

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

July 01, 2008 – June 30, 2011

TABLE OF CONTENTS

ARTICLE I - AGREEMENT	1
ARTICLE II - PREAMBLE	1
ARTICLE III - RECOGNITION	1
ARTICLE IV - GENERAL PROVISIONS	1
A. Definitions	1
B. Agreement Control.....	2
C. Negotiation Procedures.....	2
D. Consultations	2
ARTICLE V - PROFESSIONAL RESPONSIBILITIES.....	2
A. Work Year	2
B. Work Day	3
C. Professional Standards	5
D. Class Size.....	5
E. Curriculum and Instruction.....	5
ARTICLE VI - WORKING CONDITIONS.....	5
A. Nondiscrimination.....	5
B. Work Space, Facilities	6
C. Staff Development	6
D. Student Discipline.....	6
E. Health and Safety	6
F. Damage / Loss of Property	6
ARTICLE VII - COMPENSATION.....	7
A. Salary Schedule Provisions.....	7
B. Pay Schedules	7

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

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

1 **ARTICLE I - AGREEMENT**

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

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

7 **ARTICLE II - PREAMBLE**

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

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

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

28 **ARTICLE III - RECOGNITION**

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

37 **ARTICLE IV - GENERAL PROVISIONS**

38 **A. Definitions**

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

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

6 **B. Agreement Control**

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

18 **C. Negotiation Procedures**

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

26 **D. Consultations**

27 The Board recognizes the professional standing and the expertise that certified
28 employees offer the District. The ideas and opinions of certified employees are
29 of significant value in improving the quality of education in the Los Alamos Public
30 School System and maintaining excellence.

31 Certified employees shall be called upon to provide a **consultative** role
32 in areas including but not limited to the following:

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

37 **ARTICLE V - PROFESSIONAL RESPONSIBILITIES**

38 **A. Work Year**

- 39 1. The work year for all certified employees shall consist of the equivalent
40 of 185 days. Of these, 178 days will be instructional days. The
41 equivalent of one full day at the beginning of the year will consist of
42 uninterrupted preparation/planning time with no scheduled meetings for
43 each employee.
44 2. All certified employees who contract to work extra days at their regular
45 assignment will be compensated at their daily contract rate, equal to
46 1/185 of their normal contract.

3. The following unpaid holidays and extended unpaid breaks shall be observed: a two-week winter break, a one-week spring break, and all LANL holidays.
4. Parent conference and minimal contact days may be scheduled annually by each school site--within the 178 instructional days.

B. Work Day

1. The full-time certified employee's normal workday shall be a continuous 7-3/4 hours including lunch. The parties recognize that the certified employee's professional responsibilities, including preparation, parent conferences, student evaluation, staff development and staff meetings may necessitate work beyond the normal workday. The parties shall work to resolve any allegations that these professional responsibilities are either not being performed by a certified employee or are being excessively required by an administrator.
2. Certified employees shall not normally be required to notify the principal of their arrival or departure from the school. Certified employees are expected to be on site during prep periods. However, certified employees who leave the site because of unusual circumstances during a prep period will be expected to notify the office through a process to be determined at each site.
3. Lengthening of the day by the site supervisor for all staff meetings shall normally not exceed two hours for any individual certified employee in any twenty-day reporting period. Except in cases of emergency, as defined by the principal, certified employees shall receive a minimum of 24 hours notice prior to the meeting. When a meeting is called with less than 5 days notice, a certified employee with a pre-existing commitment will not be required to take leave for missing the meeting. The site supervisor will make an agenda for the meeting prior to the meeting.
4. Certified employees may be required to supervise students for, normally, no more than 15 minutes before or after the students' instructional day.
5. Each certified employee employed four or more hours per day shall be entitled to a duty-free uninterrupted lunch period of a minimum of 30 minutes which may be taken on or off the school grounds at the certified employee's discretion.
6. Attendance at activities before or after the workday is normally voluntary for certified employees, although variations in expectations may be collaboratively determined due to individual site needs. However, certified employees will be expected to attend one open house.
7. Travel time for certified employees who work in more than one teaching location in any one day shall be counted as part of the workday. When the certified employee travels from one location to another at the midday, the certified employee shall receive travel time in addition to the lunch period. Extra duty requirements may be reduced by the site administrator in proportion to travel time.
8. All certified employees employed for a 1.0 FTE will have a minimum of 300 minutes per week averaged over a four week period of professional preparation time. Professional Preparation Time will be in a minimum of 30 minute blocks of duty free time provided that the time is used for professional responsibilities. Determining the use of this time will be at the sole discretion of the teacher provided the time is used for professional responsibilities. This time will be provided during the regular

work day. During a shortened week the preparation time will be reduced on a prorated basis. At the elementary school level, time created by the early release of students may be used for Professional Preparation Time. If needed, the District may use one (1) early release time each month for District wide or school based meetings provided the time does not fall below the 300 minutes in the four week period. Middle and high school certified employees shall be assigned no more than five classes per day or block cycle for a 1.0 FTE contract. If the District determines that it is in the best interest of the school district to modify work schedules or class assignments of its employees due to serious financial considerations and/or significant programmatic changes, it shall meet and confer with the Federation as to such modifications for a period of no more than thirty (30) workdays. Such meet and confer discussions will occur during the school year. The District and Federation shall use the meet and confer process in a collaborative fashion to serve the needs of the District's students. Mediation may be utilized during such thirty (30) workday meet and confer period if mutually agreed by the parties. If no agreement is reached on such modifications, the District shall be entitled to implement the modified schedule or assignments. The District's decision shall not be subject to grievance or impasse resolution procedures. The District may not implement a modified work schedule or class assignment schedule that exceeds maximum workloads under state law or results in violation of other terms of this article.

9. When a need arises, certified employees may contract to teach an additional period(s), provided the choice is made voluntarily and is compensated proportionally. Such determination will be made at the beginning of the school year and shall not be construed as a promise of continuation of extra class assignments for the following school year. These additional assignments will be posted internally in accordance with District practice. Certified employees who are interested in the posted additional assignments are responsible for notifying the site supervisor.

10. Part-time certified employees' workday responsibilities shall be proportional to their contract, to be determined with their site administrator

11. Certified employees may voluntarily cover a reasonable and equitable number of classes during their prep time or lunch time by obtaining prior approval from or through a request of the building administrator or designee. In exchange, the certified employee will be given flexible schedule time, provided a log showing approved extra time worked is kept at the site. Flexible schedule time shall consist of one hour for each hour flexed and shall be mutually agreed to by the principal and the certified employee. A total of thirty eight and seventy-five hundredths (38.75) hours of flexible schedule time may be accrued during any single school year and may not be carried over to the next school year. A certified employee may opt to be paid at a licensed substitute certified employee rate in lieu of using the flexible schedule time. Any time not used by the end of the school year will be paid at the licensed substitute certified employee rate. Flexible schedule time may not be used on:

- staff development days
- the day before or after Spring Break
- the day before or after Winter Break

- the day before or after Thanksgiving Break or
 - during student contact time in the last week of each semester
12. Elementary certified employees required to teach combination classes will be awarded a stipend of \$1,000.00. This stipend will be paid in two installments – one at the end of the first semester and one at the end of the school year. The stipend will be prorated according to the certified employee's FTE and the number of days worked in the combination class. Specials, multi-grade learning, and special education are not eligible.

C. Professional Standards

1. Certified employees shall meet State Board of Education qualifications and maintain New Mexico licensure.
2. Certified employees are expected to provide a variety of meaningful and challenging activities for students and to assign a reasonable amount of homework, as collaboratively determined at the site, in classes that need this reinforcement and as consistent with District curriculum goals.
3. Certified employees are expected to implement the necessary procedures to effect continuity and articulation of the curriculum and expectations between grade levels and to assist students in making the transitions between elementary, middle, and high schools.
4. Certified employees retain all political rights, including the right to express their personal opinions objectively on issues of public concern, to wear political symbols such as campaign buttons, and to affix stickers to their personal property.

D. Class Size

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

E. Curriculum and Instruction

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

ARTICLE VI - WORKING CONDITIONS

A. Nondiscrimination

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

- 1 **B. Work Space, Facilities**
- 2 1. Each certified employee shall be provided with a desk, file cabinet, and
- 3 lockable space for personal belongings. Telephones with reasonable
- 4 access and sufficient privacy for professional calls will be available to
- 5 certified employees.
- 6 2. Certified employees will be provided with reasonable supplies and
- 7 equipment to fulfill their assigned responsibilities.
- 8 **C. Staff Development**
- 9 1. Certified employees will participate in staff development within the
- 10 workday and constraints delineated in Article V-B.
- 11 2. Incentive credit for staff development outside the workday shall be
- 12 compensated with a sum of \$100 for 15 hours of approved staff
- 13 development time per contract year. A maximum of 14 hours of staff
- 14 development hours earned may carry over into future contract years.
- 15 **D. Student Discipline**
- 16 1. In order to provide schools that are safe, orderly, and drug free, all
- 17 school sites will have collaboratively developed, clear discipline codes
- 18 with fair and consistently enforced consequences for misbehavior.
- 19 2. The expectation that discipline codes and consequences apply to all
- 20 students will be communicated annually to all parents through annual
- 21 distributions of disciplinary policies and regulations. This language shall
- 22 be interpreted in a manner consistent with all regulations concerning
- 23 students with disabilities.
- 24 3. Board policies concerning disciplinary actions, including suspensions
- 25 and expulsions, will be periodically reviewed. District policies will be
- 26 enforced at all sites.
- 27 **E. Health and Safety**
- 28 1. The Board will provide healthy and safe working conditions for all
- 29 certified employees. Health and safety laws, environmental regulations,
- 30 and rules and regulations of authorized government agencies shall be
- 31 directly adhered to.
- 32 2. Certified employees will report all hazardous or potentially hazardous
- 33 conditions to their immediate supervisor.
- 34 3. A certified employee has the right to refuse to obey an unreasonable
- 35 order. An unreasonable order is one which would place the certified
- 36 employee, another employee, or student in serious physical danger or
- 37 which is in violation of the law. Such refusal will not be interpreted as
- 38 insubordination or lead to a negative performance evaluation.
- 39 4. Any certified employee who reports hazardous or potentially hazardous
- 40 conditions following the chain of command will not suffer retaliation,
- 41 retribution, or discrimination of any kind as a result of reporting.
- 42 **F. Damage / Loss of Property**
- 43 The Board will reimburse certified employees against loss or damage to personal
- 44 property used in the course of employment arising from fire, theft, or willful
- 45 damage--not to exceed the amount payable for these losses by the District's
- 46 insurance carrier on any one occurrence. Personal property utilized in the
- 47 course of employment must be registered in the employee's immediate

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

4 **ARTICLE VII – COMPENSATION**

5 6 **A. Salary Schedule Provisions**

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

44 **B. Pay Schedules**

- 45 1. An employee shall be encouraged to authorize direct electronic deposit
46 of the employee's net paycheck. The District and Federation shall create
47 a transition plan that will provide employees with a reasonable amount of
48 time to make the transition to direct deposit. Deposits will be made on
49 the 15th and 30th of each month. When the 15th or 30th falls during a
50 weekend or holiday, deposits will be made on the last work day

- 1 preceding the weekend or holiday. All certified employees will be paid
2 24 checks, each for 1/24th of the contract amount.
3 2. The final five (5) checks will be issued as follows:
4 • Three (3) checks will be issued on the last payday in May.
5 • Two (2) checks will be issued on the first payday in June.
6 3. Payment for all contracted services for \$500 or less, in addition to
7 teaching contracts, will be made in one payment on the payday after the
8 first payroll cutoff date following the completion of the contracted service,
9 subject to timely receipt of required paperwork. Payment for all
10 contracted services in excess of \$500 will begin on the payday after the
11 first payroll cutoff date following the beginning of the contracted service,
12 subject to timely receipt of required paperwork, and be distributed over
13 the length of the contract.

14 **C. Insurance Program**

- 15 1. All staff working a minimum of .5 FTE or more may participate in the
16 insurance plans provided by the Board. The percentage of the premiums
17 to be contributed by the Board is determined by salary range (see chart).
18

<u>Salary</u>	<u>Employee</u>	<u>Employer</u>
19 under 15,000	25%	75%
20 15,001 - 20,000	30%	70%
21 20,001 - 25,000	35%	65%
22 25,001 and above	40%	60%

23 Employees who choose to participate in the insurance plans will have
24 their contributions deducted from their paychecks.
25 2. Married couples who are both employed by the Los Alamos Schools will
26 not be required to carry dual coverage. Employees may choose who will
27 carry the primary coverage.
28 3. The Board will make available to all qualified employees insurance
29 programs as per NMPSIA guidelines.

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

- 31 1. All qualified certified employees may enroll in any of the District's
32 insurance programs for which they are eligible, within 31 days from the
33 effective date of their employment, change in marital status, or change in
34 the job status of the employee's spouse (termination, retirement, or
35 resignation) provided the spouse was covered by insurance. Coverage
36 will begin the first day of the month following the first full month premium
37 payment. The District will not unilaterally modify the enrollment status of
38 a certified employee unless a modification is mandated by changes in
39 overall coverage or carriers.
40 2. Business Support Services will announce open enrollment as determined
41 by NMPSIA. During this period certified employees may change
42 enrollment in any benefit options where open enrollment is occurring.
43 Certified employees who do not enroll in life insurance at the time of their
44 employment may apply to do so during the open enrollment period of the
45 insurance company, but may be subject to health screening for approval.
46 3. Prior to the open enrollment period all certified employees will receive a
47 summary of all benefits, coverage dates, and payroll deduction plans
48 offered by the District. The summary will include a brief description of
49 each plan, and the cost, if any, of each plan.

- 1 4. Certified employees may change benefit options through signature on
2 forms provided by the Business Office during the open enrollment period.
3 If no change requests are made, the certified employee must sign the
4 current benefits form and return it to the Insurance Clerk.

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

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

20 **F. Other Benefits**

- 21 1. Certified employees shall be provided membership with the Los Alamos
22 Family YMCA subject to contract negotiation with the Los Alamos Family
23 YMCA.
24 2. Tuberculosis tests, or any other medical procedures, shall be provided to
25 certified employees when mandated and paid for by the State. For those
26 certified employees who react positively to the skin patch test, the cost
27 for a chest x-ray, in excess of the cost covered through the certified
28 employee's insurance, will be provided by the District.
29 3. Certified employees have the option to participate in tax-sheltered
30 annuity plans through voluntary deductions as provided for under federal
31 law. The Board will provide payroll deduction for this purpose upon
32 authorization by the certified employee to any plan where a minimum of
33 five employees are participating. Tax sheltered annuity money will be
34 remitted promptly in accordance with federal law to the appropriate
35 companies in the amount of the annuity deduction and the certified
36 employee shall hold the Board harmless against any and all liability for
37 deductions requested by the certified employee in violation of the law.
38 4. Automatic payroll deductions will be made, if elected, to one financial
39 institution which offers such services free of charge to the District and
40 where a minimum of five employees participate.

41 **G. Travel Funds**

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

45 **H. Transfer Pay**

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

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

3
4 **I. Stipends**

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

9 **ARTICLE VIII - ABSENCES**

10 **A. Leaves**

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

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

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

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

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

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

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

- 1 4. For periods of leave due to illness in excess of three consecutive working
- 2 days, the Superintendent may require a physician's statement.
- 3 5. The District shall comply with New Mexico and federal laws providing
- 4 worker's compensation insurance for all employees. Certified employees
- 5 may combine leave with worker's compensation benefits as follows:
- 6 a. Certified employees injured on-the-job may receive
- 7 payment from available leave until the date of eligibility
- 8 to receive worker's compensation benefits has been
- 9 established.
- 10 b. Certified employees may elect to use leave to
- 11 supplement the worker's compensation benefits. The
- 12 supplementation shall be limited to the amount
- 13 necessary for the certified employee's compensation
- 14 and the sick leave supplementation to equal the regular
- 15 salary.
- 16 c. The certified employee's fringe benefits, with the
- 17 exception of leaves, shall continue to accrue while
- 18 covered by worker's compensation. The certified
- 19 employee will be responsible for his/her portion of all
- 20 non-regulated benefit options, which will be collected
- 21 from the certified employee.
- 22 d. The District shall continue to pay its share of the certified
- 23 employee's insurance premiums for policies that were in
- 24 force at the time of the injury.

25 **B. Sick Leave Deferred Payment**

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

- 29 1. Deferred leave payment will be made on sick leave accrued after a 90-
- 30 day eligibility base has been established.
- 31 2. The maximum number of days that may be accrued to receive deferred
- 32 payment upon retirement is currently 140.
- 33 3. Deferred payment will be 25% of the certified employee's daily salary
- 34 rate at time of retirement.
- 35 4. Certified employees who submit a letter of intent to retire to the Director
- 36 of Human Resources prior to March 1 will receive a deferred payment of
- 37 30% of their daily salary rate, subject to State Department of Education
- 38 approval. This is an additional 5% above the 25% referred to in B. 3.

39 **C. Family Medical Leave**

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

44 **D. Sick Leave Bank**

- 45 1. A sick leave bank (SLB) is available to certified employees who have signed
- 46 a second contract, are employed as a certified employee, have exhausted all
- 47 accrued paid leave and are experiencing a personal catastrophic illness or
- 48 injury.

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

7. Any SLB benefits will be offset by any disability, income protection insurance, or litigation benefits the employee receives for the same illness or injury for which the employee receives SLB benefits. The offset shall be dollar for dollar. Any income the employee receives from other sources that are related to the disability shall be subtracted from the employee's SLB benefit. Work related injuries shall not be covered by the SLB.
8. The SLBC may formulate additional rules and regulations provided the rules and regulations do not violate any provision of this Agreement.

E. Sabbatical Leave

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

F. Leave Without Pay

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

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

20 **G. Military Leave**

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

25 **H. Judicial Leave**

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

29 **Article IX – EVALUATIONS**

30 **A. Goals**

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

40 **B. Evaluation Cycles**

- 41 1. All certified employees will be evaluated yearly and are required to have at
42 least one formal observation each year. A formal observation is one that is
43 scheduled jointly by the teacher and the supervisor and for which there is a
44 pre-observation conference and a post-observation conference that will be
45 held as soon as reasonably possible. There may be as many informal
46 observations as the supervisor deems necessary in order to fairly and

- completely evaluate a certified employee. An informal evaluation does not have to be scheduled but will be documented and that documentation will be given to the employee as soon as reasonably possible after the observation.
2. By the 10th day of the school year, all certified employees will be notified by their supervisor of their status on the evaluation cycle for the current school year. This evaluation process includes summative and progressive cycles.
3. All Level 1 Certified Employees:
A summative evaluation will be made of all Level 1 certified employees. Level 1 certified employees will remain on summative status until the employee has moved to Level 2. The summative evaluation will consist of:
- a minimum of one formal observation each year
 - multiple forms of data collection
 - the development of a Professional Development Plan (PDP) due on the 40th day of the school year (The PDP will reflect the use of all competencies approved by the NM Public Education Department.)
 - a final evaluation conference held by the 2nd Friday in April
4. All Level 2 and Level 3 Certified Employees New to the District:
A summative evaluation will be made of all Level 2 and Level 3 certified employees hired by the District that year. The summative evaluation for newly hired Level 2 and Level 3 certified employees will consist of:
- a minimum of one formal observation each year
 - multiple forms of data collection
 - the development of a Professional Development Plan (PDP) due on the 40th day of the school year. (The PDP will reflect the use of all competencies approved by the NM Public Education Department.)
 - a final evaluation conference held by the 2nd Friday in April
 - Level 2 and Level 3 certified employees new to the District will remain on summative status until the supervisor informs the certified employee of movement to the progressive cycle. The supervisor will inform the employee and the Director of Human Resources in writing of this change at the completion of the evaluation conference with that employee. The certified employee will qualify for paragraph 5 below.
5. All Returning Level 2 and Level 3 Certified Employees:
Level 2 and Level 3 certified employees will be placed on the progressive cycle for two years following the summative year. The progressive and summative evaluations will consist of:
- one formal observation each year
 - informal evaluations and walk-through as deemed necessary by the supervisor
 - multiple forms of data collection
 - development of a Professional Development Plan (PDP) due on the 40th day of the school year. (The PDP will reflect the use of one or more competencies approved by the NM Public Education Department.) Multi-year PDPs may be developed and submitted provided prior approval has been obtained from the supervisor.
 - all competencies must be addressed within the 3 year cycle
 - a final evaluation conference held by the 2nd Friday in April
6. All Level 1, Level 2, and Level 3 certified employees must complete and submit a Reflection form of their PDP to their supervisor prior to the final evaluation conference. The supervisor and the certified employee will agree on the date and time for the final conference.

1
2 **C. Evaluation Process**

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

30
31 **D. Professional Growth Plan (PGP)**

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

1 recommendation to the Director of Human Resources to initiate a meeting
2 with the certified employee to discuss possible employment
3 consequences including, but not limited to disciplinary action such as
4 termination.
5

6 **E. Contents of Evaluation**

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

12 **F. Personnel File Procedures**

- 13 1. The District shall maintain personnel information in accordance with the
14 Records Retention Act. The following types of information will be
15 collected and maintained by the District:
16 application and resume
17 education and training
18 experience and verification of employment
19 payroll
20 insurance
21 performance
22 medical
23 safety and Workers Compensation
24 attendance
25 grievances
26 background and fingerprint checks
27 The employee personnel file kept in the Office of Human Resources will
28 be the location in which information regarding evaluations, hiring
29 recommendations, professional development plans, reprimands, or
30 documentation of adverse job actions will be maintained.
31 2. A certified employee shall be permitted to examine and/or to obtain
32 copies of materials in his/her personnel file. The certified employee may
33 be accompanied by a representative if desired. Upon written
34 authorization, said rights shall be granted to a certified employee's
35 representative. An appointment must be made in advance with the
36 Director of Human Resources prior to a certified employee examining
37 his/her personnel file. Such an appointment will be scheduled within 10
38 working days of the request at a mutually agreed upon time. Pre-
39 employment references and references related to internal transfers will
40 not be subject to inspection by the certified employee.
41 3. Documents other than those listed above will not be placed in a certified
42 employee's personnel file unless a copy of the document has been given
43 to the certified employee. The certified employee has the right to have a
44 response in writing attached to anything placed in his/her file. No
45 anonymous or unsigned information may be placed in any certified
46 employee's file.
47 4. Site administrators retain the right to keep personal notes for the purpose
48 of evaluation and an annual evaluation file.

1 **ARTICLE X - REASSIGNMENTS**

2 **A. Voluntary Reassignment**

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

28 **B. Administrative Reassignment**

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

43
44 **ARTICLE XI - REDUCTION IN FORCE/RECALL**

45 **A. Initiating a RIF**

- 46 1. The District may initiate a Reduction in Force when one or more of the
47 following circumstances are present:
- 48 a. a substantial decrease in pupil population within the
49 school district

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

12 **B. Reduction in Force**

- 13 1. The Superintendent shall determine the number and type of positions to
- 14 be affected by the RIF.
- 15 2. Prior to initiating a RIF, the Superintendent will attempt to absorb the
- 16 necessary reductions through attrition and the non-renewal of contracts
- 17 for non-tenured certified employees. The Superintendent will notify the
- 18 Federation as soon as possible after determining that a RIF is needed
- 19 and will meet and confer at the request of the Federation regarding
- 20 options which may ameliorate or eliminate the RIF.
- 21 3. In the event of a RIF, the District and Federation will jointly determine the
- 22 possibility of any increase in the deferred sick leave reimbursement or
- 23 other voluntary separation inducement.
- 24 4. If more than one certified employee is licensed and qualified for a
- 25 position affected by a RIF, the least senior certified employee will be
- 26 selected for the layoff. "Qualified" as used in this context will be defined
- 27 as having at least one year of satisfactory prior experience in the area of
- 28 endorsement. If a certified employee is experienced within an
- 29 endorsement area prior to employment with the District, the certified
- 30 employee will be required to provide evidence of satisfactory experience
- 31 in the form of a formal district evaluation from the previous district or
- 32 acceptable alternative.
- 33 5. Seniority shall be based upon the certified employee's length of service
- 34 with the District as a licensed staff member. In the event that two or
- 35 more certified employees have identical years of seniority, the date of
- 36 contract signature by the employee shall prevail for seniority purposes.
- 37 A master seniority list will be published annually. Any placement not
- 38 disputed and grieved within thirty calendar days of the posting shall be
- 39 considered accepted and grievance rights and all other avenues of
- 40 appeal regarding placement waived. Certified employees added to the
- 41 list in subsequent years shall be afforded such an opportunity.
- 42 6. Seniority and the employment relationship shall be terminated if the
- 43 certified employee:
- 44 a. is discharged or terminated
- 45 b. resigns
- 46 c. fails to report for work without a valid reason approved
- 47 by the Director of Human Resources within five working
- 48 days after termination of a leave of absence
- 49 d. retires.
- 50 Additional seniority and other benefits do not accrue during any period of
- 51 layoff. However, seniority status, salary schedule placement, and leave

1 available at the time of a RIF will be returned to employees who are
2 recalled after a RIF within the recall period. In the event that a certified
3 employee is re-hired after having resigned, all previous seniority will be
4 credited upon successful completion of the third contract year.

- 5 7. A certified employee may grieve the misapplication of the RIF process by
6 filing a written grievance with the Superintendent within 10 working days
7 after receiving the final written notice of the RIF. The grievance will enter
8 the grievance procedure at Level 2.

9 **C. Recall**

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

26 **ARTICLE XII – INVESTIGATIVE AND DISCIPLINARY ACTIONS OF LICENSED**
27 **EMPLOYEES**

28 **A. Union Representation**

- 29 1. An investigative interview occurs when a supervisor questions a certified
30 employee to obtain information that could be used as the basis for
31 disciplinary action against the employee. The supervisor must tell the
32 employee that it is an investigative interview and the reason for it. The
33 employee has the right to be accompanied by the Union's designated
34 representative during the investigative interview. The supervisor may
35 inform the employee that s/he may or may not choose to have
36 representation. The supervisor has no obligation to inform the employee
37 of his/her right to request representation. The employee has the right to
38 request representation before or during the interview. After the request is
39 made, the supervisor must select one action below:
40 a. Delay the interview until the meeting can be
41 rescheduled with the representative, *or*
42 b. End the interview immediately.
43 2. An investigative interview shall be scheduled at a time and location that
44 is convenient to all parties. All investigative interviews with the employee
45 and the representative must be done in a timely manner.
46

47 **B. Disciplinary Action**

- 48 1. If the District decides that the employee violated the Negotiated
49 Agreement, a Board policy/regulation, state law or building procedures

1 and if the District then decides to discharge/terminate, suspend, issue a
2 formal letter of reprimand, issue a letter of concern or a documented oral
3 warning, the employee will receive written notice that will include the
4 reason(s) for the action and the facts upon which the action is based.
5 The certified employee's signature shall only acknowledge receipt of the
6 document and not necessarily agreement with the contents. It is the
7 responsibility of the certified employee to send a copy to the union
8 president.
9 2. A certified employee may be suspended with pay until a determination is
10 made on whether a disciplinary action will be issued.

11 **C. Termination Notification**

12 1. Termination notice will be conducted in accordance with to Section 22-
13 10-12 New Mexico Statutes Annotated, 1978 and Public Education
14 Department Regulation No. 75.7, amendment #1. "If a licensed school
15 instructor is not to be re-employed for the ensuing school year, the local
16 school board or the governing authority of a state agency must serve a
17 notice of intention not to reemploy that licensed school instructor for the
18 ensuing school year...and such notice shall be served on or before the
19 fourteenth calendar day prior to the last day of the school year." The
20 fourteen (14) day notice is only applicable to tenured certified
21 employees. Upon receipt of written notice of termination, the certified
22 employee may request an interview with the Director of Human
23 Resources or the Director's designee. The certified employee is entitled
24 to Union representation at this meeting.
25 2. Final written notice of non-renewal of contract will be given no later than
26 the last contract day.

27 **ARTICLE XIII – GRIEVANCE**

28
29 Employees are encouraged to resolve disagreements of any kind at the lowest
30 appropriate level. The purpose of this procedure is to secure, at the lowest possible
31 administrative level, equitable solutions to problems that may arise in the administration
32 of this contract. All grievances shall be processed as provided herein.

33 **A. Definitions**

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

43 **B. Grievance Filing (Ten-Day Timeline)**

44 1. Since it is important that grievances be processed as rapidly as possible,
45 the number of days indicated at each level shall be maximum and every
46 effort shall be made to proceed as quickly as possible.
47 2. The time limits specified will be extended or shortened if mutually agreed
48 to in writing by the parties to the grievance.

- 1 3. The aggrieved must file a written grievance within ten (10) workdays of
2 the act or discovery of the act that caused the grievance.
- 3 4. Failure to file the grievance within the time limits specified shall result in
4 the dismissal of the grievance.
- 5 5. Failure to submit the decision in writing within specified times will cause
6 the grievance to proceed automatically to the next level.

7 **C. Grievance Procedures**

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

48 **D. Grievance Levels**

- 49 1. No grievance shall be initiated at Level One unless it has been discussed
50 by the aggrieved party with the immediate supervisor or the Director of

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

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

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

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

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

41 **G. Level Three or School Board Level (Ten-Day Submission/30-Day Response)**

42 Upon appeal of a grievance to Level Three, the Board shall appoint a fact-finder
43 and make a determination from the information collected from both parties within
44 30 working days.

45 **H. Level Four (Arbitration)**

- 46 1. If both the grievant and the Federation are not satisfied with the Board's
47 grievance disposition, the Federation may appeal the grievance to
48 arbitration by submitting a written demand for arbitration to the Board no

1 later than five workdays following receipt of the Board's written
2 disposition.

- 3 2. The parties shall attempt to agree upon a mutually acceptable arbitrator.
4 If the parties are unable to agree upon a mutually acceptable arbitrator,
5 the Federation may submit a request for arbitration to the American
6 Arbitration Association (AAA) no later than 10 workdays following the
7 written demand for arbitration. The parties shall then be bound by the
8 AAA's rules and procedures.
- 9 3. The arbitrator shall conduct a hearing as soon as reasonably possible
10 following the appointment of the arbitrator. The hearing shall be
11 conducted in accordance with the AAA's Voluntary Rules for Arbitration.
- 12 4. The arbitrator shall have the authority to issue subpoenas for the
13 production of documents and for the testimony of witnesses. Issues
14 related to the arbitrability of a grievance shall be decided by the
15 arbitrator.
- 16 5. The arbitrator's decision shall be submitted in a timely fashion after
17 conclusion of the hearing. The arbitrator's decision shall be in writing
18 and shall include reasons for the decision.
- 19 6. The arbitrator's decision shall be final and binding on the parties.
- 20 7. The arbitrator's fees and costs shall be shared equally by the parties.
21 Other costs shall be assumed by the party incurring the cost.

22 **ARTICLE XIV - MANAGEMENT RIGHTS**

- 23
- 24 **A.** It is understood and agreed that the District retains all of its powers and authority
25 to direct, manage, and control its operations to the full extent of the law. The
26 only limitations on those powers and authority are the express provisions of this
27 agreement.
- 28 **B.** Unless limited by the provision of a collective bargaining agreement or by other
29 statutory provision, the Board will retain the right to:
 - 30 • direct the work of, hire, promote, assign, transfer, demote, suspend,
31 discharge or terminate public employees;
 - 32 • determine qualifications for employment and the nature and content of
33 personnel examinations;
 - 34 • take actions as may be necessary to carry out the mission of the public
35 employer in emergencies.
- 36 The Board will retain all rights not specifically limited by this collective bargaining
37 agreement.
- 38 The Board retains the right to exercise or not, as it sees fit, any of its options
39 under law. Any decision by the Board not to exercise a right shall not be
40 construed as a waiver of such a right.

41 **ARTICLE XV - EXCLUSIVE REPRESENTATIVE**

- 42
- 43 **A.** The Federation shall have the right to use in school mail boxes and
44 collaboratively determined bulletin board space at each work site. The Board
45 shall provide the Federation with a complete listing of all licensed staff employed
46 in the District when available for the current school year.
- 47 **B.** Federation representatives shall have the opportunity to utilize a reasonable
48 amount of time, to be determined in collaboration with the site administrator, to
49 make announcements at faculty meetings. Federation officers have the right to
50 visit school buildings and classrooms before and after regular school hours to

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

30 **ARTICLE XVI - DURATION OF AGREEMENT**

- 31
- 32 **A.** This Agreement shall be effective upon ratification by the parties and shall
- 33 remain in full force and effect through June 30, 2011. If the parties have not
- 34 reached agreement on a successor contract before the expiration date of this
- 35 Agreement, the parties shall pursue the impasse resolution procedure including
- 36 mediation.
- 37 If no successor agreement is reached by November 1, 2011, the Agreement
- 38 shall terminate on that day.
- 39 **B.** Salaries and up to one (1) additional item chosen by each party to this
- 40 Agreement may be reopened each year of this Agreement. Such negotiations
- 41 shall begin on or before February 15th of each year or as agreed to by the
- 42 parties.
- 43
- 44
- 45
- 46
- 47
- 48
- 49

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

2 Los Alamos Federation of School Employees

3 By: _____
4 **Ellen Mills, President** **Date** _____
5

6 **Los Alamos Public Schools**

7 By: _____
8 **Joan Ahlers, School Board President** **Date**
9
10
11
12