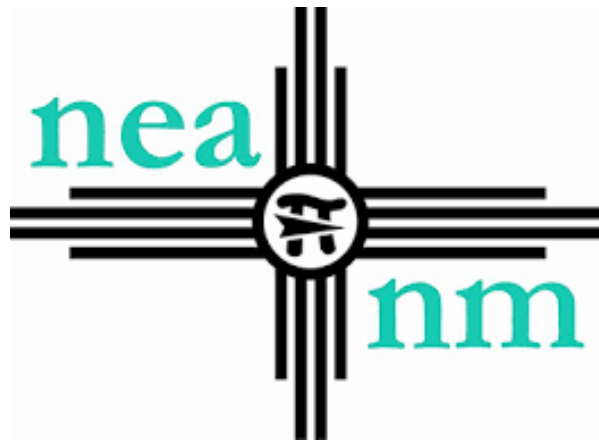




Española Public Schools

Striving for Excellence

and Española-NEA



Collective Bargaining Agreement 2023 - 2024

NEA Ratified June 22, 2023
BOE Approved June 27, 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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1 **Article 1. Recognition/Agreement**

- 2 A. The parties desire to maintain a professional relationship with their collective bargaining
3 interaction so as to provide the best opportunity for the Española Public School District to
4 succeed in its educational mission. This agreement is entered into by the Board of Education
5 of the Española Public School District (the District) and the Española-NEA.
- 6 B. Pursuant to the applicable statutes, resolutions and regulations, the District Administration
7 recognizes the Española-NEA for the purposes of collective bargaining as the exclusive
8 representative of a unit consisting of all employees other than Supervisors, Management
9 employees, confidential employees, and the following specific positions:
10 1) Superintendent’s Secretary;
11 2) Associate Superintendent’s Secretary;
12 3) Office Manager at sites where more than two (2) other administrative support staff
13 are normally assigned;
14 4) Human Resource Department employees;
15 5) Head Custodians at sites where four (4) other Custodians are assigned; and
16 6) Head Cooks at sites where four (4) other Cooks are assigned.
- 17
- 18 C. Unless otherwise indicated, as used in this Agreement, the term “employee” means an
19 employee in the bargaining unit defined in Section B. above.

20 **Article 2. Definitions**

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

- 43
- 44 A. Direct the work of, hire, promote, assign, reassign, transfer, demote, suspend, discharge or
45 terminate bargaining unit employees;

- 1 B. Determine qualifications for employment and the nature and content of personnel
2 examinations and work to be performed;
- 3 C. Take actions as may be necessary to carry out the mission of the District in emergencies; and
- 4 D. The District retains all rights not specifically limited by this Agreement or by the District's
5 Local Labor Management Relations Resolution.

6 Article 5. Association Rights and Responsibilities

- 7 A. EXCLUSIVITY: The rights, responsibilities and/or privileges granted to the Española-NEA
8 by this Collective Bargaining Agreement will not be granted to any other organization which
9 purports to represent any employee covered by this Agreement.
- 10 B. NO REPRISALS: There will be no reprisals of any kind taken against an employee by either
11 party by reason of his/her membership or non-membership in the Española-NEA or
12 participation or non-participation in any of its activities.
- 13 C. RELEASE TIME:

- 14 1. Normally Española-NEA business will not be conducted during duty-time, except in
15 case of emergencies. In situations where District Management staff (Principal or
16 above) requests in writing, to deal with an emergency during duty time, the
17 appropriate Association representative will be released from duty on pay status.

- 18 2. Association Conference & Workshop Leave.

The Association may request up to a total of ten (10) days per regular school year to attend Association Conferences and workshops or to conduct other Association business which does not interfere with instruction or the duty of other personnel. The Association will assume the cost of substitutes. Such requests shall be approved by the Superintendent, except in the case of emergencies or other extenuating circumstances. Such leave requests shall not be made during the 1st two weeks or the last two weeks of school, or during parent teacher conferences days.

- 26 D. INFORMATION:

- 27 1. The Española-NEA will be provided with copies of minutes of official Board of
28 Education meetings and all other non-confidential documents distributed to the Board
29 of Education members at official meetings at the time of their distribution to the
30 Board. A copy of the official agenda of the meeting, and any relevant attachments,
31 will be given to the Española-NEA as distributed to the Board of Education members.
- 32 2. Material which is disruptive to good relations between the parties and not in the best
33 interest of the students of the District shall not be distributed at work sites by either
34 party.
- 35 3. One Association bulletin board of a size and quality agreed to by the parties will be
36 placed in each school building at a location agreed to by the parties. The Association
37 Bulletin Board will be used only for official Association business notices, circulars,
38 and other such materials. This bulletin board may not be used for political campaign
39 materials, except for internal NEA elections. Copies of all materials to be placed on
40 the bulletin board will be provided to the Building principal in advance of the posting.
- 41 4. Española-NEA may place Association material in bargaining unit employees'
42 mailboxes during non-duty time. The Association material shall not be distributed or
43 transported by District employees on District paid time.

- 1 5. The Española-NEA may use school buildings in the same manner as any other
2 organization. No charge will be made for use of the facilities; however, custodial
3 charges may be assessed if necessary.
- 4 6. At the conclusion of a faculty/staff meeting a designated Association Representative
5 may make short Association announcements.
- 6 7. Should the District provide a link to web pages not wholly owned and managed by
7 the District, the Española-NEA will also be provided with a link to its web page in the
8 District web site.
- 9 8. District equipment and supplies shall only be used for District business.

10 E. EMPLOYEE INFORMATION:

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

24 F. MEMBERSHIP DUES DEDUCTION:

- 25 1. The District will deduct bargaining unit employee membership dues in the amounts
26 identified by the Association President and will transmit the monies to the Española-
27 NEA. The bargaining unit membership dues payroll deduction will be made by the
28 District within thirty (30) days of submittal of a voluntary employee signed payroll
29 deduction authorization form submitted by the Association to the District's Payroll
30 Office, once per month, within the last five (5) days of each month. The Association
31 and the employees shall hold the District harmless on any issue that may arise
32 regarding the deduction of membership dues.
- 33 2. The District will stop payroll deductions when:
 - 34 a. The Association submits a payroll deduction cancellation form to the
35 District's Payroll Office;
- 36 3. A cancellation form is submitted by the employee to the Association Treasurer or
37 President and the Association then shall forward the cancellation form to the Payroll
38 office. The cancellation form must be submitted to the Association Treasurer or
39 President by October 6 of the school year during which such discontinuance is to be
40 effective. By October 16, the Association will in turn notify the District. The
41 Association will defend and hold the District harmless on any liability that may arise
42 as a result of compliance with this Article provided that deductions made by the
43 District were not in violation of this Article.
 - 44 a. The bargaining unit member does not earn a sufficient amount to cover the
45 dues deduction; or
 - 46 b. The employee is no longer in the bargaining unit or employed by the District.

- 1 4. All changes to deductions will be implemented by the District for the next payroll
2 period.

3 **G. USE OF DISTRICT EQUIPMENT AND E-MAIL COMMUNICATIONS**

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

23 **Article 6. Agreement Oversight Committee**

24 Three Union members appointed by the President of the Union and three
25 supervisory/administrative staff appointed by the Superintendent will meet on an as needed basis
26 to review and discuss current school problems, practices, the administration of this agreement
27 and other mutually agreed upon topics. Either party may initiate the request for meeting. All such
28 meetings shall be conducted during non-duty time at a mutually agreed upon time and place. It is
29 the intent of the parties to deal with issues regarding the implementation, application, and
30 administration of this Agreement as quickly as possible.

31 **Article 7. Bargaining Procedure**

32 **A. SCHEDULE SETTING FOR NEGOTIATIONS:**

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

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

- 41 1. The parties have the right to negotiate any items which are legally permissible.
42 Negotiations shall be closed sessions.

- 1 2. Any agreement reached during the negotiating session will be reduced to writing and
2 signed by the parties as tentative agreements. Complete agreement on negotiations is
3 accomplished when the Española-NEA members and the School Board ratify, and the
4 parties sign the Agreement. Each party will ratify or reject ratification of all tentative
5 agreements as a whole. The Union shall schedule and conduct the ratification of the
6 agreement without interference from school board members, management employees or
7 the District. The Union shall schedule and conduct the ratification within two (2) weeks
8 of the signing of all tentative agreements. The District shall schedule and conduct the
9 ratification of the agreement without interference from bargaining unit employees or the
10 Union. The District shall schedule and conduct the ratification of the agreement within
11 two (2) weeks of the ratification by the Union.
- 12 3. Ground rules may be negotiated by the parties.
- 13 4. During bargaining the District administration and the Española-NEA will present
14 relevant data, exchange points of view and make proposals and counter proposals. The
15 District administration will make available to the Española-NEA for inspection all
16 pertinent records, data and information of the Española Public Schools. Either party
17 may utilize the services of outside consultants and may call upon professional and lay
18 representatives to assist in bargaining. Española-NEA shall have a representative on the
19 budget committee.
- 20 5. If bargaining between the parties is scheduled during a school day by the administration
21 the members of the Española-NEA's bargaining team will be released of their regular
22 duties.
- 23 C. The District administration agrees not to bargain or otherwise deal with any employee
24 organization other than the Española-NEA for this bargaining unit for the term of this
25 Agreement.
- 26 D. Grants which may alter any portion of this agreement are subject to negotiation. Grants that
27 offer voluntary opportunities for participation outside of the instructional day are not subject to
28 negotiation.
- 29 E. Once a party presents its last best offer, the other party shall present its last best offer within
30 three (3) working days. Should an impasse occur the parties will comply with the procedures
31 established in applicable laws, regulations and resolutions. This process may be clarified in the
32 ground rules set by the parties.
- 33 F. The ratified collective bargaining agreement reached through this process shall be posted on the
34 District web site. A printed copy shall also be presented by the administration to all new
35 bargaining unit employees at the time they also receive the employee handbooks and other
36 official orientation materials from the District. A printed copy shall also be made available at
37 the front desk of every work site to any bargaining unit employee for review and/or copying.
38 Each party will be presented a Master Copy of the Agreement. It is the responsibility of
39 management to distribute and explain the Agreement to the management staff. It is the
40 responsibility of the Española-NEA to distribute and explain the Agreement to each member of
41 the bargaining unit.

1 **Article 8. Employment Procedures**

2 A. The District is an Equal Opportunity Employer.

3 B. EMPLOYMENT:

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

8 C. CERTIFIED RESIGNATION:

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

14 D. E.S.P. RESIGNATION:

- 15 1. Educational Support Personnel employees who intend to resign employment from
16 the District shall provide a minimum of twenty (20) working days' advance
17 written notice from the effective date of resignation.
18 2. By mutual agreement the employee and the District may agree in writing to less
19 than a twenty (20) working day notice of resignation.

20
21 **Article 9. Affirmative Action**

22 A. The parties agree that the District's Affirmative Action Plan shall continue in full force and
23 effect and shall apply to all bargaining unit employees for the term of this agreement.

24 B. If there is a conflict between any of the provisions of this agreement and the District's
25 Affirmative Action Plan, the latter will prevail.

26
27 **Article 10. Discrimination**

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

31 B. The parties shall not discriminate against any bargaining unit employee based on union or
32 non-union membership.

33 **Article 11. Assignments**

34 A. The Superintendent will give notice of assignments to new employees within five days of
35 hire or as soon as practicable.

36 1. All other employees will be given written notice of their class and/or subject
37 assignments, building assignments and (when applicable) room assignments for the
38 forthcoming year no later than thirty days before the first day of classes or as soon as
39 practical.

40 2. It is recognized that assignments may be changed due to student enrollment and
41 availability of space. Administrators will directly contact affected employees as soon as
42 practicable.

1 B. Employees will be assigned in their endorsement area(s) except in emergencies and with the
2 approval of the Public Education Department, the request of the employee, and the approval
3 of the District Administration.

4 C. Multiple Assignments:

- 5 1. Schedules of employees who are assigned to more than one school building will be
6 arranged so that such employee travel will be minimal. Employees will be given
7 ample time when such travel is required.
- 8 2. Employees who are required to use their own automobiles in the performance of their
9 duties and employees who are assigned to more than one (1) school per day will be
10 reimbursed for such travel at the current state guideline rate for all driving done
11 between arrival at the first location at the beginning of their workday and departure
12 from the last location at the end of their workday, when the two work locations are at
13 least 10 miles apart.

14 D. Educational Support Personnel will be assigned in their classification except in emergencies.

15 E. Head Custodians are working Lead employees who will carry a full custodial workload plus
16 the lead responsibilities.

17 F. PROMOTIONS

18 All bargaining unit vacancies in preexisting and newly-created promotional positions that the
19 District decides to fill will be publicized by the Superintendent in accordance with the
20 following procedure:

- 21 1. When a vacancy occurs and the District decides to fill the vacancy, the District shall
22 post a notice in each school.
- 23 2. Qualified bargaining unit employees who desire to apply for a promotional position
24 will submit their names to the Human Resources Department, together with the
25 position or positions they desire to apply for.
- 26 3. Application must be received by Human Resources prior to the deadline for
27 application as identified on the posting.
- 28 4. The qualifications for a particular promotional position will not be established or
29 changed without advance notice to the Española-NEA.
- 30 5. All qualified applicants will be considered. The District administration may fill a
31 vacancy in a promotional position on a temporary basis (i.e., for up to sixty (60) days)
32 when it is necessary to do so in the best interest of the educational process.
33 Temporary filling of positions shall not use for the purpose of pre-selection. Qualified
34 applicants for Head Custodian or Head Cook will be considered for posted vacancies
35 based on qualification, performance and attendance. All things being equal seniority
36 will become the determining factor.
- 37 6. Except as otherwise provided in Article 15 (Reduction in Force) and Article 9
38 (Affirmative Action) of this Agreement, no vacancy in a promotional position will be
39 filled except after compliance with the above procedure.
- 40 7. If there is any conflict between this Article and the District Administration's
41 Affirmative Action Plan (which is attached hereto as Appendix D of this Agreement)
42 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.

- 1 8. Notice of Administratively-Initiated transfers will be given to certified employees by
2 their immediate supervisor in writing including reason based on criteria from section
3 five (5), above, and, whenever possible, in person. Upon consideration of the criteria
4 above (5 a-c), all things being equal-District seniority of full-time personnel will
5 apply with the least senior person being selected for Administrative-Initiated transfer.
6 The selected employee may request a meeting to discuss the Administrative-Initiated
7 transfer with the immediate supervisor and may invite a representative.

8 Article 13. Voluntary Transfers

- 9 A. Employee transfers are allowed at the end of each semester for posted positions. Exceptions
10 to the semester requirement may be granted upon approval by the supervisors involved.
11 B. An employee desiring a transfer shall complete all information required on the “Request for
12 Transfer” form, sign the request, obtain the signature of his/her supervisor if possible, or
13 provide a copy to the supervisor, and submit the form to the Human Resources Department.
14 C. The Human Resources Department will forward all transfer requests to supervisors for
15 posted positions at their work sites. A qualified employee requesting a transfer shall be
16 granted an interview for the posted position. District employees will be considered before
17 outside applicants are considered.
18 D. District “Request for Transfer” forms will be available at all work site locations, on the
19 District web-site, and from the Human Resources Department. Employees must complete a
20 separate “Request for Transfer” form for each posted position in which they are interested.
21 E. The employee may submit written withdrawal of the “Request for Transfer” by submitting a
22 written request to the Human Resources Department.
23 F. Employees interviewed will be notified in writing by Human Resources indicating the
24 position has been filled.

25 Article 14. Summer School, Evening School, Federal and Other 26 Special Programs

- 27 A. All openings for summer school and evening school positions under Federal and other
28 special programs will be filled pursuant to the procedure prescribed in Article 12
29 (Vacancies, Transfers, & Reassignments) of this Agreement. Under normal circumstances,
30 summer school openings will be publicized not later than one month before commencement
31 each year, and employees will be notified of the action taken not later than two weeks prior
32 to commencement. Said notice will include work schedules, class and/or subject
33 assignments and building assignments for their assignment. Summer school schedules may
34 be modified or cancelled due to student enrollment.
35 B. Highly qualified permanent employees will be given first preference in hiring for
36 instructional positions. Qualified permanent employees will be given first preference in
37 hiring for non-instructional positions.
38 C. All current practices affecting working conditions which may be required or requested by
39 Federal or other special programs, including evaluation and reporting procedures may not be
40 altered except by agreement of the parties.
41

Article 15. Reduction in Force

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

1 F. PROCESS:

- 2 1. If two or more employees are equally ranked in step one, then step two will be
3 applied to those employees.
- 4 2. If two or more employees are still equally ranked in step two, step three will be
5 applied to those employees.
- 6 3. If two or more employees are still equally ranked in step three, step four will be
7 applied to those employees.
- 8 4. An individual identified for lay off will be offered a position for which he is qualified
9 that is currently occupied by an employee without due process rights, including long-
10 term substitutes. If the position is accepted, the employee without due process rights
11 is terminated. If the employee refuses the position offered, she/he will be laid off.
- 12 5. A Reduction in Force shall never be used to retaliate against an employee.
- 13 6. Employees laid off under a Reduction in Force Plan shall have a written notice placed
14 in the personnel file and a notice shall clearly state the layoff resulted from a
15 Reduction in Force.

16 G. NOTIFICATION:

17 Notification will be provided to employee, as soon as possible, in written form either through
18 return receipt request US Mail or hand delivery with return signature requested. The notice
19 shall include the effective date of the layoff action.
20

21 H. RECALL:

22 For a period of twelve (12) months after the effective date of the layoff of any employee
23 under this REDUCTION IN FORCE policy, the District will offer any position(s) which
24 become available and for which a laid off employee is licensed and/or qualified provided that
25 the laid off employee has complied with the rules below:

- 26 a. Laid off personnel will automatically be placed on the recall list unless the person
27 notifies the District in writing that s/he does not wish to be recalled;
- 28 b. It is the responsibility of the laid off person to notify the District of any change of
29 status or address;
- 30 c. Selection of persons to be recalled will be by seniority (the most senior laid off
31 employees will be recalled first).
- 32 d. If none of the persons laid off under this Article within the classifications accepts the
33 district's offer of recall, then the district will extend the offer to other laid off persons
34 who are qualified for the position(s).
35

36 I. NOTIFICATION OF RECALL:

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

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

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

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

1 **Article 16. Separation of Employment**

2 Upon separation of employment the Certified employee will be compensated for any contract
3 days actually worked through the effective day of termination or dismissal; and the E.S.P.
4 employee will be compensated for any time actually worked through the effective date of
5 termination or dismissal.
6

7 **Article 17. Site-Based Decisions**

- 8 A. The parties recognize and encourage the continuation of arrangements pursuant to which
9 bargaining unit employees at individual schools are given increased responsibilities for
10 making professional decisions with regard to their day to day duties and responsibilities at
11 the school site. This can foster the collegial exchange of ideas and information which can
12 contribute to the efficiency and effectiveness necessary in a professional practice. Current
13 practices shall continue except for any changes identified in this Article or as required by law
14 or the PED.
- 15 B. Site Administrators and the Española-NEA shall provide an open process for Bargaining Unit
16 employees to apply for committees. Half the membership of all District committees (except
17 Board-appointed Committees) will be appointed by the President of the Española-NEA.
- 18 C. It is also recognized that such arrangements cannot be contrary or in violation of PEBA, the
19 District LMR Resolution or the terms and conditions of this Collective Bargaining
20 Agreement between the parties.
21

22 **Article 18. Substitute Employees**

23 No employees shall be required to find, arrange for, or pay for his or her own substitute.
24

25 **Article 19. Class Size**

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

- 28 A. The individual class load for elementary school teachers shall not exceed twenty (20)
29 students for kindergarten.
- 30 B. The individual class load for pre-school teachers shall not exceed twenty (20) students for
31 pre-school.
- 32 C. The individual class load for special education pre-school teacher shall not exceed the ration
33 of 4:1
- 34 D. The average class load for elementary school teachers shall not exceed twenty-two (22)
35 students when averaged among grades one, two, and three.
- 36 E. The average class load for elementary school teachers shall not exceed twenty-four (24)
37 students when averaged among grades four, five, and six.
- 38 F. The daily teaching load for grades seven through twelve shall not exceed one hundred sixty
39 (160) students, except in schools utilizing block schedules and the daily teaching load for
40 teachers of required English courses in grades seven and eight shall not exceed one hundred
41 thirty-five (135) with a maximum of twenty-seven (27) students per class. The daily teaching
42 load for teachers of required English courses in grades nine through twelve shall not exceed
43 one hundred fifty (150) students with a maximum of thirty (30) students per class.

- 1 E. The District shall consult with affected employees prior to requesting any waiver from the
2 State Department of Education.
- 3 F. If a teacher has concerns that pupils are placed in any classroom with the following areas of
4 concern:
- 5 • the capacity of the room;
 - 6 • appropriateness of the setting;
 - 7 • adequate equipment;
- 8 They shall discuss this concern with the immediate supervisor. If mutual agreement is not
9 reached; this matter will be forwarded to the Agreement Oversight Committee.
- 10 G. The District administration and the Española-NEA agree that further reductions in the class
11 size limitations set forth above are desirable and will work towards that end.

12 Article 20. Non-Instructional Duties for Teacher

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

23 Article 21. Grade Changes

- 24 A. A grade change request can be initiated by one or more of the interested parties, the student,
25 a parent or guardian of the student, the teacher of record or principal. Any of the parties must
26 fill out a change of grade form stating why the change is requested and attaching copies of all
27 documentation supporting the reason for the request.
- 28 B. The student, parent or guardian, or the principal must first speak with the teacher. Evidence
29 of good faith effort must be provided in notifying a teacher if they are no longer employed in
30 the District. If the teacher of record decides they believe a change of grade is appropriate,
31 they must go to the principal with the completed form and attached data. If the teacher
32 believes the original grade is justified, and the party still feels a grade change is appropriate,
33 they shall submit completed form and any attached data form to the principal.
- 34 C. If the principal believes there may be appropriate justification for a grade change he will
35 discuss it with the teacher.
- 36 D. If the teacher believes the original grade is justified, but the principal is not convinced by the
37 teacher's argument the Principal may appoint a grade change appeals committee to consider
38 the matter. The grade change appeals committee shall be identified by the building principal
39 and will consist of the following: department chair, head teacher, or senior school site
40 teacher, two neutral teachers, and the student's counselor. They will meet with the teacher,
41 examine the evidence presented by both sides and make a recommendation to the principal.
- 42 E. The principal shall consider the recommendation, and make a decision. The principal's
43 decision will be final. The written decision of the principal will include articulated reasons

1 that are stated such as extenuating circumstances, additional graded work submitted by the
2 student, additional or make up testing, or any other meaningful criteria that can be verified.

- 3 F. No student’s grade shall be changed without a record of the change, an initial of the person
4 making the change, and the date thereof, on the grade document itself.

5 Article 22. Employee Facilities, Instructional Materials and Supplies

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

9 A. STAFF LOUNGE/WORK AREA:

- 10 1. An employee work area containing adequate equipment and supplies to aid in the
11 preparation of instructional materials for each school building.
12 2. An appropriately furnished room, including a telephone to be reserved for the exclusive
13 use of the employees, as a faculty lounge.

14 B. EACH CLASSROOM:

- 15 1. Adequate space in each classroom in which employees can safely store instructional
16 materials and supplies.
17 2. A serviceable book case, desk, chair, computer, and a filing cabinet of adequate size for
18 employee use in each classroom.
19 3. A communication system so that employees can communicate with the main building
20 office from their classrooms, including during emergencies.
21 4. The purchase and/or replacement of textbooks, library books, instructional materials,
22 supplies and equipment.
23 5. A supply fund to be used to purchase materials and supplies which are not immediately
24 available through general supply.

25 C. EMPLOYEE REST ROOMS: A well-lighted and clean employee rest room separate for each
26 gender and separate from student rest rooms.

27 D. ACCESS: Subject to reasonable regulation certified employees will be provided, upon
28 request, a key or other means of access through an outside door to their area of the school
29 building and faculty room during non-school hours. In all alarmed buildings the supervisor
30 shall provide the assigned employees notification detailing coverage of the alarms and times
31 that alarms will be active. Employees will sign and return a copy of the notification. If the
32 employee triggers an alarm in one of the designated areas, within the designated times, the
33 employee is responsible for reimbursing the District through payroll deduction \$50.00 for the
34 first incident and \$100.00 for each subsequent occurrence in a work year. An employee, who
35 triggers an alarm in an area or time not designated in the notification, shall not be required to
36 reimburse the District any cost.

37 E. It is understood that all of these issues are subject to the availability of funds.

38 F. Other Provisions

- 39 1. At current time when all email or any correspondence is sent out, Office Managers and/or
40 Principals will print and post by time clock or bulletin board.

41 Article 23. Student Discipline

42 A. Student deportment and respect for others are essential for a successful and productive
43 educational program, the academic success of students, and the safety of employees and

1 students. Student discipline shall be applied in accordance with this Article, school policy,
2 District policy, Public Education Department regulations, state law, and federal law.

3 B. The principal shall have the primary responsibility for administering the school's student
4 discipline policy.

5 C. In accordance with the school's discipline policy, the employee shall be responsible for
6 maintaining a social environment which is conducive to teaching and learning among those
7 students under the employee's supervision. An employee shall be the initial source of
8 discipline of all students under the supervision of the employee. An employee shall take
9 whatever action is appropriate, necessary, required, and permitted under policy and law to
10 properly discipline a disruptive student prior to referring the student and the problem to the
11 administration. Employees shall use appropriate techniques which may include, as a last
12 resort reasonable restraint as permitted by law in order to maintain a safe environment for
13 students and staff. An employee may refer to the administrator a student whose behavior
14 continues to prevent the employee from performing instruction and/or threatens the safety of
15 employee(s) or student(s). Once the administrator accepts the referral for discipline from the
16 bargaining unit employee the administrator will determine and implement the appropriate
17 student discipline. Student disciplinary referrals will be maintained, logged, and tracked at
18 each worksite.

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

23 E. An employee may refer to the administrator a student whose behavior continues to prevent
24 the employee from performing instruction of students(s) and or threatens the safety of
25 employees or safety of instruction of students, volunteers, or employees. The employee will
26 report particulars of the incident to the administrator/designee at the time of the student's
27 referral. If requested by the administrator/designee the employee will report full particulars
28 of the incident, including:

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

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

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

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

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

4
5 **STUDENTS ASSIGNED TO EDUCATIONAL SUPPORT PERSONNEL**

- 6 I. Any students assigned to an Educational Support Personnel bargaining unit member shall be
7 on the appropriate roster of certified licensed employees.
- 8 J The number of students so assigned shall not interfere with the performance of the employee’s
9 core job responsibilities. This shall not normally exceed two students per class period per
10 employee.
- 11 K. Should an employee believe a student or students are inappropriately assigned; the employee
12 will attempt to resolve the issue with the assigning counselor. If the issue is not resolved at
13 this level the employee may request a meeting with a union representative and a supervisor to
14 discuss the matter.

15 **Article 24. Protection of Employees, Students, Property, Health and**
16 **Safety**

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

29 **Article 25. Alcohol and Drug Abuse**

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

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

36 E-NEA and the District deems that each employee or individual District is in a safety sensitive
37 position. E-NEA and the District recognizes that drug, alcohol, or other substance abuse poses
38 a safety risk to its employees and students. Alcohol, drug, or other substance abuse by
39 employees, will impair their alertness and their ability to perform properly, and will have
40 serious adverse effects on the safety, efficiency, and productivity of other employees and the
41 District as a whole. From experience in the District, each employee is subject to be called upon
42 to assist in emergency situations involving students and adults, such as in the case of an
43 emergency evacuation as a result of fire or violence. Continued research and practical

1 experience prove that even small quantities of alcohol and/or drugs can affect an employee's
2 reflexes, judgment, alertness, and memory. Such an impairment, even if not readily apparent,
3 can have severe, adverse results for employees involved in ensuring the safety of students. An
4 employee with the presence of alcohol and/or drugs in his or her system can be a threat to co-
5 workers and students and may be more susceptible to making costly errors. Most importantly,
6 the District cannot tolerate employees who may intentionally or inadvertently expose students
7 to alcohol or drugs.

8 E-NEA and the District, therefore, have adopted this Article on the use or abuse of drugs,
9 alcohol, or other controlled substances, as part of its containment to safeguarding the health of
10 its employees, to providing a safe place for its employees to work, to supplying its students with
11 the highest quality of education possible, as well as a safe, orderly school environment.
12 Substance abuse, either while at work or away from work, can seriously endanger the safety of
13 employees and students and render it impossible to supply top quality service. E-NEA and the
14 District are committed to preventing the use and/or presence of these substances in the work
15 place. Although this Article refers specifically to alcohol and drugs, it is intended to apply to all
16 forms of substance abuse, including the misuse of legally prescribed drugs or the use,
17 possession, distribution, or sale of illegal drugs or un-prescribed controlled substances.

18
19 A. Purpose

20
21 To provide clear guidelines and consistent procedures for handling incidents of bargaining
22 unit employees, use of alcohol, drugs or controlled substances which affect the District, job
23 performance, or the students, and to make every effort to institute and maintain a drug-free
24 work place. To ensure that bargaining unit employees conform to all state and federal
25 regulations regarding alcohol, drugs, or controlled substances. To provide bargaining unit
26 employees substance abuse prevention education. To prohibit the unlawful manufacture,
27 distribution, dispensation, presence, or use of alcohol, drugs, or other controlled substances
28 on or in the District is property or work sites.

29
30 B. Violation of District's Drug and Alcohol Policy

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

34 Violation of the District's Drug and Alcohol policy will be grounds for termination and will
35 result in a recommendation for termination, subject to applicable New Mexico law, due
36 process requirements, and/or any other applicable laws or regulations. Limitation: Violations
37 of the District's Drug and Alcohol policy include, without 1) testing positive in a confirmed
38 test; 2) refusing to submit to testing; 3) failing to adhere to a rehabilitation program required
39 by the District or medical provider; or 4) being convicted of any criminal offense involving
40 the manufacture, distribution, sale, or possession of a controlled substance, marijuana, or a
41 dangerous drug. Upon violating the District's Drug and Alcohol policy, an employee will be
42 removed from service and placed on administrative leave without y until disciplinary action
43 is taken and becomes effective.

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

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

7 Bargaining unit employees who self-identify under the District's Drug and Alcohol policy
8 must follow the steps in the District's Drug and Alcohol policy before being returned to
9 service or allowed to continue work.

10 Employees who self-identify under this policy must follow the steps below before being
11 returned to service or allowed to continue work.

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

32
33 This policy does not require and should not result in any special regulations, privileges, or
34 exemptions from an employee's normal job performance requirements.

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

37 C. Testing Programs

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

- 40 1. Bargaining unit employees will be tested for cause based upon reasonable suspicion
41 of supervisor.

2. Bargaining unit employees will be tested following accidents.
3. Bargaining unit employees who complete a rehabilitation program shall be tested periodically without notice for a set period as required by a physician, therapist, or 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 Confirmatory Test	Cut-off Levels n /ml)
Marijuana	15
Cocaine	150
Opiates:	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	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

1 the required test(s) or a positive test result shall be grounds for the full range of
2 disciplinary actions, including termination.

3 F. Reasonable Suspicion Testing

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

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

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

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

27 G. Procedures for Drug and Alcohol Testing

28 If a bargaining unit employee is suspected of using, possessing, distributing, or selling
29 illegal drugs, or if an employee is suspected of misusing prescription drugs or alcohol, the
30 supervisor will gather all information, facts, and circumstances leading to and supporting
31 the suspicion. The supervisor will promptly prepare a written report detailing the
32 circumstances which formed the basis to warrant the testing. The supervisor shall provide
33 the bargaining unit employee a Right to Representation Form. The report should include
34 the appropriate dates and times of reported drug/alcohol related incidents,
35 reliable/credible sources of information, rationale leading to the test, and the action taken.
36 Refusal by an employee to take the required test(s) or a positive test result shall be
37 grounds for the full range of disciplinary actions, including termination.
38
39
40

41 H. Conviction Notification Requirement

42
43 Any bargaining unit employee who is convicted of a drug- or alcohol-related violation while
44 on duty, on school property, at a school sponsored function, including any vehicle owned by
45 the school or being used to transport employees to or from a school sponsored event, shall,

1 within six (6) working days of the date of such conviction, notify his/her immediate
2 supervisor in writing of such conviction. The supervisor, upon receiving such written
3 notification, shall provide the bargaining unit employee a Right to Representation Form and
4 take one (1) of the following actions within thirty (30) calendar days:

- 5 1. Impose appropriate disciplinary action against the employee, up to and including
6 termination of employment; and/or
- 7 2. Require the employee to participate in a drug or alcohol a use assistance,
8 counseling or rehabilitation program offered by a federal, state, local, health, law
9 enforcement, or other appropriate agency.

10 Article 26. Hours of Work and Overtime

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

1 be required to attend additional professional activities after the normal duty day to exceed
2 and additional five (5) hours per year for the current school year.

3 G. Employees will not be required to supervise students or conduct any other duty during the
4 duty-free lunch period.

5 H. PREP TIME:

6 1. The Elementary school teachers will be granted prep time before and/or after the
7 instructional school day for a minimum total of 60 minutes or a weekly total of 300
8 minutes.

9 2. Secondary school teachers will be granted a prep time of one (1) class period.

10 3. It is recognized that prep time is work time and paid time. Other duties may be
11 assigned during prep time without additional compensation not to exceed more than
12 three (3) times in any twenty (20) day period.

13 4. Assignment of other duties during prep time may be necessary due to absenteeism,
14 lack of substitutes, and other instructional needs. After the 3rd time, staff will be
15 compensated with an extra duty time-sheet

16 I. At elementary schools there will be one fifteen (15) minute recess period, unless PE is
17 provided.

18 CLASSROOM TEACHING PERIODS:

19 1. At the High School the site-based management leadership team will be requested to
20 make a recommendation on the number of instructional periods.

21 2. The mid-school normal work day for teachers will consist of not more than nine (9)
22 classroom periods.

23 3. Secondary teachers may be required to teach three (3) courses within their area(s) of
24 endorsement. Teachers may volunteer to teach additional courses within their
25 endorsement area(s). A teacher may be assigned to teach more than one level of the
26 same subject during a course, and it shall be counted as one course (example:
27 Ceramic I, II, & III will constitute one course).

28 J. Exceptions to the provisions of this Article may be made in cases of emergencies as
29 declared by the Superintendent. The Superintendent will notify Española NEA and the
30 affected employees as soon as practical.

31 a. Employees may be asked to volunteer for extracurricular activities (excluding athletic
32 coaching assignments). If sufficient employees do not volunteer, extracurricular
33 activities will be assigned. The stipends paid for extracurricular activities are identified
34 in Article 37 Compensation of this agreement.

35 b. Any compensation issues that may arise as a result of school closures due to medical
36 emergencies, natural disasters, or other similar events beyond the control of the school
37 district administration will be handled by the district in accordance with applicable
38 laws.

39 c. Holidays will be handled in accordance with the school calendar

40 d. Administrative assignments during Prep-time.

41 1. EA's who are assigned to cover classes without a teacher present shall be
42 compensated at their regular rate of pay plus \$5.00 per hour at thirty-minute
43 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

1 supervisor prior to working overtime and will be paid according to the FLSA and District
2 Policy. Employees shall not be required to work off the clock. The Principal or Designee
3 is Responsible for calling substitutes.

4 Article 27. Time Clock

5 FOR CERTIFIED EMPLOYEES

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

16 FOR E.S.P. EMPLOYEES

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

18 FOR ALL EMPLOYEES: Card Replacement

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

21 Article 28. Leave Provisions

22 A. PROFESSIONAL LEAVE:

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

32 B. RELIGIOUS LEAVE:

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

35 C. ASSAULT AND/OR BATTERY LEAVE:

- 36 1. An employee injured by an assault and/or battery while acting in the scope of the
37 employee's duties will be placed on administrative leave with pay while an
38 investigation is conducted. If the investigation concludes prior to the employee being
39 able to return to work and the employee chooses to use his/her accrued paid leave,
40 such leave may be reimbursed if the employee qualifies for the reimbursement under
41 the Worker Compensation Act of New Mexico. An employee is not eligible for paid
42 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

1 an elementary school and the other teacher will be from a secondary school (Mid-High
2 or High School). The head nurse is a permanent member. Members of the SLB
3 Committee will be selected from the list of participating employees.

- 4 2. Upon receiving a complete application packet from a participating employee, the SLB
5 Committee will have ten (10) working days in which to review and respond in writing to
6 the request.
- 7 3. A minimum of three (3) members of the SLB Committee will review each claim and
8 vote on a recommendation (approval/denial). The majority rules.
- 9 4. Recommendations are sent to the Superintendent of Schools for approval/denial.
- 10 5. All decisions are final; there is no appeal process.
- 11 6. All members of the SLB Committee must sign a statement of confidentiality. Breaches
12 of confidentiality will result in immediate dismissal from the SLB Committee and
13 further administrative action may result.
- 14 7. The SLB Committee shall base its recommendation on the following information:
 - 15 a. All eligible leave must be used prior to the application for SLB days.
 - 16 b. The application letter must be submitted to the chairperson of the SLB Committee.
 - 17 c. A physician's statement verifying severe or life-threatening medical condition must
18 accompany the application.
 - 19 d. No other criteria will be considered in the SLB Committee's decision-making
20 process. Should the SLB be dissolved, the days remaining in the bank shall be
21 distributed equally among those currently participating in the SLB.

22 APPLICATION:

- 23 1. An employee must submit an official Initial Sick Leave Bank Request and an official
24 Sick Leave Bank Physician's Statement. All costs for medical services related to the
25 employee's request for SLB days shall be assumed by the employee. Incomplete
26 applications will not be considered for review. The initial SLB days shall not exceed ten
27 (10) work days. Upon completion of the initial days, a participating employee may
28 request an additional increment of ten (10) days. This request is submitted on the official
29 Additional Sick Leave Bank Request. An updated Sick Leave Bank Physician's
30 Statement must accompany the Additional Sick Leave Bank Request. All medical costs
31 related to the employee's request for additional SLB days shall be assumed by the
32 employee. The official forms can be obtained from the District's Human Resource
33 Office. A participating employee will be limited to a maximum of twenty (20) SLB days
34 per school year. Extension of SLB days will be considered in very special cases. SLB
35 days granted to a participating employee and not utilized by the last day of the contract
36 year will be returned to the SLB. Committee members will report to the Superintendent
37 any person who attempts to intervene on behalf of any applicant. Intervention on behalf
38 of an applicant could result in the elimination of the applicant from the review process.
39 The SLB Committee will review all applications for SLB days and render its decision in
40 writing within ten (10) working days.
- 41 2. The Superintendent's decision is final. There is no appeal process. All decisions are
42 confidential.

43 H. Sick Leave Payment for Retiring Employees

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

6
7 2. Subject to the above conditions, retiring Española Public Schools (EPS) employees
8 may receive monetary payment for unused sick leave on the following scales not to
9 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

13
14 This payment will be separate from the employee's final payment with the School
15 District.

16
17 3. Any employee who can be shown to have willfully violated or misused the District's
18 sick leave policy or misrepresented any statement or condition will be subject to
19 discipline, which may include reprimand, suspension, and/or dismissal.

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

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

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

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

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

39 **Article 30. Leave without Pay**

40 A. All leave without pay requests are subject to the recommendations of the supervisor and the
41 approval of the Superintendent. Such requests shall be considered based on what is in the
42 best interest of the students. Employees accrue no pay or leave while on leave without pay.

43 B. An employee returning from leave-without-pay status will be returned to the same
44 position/job title or an equivalent position provided that the employee gives notice as
45 required by the District and the employee is cleared to return to work. Placement of

1 employees upon return shall be determined by the best interests of the students and will not
2 be capricious, arbitrary, and retaliatory.

- 3 C. Upon return from leave-without-pay status, during the same school year, the employee will
4 be placed at the same salary that he/she held before the leave. Employees working the
5 majority of the contract year will advance on the salary schedule as if they had not been
6 absent.
- 7 D. Upon return from any authorized leave without pay, an employee will be credited with the
8 same accrued leave that the employee had at the time the leave commenced, provided the
9 employee did not use any of the accrued leave.
- 10 E. Leave-without-pay shall be granted as required by the Family Medical Leave Act (FMLA),
11 (<http://www.dol.gov/esa/whd/fmla/>) provided that the District may require an employee to
12 exhaust his/her accrued paid leave before commencing leave-without-pay. An employee shall
13 not accrue paid leave while on leave without pay.
- 14 F. A leave of absence-without-pay for up to one year may be granted to any employee who
15 accepts a Fulbright Scholarship or who is pursuing planned professional growth opportunities
16 relating to the employee's job. Information on the FMLA program shall be available at the
17 school site with instructions on how to apply to the district. The FMLA information sheet
18 will be prepared by the district and mutually approved by the district and the E-NEA.
- 19 G. Leave without pay shall not be granted to accept other employment.
- 20 H. Employees shall notify the District of their intent to return or resign from an approved leave
21 of absence no later than the date set forth in the leave approval documents. The normal date
22 of notification for an employee returning at the beginning of the school year will be March
23 15, unless there is a mutual agreement for a later notification date, at the time such leave is
24 approved. With regard to approved leaves where the employee's return date cannot be
25 predetermined by March 15th or later notification has not been agreed to, the employee shall
26 provide a least thirty (30) days prior request to return to work.
- 27 I. While on approved leave of absence with pay, an employee will have the option to continue
28 participation in any district administered programs which require an employee or employer's
29 contribution. In exercising this option, the employee assumes one hundred percent (100%) of
30 the contribution. This provision is subject to the requirements of the benefit providers.
- 31 J. District shall document an attempt to call employee after two (2) days of absence without
32 notification. An employee who is absent from work without authorization for five (5)
33 consecutive scheduled workdays shall have provided just cause for termination of
34 employment.

35 Article 31. Professional Development and Training

- 36 A. The District administration and the Española-NEA acknowledge the need for bargaining unit
37 employees to continue to participate in professional development and job-related training.
38 The parties recognize that a fundamental goal of professional development for employees is
39 training that is relevant and meaningful.
- 40 B. District-wide professional development will be collaboratively developed with input by
41 leadership and goal teams at each school site; consistent with, the direction provided by the
42 administration and school board. The Professional Development program must meet the
43 goals as identified by the District EPSS plan.
- 44 C. Certified employees may be required to attend other professional activities after the normal
45 duty day not to exceed twenty-two (22) additional hours per year. Certified salaried

1 employees may volunteer to attend an unlimited amount of professional activities throughout
2 the year. If attendance is required notice of ten (10) working days will be provided.
3

4 Additionally, Level 1 Certified Employees in need of mentorship may be required to attend
5 additional professional activities after the normal duty day not to exceed an additional ten
6 (10) hours per year. Level II and III Certified Employees in need of mentorship as
7 documented through a Professional Growth Plan (based on observed/ documented need) may
8 be required to attend additional professional activities after the normal duty day to exceed
9 and additional five (5) hours per year for the current school year.

10 D. E.S.P. employees may be required to attend other activities after the normal duty day. If
11 attendance is required notice of ten (10) working days will be provided.

12 E. Employees will be provided an equitable opportunity to request and participate in
13 Professional Development tuition, courses, workshops, seminars, conferences, in-service
14 trainings or other such programs based on the needs of the District and availability of funds
15

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

17 A. GENERAL EVALUATIONS

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

25 2. OPEN OBSERVATIONS: All monitoring or observation of the work performance of
26 an employee will be conducted openly and with full knowledge of the employee.

27 3. OBSERVATION CONFERENCES: If a written report is prepared of any class visit
28 or observation a copy will be provided to the employee. Employees at their option
29 will be entitled to a conference to discuss said report. No observation report will be
30 submitted to the central office, placed in the employee's file or otherwise acted upon
31 without prior conference and the employee given an opportunity to sign the report.

32 4. PROFESSIONAL DEVELOPMENT PLANS: All certified employees are required to
33 submit a professional development plan (PDP) every year.

34 a. The PED regulation requires that the teacher and administrator create the plan
35 collaboratively no later than forty (40) days after the first day of each school year
36 or forty (40) days after hire date.

37 b. The plan must have measurable objectives and be based on the nine teacher
38 competencies and indicators for the teacher's licensure level, the previous year's
39 annual evaluation and assurance that the teacher is highly qualified in the core
40 academic subjects that the teacher teaches.

41 c. The PDP should include measures for determining progress, an action plan
42 including key actions, person(s) responsible for the action, resources, timelines
43 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.

1 **Article 33. Employee Discipline**

2 **A. GENERAL:**

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

23
24 **B. REPRESENTATION:**

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

39 **C. CONFIDENTIALITY OF CRITICISM:** Any criticism by an administrator or supervisor of
40 an employee and/or the employee’s performance or any criticism of an administrator or
41 supervisor by an employee will be made in private and not in the presence of students,
42 parents, co-workers or members of the public. Each party shall have the right to a witness
43 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.
3. The District shall provide space and resources necessary to host investigatory, grievance, and other Espanola-NEA related meetings, including access to available technology and software necessary to facilitate remote meetings for the employee.

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.
- c. The supervisor will provide a written response to the grievance within ten (10) days of receipt of the written grievance. If the employee desires to pursue the issue, the employee shall file a written grievance with the Superintendent within five (5) days of the Level One decision by the Immediate Supervisor.

2. LEVEL TWO. APPEAL TO THE SUPERINTENDENT OR DESIGNEE:

- a. The written grievance shall be filed with the Superintendent within five (5) days of the Level One decision by the Immediate Supervisor.
- b. At the Superintendent's discretion they may appoint an Executive Director/Director/Deputy Superintendent to resolve the grievance.
- c. Upon the filing of the grievance the parties will schedule a mutually agreed upon meeting to attempt to resolve the issue, within a ten-day time frame. If the District believes that the initial grievance is not timely the grievant shall be notified within the time period identified for Level Two. If the employee is not represented by the Española-NEA, the District will notify the Española-NEA that a bargaining unit grievance has been filed and the date and location set for attempting to resolve the issue shall be identified.
- d. The Superintendent or designee will provide a written response to the grievance within five (5) days of the Level II grievance meeting. If the grievance is not resolved, for whatever reason, at this level, the employee and Espanola-NEA may submit the grievance to Arbitration within 10-days of receipt of a written response by the Superintendent or designee.

3. LEVEL THREE. ARBITRATION:

The grievance is submitted to arbitration by providing the Superintendent and/or designee with a written notice of submittal to arbitration within ten (10) days of receipt of a written response by the Superintendent or designee.

- a. Within ten (10) days of filing for Arbitration the grievant shall submit a written request to the Federal Mediation and Conciliation Service (FMCS) for an unrestricted list of seven (7) arbitrators. This cost shall be shared equally by the parties.
- b. Within ten (10) days of receipt of the list of arbitrators the parties will meet to select an arbitrator. The parties will alternate striking names until only one name remains. The grieving party shall strike the first name.
- c. The remaining individual shall serve as the arbitrator.
- d. The arbitrator so selected will hear the grievance and issue a decision as soon as possible. The arbitrator's decision shall be in writing and set forth the findings of fact, the reasoning for the findings, and a conclusion on the grievance heard. The

1 arbitrator will be without power or authority to make any decision which requires
2 the commission of an act prohibited by law or which is in violation of the
3 Collective Bargaining Agreement. The arbitrator's award is subject to judicial
4 review pursuant to the standards set forth in the Uniform Arbitration Act. The
5 decision of the arbitrator shall be submitted to the Superintendent and the
6 Española-NEA and will be final and binding on the parties.

- 7 e. The cost for the services of the arbitrator, his/her travel, lodging, and cost of the
8 hearing room, will be borne equally by the parties. All other costs will be borne
9 by the party incurring the cost.
- 10 f. The arbitrator's decision constitutes a final and binding determination pursuant to
11 the Uniform Arbitration Act [44-7A-1 to 44- 7A-32 NMSA 1978]. Such award is
12 subject to judicial review pursuant to the standards set forth in the Uniform
13 Arbitration Act.

14
15 **D. PARTICIPANTS IN THE PROCESS**

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

24 **E. GENERAL PROVISIONS**

- 25 1. If, in the judgment of the Union, a grievance affects a group or class of employees,
26 the Union may initiate and submit such grievance in writing with the Superintendent
27 directly. Such grievance shall be filed within twenty (20) days after the occurrence of
28 the event upon which the grievance is based.
- 29 2. If a grievance arises from the action or inaction on the part of a member of the
30 administration at a level above the principal or immediate supervisor, the grievant
31 shall, within twenty (20) days after the occurrence of the event upon which the
32 grievance is based, submit such grievance in writing directly to the Superintendent.
- 33 3. The grievance document shall include:
- 34 a. The name, address, and phone number of the grievant and representative;
- 35 b. The name and worksite of the employee against whose actions the grievance is
36 directed;
- 37 c. The Article, section, and specific language alleged to have been violated, *if*
38 applicable;
- 39 d. A description of the relief requested, for example "to be made whole" is not a
40 sufficient description;
- 41 e. The date of delivery of the grievance; and
- 42 f. The signature and signing date of the grievant(s) and the representative.
- 43 4. It is understood that the grievant and the Española-NEA's processing of grievances
44 shall be conducted during non-duty time.
- 45 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, 2023, bargaining unit employees will receive an increase to the base rate of pay as follows:

1. Certified Staff and Ancillary: 6%
2. Classified staff
 - a. Custodian and Food Service: 9%
 - b. Office, Clerical, Specialists, Coordinators, Data Analysts, Maintenance, Skilled trades, Technical, Human Resources, and Financial Support and Middle management: average of 13%, but no less than 6%
 - c. Education Assistant: 6% or \$25,000 annual salary, 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) [1]	\$500	
DECA Sponsor *** <i>Payable if Grant Funding Available.</i> (min 10 members) [1]	1,000	

<i>SPECIFIC POSITIONS</i>	<i>EVHS</i>	<i>CFVMS</i>
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	

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<i>DISTRICTWIDE</i>																
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															
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 border="1"> <thead> <tr> <th>Level</th> <th>Enrollment</th> <th>Stipend</th> </tr> </thead> <tbody> <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> </tbody> </table>	Level	Enrollment	Stipend	Level 1	Under 100	\$375	Level 2	101–330	\$750	Level 3	331–450	\$1,000	Level 4	451 and above	\$1,500
Level	Enrollment	Stipend														
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)	\$750 per semester / \$1500 per year															
Bilingual – Biliteracy Seal Mentor/Advisor	\$500 per semester															
IEP/SAT Bilingual Interpreter/Translator	\$192.50 per semester															
Bilingual Point of Contract (per school site building)	\$250.00 per semester															
Elementary Science Fair District Coordinator	\$1000															
School Health Assistant Supervision. A school health assistant authorizes a trained individual to help the schools Registered Nurse with the implementation of the school’s health assistant. <i>It is required</i> that the health assistant must work under the license of the Registered Nurse . 25153	\$5,000															

DISTRICTWIDE	
<p>Transportation Increment: On a one-year basis, only, each staff member who works full-time at Abiquiu and lives 20 miles or more from their worksite shall receive an annual increment of two thousand dollars (\$2,000). Home addresses will be verified by staff member's home utility bill and presented at the outset of the 2023-24 AY. <i>Those hired after the beginning of the year and meet the above criteria will receive a prorated amount for said academic year.</i></p>	<p>\$2,000 Full-time Abiquiu employees</p>
<p>Retention Stipend: All eligible full-time (1.0 FTE) EPS Staff for SY 23-24, only, employed on the first day of SY 23-24 are eligible for three retention incentives as follows:</p>	<p>- \$200 end of first 9 weeks of SY - \$200 end of second 9 weeks of SY - \$200 end of third 9 weeks of SY</p>

1

CERTIFIED ONLY	
Clerical/Non-instructional	\$25
Teacher/Tutoring	\$35
Prof Development (Product Oriented)	\$30
Prof Development (Mandatory Meeting)	\$25
Prof Development (Presenter/Trainer)	\$400 full day \$200 half day
E.S.P. ONLY	
EA Paraprofessional/Tutoring under direction of licensed teacher	\$18
Prof Development (Product Oriented)	\$18
Prof Development (Mandatory Meeting)	\$18

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

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D. 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 next school year.

Duty and Duty Description	Line Item	Amount	Type
<p><u>Medicaid Social Worker Supervision.</u> <i>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.</i></p>	25153	\$5,000.00	District Wide
<p><u>Speech and Language Supervision.</u> <i>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.</i></p>	25153	\$5,000.00	School Site Assignment

Duty and Duty Description	Line Item	Amount	Type
<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

1 **Article 38. Insurance**

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

10 SY 2023-24 Categories

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Less than \$50,000 20% / 80%	\$50,001 - \$70,000 30% / 70%	Greater than \$70,001 40% / 60%
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- 12 1. Participants in these insurance programs will have their premiums deducted through
13 payroll deductions and will be provided a copy of the plan information as provided by
14 NMPSIA.
- 15 2. The District will continue to offer eligible full-time employees open enrollment periods
16 as offered by NMPSIA. Employees will be notified of any such open enrollment periods.
- 17 3. If an employee experiences any change in employment or marital status which creates a
18 need for the employee to enroll or change enrollment in any of the approved plans, the
19 employee may do so only if permitted by law, NMPSIA regulations, or provisions of the
20 contract between NMPSIA and the respective insurance carrier.
- 21 4. The District will continue to provide professional liability and Worker’s Compensation
22 coverage for employees in accordance with state law.
- 23 5. Subject to applicable laws and regulations, the district will continue to provide access to
24 the Internal Revenue Code Section 125 “Cafeteria Plan” benefits as offered at the
25 inception of this Agreement. Any changes to said offerings shall be reviewed by the
26 parties, which in turn, will make recommendations to the Superintendent and the Board
27 for approval.
- 28 6. Employee shall be entitled to invest in tax-sheltered annuities and deferred compensation
29 programs available through the business office by payroll deduction. Tax-sheltered
30 annuities, deferred compensation programs, and supplemental insurance programs
31 offered through the Union are eligible for payroll deduction. Deductions shall be made
32 and forwarded to the investment company.
- 33 7. Upon separation, termination, or leave-without-pay, employees may continue their
34 insurance benefits through COBRA.
- 35 8. The Española-NEA President may request a meeting to discuss issues related to insurance
36 benefits. Such meeting shall be scheduled at a mutually acceptable time and place during
37 non-duty time.
- 38 9. Upon employment with the district, each employee will be provided an explanation of the
39 insurance benefits and options, including those available through the Union for members.
- 40 10. These adjustments will be implemented effective the first full pay period of the
41 employee’s school year.

1 **Article 39. Official Notification**

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

4 **Article 40. Agreement Controls**

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

18 **Article 41. Complete Agreement**

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

32 **Article 42. Agreement Duration**

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

38 **Article 43. Severability**

39 If any provision of this Agreement or any application thereof is determined by a final order of an
40 administrative agency or court of competent jurisdiction to be contrary to law, the affected
41 provision shall be rendered null and void. All other provisions not affected by the illegal

1 provision shall remain in full force and effect. The provision determined to be contrary to law
2 shall be renegotiated by the parties provided either party submits a written request to reopen
3 negotiations no later than ten (10) calendar days after the parties knew or reasonably should have
4 known that the provision was contrary to law.
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1 **Article 44. Signatures**

2 IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of June,
3 2023.

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Jeremy Maestas, President,
Española Public School Board

Date

Holly M. Martinez, Superintendent

Date

President, Española-NEA

Date

Appendix A. CBA Salary Schedules 2023-2024

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

Appendix B. CBA Salary Schedules 2023-2024