the District and Española-NEA after good-faith bargaining, to
2 reach agreement in the course of negotiating a collective bargaining agreement.
- 3 L. “Arbitration” is a proceeding to settle a dispute in which the settlement is determined by an
4 impartial arbitrator selected through a process included in this agreement. The parties agree
5 in advance that the Arbitrator’s decision, based on the merits of the case, will be final and
6 binding. The services of the Federal Mediation and Conciliation Service shall be employed to
7 obtain arbitrators.
- 8 M. “Management employee” means an employee who is engaged primarily in executive and
9 management functions and is charged with the responsibility of developing, administering or
10 effectuating management policies. An employee shall not be deemed a management
11 employee solely because the employee participates in cooperative decision-making programs
12 on an occasional basis.
- 13 N. “Professional employee” means an employee whose work is predominately intellectual and
14 varied in character and whose work involves the consistent exercise of discretion and
15 judgment in its performance and requires knowledge of an advanced nature in a field of
16 learning customarily requiring specialized study at an institution of higher education or its
17 equivalent. The work of a professional is of such character that the output or result
18 accomplished cannot be standardized in relation to a given period of time;
- 19 O. “Supervisor” means an employee who devotes a majority of work time to supervisory duties,
20 who customarily and regularly directs the work of two or more other employees and who has
21 the authority in the interest of the employer to hire, promote or discipline other employees or
22 to recommend such actions effectively. This definition does not include an individual who
23 performs merely routine, incidental or clerical duties or who occasionally assumes a
24 supervisory or directory role or whose duties are substantially similar to those of
25 subordinates and does not include a lead employee or an employee who occasionally
26 participates in peer review or evaluation of employees.
- 27 P. The term “worksites” shall mean any location where an employee is authorized to perform
28 work by the District.
- 29 Q. Unprofessional behavior/Misconduct: Is any behavior or conduct below or contrary to New
30 Mexico Code of Ethical Responsibility of the Education Profession.
- 31 R. Hostile Work Environment: Exists when a district employee’s unprofessional behavior or
32 misconduct within the workplace creates an environment that is difficult or uncomfortable
33 for another person to work.

34 Article 3. General

35 The Española Public School District Labor Management Relations Resolution and the Public
36 Employee Bargaining Act supersede the CBA. The Española Public School District sanctioned
37 rules and regulations, administrative directives, departmental rules and regulations, and
38 workplace practices shall control unless there is a conflict with a collective bargaining
39 agreement. Where a conflict exists, this collective bargaining agreement shall control.

40 Article 4. Management Rights

41 Unless limited by the provisions of this collective bargaining agreement or by statutory
42 provisions, the employer’s rights shall include, but are not limited to:

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- 1 A. Direct the work of, hire, promote, assign, reassign, transfer, demote, suspend, discharge or
- 2 terminate bargaining unit employees;
- 3 B. Determine qualifications for employment and the nature and content of personnel
- 4 examinations and work to be performed;
- 5 C. Take actions as may be necessary to carry out the mission of the District in emergencies; and
- 6 D. The District retains all rights not specifically limited by this Agreement or by the District's
- 7 Local Labor Management Relations Resolution.
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9 10 **Article 5. Association Rights and Responsibilities**

- 11 A. **EXCLUSIVITY:** The rights, responsibilities and/or privileges granted to the Española-NEA
- 12 by this Collective Bargaining Agreement will not be granted to any other organization which
- 13 purports to represent any employee covered by this Agreement.
- 14 B. **NO REPRISALS:** There will be no reprisals of any kind taken against an employee by either
- 15 party by reason of his/her membership or non-membership in the Española-NEA or
- 16 participation or non-participation in any of its activities.
- 17 C. **RELEASE TIME:**
 - 18 1. Normally Española-NEA business will not be conducted during duty-time, except in
 - 19 case of emergencies. In situations where District Management staff (Principal or
 - 20 above) requests in writing, to deal with an emergency during duty time, the
 - 21 appropriate Association representative will be released from duty on pay status.
 - 22 2. Association Conference & Workshop Leave.
 - 23 The Association may request up to a total of ten (10) days per regular school year to
 - 24 attend Association Conferences and workshops or to conduct other Association
 - 25 business which does not interfere with instruction or the duty of other personnel. The
 - 26 Association will assume the cost of substitutes. Such requests shall be approved by
 - 27 the Superintendent, except in the case of emergencies or other extenuating
 - 28 circumstances. Such leave requests shall not be made during the 1st two weeks or the
 - 29 last two weeks of school, or during parent teacher conferences days.
- 30 D. **INFORMATION:**
 - 31 1. The Española-NEA will be provided with copies of minutes of official Board of
 - 32 Education meetings and all other non-confidential documents distributed to the Board
 - 33 of Education members at official meetings at the time of their distribution to the
 - 34 Board. A copy of the official agenda of the meeting, and any relevant attachments,
 - 35 will be given to the Española-NEA as distributed to the Board of Education members.
 - 36 2. Material which is disruptive to good relations between the parties and not in the best
 - 37 interest of the students of the District shall not be distributed at work sites by either
 - 38 party.

3. One Association bulletin board of a size and quality agreed to by the parties will be placed in each school building at a location agreed to by the parties. The Association Bulletin Board will be used only for official Association business notices, circulars, and other such materials. This bulletin board may not be used for political campaign materials, except for internal NEA elections. Copies of all materials to be placed on the bulletin board will be provided to the Building principal in advance of the posting.
4. Española-NEA may place Association material in bargaining unit employees' mailboxes during non-duty time. The Association material shall not be distributed or transported by District employees on District paid time.
5. The Española-NEA may use school buildings in the same manner as any other organization. No charge will be made for use of the facilities; however, custodial charges may be assessed if necessary.
6. At the conclusion of a faculty/staff meeting a designated Association Representative may make short Association announcements.
7. Should the District provide a link to web pages not wholly owned and managed by the District, the Española-NEA will also be provided with a link to its web page in the District web site.
8. District equipment and supplies shall only be used for District business.

E. EMPLOYEE INFORMATION:

1. It is the right and responsibility of the Association to inform bargaining unit employees of their rights and responsibilities under the collective bargaining agreement.
2. The Española-NEA may provide an information table during the New Employee Orientation sessions for the purpose of providing information to interested bargaining unit employees.
3. During one of the orientation days, the Española-NEA, at the end of the morning session, may extend an invitation to new employees to attend an Association sponsored meal.
4. Twice yearly, (once per semester) the NEA representatives will meet with all Administrative / Supervisory staff to discuss the interpretation and intent of the CBA language and Articles with the intent to foster a better working relationship between staff and administration.

F. MEMBERSHIP DUES DEDUCTION:

1. The District will deduct bargaining unit employee membership dues in the amounts identified by the Association President and will transmit the monies to the Española-NEA. The bargaining unit membership dues payroll deduction will be made by the District within thirty (30) days of submittal of a voluntary employee signed payroll deduction authorization form submitted by the Association to the District's Payroll Office, once per month, within the last five (5) days of each month. The Association and the employees shall hold the District harmless on any issue that may arise regarding the deduction of membership dues.
2. The District will stop payroll deductions when:
 - a. The Association submits a payroll deduction cancellation form to the District's Payroll Office;

- 1 3. A cancellation form is submitted by the employee to the Association Treasurer or
2 President and the Association then shall forward the cancellation form to the Payroll
3 office. The cancellation form must be submitted to the Association Treasurer or
4 President by October 6 of the school year during which such discontinuance is to be
5 effective. By October 16, the Association will in turn notify the District. The
6 Association will defend and hold the District harmless on any liability that may arise
7 as a result of compliance with this Article provided that deductions made by the
8 District were not in violation of this Article.
- 9 a. The bargaining unit member does not earn a sufficient amount to cover the
10 dues deduction; or
- 11 b. The employee is no longer in the bargaining unit or employed by the District.
- 12 4. All changes to deductions will be implemented by the District for the next payroll
13 period.
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16 **G. USE OF DISTRICT EQUIPMENT AND E-MAIL COMMUNICATIONS**

- 17 1. The Association will have the right to use school equipment including computers,
18 digital or electronic devices, public address and audio-visual equipment at
19 reasonable times, provided such times do not interfere with or disrupt the use of
20 such equipment for the original purpose intended. Any incurred cost for
21 consumable supplies shall be borne by the Association.
- 22 2. District email may be used between Association Officers and Association
23 Representatives (AR's) to discuss issues of the Association. An AR may also
24 email, individual bargaining unit members at their work site/school regarding
25 individual issues with a member at the worksite. The Association President may
26 email individual employees at any district work/school site. Such communication
27 needs to be done before or after school or during the duty-free lunch period.
- 28 3. Parameters for the Association President's use of ALL-DISTRICT emails
29 shall be reviewed annually with the Superintendent. The following parameters
30 are currently established for use of ALL-DISTRICT emails:
- 31 a. Email Information Only: The Association President shall send email
32 communication about Association meetings or functions to the
33 Superintendent, or designee for review. Once reviewed, the
34 Superintendent, or designee will send a District-Wide email on behalf
35 of the Association President.

36 **Article 6. Agreement Oversight Committee**

37 Three Union members appointed by the President of the Union and three
38 supervisory/administrative staff appointed by the Superintendent will meet on an as needed basis
39 to review and discuss current school problems, practices, the administration of this agreement
40 and other mutually agreed upon topics. Either party may initiate the request for meeting. All such

meetings shall be conducted during non-duty time at a mutually agreed upon time and place. It is the intent of the parties to deal with issues regarding the implementation, application, and administration of this Agreement as quickly as possible.

Article 7. Bargaining Procedure

A. SCHEDULE SETTING FOR NEGOTIATIONS:

Not later than December 1st of the school year in which this Agreement expires, either party may submit a written notice to the other party requesting the scheduling of negotiations for a successor agreement. A meeting of the parties to conduct such scheduling shall take place at a date and time and place mutually agreed to by both parties.

B. NEGOTIATIONS: Not earlier than January 1st and not later than March 1st of the calendar year in which this Agreement expires, the parties will enter into collective bargaining with the Española-NEA over a successor agreement in accordance with the procedures set forth herein in a good-faith effort to reach agreement.

1. The parties have the right to negotiate any items which are legally permissible. Negotiations shall be closed sessions.
2. Any agreement reached during the negotiating session will be reduced to writing and signed by the parties as tentative agreements. Complete agreement on negotiations is accomplished when the Española-NEA members and the School Board ratify, and the parties sign the Agreement. Each party will ratify or reject ratification of all tentative agreements as a whole. The Union shall schedule and conduct the ratification of the agreement without interference from school board members, management employees or the District. The Union shall schedule and conduct the ratification within two (2) weeks of the signing of all tentative agreements. The District shall schedule and conduct the ratification of the agreement without interference from bargaining unit employees or the Union. The District shall schedule and conduct the ratification of the agreement within two (2) weeks of the ratification by the Union.
3. Ground rules may be negotiated by the parties.
4. During bargaining the District administration and the Española-NEA will present relevant data, exchange points of view and make proposals and counter proposals. The District administration will make available to the Española-NEA for inspection all pertinent records, data and information of the Española Public Schools. Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in bargaining. Española-NEA shall have a representative on the budget committee.
5. If bargaining between the parties is scheduled during a school day by the administration the members of the Española-NEA's bargaining team will be released of their regular duties.

C. The District administration agrees not to bargain or otherwise deal with any employee organization other than the Española-NEA for this bargaining unit for the term of this Agreement.

D. Grants which may alter any portion of this agreement are subject to negotiation. Grants that offer voluntary opportunities for participation outside of the instructional day are not subject to negotiation.

E. Once a party presents its last best offer, the other party shall present its last best offer within three (3) working days. Should an impasse occur the parties will comply with the procedures

established in applicable laws, regulations and resolutions. This process may be clarified in the ground rules set by the parties.

- F. The ratified collective bargaining agreement reached through this process shall be posted on the District web site. A printed copy shall also be presented by the administration to all new bargaining unit employees at the time they also receive the employee handbooks and other official orientation materials from the District. A printed copy shall also be made available at the front desk of every work site to any bargaining unit employee for review and/or copying. Each party will be presented a Master Copy of the Agreement. It is the responsibility of management to distribute and explain the Agreement to the management staff. It is the responsibility of the Española-NEA to distribute and explain the Agreement to each member of the bargaining unit.



Article 8. Employment Procedures

A. The District is an Equal Opportunity Employer.

B. EMPLOYMENT:

1. Upon initial employment with the district, the employee will be placed on the appropriate salary schedule.
2. Part-time employees shall be compensated at the appropriate step at a pro-rated amount.

C. CERTIFIED RESIGNATION:

1. Certified employees who intend to resign employment from the District shall provide a minimum of thirty (30), calendar days' advance written notice from the effective date of resignation.
2. By mutual agreement the employee and the District may agree in writing to less than a thirty (30) day notice of resignation.

D. E.S.P. RESIGNATION:

1. Educational Support Personnel employees who intend to resign employment from the District shall provide a minimum of ten (10) working days' advance written notice from the effective date of resignation.
2. By mutual agreement the employee and the District may agree in writing to less than a ten (10) working day notice of resignation.

Article 9. Affirmative Action

- A. The parties agree that the District's Affirmative Action Plan shall continue in full force and effect and shall apply to all bargaining unit employees for the term of this agreement.
- B. If there is a conflict between any of the provisions of this agreement and the District's Affirmative Action Plan, the latter will prevail.

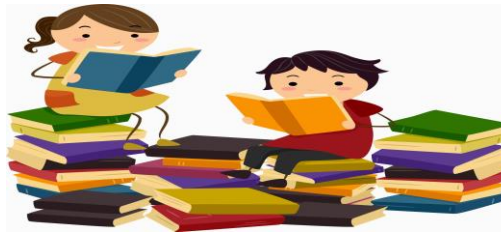
Article 10. Discrimination

- A. The District and the Española-NEA agree that the parties will not develop, interpret, or apply, this agreement in such a way as to discriminate against bargaining unit employees based on race, creed, color, religion, national origin, sexual orientation, gender, or age.
- B. The parties shall not discriminate against any bargaining unit employee based on union or non-union membership.

Article 11. Assignments

- A. The Superintendent will give notice of assignments to new employees within five days of hire or as soon as practicable.
 - 1. All other employees will be given written notice of their class and/or subject assignments, building assignments and (when applicable) room assignments for the forthcoming year no later than thirty days before the first day of classes or as soon as practical.
 - 2. It is recognized that assignments may be changed due to student enrollment and availability of space. Administrators will directly contact affected employees as soon as practicable.
- B. Employees will be assigned in their endorsement area(s) except in emergencies and with the approval of the Public Education Department, the request of the employee, and the approval of the District Administration.
- C. Multiple Assignments:
 - 1. Schedules of employees who are assigned to more than one school building will be arranged so that such employee travel will be minimal. Employees will be given ample time when such travel is required.
 - 2. Employees who are required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day will be reimbursed for such travel at the current state guideline rate for all driving done between arrival at the first location at the beginning of their workday and departure from the last location at the end of their workday, when the two work locations are at least 10 miles apart.
- E. Educational Support Personnel will be assigned in their classification except in emergencies.
- F. Head Custodians are working Lead employees who will carry a full custodial workload plus the lead responsibilities.
- G. PROMOTIONS
 - All bargaining unit vacancies in preexisting and newly-created promotional positions that the District decides to fill will be publicized by the Superintendent in accordance with the following procedure:
 - 1. When a vacancy occurs and the District decides to fill the vacancy, the District shall post a notice in each school.
 - 2. Qualified bargaining unit employees who desire to apply for a promotional position will submit their names to the Human Resources Department, together with the position or positions they desire to apply for.
 - 3. Application must be received by Human Resources prior to the deadline for application as identified on the posting.

4. The qualifications for a particular promotional position will not be established or changed without advance notice to the Española-NEA.
5. All qualified applicants will be considered. The District administration may fill a vacancy in a promotional position on a temporary basis (i.e., for up to sixty (60) days) when it is necessary to do so in the best interest of the educational process. Temporary filling of positions shall not use for the purpose of pre-selection. Qualified applicants for Head Custodian or Head Cook will be considered for posted vacancies based on qualification, performance and attendance. All things being equal seniority will become the determining factor.
6. Except as otherwise provided in Article 15 (Reduction in Force) and Article 9 (Affirmative Action) of this Agreement, no vacancy in a promotional position will be filled except after compliance with the above procedure.
7. If there is any conflict between this Article and the District Administration's Affirmative Action Plan (which is attached hereto as Appendix D of this Agreement) the latter will prevail.



Article 12. Vacancies, Transfers and Reassignments

A. VACANCY NOTICES: All bargaining unit vacancies in preexisting and newly-created positions will be publicized by the Superintendent in accordance with the following procedure:

1. When a vacancy occurs, a weekly notice will be emailed to all employees as well as posted. Posting will be in a prominent place frequented by employees, which will not be less than seven (7) working day. A copy of the said notice will be published on the district administration's website.
2. Vacancy postings will contain specific identification of the vacant position, the worksite where the vacancy exists, the position's major duties, qualifications/license needed for the position, the name of the person to whom the application should be sent, and the deadline for applications.
3. A "vacancy" will be deemed to exist when
 - (i) An employee leaves a position and the District administration indicates its intention to refill said position, or
 - (ii) When a new bargaining unit position is created.

B. FILLING VACANCIES:

1. Employees who wish to be considered for vacancies and/or openings may submit a letter of interest to Human Resources Department within the time limit identified in the posting. This letter of interest shall serve as an application.
2. No vacancy will be filled until all properly submitted applications have been considered.

3. When filling a vacancy and all things are equal between an in-district and out-of-district applicant the in-district employee will be given preference.
4. Prior to any involuntary transfer, the appropriate administrator will meet with employee(s) to thoroughly explain why the transfer is necessary to meet the needs of the students. The meeting shall be conducted as soon as practical. The employee being involuntarily transferred or reassigned will be placed only in an equivalent position — i.e., one which, among other things, involves no reduction in regular compensation, during the current or future years.
5. If there are no applicants to be considered for the open position(s), or if applicants do not meet the requirements of the position(s), the District may initiate a process of Administrative-Initiated-Transfer or reassign employees as it becomes necessary to address the instructional needs or other safety needs of the District in accordance with the following criteria:
 - a. Licensure/Certification/Endorsements
 - b. Instructional program needs or requirements
 - c. Grade level, subject, or program experience
6. Administrative-Initiated transfers must be approved by the Superintendent/Designee. All transfers of existing faculty members will be made to facilitate the best educational program for the students of the District and the total District programs, based on aforementioned criteria in section five (5), above.
7. Employees may volunteer for an Administratively-Initiated transfer if they meet the criteria. Upon consideration of the criteria above (5 a-c), all things being equal, when more than one employee volunteers and meets the criteria, the most senior person shall be selected for transfer.
8. Notice of Administratively-Initiated transfers will be given to certified employees by their immediate supervisor in writing including reason based on criteria from section five (5), above, and, whenever possible, in person. Upon consideration of the criteria above (5 a-c), all things being equal-District seniority of full-time personnel will apply with the least senior person being selected for Administrative-Initiated transfer. The selected employee may request a meeting to discuss the Administrative-Initiated transfer with the immediate supervisor and may invite a representative.

Article 13. Voluntary Transfers

- A. Employee transfers are allowed at the end of each semester for posted positions. Exceptions to the semester requirement may be granted upon approval by the supervisors involved.
- B. An employee desiring a transfer shall complete all information required on the “Request for Transfer” form, sign the request, obtain the signature of his/her supervisor if possible, or provide a copy to the supervisor, and submit the form to the Human Resources Department.
- C. The Human Resources Department will forward all transfer requests to supervisors for posted positions at their work sites. A qualified employee requesting a transfer shall be granted an interview for the posted position. District employees will be considered before outside applicants are considered.
- D. District “Request for Transfer” forms will be available at all work site locations, on the District web-site, and from the Human Resources Department. Employees must complete a separate “Request for Transfer” form for each posted position in which they are interested.

- 1 E. The employee may submit written withdrawal of the “Request for Transfer” by submitting a
- 2 written request to the Human Resources Department.
- 3 F. Employees interviewed will be notified in writing by Human Resources indicating the
- 4 position has been filled.

5 Article 14. Summer School, Evening School, Federal and Other Special

6 Programs

- 7 A. All openings for summer school and evening school positions under Federal and other
- 8 special programs will be filled pursuant to the procedure prescribed in Article 12
- 9 (Vacancies, Transfers, & Reassignments) of this Agreement. Under normal circumstances,
- 10 summer school openings will be publicized not later than one month before commencement
- 11 each year, and employees will be notified of the action taken not later than two weeks prior
- 12 to commencement. Said notice will include work schedules, class and/or subject
- 13 assignments and building assignments for their assignment. Summer school schedules may
- 14 be modified or cancelled due to student enrollment.
- 15 B. Highly qualified permanent employees will be given first preference in hiring for
- 16 instructional positions. Qualified permanent employees will be given first preference in
- 17 hiring for non-instructional positions.
- 18 C. All current practices affecting working conditions which may be required or requested by
- 19 Federal or other special programs, including evaluation and reporting procedures may not be
- 20 altered except by agreement of the parties.

21 Article 15. Reduction in Force

- 22 A. The District is vested with the responsibility to determine the educational program of the
- 23 District in compliance with state and federal educational standards and statutory
- 24 requirements. The District in its discretion may increase or decrease the number of
- 25 employees as provided below.
- 26 B. When the District determines that a reduction in the workforce is needed, the District shall
- 27 develop a Reduction in Force plan and present it to the Board of Education for approval.
- 28 C. The plan shall:
 - 29 1. Identify reason(s) for Reduction in Force. The following conditions may justify a
 - 30 Reduction in Force:
 - 31 a. Decline in Student enrollment;
 - 32 b. Revenue decrease caused by student enrollment, loss or reduction of tax revenue,
 - 33 loss of state, local or federal funds or inflation that reduces the value of revenue;
 - 34 c. The revision of educational programs;
 - 35 d. District involvement in consolidating or re-districting;
 - 36 e. Court orders;
 - 37 f. Legislative mandates.
 - 38 2. Identify all options that have been considered for resolving the District’s revenue
 - 39 short-fall prior to initiating a Reduction in Force;
 - 40 3. Demonstrate all options that have been considered to preserve academic programs;
 - 41 4. Include the expected date of Reduction in Force;
 - 42 5. Incorporate attrition and transfers;

6. Provide for only hiring essential personnel during the term of the Reduction in Force;
 7. Request volunteers for separation of employment
 8. Identify the positions or areas to be affected by the Reduction in Force.
- D. Once the plan is approved by the Board of Education the plan shall be posted on the District's website. Reasonable efforts shall be made to distribute and discuss the plan with staff.
- E. The steps below will be applied in the implementation of a Reduction in Force:
- Procedure:
- Step 1: Seniority:
- Seniority is defined for the purpose of this Article as continuous service in the bargaining unit with the District. Employees will be considered for lay off with the junior employee within the identified area being laid off first:
- a. Partial-year employment shall be pro-rated.
 - b. Part-time employment shall be pro-rated.
- Step 2: License: I, II, III:
- CERTIFIED: Highest level of Licensure in subject area is senior;
- E.S.P.: Highest level of Licensure within the classification area is senior (if applicable).
- Step 3: Number of Endorsements, (Greatest number of endorsements is senior); and
- Step 4: Degree,
- CERTIFIED: Highest Degree in the endorsement area is senior:
- E.S.P.: Highest Degree is senior.
- F. PROCESS:
1. If two or more employees are equally ranked in step one, then step two will be applied to those employees.
 2. If two or more employees are still equally ranked in step two, step three will be applied to those employees.
 3. If two or more employees are still equally ranked in step three, step four will be applied to those employees.
 4. An individual identified for lay off will be offered a position for which he is qualified that is currently occupied by an employee without due process rights, including long-term substitutes. If the position is accepted, the employee without due process rights is terminated. If the employee refuses the position offered, she/he will be laid off.
 5. A Reduction in Force shall never be used to retaliate against an employee.
 6. Employees laid off under a Reduction in Force Plan shall have a written notice placed in the personnel file and a notice shall clearly state the layoff resulted from a Reduction in Force.
- G. NOTIFICATION:
- Notification will be provided to employee, as soon as possible, in written form either through return receipt request US Mail or hand delivery with return signature requested. The notice shall include the effective date of the layoff action.
- RECALL:
- For a period of twelve (12) months after the effective date of the layoff of any employee under this REDUCTION IN FORCE policy, the District will offer any position(s) which become available and for which a laid off employee is licensed and/or qualified provided that the laid off employee has complied with the rules below:

- a. Laid off personnel will automatically be placed on the recall list unless the person notifies the District in writing that s/he does not wish to be recalled;
- b. It is the responsibility of the laid off person to notify the District of any change of status or address;
- c. Selection of persons to be recalled will be by seniority (the most senior laid off employees will be recalled first).
- d. If none of the persons laid off under this Article within the classifications accepts the district's offer of recall, then the district will extend the offer to other laid off persons who are qualified for the position(s).

I. NOTIFICATION OF RECALL:

Any person selected for recall will receive written notification by certified mail, return receipt requested, or by personal delivery at the address s/he provided to the Superintendent's office. Written acceptance of the position must be received in the Superintendent's office within ten (10) calendar days after receipt of recall notification. If a recalled person does not accept the offer within the specified time:

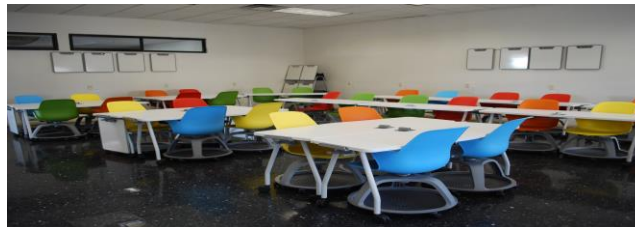
1. S/he forfeits all recall rights under this policy.
2. The next qualified person will be notified.

Seniority Accrual: A laid off employee who is recalled within the twelve (12) month period will retain seniority and sick leave benefits accrued at the time of the layoff.

Loss of Rights: After twelve (12) months, the recall period has expired and any person laid off under this Reduction in Force Article no longer has the right to recall. Such persons who wish to be re-employed thereafter must reapply as a new applicant for employment.

Article 16. Separation of Employment

Upon separation of employment the Certified employee will be compensated for any contract days actually worked through the effective day of termination or dismissal; and the E.S.P. employee will be compensated for any time actually worked through the effective date of termination or dismissal.



Article 17. Site-Based Decisions

- A. The parties recognize and encourage the continuation of arrangements pursuant to which bargaining unit employees at individual schools are given increased responsibilities for making professional decisions with regard to their day to day duties and responsibilities at the school site. This can foster the collegial exchange of ideas and information which can contribute to the efficiency and effectiveness necessary in a professional practice. Current practices shall continue except for any changes identified in this Article or as required by law or the PED.

- 1 B. Site Administrators and the Española-NEA shall provide an open process for Bargaining Unit
2 employees to apply for committees. Half the membership of all District committees (except
3 Board-appointed Committees) will be appointed by the President of the Española-NEA.
- 4 C. It is also recognized that such arrangements cannot be contrary or in violation of PEBA, the
5 District LMR Resolution or the terms and conditions of this Collective Bargaining
6 Agreement between the parties.

8 Article 18. Substitute Employees

9 No employees shall be required to find, arrange for, or pay for his or her own substitute.

11 Article 19. Class Size

12 In determining staffing patterns, class load, teaching loads, the District will comply with laws
13 regarding teacher-pupil ratio, currently outlined in NMSA 22-10A-20 and related regulations.

- 14 A. The individual class load for elementary school teachers shall not exceed twenty (20)
15 students for kindergarten.
- 16 B. The individual class load for pre-school teachers shall not exceed twenty (20) students for
17 pre-school.
- 18 C. The individual class load for special education pre-school teacher shall not exceed the ration
19 of 4:1
- 20 D. The average class load for elementary school teachers shall not exceed twenty-two (22)
21 students when averaged among grades one, two, and three.
- 22 E. The average class load for elementary school teachers shall not exceed twenty-four (24)
23 students when averaged among grades four, five, and six.
- 24 F. The daily teaching load for grades seven through twelve shall not exceed one hundred sixty
25 (160) students, except in schools utilizing block schedules and the daily teaching load for
26 teachers of required English courses in grades seven and eight shall not exceed one hundred
27 thirty-five (135) with a maximum of twenty-seven (27) students per class. The daily teaching
28 load for teachers of required English courses in grades nine through twelve shall not exceed
29 one hundred fifty (150) students with a maximum of thirty (30) students per class.
- 30 E. The District shall consult with affected employees prior to requesting any waiver from the
31 State Department of Education.
- 32 F. If a teacher has concerns that pupils are placed in any classroom with the following areas of
33 concern:
- 34 • the capacity of the room;
 - 35 • appropriateness of the setting;
 - 36 • adequate equipment;
- 37 They shall discuss this concern with the immediate supervisor. If mutual agreement is not
38 reached; this matter will be forwarded to the Agreement Oversight Committee.
- 39 G. The District administration and the Española-NEA agree that further reductions in the class
40 size limitations set forth above are desirable and will work towards that end.

Article 20. Non-Instructional Duties for Teacher

- A. The parties acknowledge that the primary responsibility of bargaining unit employees is to provide instruction and instructional support services.
- B. It is also recognized that bargaining unit employees must also perform job related non-instructional duties. Bargaining unit employees will not be required to perform routine clerical and custodial duties. However, this does not relieve bargaining unit employees from performing clerical duties associated with their professional duties or general clean-up after class projects or student accidents.
- C. Employees other than bus drivers, qualified coaches, and qualified sponsors shall not transport students to activities which take place away from school. All students being transported by district approved employees shall do so in school owned vehicles only.

Article 21. Grade Changes

- A. A grade change request can be initiated by one or more of the interested parties, the student, a parent or guardian of the student, the teacher of record or principal. Any of the parties must fill out a change of grade form stating why the change is requested and attaching copies of all documentation supporting the reason for the request.
- B. The student, parent or guardian, or the principal must first speak with the teacher. Evidence of good faith effort must be provided in notifying a teacher if they are no longer employed in the District. If the teacher of record decides they believe a change of grade is appropriate, they must go to the principal with the completed form and attached data. If the teacher believes the original grade is justified, and the party still feels a grade change is appropriate, they shall submit completed form and any attached data form to the principal.
- C. If the principal believes there may be appropriate justification for a grade change he will discuss it with the teacher.
- D. If the teacher believes the original grade is justified, but the principal is not convinced by the teacher's argument the Principal may appoint a grade change appeals committee to consider the matter. The grade change appeals committee shall be identified by the building principal and will consist of the following: department chair, head teacher, or senior school site teacher, two neutral teachers, and the student's counselor. They will meet with the teacher, examine the evidence presented by both sides and make a recommendation to the principal.
- E. The principal shall consider the recommendation, and make a decision. The principal's decision will be final. The written decision of the principal will include articulated reasons that are stated such as extenuating circumstances, additional graded work submitted by the student, additional or make up testing, or any other meaningful criteria that can be verified.
- F. No student's grade shall be changed without a record of the change, an initial of the person making the change, and the date thereof, on the grade document itself.

Article 22. Employee Facilities, Instructional Materials and Supplies

Prior to the March budget committee meetings, the Agreement Oversight Committee will study and prioritize the needs identified below. The committee shall submit them to the budget committee for consideration.

A. STAFF LOUNGE/WORK AREA:

- 1. An employee work area containing adequate equipment and supplies to aid in the preparation of instructional materials for each school building.

2. An appropriately furnished room, including a telephone to be reserved for the exclusive use of the employees, as a faculty lounge.
- B. EACH CLASSROOM:
 1. Adequate space in each classroom in which employees can safely store instructional materials and supplies.
 2. A serviceable book case, desk, chair, computer, and a filing cabinet of adequate size for employee use in each classroom.
 3. A communication system so that employees can communicate with the main building office from their classrooms, including during emergencies.
 4. The purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment.
 5. A supply fund to be used to purchase materials and supplies which are not immediately available through general supply.
- C. EMPLOYEE REST ROOMS: A well-lighted and clean employee rest room separate for each gender and separate from student rest rooms.
- D. ACCESS: Subject to reasonable regulation certified employees will be provided, upon request, a key or other means of access through an outside door to their area of the school building and faculty room during non-school hours. In all alarmed buildings the supervisor shall provide the assigned employees notification detailing coverage of the alarms and times that alarms will be active. Employees will sign and return a copy of the notification. If the employee triggers an alarm in one of the designated areas, within the designated times, the employee is responsible for reimbursing the District through payroll deduction \$50.00 for the first incident and \$100.00 for each subsequent occurrence in a work year. An employee, who triggers an alarm in an area or time not designated in the notification, shall not be required to reimburse the District any cost.
- E. It is understood that all of these issues are subject to the availability of funds.
- F. Other Provisions
 1. At current time when all email or any correspondence is sent out, Office Managers and/or Principals will print and post by time clock or bulletin board.

Article 23. Student Discipline

- A. Student deportment and respect for others are essential for a successful and productive educational program, the academic success of students, and the safety of employees and students. Student discipline shall be applied in accordance with this Article, school policy, District policy, Public Education Department regulations, state law, and federal law.
- B. The principal shall have the primary responsibility for administering the school's student discipline policy.
- C. In accordance with the school's discipline policy, the employee shall be responsible for maintaining a social environment which is conducive to teaching and learning among those students under the employee's supervision. An employee shall be the initial source of discipline of all students under the supervision of the employee. An employee shall take whatever action is appropriate, necessary, required, and permitted under policy and law to properly discipline a disruptive student prior to referring the student and the problem to the administration. Employees shall use appropriate techniques which may include, as a last resort reasonable restraint as permitted by law in order to maintain a safe environment for

1 students and staff. An employee may refer to the administrator a student whose behavior
2 continues to prevent the employee from performing instruction and/or threatens the safety of
3 employee(s) or student(s). Once the administrator accepts the referral for discipline from the
4 bargaining unit employee the administrator will determine and implement the appropriate
5 student discipline. Student disciplinary referrals will be maintained, logged, and tracked at
6 each worksite.

7 D. If an incident involves a safety or health emergency, or in cases of assault, battery, or
8 physical confrontation, the employee will intervene and may seek an administrator or school
9 authority for additional assistance. If no administrator or school authority is available, the
10 employee may summon 911.

11 E. An employee may refer to the administrator a student whose behavior continues to prevent
12 the employee from performing instruction of students(s) and or threatens the safety of
13 employees or safety of instruction of students, volunteers, or employees. The employee will
14 report particulars of the incident to the administrator/designee at the time of the student's
15 referral. If requested by the administrator/designee the employee will report full particulars
16 of the incident, including:

- 17 (1) The initial and any related or subsequent disruptive or offending student behaviors;
18 (2) Corrective actions taken by employees to end the incident prevent further incidents,
19 and all prior efforts, if any, to communicate concern about issues which may have given
20 rise to the incident.

21 The Employee shall not be charged with leave time or with the cost of substitutes, if
22 necessary, while preparing any required reports, or participating in the investigation of the
23 incident.

24 F. The administrator will determine and implement the appropriate student discipline. Student
25 disciplinary referrals and corrective actions taken will be maintained, logged, and tracked at
26 teach worksite. The administrator/designee shall inform the employee of the corrective
27 measures taken.

28 G. An employee receiving a student in his or her classroom that is being reinstated following an
29 expulsion shall be advised of the expulsion or suspension of any conditions governing
30 reinstatement and/or continued attendance. An employee may request to be relieved of
31 responsibility for instructional supervision of a student who has been disciplined by the
32 District for assault, battery, physical confrontations, or false accusations against the
33 employee.

34 H. The Administrator will confidentially inform an employee of any complaint made by a parent
35 or guardian concerning disciplinary action taken by the employee with a student if the
36 administrator determines the complaint is serious.

37 STUDENTS ASSIGNED TO EDUCATIONAL SUPPORT PERSONNEL

38 I. Any students assigned to an Educational Support Personnel bargaining unit member shall be
39 on the appropriate roster of certified licensed employees.

40 J The number of students so assigned shall not interfere with the performance of the employee's
41 core job responsibilities. This shall not normally exceed two students per class period per
42 employee.

43 K. Should an employee believe a student or students are inappropriately assigned; the employee
44 will attempt to resolve the issue with the assigning counselor. If the issue is not resolved at

1 this level the employee may request a meeting with a union representative and a supervisor to
2 discuss the matter.

3 Article 24. Protection of Employees, Students, Property, Health and 4 Safety

- 5 A. The District will provide healthful and safe working condition for all employees.
- 6 B. The District will comply with applicable state and federal health and safety laws.
- 7 C. All hazardous or potentially hazardous conditions at the work site shall be reported in writing
8 immediately by the employee to the employee's supervisor.
- 9 D. The Union may make written recommendations to the District on healthful and safe working
10 condition for all employees.
- 11 E. The District and Espanola –NEA agree that any form of unprofessional behavior* or
12 misconduct* by the district or its employees that creates a hostile work environment* will not
13 be tolerated. A bargaining unit employee has the legal right to raise these issues to their
14 administration without fear of reprisal. Allegations shall be promptly investigated and solved
15 at the lowest level possible, as per, grievance procedures. (*Legal definitions of these are
16 found in Article 2. Definitions, Q., R.)

17 Article 25. Alcohol and Drug Abuse

18 Española NEA (E-NEA) and The Española Public School District (the "District") are
19 committed to a drug and alcohol-free work place, and to a safe, healthy, and productive work
20 place for all its employees.

21 E-NEA and the District are also committed to supplying its students with the highest quality of
22 education possible, as well as a safe and an orderly school environment where students can
23 learn and grow.

24 E-NEA and the District deems that each employee or individual District is in a safety sensitive
25 position. E-NEA and the District recognizes that drug, alcohol, or other substance abuse poses
26 a safety risk to its employees and students. Alcohol, drug, or other substance abuse by
27 employees, will impair their alertness and their ability to perform properly, and will have
28 serious adverse effects on the safety, efficiency, and productivity of other employees and the
29 District as a whole. From experience in the District, each employee is subject to be called upon
30 to assist in emergency situations involving students and adults, such as in the case of an
31 emergency evacuation as a result of fire or violence. Continued research and practical
32 experience prove that even small quantities of alcohol and/or drugs can affect an employee's
33 reflexes, judgment, alertness, and memory. Such an impairment, even if not readily apparent,
34 can have severe, adverse results for employees involved in ensuring the safety of students. An
35 employee with the presence of alcohol and/or drugs in his or her system can be a threat to co-
36 workers and students and may be more susceptible to making costly errors. Most importantly,
37 the District cannot tolerate employees who may intentionally or inadvertently expose students
38 to alcohol or drugs.

39 E-NEA and the District, therefore, have adopted this Article on the use or abuse of drugs,
40 alcohol, or other controlled substances, as part of its containment to safeguarding the health of
41 its employees, to providing a safe place for its employees to work, to supplying its students with
42 the highest quality of education possible, as well as a safe, orderly school environment.
43 Substance abuse, either while at work or away from work, can seriously endanger the safety of

employees and students and render it impossible to supply top quality service. E-NEA and the District are committed to preventing the use and/or presence of these substances in the work place. Although this Article refers specifically to alcohol and drugs, it is intended to apply to all forms of substance abuse, including the misuse of legally prescribed drugs or the use, possession, distribution, or sale of illegal drugs or un-prescribed controlled substances.

A. Purpose

To provide clear guidelines and consistent procedures for handling incidents of bargaining unit employees, use of alcohol, drugs or controlled substances which affect the District, job performance, or the students, and to make every effort to institute and maintain a drug-free work place. To ensure that bargaining unit employees conform to all state and federal regulations regarding alcohol, drugs, or controlled substances. To provide bargaining unit employees substance abuse prevention education. To prohibit the unlawful manufacture, distribution, dispensation, presence, or use of alcohol, drugs, or other controlled substances on or in the District is property or work sites.

B. Violation of District's Drug and Alcohol Policy

If a bargaining unit employee violates the District's Drug and Alcohol policy, appropriate disciplinary action will be taken. Such action cannot be avoided by a request at that time for treatment or rehabilitation.

Violation of the District's Drug and Alcohol policy will be grounds for termination and will result in a recommendation for termination, subject to applicable New Mexico law, due process requirements, and/or any other applicable laws or regulations. Limitation: Violations of the District's Drug and Alcohol policy include, without 1) testing positive in a confirmed test; 2) refusing to submit to testing; 3) failing to adhere to a rehabilitation program required by the District or medical provider; or 4) being convicted of any criminal offense involving the manufacture, distribution, sale, or possession of a controlled

substance, marijuana, or a dangerous drug. Upon violating the District's Drug and Alcohol policy, an employee will be removed from service and placed on administrative leave without pay until disciplinary action is taken and becomes effective.

All bargaining unit employees shall be afforded representation and shall be provided a Right to Representation Form if suspected of violating the District's Drug and Alcohol policy.

Bargaining unit employees will not be terminated for voluntarily seeking assistance for a substance abuse problem. However, as with any employee, performance, attendance, or behavioral problems may result in disciplinary actions up to and including termination. Any voluntary actions must occur before a conviction or selection for drug or alcohol testing.

1 Bargaining unit employees who self-identify under the District's Drug and Alcohol
2 policy must follow the steps in the District's Drug and Alcohol policy before being
3 returned to service or allowed to continue work.
4 Employees who self-identify under this policy must follow the steps below before being
5 returned to service or allowed to continue work.

- 6 • Employees will be suspended and will be required to execute a written agreement
7 which:
- 8 • Acknowledges that they violated this policy; and
- 9 • States that in exchange for the District not terminating them for violating this policy
10 they agree to undergo rehabilitation, counseling, or other activities prescribed by the
11 District or medical provider.
- 12 • Employees will not be returned to work or be allowed to continue working until they
13 have been evaluated by a physician, therapist, or counselor designated by the District
14 who certifies that, in his or her best judgment, the employee no longer uses drugs
15 and/or other prohibited substances and may safely return to duty.
- 16 • Employees must then undergo additional periodic testing without notice for a set
17 period as required by a physician, therapist, or counselor designated by the District or
18 by its designated medical provider.
- 19 • If, within one hundred twenty-five (125) days of testing positive or otherwise
20 violating this policy a physician, therapist, or counselor designated by the District
21 certifies that, in his or her best judgment, the employee is not recovering from a drug or
22 alcohol dependence, that the employee is currently using drugs and/or other prohibited
23 substances, that the employee's involvement with drugs and/or other prohibited
24 substances is an on-going problem, and that the employee may not safely return to duty,
25 the District may terminate the employee, in accordance with New Mexico law, due
26 process requirements, and/or any other applicable laws or regulations.

27 This policy does not require and should not result in any special regulations, privileges, or
28 exemptions from an employee's normal job performance requirements.

29 The District is not responsible for the costs of rehabilitation. The employee shall be
30 responsible for all such costs.

31 C. Testing Programs

32 The District will utilize drug testing to help administer this Article. The following types of
33 testing will be used:

- 34 1. Bargaining unit employees will be tested for cause based upon reasonable suspicion
35 of supervisor.
- 36 2. Bargaining unit employees will be tested following accidents.
- 37 3. Bargaining unit employees who complete a rehabilitation program shall be tested
38 periodically without notice for a set period as required by a physician, therapist, or
39 counselor designated by the District or by its designated medical provider.

D. Positive Test

A positive test for alcohol consumption is an alcohol conception of, or greater than 0.02%. The following examples constitute a verified positive controlled substance test result:

Substance Confirmator Test	Cut-off Levels n /ml)
Marijuana	15
Cocaine	150
Opiates: Morphine Codeine Phencyclidine	300 300 25
Amphetamines: Amphetamine Methamphetamine	500 500

The District is responsible for the cost of all testing, including any post-offer, post-accident testing, and reasonable suspicion testing.

If a bargaining unit employee's test is positive for substance use, he/she has the right to request, in writing to the District, that the specimen be reanalyzed by an accredited independent agency to verify the validity of the results be borne by the District.

Costs for the review will for all positive test results are given to the Medical Review Officer and are strictly confidential with access limited to authorized staff.

E. Post-Accident Screening

If a bargaining unit employee is involved in an accident the employee will be required to immediately report to a pre-determined screening facility, with a photo identification, and accompanied by a supervisor, for alcohol/drug screening. The supervisor shall provide the bargaining unit employee a Right to Representation Form. The supervisor will then take the employee home or arrange to have the employee taken home, and the employee will remain on paid administrative leave until the screening results are received by the District.

For Alcohol: The employee involved in the accident who is subject to testing shall make himself or herself available for testing for up to eight (8) hours and no alcohol shall be consumed by the driver for eight (8) hours or until an approved breath alcohol test is performed. No breath alcohol test shall be performed after eight (8) hours from the time of the accident

For Drugs: A urine collection for drug testing shall be conducted no later than thirty-two (32) hours from the time of the initial accident. Refusal by the employee to take the required test(s) or a positive test result shall be grounds for the full range of disciplinary actions, including termination.

F. Reasonable Suspicion Testing

Whenever there is reasonable cause or suspicion on the part of the supervisor that a bargaining unit employee may be under the influence of alcohol or drugs, the supervisor shall provide the bargaining unit employee a Right to Representation Form and the employee will be required to immediately report to a pre-determined screening facility, with a photo identification and accompanied by a supervisor, for alcohol/drug screening. The supervisor will then take the employee home or arrange to have the employee taken home, and the employee will remain on paid administrative leave until the screening results are received by the District.

1. Reasonable suspicion testing may be based upon, among other things:

- a) Observable phenomena, such as direct observation of drug/alcohol or possession and/or the physical use symptoms of being under the influence of a drug/alcohol, or a pattern of abnormal or erratic behavior.
- b) Abnormal conduct or erratic behavior may include the following, which are not all inclusive: Abnormally dilated or constricted pupils, change of speech (i.e., faster or slower), constant sniffing, redness under nose, needle marks, change in personality, forgetfulness, constant fatigue or hyperactivity, smell of alcohol, slurred speech, difficulty walking, slowed reaction rate and dulled mental processes.
- c) Information provided either by reliable and credible sources or independently corroborated or newly discovered evidence that the employee has tampered with a previous drug/alcohol test.

2. Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard.

G. Procedures for Drug and Alcohol Testing

If a bargaining unit employee is suspected of using, possessing, distributing, or selling illegal drugs, or if an employee is suspected of misusing prescription drugs or alcohol, the supervisor will gather all information, facts, and circumstances leading to and supporting the suspicion. The supervisor will promptly prepare a written report detailing the circumstances which formed the basis to warrant the testing. The supervisor shall provide the bargaining unit employee a Right to Representation Form. The report should include the appropriate dates and times of reported drug/alcohol related incidents, reliable/credible sources of information, rationale leading to the test, and the action taken. Refusal by an employee to take the required test(s) or a positive test result shall be grounds for the full range of disciplinary actions, including termination.

Conviction Notification Requirement

Any bargaining unit employee who is convicted of a drug- or alcohol-related violation while on duty, on school property, at a school sponsored function, including any vehicle owned by the school or being used to transport employees to or from a school sponsored event, shall, within six (6) working days of the date of such conviction, notify his/her immediate supervisor in writing of such conviction. The supervisor, upon receiving such written notification, shall provide the bargaining unit employee a Right to Representation Form and take one (1) of the following actions within thirty (30) calendar days:

1. Impose appropriate disciplinary action against the employee, up to and including termination of employment; and/or

2. Require the employee to participate in a drug or alcohol use assistance, counseling or rehabilitation program offered by a federal, state, local, health, law enforcement, or other appropriate agency.



Article 26. Hours of Work and Overtime

- A. Certified Employees will be assigned appropriate starting and dismissal times provided that their normal work day will be seven hours excluding the duty-free lunch period.
- B. If employees are required to use technology which uses an internet connection, and/ or computer equipment, time must be provided during the normal duty day. Employees must be provided proper equipment, clear guidelines, and training in the program. If employees must stay past the normal duty day to complete the work, that time will be logged and considered part of the 22 hours of professional duty.
- C. The nine (9) month work year will consist of 184 days.
 1. New employees will be required to attend one additional new employee orientation day.
 - 2 The work year will include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, and other days on which employee's attendance is required.
 3. The ten (10) month work year will consist of 202 days.
 4. Employees who are assigned work beyond the number of days in their personal contract will be compensated at their daily rate of pay.
 5. Winter Break will consist of two full continuous weeks and Spring Break will consist of one full continuous week for school site staff.
- D. Certified Professional employees are salaried employees as defined by FLSA, and may be required to work beyond the normal work day without additional compensation. Employees may be required to attend faculty meetings of not more than one (1) hour, not to exceed three hours in every twenty days. Except in cases of emergency there should be a minimum of 48-hour advance notice on required faculty meetings.
- E. Certified Employees may be required to attend other professional activities after the normal duty day not to exceed twenty-two (22) additional hours per year. Certified salaried employees may volunteer to attend an unlimited amount of professional activities. No additional (compensated) work shall be performed before the required documentation has been submitted and approved by the supervisor; this includes but is not limited to a Leave Request, a Personnel Action Form, and a time sheet. It is further recognized that Level III teachers are required to perform two to three assigned leadership professional activities per school year, as per their competency level.

- 1 F. Additionally, Level 1 Certified Employees in need of mentorship may be required to attend
2 additional professional activities after the normal duty day not to exceed an additional ten
3 (10) hours per year. Level II and III Certified Employees in need of mentorship as
4 documented through a Professional Growth Plan (based on observed/ documented need) may
5 be required to attend additional professional activities after the normal duty day to exceed
6 and additional five (5) hours per year for the current school year.
- 7 G. Employees will not be required to supervise students or conduct any other duty during the
8 duty-free lunch period.
- 9 H. PREP TIME:
- 10 1. The Elementary school teachers will be granted prep time before and/or after the
11 instructional school day for a minimum total of 60 minutes or a weekly total of 300
12 minutes.
- 13 2. Secondary school teachers will be granted a prep time of one (1) class period.
- 14 3. It is recognized that prep time is work time and paid time. Other duties may be
15 assigned during prep time without additional compensation not to exceed more than
16 three (3) times in any twenty (20) day period.
- 17 4. Assignment of other duties during prep time may be necessary due to absenteeism,
18 lack of substitutes, and other instructional needs. After the 3rd time, staff will be
19 compensated with an extra duty time-sheet
- 20 I. At elementary schools there will be one fifteen (15) minute recess period, unless PE is
21 provided.
- 22 1.CLASSROOM TEACHING PERIODS:
- 23 1. At the High School the site-based management leadership team will be requested to
24 make a recommendation on the number of instructional periods.
- 25 2. The mid-school normal work day for teachers will consist of not more than nine (9)
26 classroom periods.
- 27 3. Secondary teachers may be required to teach three (3) courses within their area(s) of
28 endorsement. Teachers may volunteer to teach additional courses within their
29 endorsement area(s). A teacher may be assigned to teach more than one level of the
30 same subject during a course, and it shall be counted as one course (example:
31 Ceramic I, II, & III will constitute one course).
- 32 J. Exceptions to the provisions of this Article may be made in cases of emergencies as
33 declared by the Superintendent. The Superintendent will notify Española NEA and the
34 affected employees as soon as practical.
- 35 a. Employees may be asked to volunteer for extracurricular activities (excluding athletic
36 coaching assignments). If sufficient employees do not volunteer, extracurricular
37 activities will be assigned. The stipends paid for extracurricular activities are identified
38 in Article 37 Compensation of this agreement.
- 39 b. Any compensation issues that may arise as a result of school closures due to medical
40 emergencies, natural disasters, or other similar events beyond the control of the school
41 district administration will be handled by the district in accordance with applicable
42 laws.
- 43 c. Holidays will be handled in accordance with the school calendar
- 44 d. Administrative assignments during Prep-time.

1. EA's who are assigned to cover classes without a teacher present shall be compensated at their regular rate of pay plus \$5.00 per hour at thirty-minute increments.
2. In order to reduce covering of classes, the District administration will make efforts to schedule events and other activities outside of the instructional day to reduce the need for released class time
3. The principal/designee shall have the responsibility of making arrangements for the covering of classes.
4. The parties acknowledge that as a result of absences and the lack of qualified substitutes, emergencies are created that will require classes to be covered by on duty licensed staff.
5. The parties acknowledge that the District cannot pay for the same time more than once

K. E.S.P. WORK WEEK

- The normal work week for E.S.P. employees shall consist of four or five work days. Employees required to work through their scheduled lunch will be compensated for such time at their regular hourly rate of pay and will eat their lunch and/or dinner during this time.
1. Employee participation in extra duty activities (duties outside their job classification) will be strictly voluntary. Employees will be compensated for all such participation in accordance with this Agreement.
 2. E.S.P. Employees will be paid for any time worked on a holiday at their regular rate of pay and such time is considered time worked for the purposes of computing overtime.
 3. The specific work schedules of E.S.P. employees will be set by management to meet the needs of the District in the delivery of services to the students.
 4. Overtime must be assigned and pre-approved by the immediate supervisor. Overtime assignments within the E.S.P. employees job classification is a condition of employment and will be worked as assigned and compensated in accordance with the Fair Labor Standards Act.
 5. E.S.P. Employees who are interested in working overtime assignments that will be compensated according to the Fair Labor Standards Act will sign up for such assignment when posted. The assignment will be given to the senior employee who signed up for the assignment within the classification posted. The assignment will be rotated. If no one signs up for the assignment the least senior employee will be assigned to the overtime assignment. If a work schedule will be changed in order to accommodate extra-curricular activities or other events held at the work site, the employee will be provided one-week advance notice.
 6. High School Secretaries whose work year is designed to complement the work year of their immediate supervisors may develop a work schedule of non-work days off for times that students are not present at the work site provided that there be no increase or decrease in the total number of days worked by the employee. This may only be done by written mutual consent of the supervisor and the employee and the approval of the Superintendent.
 7. In the event a Custodian is absent, and a substitute is not available, not more than two Custodians who work the absent Custodians' day will receive an additional \$30 for that day. The additional work is to be performed during regular working hours. Custodians

shall be told priority areas to clean which will include part of their area and part of the area of the absent employee. A separate time sheet will include the name of the absent custodian and the names of the custodians who performed the additional work. This will be submitted and processed monthly. All over time worked will be approved by the site supervisor prior to working overtime and will be paid according to the FLSA and District Policy. Employees shall not be required to work off the clock. The Principal or Designee is Responsible for calling substitutes.

Article 27. Time Clock

FOR CERTIFIED EMPLOYEES

- A. As a fundamental recognition of the professionalism and expertise of certified (salaried) employees who normally work at one site, those certified employees shall perform their duties without electronic monitoring of arriving and/or departing. Certified staff will swipe their identification card on the time clock to document attendance when they first arrive: this is not to document arrival or departure times. Employees will receive two warnings prior to any disciplinary measures being imposed. The first disciplinary action shall not be more severe than a letter of concern. The District may require employees who leave their worksite during the normal workday to check in and out (not including lunch).
- B. Certified salaried, employees who normally work at more than one site may be required to use electronic monitoring of arriving and/or departing.

FOR E.S.P. EMPLOYEES

- C. Educational Support Personnel shall utilize the time clock for recording time worked.

FOR ALL EMPLOYEES: Card Replacement

- D. Employees will pay \$25.00 for the first replacement of a lost identification card. Employees will pay \$50.00 for the subsequent replacement of lost identification cards.

Article 28. Leave Provisions

A. PROFESSIONAL LEAVE:

Professional leave is defined as leave that the District decides will benefit the School District and the employee. Such leave is for the purpose of attendance at a conference, workshop, professional meeting, in-service training, or school event. Professional leave is with pay and is subject to the recommendation of the supervisor and approval of the assistant superintendent for instruction. Any denial of the professional leave request should be communicated to the employee at least 48 hours prior to the event, by email except in extenuating circumstances. The employee may be required to share the information obtained at conference or workshops with District employees who did not attend. This information would be provided in the form of a workshop at the District.

B. RELIGIOUS LEAVE:

Employees may be granted accrued personal leave or leave without-pay for the observance of religious holidays.

C. ASSAULT AND/OR BATTERY LEAVE:

- 1. An employee injured by an assault and/or battery while acting in the scope of the employee's duties will be placed on administrative leave with pay while an

- investigation is conducted. If the investigation concludes prior to the employee being able to return to work and the employee chooses to use his/her accrued paid leave, such leave may be reimbursed if the employee qualifies for the reimbursement under the Worker Compensation Act of New Mexico. An employee is not eligible for paid leave while receiving worker's compensation benefits.
2. An employee battered shall report the incident to his/her supervisor immediately. The employee shall complete all necessary reports and/or forms.
 3. Employees injured by a physical assault and/or battery while acting in the scope of the employee's duties shall apply for Workers' Compensation.
- D. COURT LEAVE:
1. Leave with pay may be granted to an employee for jury duty or subpoena regarding a job-related issue to testify on behalf of the District.
 2. The employee will cooperate in ensuring the Court turns over the jury duty fees to the District.
 3. Leave may be requested by an employee to appear in court or an administrative procedure to assert or protect his or her own interests. If granted, the employee shall use personal leave or leave without-pay for such purposes.
- E. MILITARY LEAVE:
- Military leave shall be administered in accordance with Federal and State Law.
- F. LEAVE TO VOTE:
- Leave to vote will be handled in accordance with State Law.
- G. INCIDENTAL LEAVE:
- Employees may request incidental leave for one (1) hour or less when such request would not necessitate the hiring of a substitute to include but not limited to: picking up sick children, brief doctor visits, vehicle or family emergencies, etc. Such requests should be reasonable and necessary and should be for unique situations and rare occurrences. This leave is subject to the approval of the supervisor.
- H. OTHER EXTENDED LEAVE WITHOUT PAY
- Employees must be employed a minimum of 3 years to be eligible for this option. Extended leave is defined as leave of 1 month or more, not already covered by this agreement. Approval is subject to the superintendent.

Article 29. Leave with Pay

A. SICK LEAVE/PERSONAL LEAVE-ACCRUAL

1. Sick Leave will be accrued at the rate of one (1.25) day for every twenty (20) days worked. In addition, bargaining unit employees shall accrue two days of personal leave at the beginning of the school year. No explanation shall be required for personal leave requests.
2. Sick leave can only be taken as accrued.
3. Employees are allowed to donate up to 20 days of sick leave to the sick leave bank, for any leave not paid out if retiring or resigning. The district form will be posted on the website.

B. SUSPECTED LEAVE ABUSE AND MEDICAL VERIFICATION

1. Employees may be required to provide the immediate supervisor or the Office of Human Resources, through the supervisor, with written notification of the employee's illness (or that of the immediate family member) from a physician in the following instances:
 - a. Absences in sick leave for more than three (3) consecutive days; and
 - b. A pattern of sick leave usage which demonstrates to the immediate supervisor that there is a possible abuse of sick leave including but not limited to absences Mondays or Fridays; or excessive number of absences in one month or absences before or after holidays.
2. Prior to requesting an employee provide verification from a health provider in suspected cases if abuse of sick leave the supervisor shall meet with the employee and an association representative of the employee's option. At this meeting the employer shall notify the employee that their usage of sick leave indicates possible abuse and that written verification of illness from a healthcare provider will be required. Verification requirements shall stipulate that the employee was not able to work on the day(s) in question due to a medical reason. Such verification requirement shall not interfere with employees' rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules.
3. Failure by the employee to produce upon return, the required verification after the meeting denoted in paragraph 2 above, will lead to loss of compensation for the unverified day(s) and may lead to other discipline up to and possibly including termination or discharge. This verification requirement shall be in place for the next ninety (90) work days of the employee following the meeting denoted in paragraph 2 above.

- C. **SICK LEAVE INCENTIVE:** At the close of each fiscal year each employee's accumulation of unused sick leave shall be calculated. An employee who has used three (3) days or less of sick leave during the fiscal year and who accumulated sick leave days equal to at least forty (40) days but less than eighty (80) days shall be paid two hundred fifty dollars (\$250.00) and an employee whose accumulated days equal at least eighty (80) days shall be paid five hundred dollars (\$500.00) This payment is subject to the availability of funds as budgeted by the School Board provided no additional budget cuts are required by the State during the fiscal year.
- E. **PERSONAL LEAVE:** Personal leave will not be approved during the first two weeks or the last two weeks of school and the day before and the day after a holiday or scheduled school break except in extenuating circumstances as determined and approved by the Superintendent. Staffing needs and what is in the best interest of students will be evaluated in considering approval of personal leave. Each staff member will be granted personal leave not to exceed two (2) days per year. No more than ten percent (10%) of the staff per school site may be granted personal leave at any one (1) time. Requests for personal leave must be received at least four (4) working days prior to the first day of leave, and are subject to the approval of the principal. In the case of a documented emergency, principals are authorized to grant personal leave to employee's subject to provisions above. Where the employee has exhausted other leave the principal has discretion to approve such emergency leave which shall be deducted from the accrued sick leave.
- F. Substitutes required for the purpose of paid leave shall be arranged for by the District.
- G. **PROFESSIONAL / SUPPORT STAFF VOLUNTARY TRANSFER OF ACCRUED SICK LEAVE: SICK LEAVE BANK**

PURPOSE:

The purpose of the Sick Leave Bank (SLB) is to provide participating employees paid leave in the event of a catastrophic illness or accident that requires hospitalization and/or home confinement beyond accumulated sick, personal and/or vacation leave. **DEFINITIONS:**

1. Sick Leave Bank—a pool of sick leave days contributed voluntarily by employees who wish to participate in the SLB. Participating employees may apply to the SLB for paid leave days in accordance with the policy guidelines.
2. Catastrophic Illness—major surgeries, life-threatening illness/disease (i.e., cancer, heart attack, stroke)
3. Serious Accident—an accident requiring extensive hospitalization and/or home confinement.

ELIGIBILITY:

1. All employees of the Española Public Schools are eligible.
2. A participating employee who has applied for SLB days must have experienced a catastrophic illness or accident and be hospitalized and/or confined at home.
3. All accrued sick, personal, and vacation leave must be used before a participating employee is eligible to receive days from the SLB.
4. The participating employee cannot receive SLB days while receiving Workmen's Compensation and/or employer-matched disability.
5. Participating employees will donate one (1) day of accrued sick leave upon enrollment into the SLB. The first thirty (30) days of a new school year is designated as an open enrollment period. If an employee is hired after the first thirty (30) days of the school year, and wishes to join the SLB they must enroll within the first thirty (30) days of employment and the first day of accumulated sick leave must be donated.
6. In the event that the SLB falls below fifty (50) days, all participating employees of the SLB will donate one (1) day to the SLB to maintain eligibility.
7. If, when the SLB committee calls for another donation due to bank days less than fifty (50), and a participating employee has no sick day to contribute, then, the next accrued sick day will be donated.
8. Part time employees are eligible for SLB compensation on a pro-rated status based on their FTE's.
9. Any employee hired as a substitute employee is not eligible for participation in the SLB.
10. Participation in the SLB will be ongoing unless participating employee states, in writing, that they wish to withdraw from the SLB.
11. Should a participating employee elect to withdraw from the SLB, all donated days will remain in the SLB.
12. Upon separation of service from the Española Public Schools, all donated days will remain as part of the SLB.

EXCLUSIONS:

1. Routine pregnancy with no prenatal or postnatal complications.
2. Chronic or congenital conditions which lead to an employee's inability to fulfill their contractual obligations on a continuous basis.
3. Leave of absence.

ADMINISTRATION:

1. The Sick Leave Bank Committee shall administer the SLB. This committee will consist of five (5) members. The Board of Education will appoint two (2) support staff employees and two (2) teachers for a term of two (2) years. One (1) teacher will be from an elementary school and the other teacher will be from a secondary school (Mid-High or High School). The head nurse is a permanent member. Members of the SLB Committee will be selected from the list of participating employees.
2. Upon receiving a complete application packet from a participating employee, the SLB Committee will have ten (10) working days in which to review and respond in writing to the request.
3. A minimum of three (3) members of the SLB Committee will review each claim and vote on a recommendation (approval/denial). The majority rules.
4. Recommendations are sent to the Superintendent of Schools for approval/denial.
5. All decisions are final; there is no appeal process.
6. All members of the SLB Committee must sign a statement of confidentiality. Breaches of confidentiality will result in immediate dismissal from the SLB Committee and further administrative action may result.
7. The SLB Committee shall base its recommendation on the following information:
 - a. All eligible leave must be used prior to the application for SLB days.
 - b. The application letter must be submitted to the chairperson of the SLB Committee.
 - c. A physician's statement verifying severe or life-threatening medical condition must accompany the application.
 - d. No other criteria will be considered in the SLB Committee's decision-making process. Should the SLB be dissolved, the days remaining in the bank shall be distributed equally among those currently participating in the SLB.

APPLICATION:

1. An employee must submit an official Initial Sick Leave Bank Request and an official Sick Leave Bank Physician's Statement. All costs for medical services related to the employee's request for SLB days shall be assumed by the employee. Incomplete applications will not be considered for review. The initial SLB days shall not exceed ten (10) work days. Upon completion of the initial days, a participating employee may request an additional increment of ten (10) days. This request is submitted on the official Additional Sick Leave Bank Request. An updated Sick Leave Bank Physician's Statement must accompany the Additional Sick Leave Bank Request. All medical costs related to the employee's request for additional SLB days shall be assumed by the employee. The official forms can be obtained from the District's Human Resource Office. A participating employee will be limited to a maximum of twenty (20) SLB days per school year. Extension of SLB days will be considered in very special cases. SLB days granted to a participating employee and not utilized by the last day of the contract year will be returned to the SLB. Committee members will report to the Superintendent any person who attempts to intervene on behalf of any applicant. Intervention on behalf of an applicant could result in the elimination of the applicant from the review process. The SLB Committee will review all applications for SLB days and render its decision in writing within ten (10) working days.

2. The Superintendent's decision is final. There is no appeal process. All decisions are confidential.

H. Sick Leave Payment for Retiring Employees

1. Employees who notify the Superintendent by March 1 of the contract year or if leaving mid-year or any other date than the end of the year shall give 3 months' notice in which they intend to take New Mexico Retirement may receive payment during the retirement year for accumulated sick leave in an amount and on a schedule as determined by the Board.

2. Subject to the above conditions, retiring Española Public Schools (EPS) employees may receive monetary payment for unused sick leave on the following scales not to exceed one hundred (100) days:

<u>Category</u>	<u>Rate of Compensation</u>	<u>Maximum</u>
Certified	\$50.00 per day	\$5,000.00
E.S.P.	\$40.00 per day	\$4,000.00

This payment will be separate from the employee's final payment with the School District.

3. Any employee who can be shown to have willfully violated or misused the District's sick leave policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal.

I. BEREAVEMENT LEAVE: An employee may be granted, upon request to the Superintendent, up to five (5) days of leave per year to be used in the event of death in the employee's family (Parents or Guardian, Spouse, Children, Siblings, Grandparents and Grandchildren, like relationships created by current marriage). In making his/her decision, the Superintendent shall take into account any non-work days prior to or following the death and any extenuating circumstances. Religious and cultural obligations will be approved with appropriate documentation.

Extensions of bereavement leave may be granted upon personal request to the Superintendent. If approved, all such extensions of bereavement leave shall be deducted from the employee's earned leave or leave without pay based on the employee's request.

In addition, the Superintendent may approve Bereavement Leave upon receipt of a written request of two (2) days upon the death of an aunt, uncle, nephew, or niece of the employee related through consanguinity (blood related) or affinity (by current marriage).

Bereavement leave is not cumulative or subject to compensation upon resignation or termination. Bereavement leave does not apply to employees who apply for summer enrichment programs due to the fact that they ARE not working within the approved regular school working calendar.

In the absence of any earned leave and upon request, the superintendent may approve an unpaid leave of absence for each day of extended bereavement leave used.

Article 30. Leave without Pay

- A. All leave without pay requests are subject to the recommendations of the supervisor and the approval of the Superintendent. Such requests shall be considered based on what is in the best interest of the students. Employees accrue no pay or leave while on leave without pay.
- B. An employee returning from leave-without-pay status will be returned to the same position/job title or an equivalent position provided that the employee gives notice as required by the District and the employee is cleared to return to work. Placement of employees upon return shall be determined by the best interests of the students and will not be capricious, arbitrary, and retaliatory.
- C. Upon return from leave-without-pay status, during the same school year, the employee will be placed at the same salary that he/she held before the leave. Employees working the majority of the contract year will advance on the salary schedule as if they had not been absent.
- D. Upon return from any authorized leave without pay, an employee will be credited with the same accrued leave that the employee had at the time the leave commenced, provided the employee did not use any of the accrued leave.
- E. Leave-without-pay shall be granted as required by the Family Medical Leave Act (FMLA), (<http://www.dol.gov/esa/whd/fmla/>) provided that the District may require an employee to exhaust his/her accrued paid leave before commencing leave-without-pay. An employee shall not accrue paid leave while on leave without pay.
- F. A leave of absence-without-pay for up to one year may be granted to any employee who accepts a Fulbright Scholarship or who is pursuing planned professional growth opportunities relating to the employee's job. Information on the FMLA program shall be available at the school site with instructions on how to apply to the district. The FMLA information sheet will be prepared by the district and mutually approved by the district and the E-NEA.
- G. Leave without pay shall not be granted to accept other employment.
- H. Employees shall notify the District of their intent to return or resign from an approved leave of absence no later than the date set forth in the leave approval documents. The normal date of notification for an employee returning at the beginning of the school year will be March 15, unless there is a mutual agreement for a later notification date, at the time such leave is approved. With regard to approved leaves where the employee's return date cannot be predetermined by March 15th or later notification has not been agreed to, the employee shall provide a least thirty (30) days prior request to return to work.
- I. While on approved leave of absence with pay, an employee will have the option to continue participation in any district administered programs which require an employee or employer's contribution. In exercising this option, the employee assumes one hundred percent (100%) of the contribution. This provision is subject to the requirements of the benefit providers.
- J. District shall document an attempt to call employee after two (2) days of absence without notification. An employee who is absent from work without authorization for five (5) consecutive scheduled workdays shall have provided just cause for termination of employment.

Article 31. Professional Development and Training

- A. The District administration and the Española-NEA acknowledge the need for bargaining unit employees to continue to participate in professional development and job-related training.

1 The parties recognize that a fundamental goal of professional development for employees is
2 training that is relevant and meaningful.

- 3 B. District-wide professional development will be collaboratively developed with input by
4 leadership and goal teams at each school site; consistent with, the direction provided by the
5 administration and school board. The Professional Development program must meet the
6 goals as identified by the District EPSS plan.
- 7 C. Certified employees may be required to attend other professional activities after the normal
8 duty day not to exceed twenty-two (22) additional hours per year. Certified salaried
9 employees may volunteer to attend an unlimited amount of professional activities throughout
10 the year. If attendance is required notice of ten (10) working days will be provided.
- 11
- 12 Additionally, Level 1 Certified Employees in need of mentorship may be required to attend
13 additional professional activities after the normal duty day not to exceed an additional ten
14 (10) hours per year. Level II and III Certified Employees in need of mentorship as
15 documented through a Professional Growth Plan (based on observed/ documented need) may
16 be required to attend additional professional activities after the normal duty day to exceed
17 and additional five (5) hours per year for the current school year.
- 18 D. E.S.P. employees may be required to attend other activities after the normal duty day. If
19 attendance is required notice of ten (10) working days will be provided.
- 20 E. Employees will be provided an equitable opportunity to request and participate in
21 Professional Development tuition, courses, workshops, seminars, conferences, in-service
22 trainings or other such programs based on the needs of the District and availability of funds
23

24 Article 32. Employee Observations and Evaluation and Re-employment

25 A. GENERAL EVALUATIONS

26 Certified Performance Evaluations shall be performed in accordance with State of New
27 Mexico requirements. Criteria and process of teacher performance evaluation shall be
28 reviewed annually by a committee of not more than 4 E-NEA members appointed to an
29 evaluation review committee. Any changes shall be bargained in good faith and a MOU
30 shall be created and signed by both parties. All standards and procedures utilized shall be in
31 compliance with state and federal laws and regulations. The performance of all employees
32 shall be evaluated in writing.

- 33 2. OPEN OBSERVATIONS: All monitoring or observation of the work performance of
34 an employee will be conducted openly and with full knowledge of the employee.
- 35 3. OBSERVATION CONFERENCES: If a written report is prepared of any class visit
36 or observation a copy will be provided to the employee. Employees at their option
37 will be entitled to a conference to discuss said report. No observation report will be
38 submitted to the central office, placed in the employee's file or otherwise acted upon
39 without prior conference and the employee given an opportunity to sign the report.
- 40 4. PROFESSIONAL DEVELOPMENT PLANS: All certified employees are required to
41 submit a professional development plan (PDP) every year.
- 42 a. The PED regulation requires that the teacher and administrator create the plan
43 collaboratively no later than forty (40) days after the first day of each school year
44 or forty (40) days after hire date.

- b. The plan must have measurable objectives and be based on the nine teacher competencies and indicators for the teacher's licensure level, the previous year's annual evaluation and assurance that the teacher is highly qualified in the core academic subjects that the teacher teaches.
 - c. The PDP should include measures for determining progress, an action plan including key actions, person(s) responsible for the action, resources, timelines and desired results.
 - d. Upon signing the PDP, it is the certified employee's responsibility to meet the goals agreed upon, and it is the evaluator's responsibility to provide the support and agreed upon assistance to meet these goals.
5. NOTICE OF PROCEDURES: Employees will be provided copies of all forms and information concerning PDP's (if applicable), observation, and evaluation procedures at the beginning of each year: or upon hire.
 6. Employees will be provided all forms concerning PDP, Observations and/or Evaluations either by hard or electronic copy.
 7. No employee will be required to sign a blank or incomplete form.
 8. All observation and evaluation addressed in this Article on which employee signatures are required will include the following language immediately adjacent to the location of the employee signature: "Signature indicates receipt by the employee of this document. It does not indicate agreement or disagreement with the document."
 9. Employees shall be evaluated on the professional standards of their certification.
 10. Employees will be allowed to use their 2 personal days with being subject to NM Teach reporting defined by the teacher evaluation system. These days may be used in lieu of sick days. These days cannot be used without prior approval before or after a scheduled holiday or vacation. No more than 10% of the staff per school site may be granted personal leave at any one time.
- B. At least one (1) evaluation shall be conducted by the employee's building Principal or Head Teacher. Only District employees who are "certified observers" shall conduct observations for the purpose of evaluation in accordance with the NMPED Evaluation training. Except for bargaining unit members who are Head Teachers, or who have an Administrative license and have Administrative duties, no member of the bargaining unit will be assigned to conduct a formal observation, or to participate in writing formal documents as part of the evaluation process.
- C. A committee of five (5) educators from the BU, representing Elementary, Middle, and High School Levels shall meet with the EPS Superintendent and designees to modify Lesson Plan protocols and templates to be sustainable and meaningfully aligned to the current New Mexico Teacher Observation Rubric. These changes will be completed prior to August 1, and implemented in SY2022-2023.
- Either party may request to meet before the end of the school year to assess its utility and offer amendments that must be mutually agreed to. Changes, if any will be completed by August 1, 2023.

Article 33. Employee Discipline

A. GENERAL:

1. Disciplinary actions will be based on just cause. When an employee is to be discharged or terminated, such discharge or termination will be handled in accordance with applicable New Mexico law.
2. The primary purpose of discipline is to correct performance or behavior that is below acceptable standards or contrary to the employer's legitimate interests, in a constructive manner that promotes employee responsibility.
3. Progressive discipline shall be used whenever appropriate. There are instances when a disciplinary action, including dismissal, is appropriate without first having imposed a less severe form of discipline.
4. An administrator may place an employee on immediate administrative leave with pay to ensure the physical and emotional safety of students and co-workers and/or employee pending and during an investigation.
5. Prior to implementing any disciplinary action, an employee will be provided written notice of a predetermination meeting that shall include the charges against the employee. The purpose of the predetermination meeting is to provide the employee an opportunity to respond to the charges and is not an evidentiary hearing.
6. Any suspension of an employee pending final District action shall be Administrative Leave with Pay and shall be documented on a form that will identify the employee's right to have Española-NEA representation.

B. REPRESENTATION:

1. Whenever an employee is required to appear before an administrator or supervisor (pre-determination hearing) to respond to charges which may result in discipline, employees are entitled, at their request, to have a representative of the Española-NEA present and represent him or her.
2. During any meeting initiated for a purpose other than discipline, during which an employee is asked to respond to charges which may lead to discipline, the employee has the right to postpone the meeting until such reasonable time as they are able to have a representative of the Española-NEA present and represent him/her during such discussion. The employee shall select an Association Representative from his/her building if available or next closest building if one is not available.
3. Normally meetings described in 1 and 2 above shall be scheduled during non-instructional time. In the event the District schedules a meeting during instructional time and an Española-NEA representative's presence is requested by the employee, the representative shall be released from duty.

C. CONFIDENTIALITY OF CRITICISM: Any criticism by an administrator or supervisor of an employee and/or the employee's performance or any criticism of an administrator or supervisor by an employee will be made in private and not in the presence of students, parents, co-workers or members of the public. Each party shall have the right to a witness present. This language does not include grievances.

Article 34. Grievance Procedure

A. DEFINITIONS:

1. A “grievance” is a claim by Española NEA or by one or more employee’s that there has been a violation, misinterpretation, or misapplication of any provision of this agreement, or District policy, regulation or practice.
2. An “aggrieved employee” is a bargaining unit employee or employees making the claim.
3. A “party in interest” is:
 - a. The employee or employees making the claim
 - b. Any district personnel who might be required to take action or against whom action might be taken in order to resolve the claim.
 - c. Any district personnel directly impacted by the resolution of a particular grievance.
4. For the purposes of the time limits within the Grievance Procedure, “days” shall mean days in which the district administrative offices are open. “Days” shall not include school closures due to emergencies.

B. PURPOSE:

1. The intent of the parties regarding this procedure is to secure, at the lowest possible administrative level, equitable solutions to the disputes/grievances which may from time to time arise involving the matters dealt with in this agreement, or District policy, regulation or practice. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. This provision shall not apply to documents related to a grievance over a disciplinary action unless such documents are removed from an employee’s personnel file as a relief given in the disposition of a grievance.

C. PROCEDURE:

The time limits specified at each level should be considered as a maximum and efforts should be made to expedite the process. An untimely grievance shall be null and void. Failure by either party to submit Grievance documents to the other party within the time period required by this Article constitutes resolution of the Grievance in favor of the party complying with the time requirements provided within the procedure (subsection C). The time limits specified may, however, be extended by mutual written agreement.

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual written agreement of the parties so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

1. LEVEL ONE. IMMEDIATE SUPERVISOR:

- a. Within ten (10) days that the employee knew or should have known of the occurrence of the event upon which the grievance is based, the employee will discuss the grievance with his/her immediate supervisor with the objective of resolving the matter.
- b. If the employee and the supervisor do not reach a mutually agreeable understanding to resolve the grievance, the grievant may submit their grievance in writing to the supervisor for additional consideration within five (5) days of the discussion.

- 1 c. The supervisor will provide a written response to the grievance within ten (10) days
2 of receipt of the written grievance. If the employee desires to pursue the issue, the
3 employee shall file a written grievance with the Superintendent within five (5) days
4 of the Level One decision by the Immediate Supervisor.
- 5
- 6 2. LEVEL TWO. APPEAL TO THE SUPERINTENDENT OR DESIGNEE:
- 7 a. The written grievance shall be filed with the Superintendent within five (5) days of
8 the Level One decision by the Immediate Supervisor.
- 9 b. At the Superintendent's discretion they may appoint an Executive
10 Director/Director/Deputy Superintendent to resolve the grievance.
- 11 c. Upon the filing of the grievance the parties will schedule a mutually agreed upon
12 meeting to attempt to resolve the issue, within a ten-day time frame. If the District
13 believes that the initial grievance is not timely the grievant shall be notified within the
14 time period identified for Level Two. If the employee is not represented by the
15 Española-NEA, the District will notify the Española-NEA that a bargaining unit
16 grievance has been filed and the date and location set for attempting to resolve the
17 issue shall be identified.
- 18 d. If the grievance is not resolved, for whatever reason, within ten (10) days of filing at
19 this level the employee may submit the grievance to Arbitration for resolution.
- 20
- 21 3. LEVEL THREE. ARBITRATION:
- 22 The grievance is submitted to arbitration by providing the Superintendent and/or
23 designee with a written notice of submittal to arbitration within fifteen (15) days of
24 the filing at Level Two with the Superintendent.
- 25 a. Within ten (10) days of filing for Arbitration the grievant shall submit a written
26 request to the Federal Mediation and Conciliation Service (FMCS) for an
27 unrestricted list of seven (7) arbitrators. This cost shall be shared equally by the
28 parties.
- 29 b. Within ten (10) days of receipt of the list of arbitrators the parties will meet to
30 select an arbitrator. The parties will alternate striking names until only one name
31 remains. The grieving party shall strike the first name.
- 32 c. The remaining individual shall serve as the arbitrator.
- 33 d. The arbitrator so selected will hear the grievance and issue a decision as soon as
34 possible. The arbitrator's decision shall be in writing and set forth the findings of
35 fact, the reasoning for the findings, and a conclusion on the grievance heard. The
36 arbitrator will be without power or authority to make any decision which requires
37 the commission of an act prohibited by law or which is in violation of the
38 Collective Bargaining Agreement. The arbitrator's award is subject to judicial
39 review pursuant to the standards set forth in the Uniform Arbitration Act. The
40 decision of the arbitrator shall be submitted to the Superintendent and the
41 Española-NEA and will be final and binding on the parties.
- 42 e. The cost for the services of the arbitrator, his/her travel, lodging, and cost of the
43 hearing room, will be borne equally by the parties. All other costs will be borne
44 by the party incurring the cost.

- f. The arbitrator's decision constitutes a final and binding determination pursuant to the Uniform Arbitration Act [44-7A-1 to 44- 7A-32 NMSA 1978]. Such award is subject to judicial review pursuant to the standards set forth in the Uniform Arbitration Act.

D. PARTICIPANTS IN THE PROCESS

1. No reprisals of any kind will be taken by the parties against any party participating in this process by reason of such participation.
2. The grievant and the individual against whom the grievance is filed may be represented. The grievant may be represented by the Española-NEA or the grievant may choose to represent him/her. The individual against whom the grievance is filed may also be represented.
3. If the employee elects not to be represented by Española-NEA, the Union may be present at the different levels and may state its views on the issue.

E. GENERAL PROVISIONS

1. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may initiate and submit such grievance in writing with the Superintendent directly. Such grievance shall be filed within twenty (20) days after the occurrence of the event upon which the grievance is based.
2. If a grievance arises from the action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall, within twenty (20) days after the occurrence of the event upon which the grievance is based, submit such grievance in writing directly to the Superintendent.
3. The grievance document shall include:
 - a. The name, address, and phone number of the grievant and representative;
 - b. The name and worksite of the employee against whose actions the grievance is directed;
 - c. The Article, section, and specific language alleged to have been violated, if applicable;
 - d. A description of the relief requested, for example "to be made whole" is not a sufficient description;
 - e. The date of delivery of the grievance; and
 - f. The signature and signing date of the grievant(s) and the representative.
4. It is understood that the grievant and the Española-NEA's processing of grievances shall be conducted during non-duty time.
5. This is the only grievance procedure available to bargaining unit employees.

Article 35. Personnel File

- A. The District shall maintain an official personnel file for each employee. The file will be maintained in the District's Central Office. If applicable to the position employees are required to provide the District Central Office with current and complete official transcripts of earned college credits.
- B. An employee shall be permitted to review material contained in his/her official Personnel file. This shall not include pre-employment records. An employee wishing to access his/her official personnel file shall do so by appointment. Such review shall occur during non-duty time at a time that the District's Central Office is open for business. A designated District

employee from the Central Office shall be present during the file review. The employee reviewing his personnel file shall sign and date the review log maintained in the personnel file.

- C. The District will honor requests for a copy of accessible documents in the employee's official Personnel file, up to a maximum of ten (10) pages. Additional copies will be provided based on the district fee.
- D. Except for routine file maintenance material, the District shall provide an employee with a copy of any document prior to the placement of the document in the official file. The employee shall sign the document and the employee's signature shall signify that the employee has received and read the document. The employee may submit a written response to any document that is placed in the employee's official personnel file. Such response must be submitted within ten (10) working days of the receipt of the document that generated the response.
- E. An employee may be accompanied by an Española-NEA representative while reviewing the official file. The employee may also assign the sole responsibility for reviewing the file to an Española-NEA representative provided the employee gives written authorization.

Article 36. Compensation

The compensation of all employees is set forth in Appendix D which is attached hereto and made a part hereof this Article. Effective July 1, 2022, bargaining unit employees will receive an increase to the base rate of pay as follows:

1. Certified Staff

- a. Level 1 teachers: \$50,000, w/ \$100 per row, \$200 per column
- b. Level 2 teachers: \$60,000, w/ \$100 per row, \$200 per column
- c. Level 3 teachers: \$71,000, w/ \$100 per row, \$200 per column

2. Classified staff will receive an increase to a base, minimum hourly wage of \$15.00/hr. or 7.1%, whichever is greater.

3. Teachers, Counselors and Certified Librarians will be placed on the Teacher Salary Guides at the appropriate level and step, based on their education and years of experience.

4. The Salary Guides as agreed to in bargaining will be appended to the Collective Bargaining Agreement.

5. All employees will be paid based on their personal contract as per the published salary guides.

- a. Extra compensation for Certified employees for work performed in a given month must be submitted with all approved documents by the 5th of the following month and said employee will receive the extra compensation on the 2nd pay period following the fifth day of the month. It is recognized that such compensation at the end of the fiscal year must be submitted at least five (5) days prior to the end of the fiscal year.
- b. Bargaining unit employees; who accept extra duty assignments beyond their regular assignments, shall submit their extra duty time sheets to their immediate supervisor within the pay period that the extra duty assignment was worked. Such employees shall receive their extra duty assignment compensation on the second pay period of the next month.
- c. E.S.P. employees engaged in extra duties beyond their regular assignment that are compensated in the form of stipends shall be paid in accordance with the stipend schedules provided in this Agreement.

- d. It is recognized by the parties that the utilization of additional funds received from the state funding formula may be categorical or discretionary funds and are subject to discretion of the school board.
- e. Counselors' pay scale shall be equivalent to the Teacher pay scale. Counselors will be placed on a 184-day contract with 10 additional days, paid at the daily rate for a total of 194 work days/per year. Counselor job description will be aligned with state mandates.
- f. Current EVHS Administrative support staff will remain on a 12-month schedule and placed under Administrative assistance 1. Job duties will be assigned per the school's needs as assigned by the building principal. Administration will attempt to identify an administrative support assistant as lead attendance staff for the major percentage of this work to assure the highest accountability, responsiveness and efficiency to students, staff and parents.

Article 37. Stipends and Increments

A. Stipends and Increments will only be approved for duties performed above and beyond contractual obligations. Level III licensure level and additional assigned duties as required per level III licensure will be considered prior to approving additional stipends. Assigned additional duties per level III licensure are not eligible for additional stipend. Detailed job descriptions, outlined time commitments, and required documentation of services must be included in the Personal Action Form (PAF) job description. PAFs must be pre-approved. Site approved Timesheets and/or Requests for Payments must be furnished with required documentation and work log of services prior to payment approval. All requests for payment must be made prior to June 1. Teachers will be instructed not to work after school on stipend work until a PAF is approved and returned to them. This information will be clearly communicated to all employees who volunteer and are eligible for a stipend. No employee can be required to work on these assignment(s) after school without being compensated.

B. **NWEA-Map Testing Coordinator:** Staff will be assigned as a NWEA-MAP coordinator at CVFMS duties consist of creating a testing schedule for all students (Language Arts teachers test LA students, Mathematics teachers test Math students, etc.). They are responsible for uploading the data to NWEA. Unlike a school sponsor, this position does not require activities beyond the work day.

C. STIPENDS/INCREMENTS (PAF must be executed prior to activity)

<i>SPECIFIC POSITIONS</i>	<i>EVHS</i>	<i>CFVMS</i>
<i>Must submit documentation/logs to receive payment.</i>		
EVHS Department Heads (ELA/Math/Science/Social Studies/CTE) * [5]	\$1000	
Head Class Sponsor (Senior, Junior, Sophomore, Freshman) [4]	\$750	
National Honor Society *** [1]	\$1,000	
Spanish National Honor Society *** [1]	\$1,000	
National Art Honor Society *** [1]	\$1,000	
Music / Band Director [1]	\$1,000	\$500
Student Council Sponsor [1]	\$1,000	\$500
Teen Court Sponsor [1]	\$1,500	

TV 101 Sponsor ***	[1]	\$1,000	
Yearbook Sponsor ***	[1]	\$1,000	\$500
Mathematics, Engineering, Science Achievement MESA Sponsor – Head *** (<i>minimum of 40 participants</i>)	[1]	\$2,000	2,000
Mathematics, Engineering, Science Achievement MESA Sponsor - Asst. *** (over 40 participants)	[1]	\$2,000	
Future Farmers *** (min 20 members)	[1]	\$1,000	
Chess Club Coordinator *** (min 15 members)	[1]	\$1,000	\$500
Future Educators Sponsor *** (min 15 members)	[1]	\$500	
Junto's Sponsor *** (min 15 members)	[1]	\$500	
Journalism Sponsor *** (min 15 members)		\$500	
DECA Sponsor *** <i>Payable if Grant Funding Available.</i> (min 10 members)	[1]	1,000	
Science Fair Sponsor (min 40 participants)		\$1000	\$1000
Speech and Debate Coach (min 15 members)		\$500	
Gay Straight Alliance (GSA) Sponsor (min 15 members)		\$500	\$500
Link Crew (min 15 members)		\$500	
Lunch Time Intramural Coordinator (min 50 participants)		\$1000	
Graphic Design Club		\$1000	

1

DISTRICTWIDE	
Noon Duty *** (allowable after assigned duty)	\$10 per clock hour prorated
Nurse Coordinator *** Payable if a vacancy of the Director of Wellness and funding available/approved [1]	\$1000
Counselor Coordinator *** Payable if a vacancy of the Director of Wellness and funding available/approved [1]	\$1000
BILINGUAL Certified - providing bilingual instruction per approved NMPED Bilingual Application (subject to state funding)	\$2,500
TESOL Certification - providing TESOL instruction per approved NMPED Bilingual Application (subject to state funding)	\$750
BILINGUAL Certified Additional Class – elementary teachers providing up to 1 additional bilingual class per approved NMPED Bilingual Application (Bilingual Resource Teachers are excluded)	\$500 per class
Subject to NMPED approval of District's ESSER II application and available funding, one-time ESSER II Compensation Enhancement will be available to all eligible full-time (1.0 FTE) EPS Staff for the SY21-22 only. To be eligible, the employee must be employed on the first day of SY21-22 and work through the end of the	For the 2021-2022 School Year only: \$600 to be paid to eligible FT employees and \$300 to be paid to eligible part time employees at the end of the first semester.

semester. Eligible employees will be paid at the end of the first semester.																
Webmaster (Social Media) (1 per school) <250 students	\$250															
Personal Care	\$1,000															
EA Behavior Support must be IES specified	\$1,000 to \$6,000															
SAT Chairpersons at each site*** – Bargaining unit members who handle the majority of the work expected of a SAT Committee Chair shall be paid the stipends below. The amount of stipend for a SAT Chair shall be determined by the enrollment of the school or schools for which they develop and monitor SATs. Enrollments will be categorized into four (4) levels.	<table><tr><td><u>Level</u></td><td><u>Enrollment</u></td><td><u>Stipend</u></td></tr><tr><td>Level 1</td><td>Under 100</td><td>\$375</td></tr><tr><td>Level 2</td><td>101–330</td><td>\$750</td></tr><tr><td>Level 3</td><td>331–450</td><td>\$1,000</td></tr><tr><td>Level 4</td><td>451 and above</td><td>\$1,500</td></tr></table>	<u>Level</u>	<u>Enrollment</u>	<u>Stipend</u>	Level 1	Under 100	\$375	Level 2	101–330	\$750	Level 3	331–450	\$1,000	Level 4	451 and above	\$1,500
<u>Level</u>	<u>Enrollment</u>	<u>Stipend</u>														
Level 1	Under 100	\$375														
Level 2	101–330	\$750														
Level 3	331–450	\$1,000														
Level 4	451 and above	\$1,500														
Homeless Opportunities Power in Education (HOPE Liaisons based on case load)	<u>\$750 per semester / \$1500 per year</u>															
Bilingual – Biliteracy Seal Mentor/Advisor	<u>\$500 per semester</u>															
IEP/SAT Bilingual Interpreter/Translator	<u>\$192.50 per semester</u>															
Bilingual Point of Contract (per school site building)	<u>\$250.00 per semester</u>															
Elementary Science Fair District Coordinator [2]	\$1000															
<i>CERTIFIED ONLY</i>																
Clerical/Non-instructional	\$20															
Teacher/Tutoring	\$30															
Prof Development (Product Oriented)	\$25															
Prof Development (Mandatory Meeting)	\$20															
Prof Development (Presenter/Trainer)	\$400 full day \$200 half day															
<i>E.S.P. ONLY</i>																
Teacher/Tutoring under direction of licensed teacher	15															
Prof Development (Product Oriented)	15															
Prof Development (Mandatory Meeting)	15															

*** Not payable if part of assigned contract time.

- A. STIPENDS/INCREMENTS (PAF must be executed prior to activity) The district and union shall use the Agreement Oversight Committee structure to research stipend amounts in district's similar to our size throughout the state, and draft a joint proposal for consideration in the 2020-2021 school year.

Duty and Duty Description	Line Item	Amount	
<u>Medicaid Social Worker Supervision.</u> This is a Medicaid requirement. All Social Workers who are not Licensed Independent Social Workers are required supervision by a certified licensed School Psychologist or Licensed Independent Social Worker according to Medicaid School Based Services bylaws.	25153	\$5,000.00	District Wide

<u>Speech and Language Supervision.</u> All Speech Apprentice or Speech Language Fellow All Speech Apprentice' who are not Speech/Language Pathologists are required supervision by a certified licensed SLP according to Medicaid School Based Services bylaws.	25153	\$5,000.00	School Site Assignment
<u>Special Education Indicator Support.</u> District staff members will work to ensure 20 indicators are met. Each of New Mexico's 20 indicators (set by the US Office of Special Education Programs - OSEP) have specific measurable and rigorous target. Compliance targets are set by OSEP and results targets are set by the State with input from the NM Public Education Department (NMPED), Local Educational Agencies (LEAs), Regional Education Cooperatives (RECs), Charter Schools, and the State IDEA Advisory Panel. Each state must report its progress on these targets every year via the Annual Performance Report (APR).	24106	\$1,000.00	District Wide
<u>Special Education Teacher Prep Period.</u> Special Education Teachers who require student supervision/delivery of instruction during their prep period.	24106	Teacher Hourly Rate	EVHS and CFVMS
<u>Special Education Teacher IEP Development/Support.</u> Special Education Teachers who provide IEP Development and support to Special Education teachers in need of support. This will include facilitation and modeling of IEP meeting facilitation.	24106	\$30.00 per hour	AS Needed
<u>Special Education Teacher Program Support.</u> Special Education Teachers who provide program support to Special Education Teachers in need of support. This will include autism environment, EA schedules and EA duties to meet student IEP requirements.	24106	\$30.00 per hour	As Needed
<u>Special Education Substitute Duties.</u> Long term special education EA substitutes who provide personal care/behavioral support to special education students as identified in student IEP.	24106	Equivalent to Staff Member PAF for personal care/behavior support	As Needed
<u>C to B Transition Support.</u> Early Childhood Transition requires an identified SE/Early Childhood licensed teacher who will work with community teams in developing and/or improving the system of transitioning children and families from early intervention services (Part C) to EPS (Part B) services and supports. Participation in transition meetings are required. EPS vision is that all children and families experience a smooth and effective transition as a result of collaborative intentional community planning.	24106	\$10,000	District Wide

Article 38. Insurance

- A. The District administration will provide the following insurance for bargaining unit employees through the New Mexico Public Schools Insurance Authority.
- B. Benefits: The District will continue to provide eligible full-time employees with group medical, dental, and vision insurance through the New Mexico Public Schools Insurance Authority (NMPSIA). Approved insurance plans will be available to bargaining unit employees as per the offerings of NMPSIA. Domestic Partners and their dependents are provided the same insurance coverage as spouses and their dependents subject to the requirements of NMSPIA.

1. In response to unintended consequence from wage increases that may move employees into higher Insurance Contribution Categories, resulting in a higher cost for their medical premiums offered through NMPSIA (NM Public School Insurance Authority), EPS is increasing Insurance Contribution Categories as follows:

SY2021-22 Categories:

<\$19,999	\$20,000-29,999	\$30,000 – over
20%/80%	25%/75%	35%/65%

SY2022-23 Categories:

<\$23,199	\$23,200-33,800	\$33,801 – over
20%/80%	25%/75%	35%/65%

This guarantees that the percentages employees are expected to contribute will remain the same. This will apply to individuals who stayed in the same job class as the prior year and whose salary increase was directly related to these 2022 legislative-mandated increases.

Any salary increases from an employee being promoted to a new, higher position are not addressed by this article and may result in an increase in the percentage, depending on what category they would fall under with the new salary. The District will continue to provide eligible full-time employees access to long term disability and life insurance benefits available through NMPSIA, including the \$50,000 non-contributory life insurance coverage.

1. Participants in these insurance programs will have their premiums deducted through payroll deductions and will be provided a copy of the plan information as provided by NMPSIA.
2. The District will continue to offer eligible full-time employees open enrollment periods as offered by NMPSIA. Employees will be notified of any such open enrollment periods.
3. If an employee experiences any change in employment or marital status which creates a need for the employee to enroll or change enrollment in any of the approved plans, the employee may do so only if permitted by law, NMPSIA regulations, or provisions of the contract between NMPSIA and the respective insurance carrier.
4. The District will continue to provide professional liability and Worker's Compensation coverage for employees in accordance with state law.
5. Subject to applicable laws and regulations, the district will continue to provide access to the Internal Revenue Code Section 125 "Cafeteria Plan" benefits as offered at the inception of this Agreement. Any changes to said offerings shall be reviewed by the parties, which in turn, will make recommendations to the Superintendent and the Board for approval.
6. Employee shall be entitled to invest in tax-sheltered annuities and deferred compensation programs available through the business office by payroll deduction. Tax-sheltered annuities, deferred compensation programs, and supplemental insurance programs

offered through the Union are eligible for payroll deduction. Deductions shall be made and forwarded to the investment company.

7. Upon separation, termination, or leave-without-pay, employees may continue their insurance benefits through COBRA.
8. The Española-NEA President may request a meeting to discuss issues related to insurance benefits. Such meeting shall be scheduled at a mutually acceptable time and place during non-duty time.
9. Upon employment with the district, each employee will be provided an explanation of the insurance benefits and options, including those available through the Union for members.
10. These adjustments will be implemented effective the first full pay period of the employee's school year.

Article 39. Official Notification

Any official notice shall be in writing and be delivered directly to Española-NEA President or to the Superintendent. Such notices must be signed for by the individual or designee.

Article 40. Agreement Controls

- A. If any District policy, regulation, or directive is in conflict with any provision of this Agreement, the Agreement provision will control.
- B. The parties, by mutual written agreement may modify this Agreement.
- C. The District will not implement any changes to the District Policies that would affect this bargaining unit that would be in conflict with this Agreement, unless mandated by state or federal requirements.
- D. If any provision of this Agreement or any application thereof is held to be contrary to law, then such provision or application will be deemed valid only to the extent permitted by law, but all other provisions or applications will continue in full force and effect. If either party desires to negotiate a replacement for the language found to be contrary to law, that party shall provide written notification to the other party within ten (10) days of any such holding. The parties will meet to negotiate the replacement language within ten (10) days of the written notice.

Article 41. Complete Agreement

- A. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of bargaining at the time of negotiations. In order to ensure that the district has the flexibility to meet any new challenges, and work collaboratively and respectfully with the staff, upon any school board decision, legislation or PED regulations, which substantially changes conditions of issues affecting the CBA, both parties agree to return to the table.
- B. This Agreement may be modified in part by the parties only as an instrument in writing duly executed by both parties.
- C. Should the District's operating revenues increase through adjustment(s) of the unit value(s) or should it receive increased funds in amounts greater than \$10,000 beyond the level projected in the Budget which are not restricted for specific programs or purposes, then salary schedules or other forms of compensation will be renegotiated by the parties beginning no later than two (2) weeks after the District receives written notification of the revised revenues from the Public Education Department or other funding source.

no later than two (2) weeks after the District receives written notification of the revised revenues from the Public Education Department or other funding source.

Article 42. Agreement Duration

This Agreement is effective on the first full pay period following ratification by the bargaining unit employees, approval of the School Board, and signature by the parties and will remain in full force and effect through June 30, 2023. Annually, either party may reopen all economic/financial Articles and three (3) non-economic Articles for negotiations. This agreement shall continue in full force and effect replaced by subsequent written agreements.

Article 43. Severability

If any provision of this Agreement or any application thereof is determined by a final order of an administrative agency or court of competent jurisdiction to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. The provision determined to be contrary to law shall be renegotiated by the parties provided either party submits a written request to reopen negotiations no later than ten (10) calendar days after the parties knew or reasonably should have known that the provision was contrary to law.

Article 44. Signatures

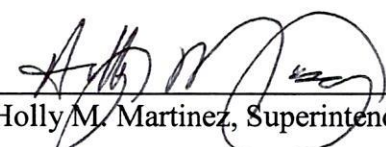
IN WITNESS WHEREOF, the parties have executed this Agreement on this 15th day of June, 2022.



Jeremy Maestas, President,
Española Public School Board

6/1/2022

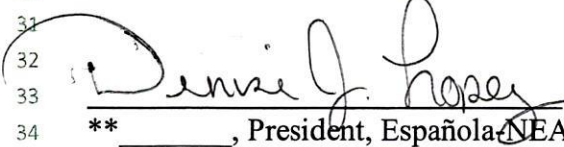
Date



Holly M. Martinez, Superintendent

6/1/2022

Date



** _____, President, Española NEA

6/2/2022

Date

Right to Representation Form

At the beginning of each school year, employees will receive this "Right of Representation Form" which informs them of their right to representation.

This signed form will be maintained at the bargaining unit employees work/school site.

In the case that the supervisor/administrator meets with the bargaining unit employee in reference to any provision in the bargaining contract, the supervisor will inform the employee of his/her right to representation and will provide the employee with this "Right to Representation Form". When a supervisor/administrator requests a meeting with an employee that is disciplinary in nature or might become disciplinary, the bargaining unit employee will be notified as to the purpose of the meeting when the meeting is requested by the supervisor/administrator.

If any meeting with a supervisor/administrator becomes disciplinary in nature, the employee has the right to stop the meeting until they can obtain representation. The employee has the right to respond verbally during an investigation.

I am aware of my rights to obtain representation during any meeting.

Employee Signature

Date



Española Public Schools
STRIVING FOR EXCELLENCE

Española Public Schools District and Española-NEA

Collective Bargaining Agreement 2022 - 2023



Preamble: This Agreement is by and between the Board of Education and the Española School District (hereinafter referred to as the “District” and “District administration”), and the employees of the Española School District as exclusively represented by the Española-NEA (hereinafter referred to as the “Española-NEA”).