

Collective Bargaining Agreement  
between

MCFUSE

and

Gallup McKinley School District

July 1, 2011

to

June 30, 2012

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## **ARTICLE 1. INTRODUCTION/PURPOSE RECOGNITION**

1. The parties to this Agreement are the Gallup McKinley County School District ("District") and the McKinley County Federation of United School Employees ("Union"). This Agreement was entered on the 1<sup>st</sup> day of July, 2011 in, Gallup, New Mexico. The District recognizes the Union, pursuant to two Certifications of Majority Support and Bargaining Status, each issued by the State of New Mexico Public Employee Labor Relations Board on February 27, 2008, as the exclusive representative of all employees in the two bargaining units, which consists of classified unit employees (all regular custodial, food services, maintenance, and receiving/delivery personnel, and all bus drivers, assistant bus drivers and mechanics) and certified unit employees (all regular licensed/certified professional employees) except for supervisory, managerial, confidential, noncertified, casual, or substitute employees.

2. The purpose of this agreement is to enable the District to provide the very best environment in which to educate the students of the Gallup McKinley County Schools. The District and the Federation support the promotion of harmonious and cooperative relationships between the parties to provide for the orderly and uninterrupted operations and functions of the system that offers the students the best possible education.

3. The District hereby recognizes the McKinley County Federation of United School Employees as the exclusive representative as per the Public Employees Bargaining Act, for all regular Licensed/Certified professional employees (teachers, counselors, nurses, librarians, diagnosticians, School Psychologists, Interpreters of the deaf, Occupational, Speech Language, and Physical Therapists) and Blue Collar School Employees (Custodians, Food Services, Maintenance, Receiving/Delivery, Bus Drivers, Assistant Bus Drivers and Mechanics).

4. This Agreement is the only Agreement between the parties and replaces all previous agreements. This Agreement shall become effective upon ratification by the bargaining units and the District School Board of Education and signature by the MCFUSE President and District Superintendent of Schools, who will sign the Agreement after ratification by both parties.

## **ARTICLE 2. DEFINITIONS**

1. Use of one gender shall be interpreted as including the other gender.

2. Unless otherwise specifically defined elsewhere in this Agreement, the following definitions shall be applicable throughout the Agreement:

i) "Act" means the New Mexico Public Employee Bargaining Act [NMSA 1978, 12-7E-1 to 10-7E-26]

ii) "An Assignment," with regard to vacancies and transfers, shall mean a transfer initiated by the Superintendent to secure the highest efficiency for educational programs.

iii) "Appropriate Bargaining Unit" or "Bargaining Unit" means a group of public employees certified by the PELRB or local labor board for the purpose of collective bargaining.

iv) "Board" shall mean the Gallup McKinley School District Board of Education.

v) "Calendar" shall mean the calendar negotiated and agreed upon by the parties.

vi) "Certified Employees" shall mean any person holding a valid certificate authorizing the person to teach, supervise an instructional program, counselor provide special instructional services in the public schools of the State of New Mexico.

vii) "Classified Employees" includes the following class, Custodians, Food Services, Maintenance Personnel, Receiving/Delivery, Bus Drivers, Assistant Bus Drivers, and Mechanics.

viii) "Critical condition" is a situation which creates a threat to public health, welfare, safety, or would seriously threaten:

(a) The functioning of Government;

(b) The preservation or protection of property; or

(c) The health or safety of any person.

ix) "District" shall mean the Gallup McKinley County School District #43.

x) "Emergency" means a one-time crisis that was unforeseen and unavoidable.

xi) "Employee" shall mean an employee within the bargaining unit for which the Federation has been recognized as exclusive representative.

xii) "Federation" shall mean the McKinley County Federation of United School Employees.

xiii) "In-service time" shall mean a work day or a portion of the work day during which the certified employee is not assigned teaching duties, but the certified employee is participating in professional development activities.

xiv) "Just Cause," related to an employee's discharge, means a reason that is rationally related to an employee's competence or turpitude or the proper performance of the employee's duties and that is not in violation of the employee's civil or constitutional rights. (NMSA 22-10A-2(G)).

xv) "Just Cause," related to any other provision in this document means Just Cause as defined by common law. The parties specifically agree that the just cause

standard applied to any other provision in this document is not the same just cause standard which is defined in the New Mexico School Personnel Act.

xvi) "Licensed Employee" shall mean all licensed/certified bargaining unit employees who possess a license in accordance with state law and the Public Education Department (PED) regulations and standards.

xvii) "Preparation Day" shall mean a work day during which a certified employee is not assigned teaching duties, but the certified employee is involved in professional preparation.

xviii) "Superintendent" shall mean the Chief Executive Officer of the Gallup McKinley County School District.

xix) "Tenured Employee" means an employee who has been employed by the District for three consecutive years.

xx) "Transfer," with regard to vacancies and transfers shall mean a move from (1) one worksite to another Initiated by a bargaining unit employee.

xxi) "Union" or "Federation" means the McKinley County Federation of United School Employees.

xxii) "Work Day" shall mean any day during which a certified or classified employee is required to report to work for duty.

xxiii) "Vacancy," with regard to vacancies and transfers, shall mean an unfilled bargaining unit position which the District will fill.

### **ARTICLE 3. AGREEMENT CONTROL**

1. This Agreement has been executed and will be implemented in accordance with the Laws of the State of New Mexico.

2. If any District policy, regulation or directive is in conflict with any provision of this Agreement, the language of this Agreement shall control.

3. Unless otherwise specifically stated herein, the provisions of this Agreement shall apply equally to all employees. The provisions, conditions, and requirements of this Agreement shall apply only as specifically identified for each employee classification.

### **ARTICLE 4. FEDERATION RIGHTS**

1. These provisions shall not be granted to any other labor organization.

i) The Federation will be permitted to use the employee mailboxes at District worksites for the distribution of appropriate literature. The Federation shall not distribute libelous material or political campaign material. The Federation will attempt to comply

with all written requests by employees who register a written request to the Federation not to receive Federation material.

- ii) The Federation may use meeting areas in district buildings provided advanced scheduling has been made with the District or building supervisor.
- iii) Space in each employee break area at each work site will be provided to the Federation for the maintenance and use of a bulletin board. The space shall be not greater than nine square feet.
- iv) If requested by the Union in writing, the District will provide the Federation any public information, no later than fifteen (15) calendar days after the request was made.
- v) The Federation will be allowed to schedule and conduct meetings at worksites provided the meetings do not interfere with the instructional schedule/work day or conflict with events previously schedule by the District. Duty time shall include preparation time. Permission to conduct Federation business during preparation time may be granted by the worksite supervisor or Superintendent under special circumstances.
- vi) The Federation building representative and executive officers are recognized as Federation leaders in their respective worksites. This recognition carries with it the right of the representatives to carry out their Federation responsibilities. Such responsibilities will not normally be carried out during duty time.
- vii) The Federation representative will report to the worksite supervisor's office prior to any site visit.
- viii) The building representatives and executive officers shall have the right to bring to the attention of the work site supervisor all matters pertaining to bargaining unit employees, organizational rights of the Federation and other concerns of the employees. The federation or any employee may not solicit membership while the employees are on duty.

2. Federation officials and/or representatives who are not District employees shall have the right to visit work sites for the purpose of conducting representational business, provided "the visit does not interfere with the duty schedule of the employees involved and that prior notice is given to the work site supervisor. If the work site supervisor is not available, the supervisor's assistant. In the event the representational business involves the supervisor, prior arrangement of the visit shall be made through the supervisor or the supervisor's office following the visitor's policy at each site.

## **ARTICLE 5. DUES DEDUCTION**

1. The District shall continue to provide payroll deduction of Federation membership dues in the amounts designated by the Federation, for all employees who voluntarily authorize the deductions.

2. Request for deductions shall be honored by the District provided the deduction request is submitted to the District's Payroll Office on a form authorized by the Federation. The deductions shall be made from the employee's paychecks for each pay period.

3. The authorizations may be submitted at any time and the deductions will commence on the following pay day provided the authorization is submitted at least five (5) days prior to the pay day, otherwise deductions will commence on the subsequent pay day.

4. The deductions shall be sent to the Federation no later than ten (10) working days following each pay date the deductions were made. The Federation agrees to render the District harmless for any actions resulting from compliance with this provision of the agreement and assumes total responsibility for the disposition of the funds so deducted and once the funds have been received into the Federation's bank account.

5. Employee deductions may be terminated at any time by the employee submitting a written notice to the Payroll Office. Any time the Payroll Office receives a written request to terminate dues deductions, the written request will be scanned and sent via email to the Union President within five working days of receipt. Any time the Union President receives a written request that deductions cease, he or she shall scan, xerox or fax a copy of the written request and send it via email, fax, or hand delivery to the Accounting Assistants II in the Payroll Office.

## **ARTICLE 6. DISTRICT RIGHTS**

1. The District retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Mexico, the Public Employee Bargaining Act, and District Policies except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement. The District shall also have specific management rights, including but not limited to the following:

- i) The District shall retain all rights in accordance with applicable Federal and State laws and District Policies;
- ii) To determine the mission of the District and its departments;
- iii) To set standards for academic performance and evaluation;
- iv) To direct employees of the District and conduct evaluation and judgment of an employee's skill, ability, efficiency, and general performance;
- v) To hire, transfer, assign, and retain employees in positions within the district; and to suspend, discharge, demote, terminate or take other disciplinary action against an employee; in instances of discharge or termination of employees with three consecutive years of service in the District, the State Personnel Act Procedures will prevail.
- vi) To maintain the efficiency of the operations;

vii) To determine the methods, means, and personnel by which such District operations are to be conducted; and

viii) To take such other actions, including but not limited to subcontracting work or utilizing management personnel to complete bargaining unit work, as may be necessary to fulfill or otherwise to carry out the functions and responsibilities of the District as imposed by law and further, to provide uninterrupted services and instruction to its students and citizens in situations of emergency. Subcontracting, when used by the District, shall be for the purpose of supplementing rather than replacing bargaining unit employee work.

2. The District shall have the right to make such reasonable rules and regulations, not otherwise abridged or limited by this Agreement, respecting the conduct of employees as may, in the District's sole discretion, be deemed necessary or appropriate for maintaining order, safety, and/or efficiency of its operations, subject to the requirement that the District shall bargain with the Union over the impact of professional and instructional decisions it makes.

## **ARTICLE 7. EMPLOYEE RIGHTS**

1. When an employee is disciplined, to specifically include discharge or termination, such action will be taken in accordance with applicable law and just cause. The applicable law for termination, (NMSA 22-10A-24) and for discharge (NMSA 22-10A-27) will be followed.

2. An employee may be accompanied and represented by a Federation representative at any discharge or termination proceedings.

3. An employee may be placed on administrative leave with pay pending the outcome of an investigation.

4. Any meeting that an employee is requested to attend with the immediate supervisor, or principal, the general topic shall be identified and relayed to the affected employee. An employee may be accompanied by a Federation Representative at any meeting which will result in formal documentation being placed in the employee's personnel files. An employee may be accompanied by another employee to any meeting, with the administration, initiated by the employee.

5. A Federation representative or other employee may not accompany an employee to any evaluation conference.

6. Nothing in this Agreement shall prohibit an individual from processing a grievance individually.

7. An employee may request to review the employee's own official personnel file, excluding pre-employment information, contained in the Personnel Services Department by providing at least twenty-four (24) hours written notice to the Assistant Superintendent of Personnel Services or designee. The file may be viewed during normal business hours of the Personnel Services Department and in the presence of the Assistant Superintendent of Personnel Services or designee.

i) The District will honor reasonable requests for a copy of a document in the employee's file. The District will charge a fee of no more than \$0.05 per page for the first ten (10) pages, and \$0.10 for any additional pages.

## **ARTICLE 8. EMPLOYMENT PROCEDURES**

1. Employees will be provided a copy of their job description upon request. Job descriptions shall be on file in the District Central Office. Job descriptions will be updated as deemed necessary by the District.

2. The District shall provide the Federation with names and school/department affiliation of new hires and the names of employees who have severed their employment status with the District no later than thirty (30) days following Superintendent's action on the hiring or separation.

## **ARTICLE 9. SENIORITY**

1. Seniority shall be defined as length of continuous service with the District applied to current endorsement area classification held. District seniority credit shall commence with the employee's most recent date of hire.

i) In the event a classified employee transfers into a new classified job category, that employee shall carryover all seniority for the time spent in other positions.

ii) In the event a certified employee transfers into a new certified job category, that employee shall carryover all seniority for the time spent in other certified position, except moving from a classified position to a certified position.

2. Time spent on an unpaid leave of absence shall not be counted toward seniority credit. However, the time spent on approved unpaid leave of absence shall not represent a break in service. Time spent on paid leave of absence shall be counted toward seniority credit. In the event two or more employees have the same seniority, their names shall be placed in a lottery and chosen at random by the District with the Union's President or his or her designee present during the drawing.

3. The District will maintain a seniority list of all employees in the bargaining unit. The list will include the employees and the date of hire of each employee. The Union will be provided a copy of the seniority lists of all employees in the bargaining units upon written request from the Union once per school year or if a reduction in force is announced.

4. Time in an administrative position in the District will not be counted toward seniority.

## **ARTICLE 10. WORK YEAR-CERTIFIED**

1. The work year is based upon the school calendar, with the understanding that the calendar may be subject to emergency changes. A certified employee who is assigned additional workdays beyond the contracted work year work shall be compensated at their daily rate of pay.

2. At the beginning of the work year, up to three (3) days may be scheduled for certified employee orientation, staff meetings, professional development and classroom preparation. Up to the last two (2) days of the work year may be scheduled for professional development (i.e.-data analysis), recognition, and classroom checkout. Up to five (5) additional full days, and up to nine (9) additional half days may be scheduled during the work year for professional development (i.e. data analysis).

3. The following employees work one hundred eighty-four (184) days: Licensed/Certified employees; SAS, Career and Elementary Counselors; Nurses, Interpreters, Instructional Support Coaches, Early Childhood Coaches, Early Childhood Support Specialists, Technology Support Teachers, and Early Childhood Interventionists.

4. The following employees work one hundred ninety-three (193) days: Librarians, and System Support Specialists.

5. The following employees work two hundred three (203) days: Specialists and Secondary Counselors.

6. EDC Ancillary staff work two hundred three (203) or two hundred twenty-three (223) days.

7. School Based Facilitators work one hundred ninety-three (193) or two hundred three (203) days.

## **ARTICLE 11. LICENSES, ENDORSEMENTS AND CERTIFICATION**

### **A. Minimum Qualifications**

1. All teachers, counselors, librarians, administrators, specialists, instructional support employees (educational assistants and special education assistants), and ancillary employees, must possess the training and education required by the New Mexico Public Education Department to hold a valid license in the appropriate area of assignment.

### **B. Licensure Requirements**

1. The responsibility of obtaining a valid New Mexico teacher/administrator license lies with the employee, **not** the Personnel Office.

2. A valid license must be on file in the Personnel Office within three months from beginning employment duties in accordance with NMSA §22-10A-3. Otherwise, the District shall no longer compensate the employee.

i) Administrative action will be initiated to remove the employee from the District, either by resignation or discharge. This information is also stated in the licensed teacher/administrator contract and/or state law.

3. Although it is not the responsibility of the Personnel Office to obtain the required license of the teacher/administrator, the Personnel Office staff will assist employees.

4. In accordance to the Public Education Department regulations, the District cannot employ anyone in a position requiring a license by the New Mexico Public Education Department without a valid license. Employees should let the Personnel Office know if they are having problems with obtaining licensure.

5. Specific licensure requirements and instructions for Licensing and Continuing Licensure Renewal Forms are available in the Personnel Office or the Public Education Department website.

6. The Personnel Office requires copies of any information sent to the employee by the State Licensure Office. The information is used to maintain current information regarding the process of the employee in the licensure process.

#### **C. Skilled Trades**

1. Skilled trades positions other than apprentices will be appropriately licensed/certified in their respective skilled craft by the New Mexico Construction Industries Division.

2. The Personnel Office requires copies of current licenses/certifications by the New Mexico Construction Industries Division. The information is used only to maintain current information regarding the progress of the employee in the licensure/certification process, and to determine eligibility for appropriate increment.

#### **D. Testing an Licensure Fees**

1. Any fees associated with obtaining the appropriate license, endorsement and/or certification for employment are the responsibility of the employee or applicant.

#### **E. Additional Licenses, Endorsements or Certification Requirement**

1. In the event that the District requires an employee to obtain additional licenses, endorsements, and/or certifications, the District will reimburse the employee for tuition paid for up to three (3) hours of credit each semester upon successful completion of coursework.

2. If the District requires an employee to obtain additional licenses, endorsements, and/or certifications, the District will offer paid professional leave for the employee to travel to a testing institution and will reimburse the employee for the fee associated with the license, endorsement or certification test upon receipt of license, endorsement or certification.

## **ARTICLE 12. WORK YEAR-CLASSIFIED**

1. The work year of bargaining unit employees will be determined by School Board in compliance with state law and in accordance with the school calendar. The number of days may be adjusted to meet the minimum requirements by the New Mexico Public Education Department (NMPED) and state and federal law.

2. Non-exempt hourly employees will be paid overtime over forty (40) hours in a week in accordance with the Fair Labor Standards Act (FLSA). Overtime and emergencies requires prior written/or verbal authorization from the employee's immediate supervisor.

3. The work year for Bus Drivers shall be each day transportation-related services are required to transport students to and from school. Workdays shall begin one (1) workday earlier than the scheduled school calendar for in-service, orientation and staff meetings. The work year is based upon the school calendar with the understanding that the calendar may be subject to changes, but such changes which are made by the District shall not affect a change in the required total number of workdays in the work year.

4. All Classified employees shall have a two hundred forty-six day work year except as noted below:

- i) Food Service - one hundred eighty-two (182) days;
- ii) Bus Drivers - one hundred seventy-eight (178) days

## **ARTICLE 13. CERTIFIED EMPLOYEES-WORK WEEK**

1. General Provisions: The Superintendent of Schools shall establish working hours in accordance with the New Mexico Public Employee Bargaining Act as required by workload and the efficient management of personnel resources. GMCS will provide MCFUSE with notice of any long-term change that lengthens the normal work week beyond 37.5 hours for certified employees.

i) School offices are to be open from 8:00 AM to 4:00 PM daily unless the Superintendent of Schools has approved an alternate schedule. The duty day schedule for employees may be adjusted by the supervisor or Superintendent of Schools to accommodate work site or District requirements.

ii) The payroll workweek begins at 12:00 AM Saturday and ends 11:59 PM on the following Friday. The workweek for employees may vary dependent upon job classification.

iii) Certified employees who wish to leave the worksite during the workday shall request leave time from their immediate supervisor/principal and complete a leave form.

iv) School based employees shall work a maximum of thirty-seven and one half (37.5) hour work week, exclusive of lunch. School based educators may be called

upon to perform such additional services outside the regular school day or outside school property, up to an average of four (4) hours per month, where necessary to carry out individual job duties or expectations or in connection with school-sponsored programs, activities, functions, events, or staff meetings. The parties agree that the calculation of the average hours per month will be over a semester period.

v) Parent/Teacher conference time will be scheduled at each school worksite once each semester. The Parent/Teacher Conference day will equal the hours of a standard workday.

vi) Professional preparation time is work time and can be used for professional development, meetings, and instructional preparation as needed.

vii) Each Middle and High school teacher shall receive a daily preparation period equal in length to the standard single period for the given day. Elementary preparation time is based on individual school's specials schedules.

viii) Each teacher shall have a daily continuous, uninterrupted, duty free lunch period of at least thirty minutes (30) minutes in length scheduled by the principal and may be taken on the premises or off the school premises after signing out. A teacher who volunteers for a duty assignment during their established lunch period shall be compensated at the District's established rate.

ix) On a workday when worksites cannot be opened for the regular schedule due to extreme cold, severe snow or other emergencies, the District may announce an abbreviated schedule for that workday. Certified employees are required to report to their worksite two (2) hours after their normally scheduled report time. On a workday when worksites cannot be opened for the regular schedule due to extreme cold, severe snow or other emergencies, the District may cancel the workday. Potential make-up days may be identified on the school calendar.

## **ARTICLE 14. CLASSIFIED EMPLOYEES-WORKDAY**

### **A. General Provisions**

The Superintendent of Schools shall establish working hours in accordance with the New Mexico Public Employee Bargaining Act as required by workload and the efficient management of personnel resources.

1. The payroll workweek begins at 12:00 AM Saturday and ends 11:59 PM on the following Friday. The workweek for employees may vary dependent upon job classification.

2. Classified employees who wish to leave the worksite during the workday shall notify their immediate supervisor and shall fill out a leave request form.

**B. Classified Personnel**

1. Custodians, maintenance and operations, mechanics, receiving and delivery work a forty (40) hour workweek. Additional hours may be assigned as required by workload and will be compensated according to the Fair Labor Standards Act.

2. Classified employees may be assigned to shifts by their immediate supervisor based upon work requirements. The supervisor will make the final decision on who is assigned, changing work schedules and making assignments that fall outside the standard work day/week on an equitable basis.

3. Classified employees may be required to work overtime whenever it is deemed necessary and falls outside the workday/week by the immediate supervisor. No employee shall be permitted to work overtime or restructure work periods without the prior approval of the immediate supervisor and/or administrator.

4. On a workday when worksites cannot be opened for the regular schedule due to extreme cold, severe snow or other emergencies, the District may announce an abbreviated schedule for that workday. On a workday when worksites cannot be opened for the regular schedule or an abbreviated schedule due to extreme cold, severe snow or other emergencies, the District may cancel the workday and may schedule a make-up day. However, cooks' and bus drivers' schedules will be determined by their supervisor. Potential make-up days may be identified on the school calendar for Classified employees.

**C. Work Day For Classified Personnel, Except As Otherwise Stated In This Article**

1. A normal workday for Classified employees is eight (8) hours.

2. Classified employees shall have a daily, unpaid, lunch period of between thirty (30) minutes and one (1) hour in length as scheduled by their supervisor and may be taken on or off the work site, but within the community where the employee was working prior to the lunch period.

3. The supervisor shall schedule one (1) fifteen (15) minute break before lunch and one (1) fifteen (15) minute break in the afternoon. This break shall be taken on the job site, and cannot be combined with the lunch period

4. On a workday when worksites cannot be opened for regular schedule due to extreme cold, severe snow or other emergencies, the District may announce an abbreviated schedule for that workday. Classified employees are required to report to their respective worksite. A reasonable allowance shall be made for the late arrival. A reasonable allowance shall be granted without loss of pay.

5. Classified employees shall be responsible for performing support functions/duties as identified by the District, on an equitable basis and in accordance with New Mexico law.

**D. Work Day For Food Service**

1. Food Service employees may be assigned lunch times that are appropriate for proper food preparation and serving duties.
2. The normal work day for Food Service Employees may consist of a minimum of three (3) hours up to a maximum of eight (8) hours with the understanding the hours may increase or decrease in accordance with the Public Education Department Student Nutrition Division's regulations and guidelines.
3. The supervisor will schedule one (1) fifteen (15) minute break before lunch and one (1) fifteen (15) minute break in the afternoon for employees who work eight (8) hours per day. The supervisor will schedule one fifteen (15) minute break for employees who work at least four (4) hours, but less than seven (7) hours per day. Such breaks must be taken at the worksite.
4. Food service site-managers are expected to monitor freezers and coolers during breaks longer than three consecutive days. Employees will be compensated for their time.

**E. Workday For Bus Drivers**

1. Bus Drivers will work the necessary hours to complete the assigned to and from bus routes.
2. On a workday when worksites cannot be opened for the regular schedule due to extreme cold, severe snow or other emergencies, the District may announce an abbreviated schedule for that workday. Bus Drivers shall be required to report to their worksite on a two (2) hour delay schedule. On a workday when worksites cannot be opened for the regular schedule or the abbreviated schedule due to extreme cold, severe snow or other emergencies, the District may cancel the workday and may schedule a make-up day.

**F. Overtime For Classified Employees**

1. A Classified employee shall be compensated for every hour, or portion thereof, worked. Pre-approval of overtime by the supervisor is required. Overtime may be assigned to employees when determined to be necessary by the supervisor. Work assigned by a supervisor and worked by the employee who exceeds forty (40) hours per work week will be compensated as required by the FLSA Employees may be compensated in pay or in compensatory time off at the rate of Time and a half, at the discretion of the employee.
2. Employees called back to work for an assignment that is not contiguous with the employee's workday shall be paid for the actual time worked plus reasonable travel time.
3. The workweek is defined as 12:00 AM. Saturday through 11:59 pm on the following Friday. Pre-approval of overtime by the supervisor is required. Overtime may be assigned to employees when determined to be necessary by the supervisor. Paid leave will be counted toward the computation of overtime as per FLSA Employees called back to work for an assignment that is not contiguous with the employee's workday shall be paid for the actual time worked plus reasonable travel time from their assigned work site.

4. "On-call" or "stand-by" time is defined as time that an employee is required to be ready to report for duty or respond to a work related call during his time off where he cannot use his time off freely. An employee designated as "on-call" shall remain within contact by telephone and be prepared to respond within one (1) hour of a call. An employee designated as on-call will have a working phone and the number to that phone will be shared with his chain of command. Need for "on-call/stand-by" employees will be determined by the District on a trade by trade basis. If it is determined that a trade is needed all employees of that trade will be expected to share in "on-call" duties. Refusing or ignoring a call could lead to disciplinary action. District required on-call or stand-by duties shall be compensated at the rate of two (2) hours straight time pay for every week of duty. If the additional straight time pay causes the employee to exceed 40 hours in the week, the applicable overtime rate will apply. Any time worked will be paid at the applicable straight time or overtime rate. Any employee who is called out will receive a minimum of one (1) hour of pay at the applicable straight time or overtime rate.

#### **ARTICLE 15. STAFFING PATTERN, CLASS LOAD, AND TEACHING LOAD**

1. The District shall comply with the State Statutes and Public Education Department Regulations and Standards in determining staffing patterns, class loads, and teaching load.

#### **ARTICLE 16. PROFESSIONAL DEVELOPMENT**

1. Bargaining unit employees are required to attend district mandated trainings/meetings and are also encouraged to attend professional development opportunities made available by the district. If an employee is interested in other professional development opportunities, the employee may submit a travel request to the employees' supervisor for approval to attend such development.

#### **ARTICLE 17. ASSIGNMENTS**

1. The Superintendent may assign, reassign, and transfer personnel, and transfer personnel to secure the highest efficiency for educational programs.

2. Assignments for Cooks, Custodians, Bus Drivers, Bus Drivers Assistant and Maintenance Personnel shall be made prior to the first day of school, except in extenuating circumstances.

3. Changes in assignments at the building level may be made by the Supervisor. Assignment changes will not be made without prior consultation between the administrator and the employee(s) affected, and without notifying the Personnel Office.

4. Changes in assignment for the following year will not be made after the end of the school year without the employee being notified before the beginning of the following school year.

5. Staff affected by the assignment changes will receive written notice informing them of the change and the reason(s) for such changes.

6. Changes in staff assignments may be necessary after school is in session due to student enrollment or other factors but such changes will not be made without prior consultation.

## **ARTICLE 18. VACANCIES, TRANSFERS, AND ASSIGNMENTS**

### **A. Definitions**

1. "Vacancy" shall mean an unfilled bargaining unit position which the District will fill.

2. "Transfer" shall mean a move from (1) one worksite to another initiated by a bargaining unit employee.

3. "An Assignment" shall mean a transfer initiated by the Superintendent to secure the highest efficiency for educational programs.

### **B. Vacancies**

1. Postings of vacancies shall be maintained on the District's web site, Employment Opportunities Bulletin, and the job line. An interested employee applying for a vacancy shall complete an application or the internal transfer application and notify the principal/supervisor.

2. Each job class will be described by a class specification that provides class titles, a general broad description of duties and responsibilities, and qualification requirements. Classification specifications may be created or revised based on the appropriate job analysis conducted by the personnel department based on the needs of the organization.

3. The District shall fill vacancies on the basis of what is in the best interest of the students, program/instructional needs/requirements and the most qualified applicant.

4. The District shall notify the successful applicant as soon as possible after the hiring decision has been made.

### **C. Application Process**

1. Applications for employment will be made on the appropriate application forms as prescribed by the Personnel Office.

2. The appropriate application form must be properly completed and submitted to the Personnel Office to be considered for any vacancy.

3. All applications must have the original signature of the applicant that certifies to the accuracy and truthfulness of all statements and information as provided on the application form.

4. Applications and all documents as specified on the advertisement must be submitted to the Personnel Office by the deadline date, before any consideration is made. Application packages will not be accepted at school sites.
5. Incomplete application packages will not be considered, nor referred to the department for further consideration.
6. The application process and procedures shall be posted on the District's web site, and available at the Personnel Office.
7. Classified (Licensed and Non Licensed) Positions
  - i) Applications for these positions are accepted only if a vacancy exists and is advertised on the Employment Opportunities Bulletin.
  - ii) An applicant may apply for up to three (3) vacancies on each application form at a time. If an opening occurs at a later time, another application form must be submitted.
8. Certified Positions
  - i) Applications for certified positions will remain active in the District's files for one calendar year.
  - ii) If an applicant is not selected for a position during the calendar year s/he applied in, s/he must contact the Personnel Office to notify them that s/he wants his or her application to remain active.
9. Copies of applications may be made, but the original application must remain in the Personnel Office.

**D. Transfers**

1. It is the policy of the Gallup McKinley County School District to consider employees already within the District, who have submitting a written request for transfer as described in this policy for placement in vacant positions before new applicants are reviewed. All things being equal, seniority will be considered
2. An employee may request a transfer at any time during the year.
3. All in-district applicants will be granted an interview if they meet the qualification requirements as advertised.
4. The Superintendent or designee may approve or disapprove personnel transfer requests in order to secure the highest efficiency for educational programs.
5. Classified (Licensed and Non Licensed)
  - i) Classified employees who wish to be considered for a classified position must complete the Internal Application for Classified Positions and obtain his/her administrator's/principal's signature acknowledging their intent to seek transfer.

ii) All employees considered for transfer must meet the minimum qualification requirements as stated on the class specification or job description for the position.

iii) The employee will submit the signed Internal Application for Classified Positions to the Personnel Office by the closing date specified on the advertisement.

6. Certified Staff

i) Requests for transfer must be made on the District's form, "Request to Transfer," and must be acknowledged by signature of the employee's current supervisor or administrator.

ii) The receiving supervisor or administrator acknowledges receipt of the request, signs it and returns the form to the employee.

iii) If a vacancy exists at the receiving school for which the transfer applicant is qualified, an interview will be conducted.

iv) Transfers within a building/worksite/department will not be made without notification by the administrator to the employee affected.

7. All employees requesting consideration for transfer, who are eligible and meet the position qualifications will be granted an interview. All qualified applicants will be asked the same questions during the interview process.

8. Disapproval of Transfer Request

i) If the request for transfer is disapproved by the supervisor or administrator, it must be so indicated on the same form, with a reason, and returned to the employee.

9. The following criteria will be considered when reviewing applicants for transfer:

i) Adaptability to the school program.

ii) Strengths as they apply to the overall program.

iii) Reason(s) for the request.

iv) Availability of positions.

v) Overall performance appraisal(s) and reference checks.

10. Transfers of staff will not be allowed thirty (30) calendar days before the employee's contract starts or during the contract year unless both the sending and receiving supervisor or administrator agree on the transfer.

11. Transfer forms are available at the building level and/or through the Personnel Office.

12. Transfer forms must have the immediate supervisor's signature. The signature only acknowledges the intent of the employee to seek a transfer and does not indicate approval of the transfer.

13. Employees seeking transfer may seek approval for the transfer from the Assistant Superintendent of Personnel or designee rather than the administrator/supervisor if either of the following conditions exist:

i) The employee cannot obtain approval from the employee's administrator/supervisor who is on less than a 12 month contract and is unavailable due to being between contracts; and/or

ii) The employee cannot obtain approval from the employee's administrator/supervisor or from the administration/supervisor of the position for which transfer is being sought because the administrator's/supervisor's position is vacant.

#### **E. Assignments**

1. The Superintendent may assign or reassign personnel to secure the highest efficiency for educational programs.

2. Changes in assignments at the building level may be made by the Supervisor. Assignment changes will not be made without prior consultation between the administrator and the employee(s) affected and without notifying the Personnel Office. Prior to such change, an employee will be given written notice of the change and the reason. The employee will be given the opportunity to voluntarily apply for other vacancies for which the employee is qualified.

3. If an assignment takes place during the school year, the employee will receive a five (5) working day notice.

4. Changes in assignment for the following year will not be made after the end of the school year without the employee being notified in writing.

5. Changes in staff assignments may be necessary due to student enrollment or other factors but such changes will not be made without prior consultation with the affected employee.

6. Prior to implementing a change in staff assignment, the District shall consider reassigning the last hired, qualified employee at the work site at issue or a qualified volunteer employee.

### **ARTICLE 19. SPECIAL EDUCATION**

1. The District shall provide employees with the reasonable training and documentation necessary to meet the student's educational, behavioral, and/or medical needs. Requests for such training will be evaluated, prioritized and provided by district-staff, supplemental services or other volunteer resources.

2. Employees with responsibility for any special education student shall be invited to attend all scheduled IEP meetings when necessary.

3. Employees with responsibility for any special education students shall receive materials, supplies, and support to meet the student's IEP.

## **ARTICLE 20. STUDENT DISCIPLINE**

1. The parties recognize that student deportment and respect for others are essential components for a successful and productive educational program, academic success of students and the safety of employees and students.

2. All building administrators and staff share the responsibility for providing an environment that is conducive to teaching and learning.

3. Student discipline will be applied in accordance with District policy, Public Education Department regulations and state law. The principal has the responsibility for administrating and implementing all procedures according to the District's Students Disciplinary Policy.

4. The Principal shall have primary responsibility for administering the District's student discipline policy through the enforcement of sanctions and consequences intended to remediate or eliminate the disruptive behavior.

5. Employees shall be the initial source of discipline for all students under their direct supervision. An employee shall take reasonable action as permitted under policy and law to properly discipline a disruptive student prior to referring the student and the problem to administration. An employee shall refer to the administration a student whose behavior prevents instruction and/or threatens the safety of either an employee or other students.

6. The District shall honor reasonable requests for training on classroom behavior management or individual student discipline.

7. Any employee who observes any criminal act on school property shall first insure the safety of students and staff, then report the act to the building administration. The employee shall cooperate with administration on any ongoing investigation.

8. An employee shall be informed of any formal complaint made to the administration by a parent or guardian concerning the disciplinary action taken by the employee with a student.

9. Employees shall use appropriate techniques deemed acceptable by the District, in order to maintain a safe working environment for students and staff.

10. With regard to student discipline, the principal or his or her designee will inform the referring party of whether any action was taken and, if so, identify action as either discipline or counseling. The parties agree, however, that imposition of student discipline is solely within the discretion of the district.

11. In cases of chronic or extreme disruption, the teacher may request a conference with the principal, parents or others as necessary.

## **ARTICLE 21. PROGRESSIVE DISCIPLINE**

1. The principles of progressive discipline shall be applied, but not limited to actions defined in the NMAC 6.60.9.9 (New Mexico Administrative Code - Standards of Professional Conduct). Disciplinary actions are defined solely as suspension without pay, involuntary demotion, discharge or termination. It is recognized that progressive discipline will be implemented at the appropriate level based on the severity and the frequency of the infraction and the employee's total record for the current school year. Termination or discharge for employees will be in accordance with the New Mexico School Personnel Act (NMSA §22-10A-1 et seq.).

2. Employees who are terminated or discharged and have not been employed by the District for three consecutive years shall be subject only to the procedures contained in the New Mexico School Personnel Act.

3. Disciplinary action which does not involved termination or discharge shall be based upon just cause, as defined by common law, and subject to the grievance procedure contained in this Agreement. The parties specifically agree that the just cause standard applied to such disciplinary action is not the same just cause standard which is defined in the New Mexico School Personnel Act.

## **ARTICLE 22. EMPLOYEE INVESTIGATIONS**

1. The District has the right to investigate all allegations of employee misconduct and insubordination.

2. The District may choose to place an employee on administrative leave with pay during an investigation.

3. During an investigation no documentation related to the matter under investigation, excluding: the Administrative Leave Letter, and the Affidavit of Service, will be placed in the employee's district official personnel file.

4. Employee investigations shall be conducted expeditiously and in accordance with appropriate law. Before disciplinary action is taken against the employee by the District, the affected employee will be provided the opportunity to respond.

5. If an accused employee requests Federation representation at the response hearing, such request will be honored.

6. Prior to returning to work following an investigation, a meeting between the affected employee and the appropriate supervisor will be scheduled in an attempt to create a positive transition.

**ARTICLE 23. STUDENT GRADE CHANGES**

1. Licensed/certified teachers will assign the student's grades. The District may change a course grade provided the change is based upon articulated reasons that are stated in writing, such as extenuating circumstances, additional graded work submitted by the student, additional or make-up testing, or any other meaningful criteria that can be verified. Additionally, prior to changing a course grade, the District shall make a good faith attempt to obtain the written input of the student's classroom teacher who issued the grade in dispute, who shall state reasons to support or oppose the requested grade change and shall not be pressured into or retaliated against for making a certain recommendation.

2. Nothing in this Article shall prevent a licensed/certified teacher or the District from changing or directing the changing of a grade due to clear clerical error or mistake without following the additional procedures outlined herein.

**ARTICLE 24. DRUG & ALCOHOL FREE WORK PLACE/DRUG AND ALCOHOL TESTING**

**A. Drug-free Workplace**

1. The GMCS District will make a good faith effort to maintain a drug free environment through the implementation of this policy.

2. No employee engaged in work in connection with the Gallup McKinley County School District will unlawfully or without a prescription manufacture, distribute, dispense, possess or use on or in the workplace narcotic drugs, hallucinogenic drugs, marijuana or any other controlled substance.

3. "Workplace" is defined to mean the site for the performance of work, including any school building or school premises; school owned vehicle or other school approved vehicle used to transport students to and from school or school activities; off school property during school sponsored or school approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district where work is performed.

4. As a condition of employment, each employee will notify his or her supervisor of a conviction of any criminal drug violation occurring in the workplace, no later than five (5) days after such conviction.

5. As a condition of employment, each employee will abide by the terms of the school district policy respecting a drug free workplace.

6. An employee who violates the terms of this Article may be placed on suspension as agreed to by the employee, or terminated/discharged, at the discretion of the Superintendent. In addition, an employee may be referred to law enforcement for any violation of this policy.

i) In the alternative, the Superintendent may require an employee to satisfactorily participate in substance abuse assistance or rehabilitation recognized and

certified program approved by the Superintendent. This treatment option applies to the first offense only.

ii) If the employee fails to satisfactorily participate in such program, the employee will be subject to non-renewal of employment contract or employment, may be discharged/terminated, at the discretion of the Superintendent.

#### 7. Alcohol Free Work Place

i) No employee engaged in work in connection with the Gallup McKinley County School District will distribute, dispense, possess, use or smell of alcohol in the workplace.

ii) "Workplace" is defined in the Drug free work place section

iii) As a condition of employment, each employee will notify his or her supervisor of any conviction of driving while under the influence of alcohol, no later than five (5) days after such conviction.

iv) As a condition of employment, each employee will abide by the terms of the school district's policy respecting an alcohol free workplace.

v) An employee who violates the terms of this Article may be placed on suspension as agreed to by the employee, or terminated/discharged at the discretion of the Superintendent. In addition, a violation of the law in terms of this policy could also result in the employee being referred to law enforcement agencies.

vi) In the alternative, the Superintendent may require an employee who violates the terms of this policy to satisfactorily participate in substance abuse assistance or rehabilitation recognized and certified program approved by the Superintendent.

vii) If the employee fails to satisfactorily participate in such program, the employee will be subject to nonrenewal of employment contract or employee may be placed on suspension as agreed to by the employee, or discharged/terminated, at the discretion of the Superintendent. This treatment option applies to the first offense only.

8. Employee Assistance Policy shall NOT be construed to authorize or condone an employee's possession, use or presence under the influence of drugs or alcohol on school property or during duty hours or in connection with any school sponsored activity or event for which the employee has work related responsibilities. Nor shall an employee assistance policy excuse incidents of employee misconduct while on duty.

9. Such conduct by an employee must be addressed pursuant to the District's Substance Abuse Policy.

### **B. Drug & Alcohol Testing**

1. Employees who transport students on school related activities, transportation department employees, maintenance and operation employees, and receiving and delivery

employees shall be subject to random drug and alcohol testing, **in** accordance with national and state laws, rules and regulations,

2. Any employee is subject to drug or alcohol testing if the supervisor has reasonable suspicion that the employee is under the influence of drugs or alcohol including but not limited to slurred speech, odor of alcohol or masking agents, watery/red eyes, or clumsiness,

3. Any employee who is driving a school vehicle while in an accident may be tested for the use of drugs or alcohol within three hours. As a condition of employment, each employee will notify his or her supervisor immediately of an accident in a school vehicle.

## **ARTICLE 25. PERSONNEL FILE**

1. The District shall maintain one official personnel file for each employee. The file will be maintained in the district office of Personnel Services.

2. Supervisors/Administrators may maintain a separate working file, at their worksites.

3. The supervisor/administrator shall provide an employee with a copy of any document in the file.

4. The employee shall be permitted to review material contained in the employee's file at the worksite, permitted the employee follows the same guidelines for review as outlined in the Employee Rights section of this Agreement.

5. The employee may submit a written response to any document in the file.

6. An employee shall be permitted to review material contained in the employee's file.

7. An employee wishing to access their personnel file shall provide advanced notice. The District shall remove all pre-employment material from the file prior to review by the employee. A designated Personnel Services designee shall be present during the file review. The file reviewer(s) shall sign and date a form maintained in the personnel file.

8. The official personnel file shall be open to inspection by the Superintendent, administrators, or legal agents of the Board, provided the inspection is conducted for the purpose of legitimate District business and is restricted to a review of the pertinent material.

9. Other than for purposes of routine District business, the file reviewer shall sign and date a form attached to the employee's official file to record all access to the file.

10. The District will honor reasonable requests for a copy of an accessible document in the employee's file. The District will charge a fee of no more than \$.05 per page, for the first 10 pages, and \$.10 for any additional copies.

11. An employee may be accompanied by a Federation representative or an individual selected by the employee while reviewing the employee's file.

12. 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 file. The employee shall be asked to sign the document to verify his/her receipt, and shall have an opportunity to have a response appended to the document.

#### **ARTICLE 26. HEALTH AND SAFETY**

1. The District will continue to provide healthful and safe working conditions for all employees.

2. The District will continue to comply with all applicable health and safety codes, regulations and laws.

3. The District will provide appropriate training and equipment as required by law or the Public Education Department to employees assigned to hazardous work duty as defined by state and federal law.

#### **ARTICLE 27. TEACHING ENVIRONMENT**

1. The parties recognize that teaching is the main and primary responsibility of a Certified employee. The assigning of non-instructional duties shall be on an equitable basis.

2. Teachers shall receive a minimum of 48 hours notice of assemblies, presentations, group or individual testing, except in cases of emergency.

3. Employees shall be provided with the basic supplies deemed necessary by the district to fulfill their responsibilities in their assigned positions.

4. The parties recognize that classroom interruptions should be kept to a minimum when possible, except in cases of emergency.

#### **ARTICLE 28. EMPLOYEE EVALUATION**

1. The primary purpose of employee evaluation will be the improvement of performance.

2. All employees will be advised of the evaluation procedure and instruments prior to being evaluated.

3. Employees shall be evaluated by the principal or other administrative personnel trained in evaluation procedure.

4. Employees shall be evaluated on the cycle set forth in the District's evaluation plan in accordance with PED regulations governing employees, evaluation and the evaluation plan approved for the District by the Public Education Department.

5. Employees will be evaluated at least once a year. Employees will be given a copy of their written evaluation and will be given the opportunity to review the evaluation with their supervisor prior to its submission to the personnel file. The employee shall sign and date the evaluation indicating acknowledgment that the employee has read and understood the evaluation. The employee will be afforded the opportunity to place comments in the appropriate space on the evaluation form or the employee may submit a written response to the evaluation which will be attached to the evaluation document.

6. If the supervisor or principal identifies deficient performance on the part of the employee, the employee may be evaluated at any time or the supervisor/principal may construct a Professional Growth Plan (PGP) to reflect remedial action and resources needed to eliminate the deficiency. The supervisor or principal may amend the employee's professional development plan (PDP) with input from the employee to reflect action needed to meet performance standards. The supervisor or principal will offer and recommend assistance and establish mutual timelines. The PGP shall be measurable and obtainable.

7. Complaints from students, parents and/or other employees, deemed by the District to be valid, will be brought to the attention of the employee by the supervisor during the course of the evaluation.

## **ARTICLE 29. LEAVES AND ABSENCES**

1. Provision has been made by the board of education for authorized absences from duty for good cause. Absences have a very negative impact on the students' instructional programs and leave should not be abused or over utilized. Absence may be approved for:

- i) Temporary Leave
  - (a) Sick Leave
  - (b) Vacation Leave (12 Mos. Employees)
  - (c) Personal Leave
  - (d) Bereavement/Funeral Leave
  - (e) Military Reserve
  - (f) Volunteer Emergency Responder Job Protection Act
  - (g) Dangerous Travel
  - (h) Professional
  - (i) Civic Duty
- ii) Extended Leave
  - (a) Family and Medical

(b) Military Service Leave

(c) Leave of Absence without Pay

2. All leaves, with or without pay, require advance approval except in emergency situations, in which case approval of leave will be considered after the fact.

3. School employees are expected to comply with all the provisions of their employment contract or agreement and rules and regulations governing their employment. Absence from the job may be approved only in accordance with this Agreement.

4. Unauthorized absences may be considered breach of contract or employment agreement and will result in salary deductions. In extreme cases, unauthorized absences may be used as grounds for dismissal.

5. Unless otherwise set forth in the agreement, all applications for extended leaves of absence shall be submitted to the superintendent no later than thirty (30) days prior to the requested commencement of the leave or in the event of an emergency, as early as possible.

6. Upon return from any paid leave, the employee shall be credited with the same accrued leave that the employee had at the time the leave commenced, minus any leave taken.

7. During an employee's absence, the District will take the necessary arrangements that will minimize the disruption of the instructional program to the students.

8. Leave may be taken full or half-day increments when a substitute is hired. All leaves, with or without pay, require advance approval except in emergency situations, in which case approval of leave will be considered after the fact.

9. Leave without pay will be in effect when an employee has exhausted all leave. Unauthorized leave taken by an employee will be considered leave without pay. Leave without pay will be determined by the supervisor. An employee on leave without pay will be docked at the employee's daily rate. An employee's employment status with the District may be terminated/discharged when an employee fails to report to work for a period of three (3) consecutive working days and notification was not given to the employee's supervisor during such absence, except in emergency, when such absence was justified.

### **ARTICLE 30. BEREAVEMENT/FUNERAL**

1. Each employee will be granted a maximum of five (5) paid leave days per school year in the event of a death of an employee's immediate family without deduction from sick, personal, or annual leave. In extenuating circumstances, the Superintendent may grant additional days; these additional days will be charged to the earned sick or personal leave.

2. For the purpose of this article, "immediate family" shall include an employee's spouse, child, grandchild, parent, siblings, grandparents, son/daughter-in-law, sister/brother-in-law, mother/father-in-law, others who may reside in the same household, person who is acting in

the place of a parent, or other persons approved by the superintendent or designee. Bereavement leave is not cumulative and unused bereavement leave will not become sick leave.

3. Employees may be excused with the approval of their immediate supervisor to attend funeral services of relatives other than those defined as immediate family and/or friends as defined in this agreement. Funeral leave is subject to the approval of immediate supervisor and time granted will be deducted from Bereavement Leave.

### **ARTICLE 31. PERSONAL LEAVE**

1. Employees are entitled to use two (2) days or more of their sick leave each school year for personal leave (without loss of pay), depending on their carry-over balance from the previous year, as follows:

- |      |                             |                          |
|------|-----------------------------|--------------------------|
| i)   | Up to 29 Days of Sick Leave | 2 Days of Personal Leave |
| ii)  | 29-39 days of Sick Leave    | 3 Days of Personal Leave |
| iii) | 40+ days of Sick Leave      | 4 Days of Personal Leave |

2. Requests for Personal Leave shall be submitted to the employee's principal or other immediate supervisor for approval at least one (1) week prior to the commencement of such leave (except in cases of emergency). With regard to personal leave requests, employees may, but need not specify the reason for the personal leave request.

3. The employee shall sign the request for leave, indicating that the leave is being taken under the conditions stated above.

4. Personal Leave may not be used to extend a school/district holiday, except in cases which the highest efficiency of educational programs is not affected and the supervisor approves the leave.

### **ARTICLE 32. LEAVE OF ABSENCE WITHOUT PAY**

1. Apart from circumstances covered by the Family and Medical Leave Policy, leave of absence without pay may be granted at the discretion of the board of education to personnel who have worked continuously for three years upon application, in writing, to the superintendent of schools.

2. Such application shall specify the beginning and termination dates of the proposed leave period and the reason for the request.

3. In no case, however, shall the proposed leave period exceed one calendar year from the specified beginning date. Such application may be acted upon by the Board in regular session upon recommendation of the superintendent.

4. Personnel who are on Leave of Absence Without Pay are not considered to be employees of the district during the leave period.

5. Leaves of absence shall be granted upon the following terms and conditions, unless specifically varied by written agreement between the Board and the staff person applying for leave:

i) The applicant for a leave of absence shall diligently pursue the stated objective of the leave in good faith and shall promptly notify the superintendent in the event that the objective is achieved before the expiration of the specified leave period.

ii) If the leave of absence extends beyond April 1, of a school year, the applicant shall notify the superintendent in writing on or before April 1, that he or she wishes to be considered for employment for the following school year.

iii) Upon return from a leave of absence, the district is only obligated to assign the applicant to a vacant position for which the applicant is qualified which is in the following year's budget. This determination is not governed by the district's reduction in force policy, if any.

(a) The district is not obligated to terminate, reassign or otherwise remove any other employee, to create a position for the applicant, nor is it required to hold open the position previously filled by the applicant or to create a new position for the applicant.

(b) Determination of whether a vacant position exists, (a budgeted position that has no incumbent) shall be made by the District.

(c) If no vacant position exists at the time of this determination, the applicant shall have preference for vacant positions which become available prior to the beginning of the next school year.

6. Failure of an employee to notify the superintendent's office of intention to return to regular employment at least thirty (30) days prior to the termination of the leave period shall be construed as a resignation and relieves the Superintendent of reemployment liability.

7. An employee granted a leave of absence by the Superintendent shall not lose accumulated sick leave.

8. Leaves of absence will not be granted to take other employment outside Gallup McKinley County Schools, or to go into business.

9. Persons returning to work, who have been on a Leave of Absence Without Pay, must complete a New Employee Packet and applications to become eligible for district group benefits.

### **ARTICLE 33. RELEASE TIME TO PURSUE UNIVERSITY CREDIT**

1. The Board of Education of the Gallup-McKinley County Schools recognizes and supports the need for GMCS employees to enroll in planned university study programs which will lead toward and Associates of Arts degree (A.A), a Bachelor of Arts (B.A.), Bachelor of

Science (B.S.), Master of Arts (M.A.), Doctorate of Education (Ed.D.), Doctorate of Philosophy (Ph.D.), or required course work for appropriate licensure. Therefore, the Board supports the concept of release time from work for employees to pursue university-level course work.

2. Only GMCS employees enrolled in a planned university studies program for an AA, BA, BS, MA, Ed.D., Ph.D, or other course work required for appropriate licensure may apply for release time from work to pursue university-level course work.

3. Release time will be granted only when there is a documented need and approval by the principal or immediate supervisor. The planned program must be required for maintaining employment with GMCS or satisfy a need of the District as identified by the principal or immediate supervisor.

4. Approved release time to pursue university course work shall not exceed an average of 3 hours per week. If additional time is needed, the principal or immediate supervisor and the employee must negotiate how that time can be provided and approval must be granted by the Superintendent.

5. The employee must present proof of enrollment to the principal or immediate supervisor before release time can be granted.

6. Release time shall be for attending scheduled classes and other class related activities, such as observations, required as part of the planned educational program of studies, that cannot be completed outside of work hours.

7. An employee receiving GMCS funding for tuition or related fees to attend classes and is granted release time must sign an agreement to accept employment with GMCS and to remain in the District three (3) years following the last semester of approved release time if employment is offered.

8. An employee paying for his/her own education and is granted release time must sign an agreement to accept employment with GMCS at the ratio of one-year employment for each one-year of approved release time if employment is offered. For example, an employee granted release time for two years must agree to employment with GMCS for two years following completion of the degree program if employment is offered.

9. An employee not offered a contract for subsequent employment with GMCS after having been granted release time, is released from the provisions in paragraphs 7 and 8, above. Further, the granting or approval of release time shall not be construed as binding GMCS to renewing employment with the employee or offering subsequent contracts to the employee.

10. Each employee approved for release time must verify attendance to each class by securing the signature of the professor on a form provided by GMCS to verify attendance. The form may be reviewed by the principal or immediate supervisor weekly. The form shall be placed in the employee's personnel file at the end of the semester.

11. Each employee approved for release time must provide the principal/supervisor a copy of the grade slip or whatever documentation used by the university to verify completion of the course. Tills proof of completion shall be placed in the employee's personnel file.

12. Applications for release time shall be made on the form(s) developed by the Curriculum and Instruction Department. Procedures for applications must be submitted with the appropriate recommendations from the principal or immediate supervisor for final approval by the Superintendent.

13. The maximum number of years that employees are eligible to use release time under tills agreement is as follows:

- i) AA up to three years
- ii) BA/BS up to six years including time for AA if applicable
- iii) MA/MS up to three years
- iv) PhD/EdD up to four years

**ARTICLE 34. FAMILY AND MEDICAL LEAVE ACT OF 1933 (FMLA).**

- 1. The District shall abide by the Family and Medical Leave Act (FMLA).

**ARTICLE 35. CIVIC DUTY LEAVE**

1. Leave with pay will be granted to employees called to serve on jury duty. The employee shall be permitted to retain any travel reimbursement received from the court and any per diem for services rendered to the court before or after the employee's regular workday. Jury Duty-The District authorizes leave with pay for employees to serve required jury duty, provided that all payments received by the employee from the court as compensation for their services, exclusive of travel, and jury duty orders shall be remitted to the school district.

2. Leave with pay will be granted to employees to attend a legal proceeding in Court or an administrative hearing where the employee is either a party to the case or is required by a lawful subpoena to testify, provided that all payments received by such employee pursuant to the subpoena exclusive or reimbursement for travel expenses shall be remitted to the school district to offset the time off the job.

3. All applications for such leave shall be made to the immediate supervisor or principal.

4. Paid leave will not be granted under this section where the employee is a party against the District.

5. Leave without pay or personal leave, if available, will be granted to an employee to appear in court to assert or protect the employee's own interest.

6. Voting-Registered voters may receive authorization for up to two hours paid absence from work to vote in tribal, state or federal elections. The length of absence will be granted at the discretion of the immediate supervisor.

**ARTICLE 36. MILITARY LEAVE**

1. The District shall abide by all federal and state statutes, rules and regulations pertaining and/or relating to military service.

**ARTICLE 37. PROFESSIONAL LEAVE**

1. Professional leave of absence may be granted to District employees, with pay, for any contract day absences which are required because of approved professional commitments and are in the best interest of the school district. Professional leave falls into two main categories:

2. Instate professional leave/travel:

i) Must have approval of the site administrator. The Board of Education does not approve this leave.

ii) Travel requests for this leave, as for any leave, must have authorization granted at least one week prior to departure.

iii) The travel request must have the signatures of the site administrator, the appropriate Assistant Superintendent and the Superintendent.

3. Out of state professional leave/travel:

i) Must be approved by the site administrator, the appropriate Assistant Superintendent, and the Superintendent.

ii) The Superintendent will then propose the leave to the Board of Education for its approval. Board approval is required for out of state travel.

iii) The travel request form must have the above signatures, and approval one week prior to departure.

iv) The following guides will be used in granting release time and/or travel expenses for professional leave value of meeting or conference; funds available in the appropriate budgets; availability of a substitute, if necessary.

v) Per Diem may be paid as provided in state law and board policies. The necessary forms and/or procedures are available at the Business Office.

4. The Board of Education may require that the employee taking the professional leave make a report to them of the content of the training and its impact on the District, in writing and/or orally, at a subsequent Board meeting.

**ARTICLE 38. PAID SICK LEAVE**

1. Sick leave is authorized time off from work by an eligible employee for medical purposes. This includes but is not limited to illness of the employee or eligible members of the

employee's family for an incapacitating or contagious illness, medical needs or illness that requires treatment or visits to a licensed practitioner, medicine man or health related counselor.

2. Sick Leave may be requested/approved for the following:
  - i) Self illness, injury, pregnancy, childbirth, or disabling medical condition;
  - ii) Persons residing in the employee's household illness, injury, childbirth, or disabling medical conditions; or
  - iii) Immediate family not residing in the employee's household serious illness, serious injury, or disabling medical conditions.

- (a) The immediate family of an employee is defined as the spouse, child, grandchild, parent, siblings, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or others who may reside in the same household, a person who is acting in the place of a parent, or other persons approved by the superintendent's designee.

- iv) Any immediate supervisor or building principal, upon observing or receiving information indicating sick leave abuse or a pattern of misuse by an employee, may request that the employee submit a pertinent statement from a physician in order for the absence to be charged to sick leave. The statement must support the absence fully or salary shall be deducted for the entire period of absence.

- v) Teachers or school employees who work directly with children are encouraged to schedule appointments with medical care providers after the conclusion of the instructional day. When an employee is unable to schedule an appointment after the instructional day, sick leave may be requested. The employee's supervisor will make a record of approved and utilized sick leave and deduct hour per hour.

- vi) Sick leave will accrue at the following rates:

- (a) 178 day Employees after 1 full year of employment by the District, and provided that their bus run is at least 4 hours per day receive 4 days per year. However, 178 day employees who work 8 hours a day will follow the 182 day employee accrual and limit.

- (b) 182,184 & 193 day Employees 12 Days per Year

- (c) 203 & 210 day Employees 13 Days per Year

- (d) 220 & 223 day Employees 14 Days per Year

- (e) 246 day Employees 15 Days per Year

3. Sick Leave will accrue as follows:

Length of Contract in DAYS	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
182/184	0	3	1	1	1	1	1	1	1	1	1	0	12.0
193	0	3	1	1	1	1	1	1	1	1	1	0.5	12.5
203	0	3	1	1	1	1	1	1	1	1	1	1	13.0
210	0	3	1	1	1	2	1	1	1	1	1	1	13.5
220/223	3	1	1	1	1	1	1	1	1	1	1	0.5	14.0
246	3	1	1	1	1	2	1	1	1	1	1	1	15.0

i) 178 day employees accrue as described above.

4. Sick leave will be approved and granted after its accrual and not in advance of accrual. If the employee has exhausted sick leave and need to take sick leave, the supervisor will submit a Dock In Pay to the Personnel Office.

5. The employee may continue to participate in the health plan at the established district policy rate while still carried on payroll. When dropped from the payroll, the employee may be allowed to continue health coverage by applying directly to the Insurance Authority under COBRA requirements.

6. Unused sick leave may be allowed to accrue without limit until the employee leaves the school district. Employees who intend to retire must submit their intent to retire to the Personnel Office by April 15, submit a retirement letter to the superintendent by June 15, and complete the contract year in which they retire to qualify for sick leave reimbursement. Upon retirement, accrued and unused sick leave will be paid out at the rate of \$25 per day.

7. Use of sick leave for more than three consecutive days due to the employee's own serious health condition, or to care for a spouse, son or daughter, or parent, with a serious health condition as defined in the Personnel Handbook (Family and Medical Leave Policy), shall be considered use of Family and Medical leave, and use of such leave shall be subject to the requirements of the Family and Medical Leave policy, regarding medical certification, and substitution of paid sick leave for Family and Medical Leave.

8. Sick Leave Bank. A pool of sick leave days is available for eligible employees to draw upon when an unusual or catastrophic illness, disability, or injury occurs that requires extended hospitalization or home confinement for the employee.

i) To be eligible for participation in the Sick Leave Bank, the employee must voluntarily contribute one (1) day of accrued sick leave to the Sick Leave Bank and have completed one full year with the District.

ii) All accrued sick leave, personal, and vacation leave (when applicable) must be used before the eligible employee will be considered for withdrawal of sick leave days from the Bank.

iii) Staff members who are on a leave of absence are not eligible to participate in the Bank.

iv) Rules and regulations regarding the eligibility and participation in the Sick Leave Bank are available from the Personnel Office.

v) The Board of Education reserves the right to terminate the Sick Leave Bank at the end of any fiscal year.

### **ARTICLE 39. VACATION LEAVE**

1. Vacation Leave, for purposes of this policy, is defined as authorized, paid leave earned on a prorate basis by non administrative and classified employees on a 246 day contract as follows:

i)	1 year	10 days
ii)	2 years	11 days
iii)	3 years	12 days
iv)	4 years	13 days
v)	5 years	14 days
vi)	6 years	15 days

2. Vacation leave will be approved and granted after its accrual and not in advance of accrual.

3. Vacation leave should be taken in the same fiscal year or the succeeding fiscal year as earned. A maximum of fifteen (15) days of Vacation Leave may be accumulated and carried over to a succeeding year for classified and non administrative employees on a 246 day contract.

4. Employees moving from a contract length of less than 246 days to a 246 day contract will start at year 1 earning vacation leave. The number of vacation days will be prorated based on start date of 246 day contract.

### **ARTICLE 40. DANGEROUS TRAVEL LEAVE**

1. Leave may be granted for dangerous traveling conditions when returning to the school district from a holiday or on work days when severe travel conditions exist. Dangerous traveling conditions must be verified in writing by a law enforcement official or local transportation official. Forms for this leave are available from your principal or supervisor and

should be taken with the employee when traveling during the school year, and when dangerous conditions exist.

#### **ARTICLE 41. REDUCTION IN FORCE**

1. INTRODUCTION - This policy is adopted as the procedure by which reductions in personnel who are covered by this agreement may be accomplished.

2. BOARD DISCRETION - The Board may develop educational policies for the District, so long as the state educational standards and statutorily-required standards are met. The Superintendent, in carrying out the educational policies of the Board and administering and supervising the District, shall exercise his or her discretion in accordance with this policy in assisting the Board to determine when decreased enrollment, financial exigency or other causes justify a reduction in personnel.

3. GROUNDS JUSTIFYING REDUCTION IN FORCE - Situations that justify a RIF shall include the following:

- i) Documented decrease in student enrollment or documented reduced student demand for or participation in programs or activities;
- ii) Documented decrease in revenue:
  - (a) Because of a decrease in student enrollment;
  - (b) Because of a loss or reduction of tax revenues;
  - (c) Because of a reduction of state, local, or federal financial support;or
  - (d) Because of inflation reducing the value of revenues received or significantly increasing costs of operation;
- iii) Change in the educational program of the district, as determined by the Board, in its good-faith exercise of discretion;
- iv) Consolidation or de-consolidation involving the district;
- v) Court orders;
- vi) Orders of the New Mexico Public Education Department or any other New Mexico Governmental body with oversight authority over the District;
- vii) Legislative mandates;
- viii) Unanticipated financial or programmatic exigencies identified by the Superintendent which warrants initiation of a RIF process.

4. GOOD FAITH DETERMINATION - The Superintendent and the Board shall exercise discretion in good faith, in determining that a RIF is necessary. The determination shall

be based on bona fide and documented educational considerations, and shall not be subterfuge for discharging or terminating licensed personnel without just cause or for impermissible reasons.

5. TIMING OF REDUCTION IN FORCE -A RIF may occur at any time during the calendar year when the Superintendent and Board, in their discretion, determine that it is justified and the procedures prescribed herein are applicable and are followed. Solely with regard to any RIF that will be effective outside of the affected employee(s) contract period, the RIF may be based upon projections of future enrollment, revenues or expenses, and the subsequent receipt of more revenue than expected or a subsequent saving of projected expenses shall not invalidate any actions previously taken in good-faith reliance on such projections.

6. DETERMINATION OF NEED FOR REDUCTION IN FORCE - Except as required by legislative mandate or orders of the New Mexico Public Education Department or any other New Mexico governmental body with oversight authority over the District, and to the extent that circumstances permit, the Superintendent, with the assistance of the administrative staff, shall report to the Board any circumstances which may ultimately require a RIF, in order that notice be given to the Union and District employees of the possibility of a RIF and so that consideration be given to means by which a RIF may be avoided. The District will notify the Union, in writing, of the anticipated RIF within twenty (20) work days prior to implementation of the RIF. The Union and the District shall meet within twenty (20) work days of notification to the Union in order to negotiate the impact of the RIF decision. Preparation of a RIF Plan shall not be necessary if the reductions can be accomplished through attrition (i.e. resignations, retirements, etc.), or by non-renewal of contracts for non-tenured staff.

i) Preparation of RIF Plan

(a) When the Superintendent concludes that a RIF is necessary, a plan for RIF shall be developed for presentation to, and approval of, the Board. The RIF plan shall identify positions to be discharged or terminated and shall focus upon the total educational program of the district and how it may be modified to reduce costs, programs and personnel while still providing the educational program required of school districts and the particular educational needs of the district. A RIF plan shall address particular programs, departments, school sites, content areas or activities if the causes for the RIF predominately impact that aspect of the educational program. Such impact shall be described in the RIF plan. The RIF plan shall include, but need not be limited to, the following:

(1) A description of all adjustments already made by the Administration in an attempt to avoid a RIF, if any (e.g. reduction by attrition, cuts in non-tenured staff, abolition of non-essential services or activities such as extra-curricular programs, etc.)

(2) A description of all adjustments already made by the Administration in an attempt to avoid a RIF, if any (e.g. reduction by attrition, cuts in non-tenured staff, abolition of non-essential services or activities such as extra-curricular programs, etc.)

(3) A description of all adjustments already made by the Administration in an attempt to avoid a RIF, if any (e.g. reduction by attrition, cuts in non-tenured staff, abolition of non-essential services or activities such as extra-curricular programs, etc.)

(4) A description of all adjustments already made by the Administration in an attempt to avoid a RIF, if any (e.g. reduction by attrition, cuts in non-tenured staff, abolition of non-essential services or activities such as extra-curricular programs, etc.)

(5) A designation of the part or parts of the total educational programs or particular program or activity in which the RIF is proposed and the number of positions proposed to be reduced in each program or activity;

(6) A designation of non-essential services or activities which are to be retained, to include co-curricular activities, athletic programs and other activities, with a justification for retaining such programs; and

(7) A discussion of alternatives (if any) considered by the Superintendent with an explanation as to why such alternatives were rejected.

(8) The Superintendent shall include in the RIF plan a listing of all extra-curricular, co-curricular and athletic programs or activities which shall be considered for rating points in the proposed RIF rating sheet and the proposed weight to be given each category of such programs or activities for discussion at the public meeting at which the RIF plan is considered.

ii) Board Consideration

(a) The Board shall consider the recommendations of the Superintendent for the adoption of the RIF plan at a duly-called Board meeting, the public notice of which announces that a RIF will be considered. The discussion and action on the plan shall be in open session; however, nothing herein shall restrict the Board from holding portions of those discussions in closed session, if such discussion would be proper under the New Mexico Open Meetings Act. The Board may allow such review, consultation, and comment by the Union, employees, and members of the public as the Board, in its discretion, deems appropriate. The Board may propose and adopt modifications to the plan recommended by the Superintendent as it deems appropriate. If a mid-year RIF is proposed which would require the discharge of tenured certified staff, the Superintendent and Board shall adopt a joint determination that as to the projected financial burdens to the District in the future and concluding the District cannot survive financially for the fiscal year already underway, if the RIF is not carried out. Any formal plan for a RIF shall be made available to all staff, by providing copies thereof in the office of each building principal and at the Superintendent's

office, within seven (7) work days after the final plan has been approved by the Board.

(b) Based upon the RIF plan approved by the Board, the Administration shall perform a study of the District's personnel to determine which person or persons must be wholly or partially terminated or discharged in order to implement the plan. The primary concern to be applied in making the RIF selections shall be the Board's interest in maintaining a sound and balanced educational program which is accredited and meets state and federal or regulatory requirements or standards, as well as the educational and extra-curricular program established for the District. In performing the study, the School Administration shall prepare a rating sheet and apply a point scale using the criteria applicable to the affected personnel specified in the following section.

#### 7. CRITERIA FOR SELECTION OF EMPLOYEES FOR RIF

i) Licensed Personnel: Tenured licensed personnel shall be retained in preference to non-tenured licensed personnel who have been employed by the District for less than three consecutive years of service.

(a) Holders of standard licensure will be provided preferential treatment in the RIF process as compared to holders of alternative licensure (pre-level one). A person with a standard license shall be retained in preference to a person with an alternative licensure within the same, presently assigned content area.

(b) A person who is fully licensed and teaching in the affected content area shall be allocated ten (10) points on the rating sheet.

ii) Endorsements.

(a) Licensed personnel possessing teaching endorsements recognized by the Public Education Department beyond those requested or required as qualifications for the individual's current assignment or content area shall receive an additional two (2) points per current valid endorsement, up to a maximum of six (6) points.

iii) Curricular and Extracurricular Licensing/Experience/Assignment.

(a) Licensing, experience and current assignment in the curricular, extra-curricular, or co-curricular activities which are to be retained as an integral part of the District's overall program for its students shall be considered as a qualification requirement, in addition to licensure status, in making selection of personnel to be released under this policy.

(b) Head coaches or trainers possessing current licensing as a coach or trainer who are also certified employees of the district shall be allocated one (1) points for each head coaching or training assignment up to a maximum of three (3) points for all current assignments. Licensed assistant coaches who are also certified employees of the district shall be allocated one-half (.5) point for each

assistant coaching assignment up to a maximum of one and one-half (1.5) points for all current assistant coaching assignments.

(c) The Board shall also grant up to, but no more than, three (3) points for current curricular, extra-curricular or co-curricular assignments, requiring specialized know ledge, training, expertise, or significant time commitment, but for which licensing is not available, in programs or activities which the Board has determined to retain as an integral part of its overall program.

(d) No employee may receive in excess of five (5) total points on the rating sheet for curricular, extracurricular, athletic or co-curricular assignments. The Administration shall include in the proposed RIF Plan a listing of all extracurricular, athletic and co curricular programs or activities which shall be considered for rating points in the proposed RIF rating sheet and the proposed weight to be given to each category of such programs or activities for discussion at the Board meeting at which the RIF Plan is considered.

iv) Service in District

(a) Tenured licensed personnel shall be retained in preference to licensed personnel who have been employed by the district for less than three consecutive school years of service.

(b) Each licensed individual considered for termination or discharge shall be awarded one (1) point for each year of full-time service during the most recent period of uninterrupted service with the district, prior to the current year, excluding approved extended leaves of absence, up to a maximum of twenty (20) points.

v) Education.

(a) The amount of credit for education shall be determined based on degree and additional hours:

(1)	B.A.	1 point
(2)	B.A. + 15	2 points
(3)	B.A. + 45 or M.A.	4 points
(4)	M.A. + 15	6 points
(5)	M.A. +45	8 points
(6)	Ed.D and Ph.D.	10 points

vi) Selection Based on Scores

(a) The Superintendent shall total the points allocated based on the criteria specified above. The person with the lowest score shall be the person who is released.

vii) Transfers/Reassignment

(a) If, as a result of the application of the selection criteria, a person is selected to be released from the affected program, but such person ("the affected person") is also licensed and qualified for another program(s) within the district, the person shall be considered for transfer or reassignment to such program(s). The fact that there are one or more other licensed employees within the program affected by the RIF who scored higher than the affected person, and that such person(s) may be licensed and qualified to teach or administer in other programs in the district, shall not require that the higher scoring persons be transferred or reassigned to the other program or programs, even if there is a vacancy in the other program or programs. The transfer/reassignment obligation shall not arise until after the selection of the person or persons to be released from program affected by the RIF and shall only apply to the person or persons selected for release. Consideration of transfer or reassignment of the affected person shall be governed by the following criteria:

(1) Existing Vacancy. If, upon the effective date of the termination or discharge due to a RIF, there is an existing vacancy in another program for which the affected person is licensed and qualified, he or she shall be transferred or reassigned to that vacant position. There shall be no obligation to create a vacancy to accommodate such person.

(2) No Existing Vacancy. Where the affected person is licensed and qualified for another program or programs in the district, but all such positions are currently filled, the selection criteria described above, subject to the modifications described below, shall be applied to determine whether the affected person will be transferred or reassigned to another program and another person, currently employed in the other program, shall be released.

(b) If the person is fully licensed for a position in another program or an administrative position but has not actually taught in such program or held such an administrative position during any part of the preceding five (5) school years, such person shall be considered qualified for transfer or reassignment to the other position.

## 8. Non-Licensed Personnel

i) Seniority shall be the primary criterion in determining which non-certified personnel shall be recommended for complete or partial termination in order to implement the RIF Plan. More senior non-certified personnel ordinarily shall be retained in preference to less senior non-certified personnel. However, where multiple positions and programs are affected by the RIF, the School Administration shall prepare a rating sheet which includes the following criteria in making the selection of employees:

(a) Specialized Qualifications/Licenses – Specialized training/certification or licensing directly related to the current job duties of the non-certified employee (e.g. electrician's license held by maintenance employee) may be allocated up to, but no more than, five (5) points.

(b) Service in District - Each noncertified employee rated shall be awarded one (1) point for each complete school year of full-time service during the most recent period of uninterrupted service with the District, up to a maximum of twenty (20) points. Periods of extended leave of absence without pay shall not be included. Where cumulative scores are equal, tenured noncertified individuals (those who have completed three full consecutive years of service in the District) shall be retained over non-tenured noncertified individuals.

(c) Selection Based on Scores. The Superintendent shall total the points. The person with the lowest score shall be the person who is released. The computations of the Superintendent, plus the rating forms on the persons considered for release, shall be available for review by the person released.

(d) Transfer/Reassignments: If, as a result of the application of the selection criteria, a person is selected to be released from the affected program, but such person is qualified for another program within the District in which a vacancy exists, that person shall be considered for transfer/reassignment to the other program.

9. Recall of Released Staff

i) For a period of one year after the effective date of the discharge or termination of any employee pursuant to this policy, the Superintendent shall offer to such person any position(s) which becomes available for which such person is licensed and qualified, provided that such person has complied with the requirements specified below.

(a) Every person discharged or terminated under this policy who wishes to be considered for recall, in the event that an opening occurs, must file with the Superintendent, within thirty (30) days after the effective date of the discharge or termination, a written statement indicating a desire to be considered for recall and providing an address at which the person may be contacted. Such person must notify the Superintendent of any change in address within ten (10) days after changing residences in order to ensure proper notification in the event of a recall.

(b) In the event that more than one interested person who was discharged or terminated within the calendar year prior to recall is qualified for the position by experience, training, and/or licensure to which a person will be recalled, the selection criteria of this policy will be applied to determine which person is to be recalled. The points accrued for "Service in District" and "Performance" shall be the same as when the persons were discharged or terminated, but additional points for any additional education earned after the discharge or termination which is directly related to the District's educational program shall be credited and considered.

(c) Any person selected for recall hereunder shall receive written notification of the recall, by certified mail, at the address provided. The recalled

person must accept the position offered through the recall in writing. Such acceptance must be received in the Superintendent's office within fifteen (15) calendar days after mailing of the recall notice to the person. Rejection of the offer, in writing or by failure to timely respond, shall result in forfeiture by the recalled person of any further recall rights under this policy. Thereafter, an offer of recall will be made to the next person qualified to be recalled, or if there is none, the position will be filled by another qualified applicant.

(d) Any person recalled pursuant to this policy shall have all accrued but unused sick leave restored and shall be given credit for all years of actual service in the district for salary purposes.

(e) After the one-year recall period has expired, any person discharged or terminated under this policy shall no longer have any right to be recalled. Such persons who wish to be reemployed thereafter shall file applications for employment and will be treated as would any other applicant for a vacant position.

## **ARTICLE 42. INSURANCE BENEFITS**

1. The District is a member of the New Mexico Public School Insurance Authority (NMPSIA) and will follow all guidelines and regulations required as a member. Upon employment with the District, each employee shall be provided a written explanation of the benefits offered to the employees. All eligible employees, including eligible bargaining unit employees, may participate in benefits offered by the District.

2. The District is a member of the New Mexico Public School Insurance Authority and participates in Risk Insurance offered by NMPSIA. The district provides such benefits to all employees, including bargaining unit employees. Specific coverage available is maintained by the district and available at the business office.

3. As authorized by the Internal Revenue Code (IRC), subject to applicable regulations, the District will permit participation by all eligible employees, including bargaining unit employees, in the IRS Section 125 Plan.

4. The District will provide a compliant IRC Section 403(b) Plan that permits all eligible employees, including bargaining unit employees, to authorize payroll reductions to authorized accounts within the Plan. Non-NMPSIA programs, including term life, loss of time, and specified disease coverage may be offered by payroll deduction upon authorization by the District.

5. Upon separation from employment with the District, employees may maintain their group insurance programs by contributing premiums as set forth in COBRA regulations as administered by NMPSIA.

6. Employees on approved unpaid leave of absence of greater than sixty (60) calendar days past any FMLA leave or Worker's Compensation leave may maintain their group insurance programs by contributing the employee and the employer portion of the premiums for the remainder of the employee's contract.

## **ARTICLE 43. RE-EMPLOYMENT NOTIFICATION**

1. All classified employees shall be notified, in writing, of their reemployment or termination before the last day of the school year. Licensed/certified employees shall be notified in accordance with the law.

## **ARTICLE 44. SALARY PROCEDURES AND ALLOWANCES**

### **A. Salary Procedures**

1. All employees, including bargaining unit employees, will be paid according to the Pay Date Schedule established at the beginning of each fiscal year. This schedule is established to provide timelines needed by District banking relationships, reporting timelines within the District, and information to employees of the District, including bargaining unit employees. Salary payment procedures include the following standards; any change will be communicated in a timely manner:

2. All salary pay dates are on the 10<sup>th</sup> and 25<sup>th</sup> of each month; if the 10<sup>th</sup> or 25<sup>th</sup> falls on a weekend or District-wide holiday, the pay day will be on the last work day immediately preceding the weekend or District-wide holiday.

3. District employees, including bargaining unit employees, may not request early release of their pay.

4. All employees will have contract salary amounts divided equally among the length of the employment contract; changes to the contract amount, caused by salary increments for additional duties, changes due to education or experience of the employee, or any change to the length or term of the contract, will be reflected in equal amounts for the remaining number of payments during the contract year.

5. Payroll deductions or salary reductions, either voluntary or involuntary, will be applied equally to the remaining length of the contract, pay period, or as specified in a legal or court ordered document, dependent upon the specific circumstance.

6. Non-contract pay or overtime pay, when pre-authorized by the District's authorized administrator, will be added at the regular pay date for current employees, or produced on paycheck for noncontract employees, will be available on the regular pay date for all employees as described in above; unauthorized work and the expectation of payment may result in disciplinary action.

7. At the end of the regular employee contract, final payment of employee contract amounts due will be paid to on the June 10<sup>th</sup> regular pay date with final payment on June 25<sup>th</sup>.

8. Flexibility, dependent upon the beginning date of each school year, will be needed in order to address the needs of newly hired and returning classroom employees.

9. Salary procedures will be the same for all employees; certified or classified bargaining unit employees and certified or classified non-bargaining unit employees.

10. Paychecks or Direct Deposit Stubs will be distributed to employees in a manner designed to preserve confidentiality.

**B. Certified Employees**

1. Each certified employee shall be paid in accordance with the approved salary schedule.

2. Certified employees shall receive one (1) year of experience on the salary schedule for each year of approved District or approved out of district experience. Certified ancillary personnel shall receive one (1) year of experience on the salary schedule for each year of approved District experience and one (1) year of experience on the salary schedule for every two (2) years of out of district experience. Ancillary staff are defined as audiologists, physical therapists, occupational therapists, psychologists, social workers, and speech language pathologists.

3. Certified employees shall be compensated for additional educational hours in accordance with the approved salary schedule.

4. For the purpose of this section, a year of out-of-District experience shall be defined as at least one-half (50%) of the work year of experience as defined by the reporting institution as a certified employee with another public school, a public college, a university or private school which is accredited by a recognized accreditation agency. A maximum of 20 years of verifiable experience shall be allowed at the time of initial employment.

5. A Certified employee shall receive credit on the salary schedule for education provided the certified employee requests that official transcripts or the Registrar's affidavit be sent from the universities or colleges to the District Central Office which corroborate the date, the degree, or hours were earned. The certified employee will be credited on the approved salary schedule for the additional degree or hours provided degree/course complete verification received by the District's Central Office no later than September 30<sup>th</sup>. A new employee who starts work after the regular start date has 30 days to submit official transcripts.

6. Certified employees shall begin receiving a salary schedule adjustment no later than the first pay period in November. Such compensation shall be paid in equal increments for the rest of the contract year.

7. The employees shall be compensated according to the 2011-2012 SY salary schedule approved by the PED of part of the District's budget process.

**C. Classified**

1. Each employee shall be paid in accordance with the approved salary schedule.

2. Employees will receive 12 years of experience within the salary schedule. For the purposes of this section, a year of service shall be defined as at least one-half (50%) of the employee's work year. When there is a move from a classified position to a certified position, the employee will be placed on the beginning step of the appropriate salary schedule.

3. Classified employees will not be required to use their personal vehicles for School District business during the work day.

4. The employees shall be compensated according to the 2011-2012 SY salary schedule approved by the PED of part of the District's budget process.

**D. Salary Reopener**

1. If at any time during the fiscal year beginning on July 1, 2011 and ending on June 30, 2012, the New Mexico Legislature provides direction or funding adjustment to the New Mexico public school districts related to bargaining unit employees' salaries, either party shall have the right to reopen negotiations related solely to adjustment of bargaining unit employees' salaries. Such demand to reopen shall be made by providing written notice to the other party and such negotiations related to salaries shall begin within 15 calendar days of the date of receipt of the written notice.

**ARTICLE 45. COACHING/SPONSORSHIP AT-WILL CONTRACT**

1. An employee shall be required to sign a Coaching/sponsorship At-Will Contract when accepting assignments in coaching/sponsorship. An employee who resigns a coaching/sponsorship assignment does not resign their employment with the District. Such at-will contracts for coaching/sponsorship shall be in effect for the current school year.

**ARTICLE 46. GRIEVANCE PROCEDURE**

**A. Purpose**

1. The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, mutually satisfactory resolutions to problems or complaints by an employee alleging a violation of this Agreement or District policy.

**B. Definitions**

1. A "grievance" shall be defined as a dispute pertaining to a claim which alleges a violation or misinterpretation of this Agreement or district policy.

2. A "grievant" shall be either an employee or group of employees alleging a violation of the Agreement or district policy and may also be the District in instances where the District files a grievance.

3. A "party of interest" shall mean be the grievant, the supervisor, the District itself, or employee(s) of the District whose conduct or actions are the subject of the grievance.

4. "Resolution" shall be the proposed written decision by the appropriate administrator(s) in response to the grievance.

**C. Procedures**

1. Grievance proceedings shall be kept informal at all levels of this procedure.

2. The number of days indicated at each level of this procedure shall be considered maximum, and every effort shall be made to expedite the process.

3. If the District fails to comply with the time limit requirements as set forth in these procedures, the matter will be adjudicated in favor of the grievant.

4. If the grievant or the Union fails to comply with the time limit requirements as set forth in these procedures, the grievance shall be considered null and void.

5. The time limits set forth herein may be extended by mutual written agreement of the parties.

6. A grievance shall not be considered unless the grievant initiates the grievance no later than five (5) working days after the grievant became aware of the circumstances which gave rise to the grievance.

7. A grievant may be accompanied and represented by the Federation at any hearing or meeting conducted under this procedure. In the case of a District-filed grievance, the District may be represented at any hearing or meeting conducted under *this* procedure by a District administrator or counsel of choice. The party in interest against whom the grievance has been filed may be accompanied and represented by a representative of the parties choice at any hearing or meeting conducted under this procedure.

8. No reprisal or retaliation by any party to the grievance shall be taken against either a grievant or a party in interest, including any witnesses, as a result of participation by the grievant or the party in interest in the processing and the proceedings of a grievance.

9. An employee, acting individually, may present a grievance without the intervention of the Federation provided the grievance has been processed in accordance with this procedure. At any hearing of a grievance brought individually by an employee, the Federation, as a party to this Agreement, will be afforded the opportunity to be present and present its views. Any adjustment shall be consistent with the provisions of this Agreement.

10. Nothing contained herein shall be construed to limit in any way the ability of the District and the grievant to resolve any grievance through informal means, if such resolution is consistent with the provisions of this Agreement.

11. The parties shall cooperate in any investigation which may be necessary in order to expedite the process.

12. All documents related to a grievance shall be maintained as a permanent file separate from the employee's personnel file. File maintenance documents and documentation related to an employee's performance or discipline which were introduced during the grievance process may be filed in the employee's personnel file unless they are removed as part of the grievance redress.

13. All grievances and grievance responses shall be processed in accordance with this Agreement.

14. Unless otherwise agreed to by the parties, the processing of grievances shall be conducted before or after the grievant's work day.

15. All grievances shall be processed in accordance with this Agreement. This is the only grievance procedure available to the parties covered by this agreement.

16. A grievance cannot be filed by a former employee after the effective date of resignation.

17. Grievances submitted on behalf of the District shall be initiated by the Superintendent or his/her designee by filing the grievance with the Union President or designee at Level Three.

18. Prior to filing of any grievance, all effort should be made to resolve the issue informally between the employee(s) and the immediate supervisor or between the Union and the District as the case may be.

#### **D. Procedural Steps**

1. Level (Supervisor) - The grievant shall file a grievance in writing, using the GMCS Grievance Form with his or her immediate supervisor within five (5) working days of the circumstances which gave rise to the grievance. The immediate supervisor shall have ten (10) working days to consider the grievance and render a written decision to the grievant. The ten (10) working days shall begin on the day after the immediate supervisor has received and acknowledged receipt of the grievance. Although no conference is required at this level, the immediate supervisor shall have the discretion to require a conference and gather such evidence prior to the preparation of the decision that would assist in any appropriate resolution of the grievance. The conference, if any, shall be as informal as possible and shall be conducted as the immediate supervisor feels is appropriate for a full understanding of the grievance, the position of the grievant and the evidence supporting that position.

2. Level 2 (Assistant Superintendent of Personnel or designee) - If the grievant is not satisfied with the resolution of the grievance at Level 1, the grievant may file the grievance with the Assistant Superintendent of Personnel or designee within five (5) work days after the resolution was rendered. The Assistant Superintendent of Personnel or designee may meet with the parties involved in the grievance. The Assistant Superintendent of Personnel or designee shall have the right to ask any questions of the interested parties as he or she deems necessary. Within ten (10) working days following receipt and acknowledgment of receipt of the grievance, the Assistant Superintendent of Personnel or designee shall render his or her written proposed resolution to the grievant. In arriving at his or her decision, the Assistant Superintendent of Personnel or designee has complete discretion in determining such relief, if any, as he or she believes is appropriate, regardless of the relief requested. Each party shall be entitled to bring documents and/or witnesses in circumstances that the Assistant Superintendent of Personnel or designee chooses to meet with both parties in order to present evidence on their behalf.

3. Level 3 (Superintendent) - If the grievant is not satisfied with the resolution of the grievance at Level 2, the grievant may file the grievance with the Superintendent of Schools, within five (5) working days after the resolution was rendered or was due, if none was received. The Superintendent may meet with the parties of interest to the grievance. The Superintendent shall have the right to ask any questions of the interested parties as he or she deems necessary. Within fifteen (15) working days following receipt and acknowledgment of receipt of the appeal from Level 2, or within 15 working days following the hearing if a hearing is held, whichever date is later in time, the Superintendent shall render his or her written proposed resolution to the grievant. In arriving at his or her decision, the Superintendent has complete discretion in

determining such relief, if any, as he or she believes is appropriate, regardless of the relief requested. If the grievance is initiated at Level 3 by the District, it shall be filed within five (5) working days after the District became aware of the circumstances which precipitated the grievance.

#### **E. Mediation and Conciliation/Arbitration**

1. If the grievant and the Federation are not satisfied with the Superintendent's written decision, the Federation may submit the grievance to mediation with the Federal Mediation and Conciliation Service. Participation in mediation is on a strictly voluntary basis. If either party serves written notice to the other party of their intent to withdraw from mediation, the Federation may, within ten (10) days of such delivery of written notice of withdrawal, may proceed to arbitration. Such written request for arbitration shall be submitted to the Superintendent no later than ten (10) working days following receipt of the Superintendents' written grievance response, or notice of cancellation/completion of mediation.

2. Either party may submit a request for a list of arbitrators from the Federal Mediation and Conciliation service (FMCS) C. The arbitrator will be selected from a list of seven (7) arbitrators requested from the Federal Mediation and Conciliation Services (FMCS).

3. Ten (10) days after the parties receive the list of arbitrators the parties shall meet to strike arbitrators and alternatively strike arbitrators names until there is one name remains and that shall be the arbitrator. The party requesting the list shall strike the first name.

4. The arbitrator shall conduct a hearing as soon as possible and shall have the authority to issue subpoenas for the production of documents and the testimony of witnesses.

5. The arbitrator's decision shall be final and binding on the parties.

6. The arbitrator's fee and the arbitration cost shall be shared equally by the parties. All other expenses and fees shall be assumed by the party incurring the costs, including the costs of witnesses, such as mileage related to appearance by subpoena or other related fees, unless determined otherwise by the arbitrator.

#### **ARTICLE 47. NEGOTIATION PROCEDURES**

1. Negotiations for a successor agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The written request shall be delivered between January 1 and February 15th, and negotiations shall commence no later than 15 days from the date of receipt of the written notice to begin negotiations.

2. Each team shall have no more than three (3) items for negotiations every year, besides the four other mandatory items which are: the school calendar, employees' salaries, introduction day of the agreement was entered into and the duration date of the collective bargaining agreement.

3. All agreements reached by the parties shall be initialed as tentative agreements. Tentative agreements shall not become effective until the entire negotiations package has been ratified by the parties.

4. If an impasse is reached, the parties agree to use the impasse procedures as outlined in the Public Employees Bargaining Act (PEBA).

**ARTICLE 48. SEVERABILITY**

1. If any provision of this Agreement is determined, by a final order of an administrative agency or court with jurisdiction over the parties, to be contrary to law the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. The provision determined to be contrary to law shall be renegotiated by the parties provided either party submits a request to reopen negotiations no later than thirty (30) calendar days after the parties knew or reasonably should have known that the provisions was contrary to law.

**ARTICLE 49. COPIES OF AGREEMENT**

1. The parties shall each publish and post this Agreement on their respective websites and a copy of this Agreement shall be available at each work site.

**ARTICLE 50. DURATION**

1. This Agreement is effective on July 1, 2011 and shall remain in full force and effect through June 30, 2012. In the event that negotiations or an impasse continues after the expiration of any contract, the existing contract will continue in full force and effect until it is replaced by a subsequent written agreement. However, this shall not require the public employer to increase any employees' levels, steps or grades of compensation contained in the existing contract.

2. This Agreement replaces any and all previous agreements by the parties.

**ARTICLE 51. SIGNATURES**

IN WITNESS WHEREOF, the parties hereto affix the signatures of their respective officers and representatives.

Dated: \_\_\_\_\_  
President, MCFUSE  
Brian Bernard

Dated: \_\_\_\_\_  
Superintendent, GMCS  
Ray Arsenault

**APPENDIX A – MEMORANDUM OF UNDERSTANDING WITH REGARD TO THE  
SCHOOL IMPROVEMENT GRANT, DATED JULY 1, 2010**







**APPENDIX B – SCHOOL YEAR 2011-2012 CALENDAR**

4843-4298-3690, v. 11