

Raton Public School District

And

NEA-Raton

## **Collective Bargaining Agreement**

### PREAMBLE

This Agreement is by and between the Board of Education and the Raton School District (hereinafter referred to as the “District” and “District administration”), and the employees of the Raton School District as exclusively represented by the NEA-Raton (hereinafter referred to as the “NEA-Raton”). It becomes effective August 1, 2019.

Effective August 1, 2019 through July 31, 2022

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## **ARTICLE 1. RECOGNITION/AGREEMENT**

- A. The parties desire to maintain a professional relationship with their collective bargaining interaction to provide the best opportunity for the Raton Public School District to succeed in its educational mission. This agreement is entered into by the Board of Education of the Raton Public School District (the District) and the NEA-Raton.
- B. Pursuant to the applicable statutes, resolutions and regulations, the District Administration recognizes the NEA-Raton for the purposes of collective bargaining as the exclusive representative of a unit consisting of all employees other than Supervisors, Management employees, and the following specific positions:
  - 1) Superintendent
  - 2) Principal
- C. Unless otherwise indicated, as used in this Agreement, the term “employee” means an employee in the bargaining unit defined in Section B above.

## **ARTICLE 2. DEFINITIONS**

- A. “Board” shall mean the Raton Public School District Board of Education.
- B. “Days” shall mean workdays according to the school calendar and shall not include holidays or recesses observed by the District, unless otherwise specifically noted in the contract.
- C. “District” shall mean the Raton Public School District.
- D. “Educational Support Personnel” (E.S.P.) means those employees in the bargaining unit whose positions are not Certified. “
- E. Emergency” shall mean any act of God or other unforeseeable or unplanned occurrence or condition that has a significant and adverse impact on the educational or work process, requiring an immediate action.
- F. “NEA-Raton” is understood to mean the local Raton Association, an affiliate organization of the National Education Association and an affiliate of New Mexico National Education Association, NEA-Raton’s representative(s) or officers. Official communications to the NEA-Raton shall be made to the President of the NEA-Raton or his/her designated representative or representatives. Any reference to “The Union” shall be understood to mean NEA-Raton.
- G. “Immediate Supervisor” shall mean the principal, supervisor or administrator in charge of the function, staff or activity.
- H. “President” shall mean the President of the NEA-Raton or designee.
- I. “Superintendent” shall mean the Chief Executive Officer of the Raton Public School District.
- J. “Confidential employee” means a person who devotes a majority of his/her time to assisting and acting in a confidential capacity with respect to a person who formulates, determines, and effectuates management policies;
- K. “Impasse” means a failure of the District and NEA-Raton after good-faith bargaining, to reach agreement in the course of negotiating a collective bargaining agreement.
- L. “Arbitration” is a proceeding to settle a dispute in which the settlement is determined by an impartial arbitrator selected through a process included in this agreement. The parties agree in advance that the Arbitrator’s decision, based on the merits of the case, will be final and binding. The services of the Federal Mediation and Conciliation Service shall be employed to obtain arbitrators.
- M. “Management employee” means an employee who is engaged primarily in executive and management functions and is charged with the responsibility of developing, administering or effectuating management policies. An employee shall not be deemed a management employee

solely because the employee participates in cooperative decision-making programs on an occasional basis.

- N. "Professional employee" means an employee whose work is predominately intellectual and varied in character and whose work involves the consistent exercise of discretion and judgment in its performance and requires knowledge of an advanced nature in a field of learning customarily requiring specialized study at an institution of higher education or its equivalent. The work of a professional is of such character that the output or result accomplished cannot be standardized in relation to a given period;
- O. "Supervisor" means an employee who devotes a majority of work time to supervisory duties, who customarily and regularly directs the work of two or more other employees and who has the authority in the interest of the employer to hire, promote or discipline other employees or to recommend such actions effectively. This definition does not include an individual who performs merely routine, incidental or clerical duties or who occasionally assumes a supervisory or directory role or whose duties are substantially similar to those of subordinates and does not include a lead employee or an employee who occasionally participates in peer review or evaluation of employees.
- P. The term "worksite" shall mean any location where an employee is authorized to perform work by the District.

### **ARTICLE 3. GENERAL**

The Public Employee Bargaining Act supersede the CBA. The Raton Public School District sanctioned rules and regulations, administrative directives, departmental rules and regulations, and workplace practices shall control unless there is a conflict with a collective bargaining agreement. Where a conflict exists, this collective bargaining agreement shall control.

### **ARTICLE 4. MANAGEMENT RIGHTS**

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

- A. Direct the work of, hire, promote, assign, reassign, transfer, demote, suspend, discharge or terminate bargaining unit employees;
- B. Determine qualifications for employment and the nature and content of personnel examinations and work to be performed;
- C. Take actions as may be necessary to carry out the mission of the District in emergencies.

### **ARTICLE 5. ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. EXCLUSIVITY: The rights, responsibilities and/or privileges granted to the NEA-Raton by this Collective Bargaining Agreement will not be granted to any other organization which purports to represent any employee covered by this Agreement.

B. NO REPRISALS: There will be no reprisals of any kind taken against an employee by either party by reason of his/her membership or non-membership in the NEA-Raton or participation or non-participation in any of its activities.

C. RELEASE TIME:

1. Normally NEA-Raton business will not be conducted during duty-time, except in case of emergencies. In situations where District Management staff (Principal or above) requests, to deal with an emergency during duty time, the appropriate Association representative will be released from duty on pay status.
2. Association Conference & Workshop Leave. The Association may request up to a total of ten (10) days per regular school year to attend Association Conferences and workshops or to conduct other Association business. Such requests shall be approved by the Superintendent, except in the case of emergencies or other extenuating circumstances. Such leave requests shall not be made during the 1<sup>st</sup> two weeks or the last two weeks of school, or during parent teacher conferences days

D. INFORMATION:

1. The NEA-Raton President will be provided with copies of minutes of official Board of Education meetings and all other non-confidential documents distributed to the Board of Education members at official meetings at the time of their distribution to the Board. A copy of the official agenda of the meeting, and any relevant attachments, will be given to the NEA-Raton as distributed to the Board of Education members.
2. Material which is disruptive to good relations between the parties and not in the best interest of the students of the District shall not be distributed at work sites by either party.
3. One Association bulletin board of a size and quality agreed to by the parties will be placed in each school building at a location agreed to by the parties. The Association Bulletin Board will be used only for official Association business notices, circulars, and other such materials. This bulletin board may not be used for political campaign materials, except for internal NEA elections. Copies of all materials to be placed on the bulletin board will be provided to the Building principal in advance of the posting.
4. NEA-Raton may place Association material in bargaining unit employees' mailboxes during non-duty time.
5. The NEA-Raton may use school buildings in the same manner as any other organization. No charge will be made for use of the facilities.
6. At the conclusion of a faculty/staff meeting a designated Association Representative may make short Association announcements.
7. Copies of the CBA and any necessary forms will be made available on line.
8. A reasonable number of copies can be made on District owned copy machines.
9. NEA-Raton may use the district email system to communicate with members in a confidential manner.

E. EMPLOYEE INFORMATION:

1. It is the right and responsibility of the Association to inform bargaining unit employees of their rights and responsibilities under the collective bargaining agreement.
  2. The NEA-Raton may provide an information table during the New Employee Orientation sessions for providing information to interested bargaining unit employees. NEA- Raton may make a short welcome presentation at Orientation sessions.
  3. Twice yearly, (once per semester) the NEA representatives will meet with all Administrative / Supervisory staff to discuss the interpretation and intent of the CBA language and articles with the intent to foster a better working relationship between staff and administration.
- F. MEMBERSHIP DUES DEDUCTION:
1. The District will deduct bargaining unit employee membership dues in the amounts identified by the Association President and will transmit the monies to the NEA-Raton. The bargaining unit membership dues payroll deduction will be made by the District within thirty (30) days of submittal of a voluntary employee signed payroll deduction authorization form submitted by the Association to the District's Payroll Office, once per month, within the last five (5) days of each month. The Association and the employees shall hold the District harmless on any issue that may arise regarding the deduction of membership dues.
  2. The District will stop payroll deductions when:
    - a. The Association submits a payroll deduction cancellation form to the District's Payroll Office;
    - b. A cancellation form is submitted by the employee to the Association Treasurer or President and the Association then shall forward the cancellation form to the Payroll office. The cancellation form must be submitted to the Association Treasurer or President by October 6 of the school year during which such discontinuance is to be effective. By October 16, the Association will in turn notify the District. The Association will defend and hold the District harmless on any liability that may arise as a result of compliance with this article provided that deductions made by the District were not in violation of this Article.
    - c. the bargaining unit member does not earn enough to cover the dues deduction; or
    - d. the employee is no longer in the bargaining unit or employed by the District.
  3. All changes to deductions will be implemented by the District for the next payroll period.

## **ARTICLE 6. Labor Management Committee**

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

## **ARTICLE 7. BARGAINING PROCEDURE**

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

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

- B. NEGOTIATIONS: Not later than March 1<sup>st</sup> of the calendar year in which this Agreement expires, the parties will enter into collective bargaining with the NEA-Raton over a successor agreement in accordance with the procedures set forth herein in a good-faith effort to reach agreement.
  - 1. The parties have the right to negotiate any items which are legally permissible. Negotiations shall be closed sessions.
  - 2. Any agreement reached during the negotiating session will be reduced to writing and signed by the parties as tentative agreements. Complete agreement on negotiations is accomplished when the NEA-Raton members and the School Board ratifies, and the parties sign the Agreement. Each party will ratify or reject ratification of all tentative agreements as a whole. The Union shall schedule and conduct the ratification of the agreement without interference from school board members, management employees or the District. The Union shall schedule and conduct the ratification within two (2) weeks of the signing of all the tentative agreements. The District shall schedule and conduct the ratification of the agreement without interference from bargaining unit employees or the Union. The District shall schedule and conduct the ratification of the agreement within two (2) weeks of the ratification by the Union.
  - 3. If bargaining between the parties is scheduled during a school day by the administration the members of the NEA-Raton's bargaining team will be released of their regular duties.
- C. The District administration agrees not to bargain or otherwise deal with any employee organization other than the NEA-Raton for this bargaining unit for the term of this Agreement.
- D. Grants which may alter any portion of this agreement are subject to negotiation. Grants that offer voluntary opportunities for participation outside of the instructional day are not subject to negotiation.
- E. Once a party presents its last best offer, the other party shall present its last best offer within three (3) working days. Should an impasse occur the parties will comply with the procedures established in applicable laws, regulations and resolutions. This process may be clarified in the ground rules set by the parties.
- F. The ratified collective bargaining agreement reached through this process shall be posted on the District web site. A printed copy shall also be presented by the administration to all new bargaining unit employees at the time they also receive the employee handbooks and other official orientation materials from the District. A printed copy shall also be made available at the front desk of every work site to any bargaining unit employee for review and/or copying. Each party will be presented a Master Copy of the Agreement. It is the responsibility of management to distribute and explain the Agreement to the management staff. It is the responsibility of the NEA-Raton to distribute and explain the Agreement to each member of the bargaining unit.

## **ARTICLE 8. BARGAINING PROCEDURE**

- A. EQUAL OPPORTUNITY: The district is an equal opportunity employer.
- B. EMPLOYMENT:
  - 1. Upon initial employment with the district, the employee will be placed on the appropriate salary schedule.

2. Part-time employees shall be compensated at the appropriate step at a pro-rated amount.

C. CERTIFIED RESIGNATION:

1. Certified employees who intend to resign employment from the District shall provide a minimum of thirty (30), calendar days advance written notice from the effective date of resignation.

2. By mutual agreement the employee and the District may agree in writing to less than a thirty (30) day notice of resignation.

D. E.S.P. RESIGNATION:

1. Educational Support Personnel employees who intend to resign employment from the District shall provide a minimum of ten (10) working days advance written notice from the effective date of resignation.

2. By mutual agreement the employee and the District may agree in writing to less than a ten (10) working day notice of resignation

## ARTICLE 9. ASSIGNMENTS

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

B. \_\_\_\_\_

1. All other employees will be given written notice of their class and/or building assignments and (when applicable) room assignments for the forthcoming year no later than 15 (fifteen) days before the end of the school year.

2. It is recognized that assignments may be changed due to student enrollment and availability of space. Administrators will meet with the NEA President and affected employees at least 10 days prior to the change and consider any suggestions and concerns raised

3. Changes to assignments will not be arbitrary or capricious.

C. Employees will be assigned in their endorsement area(s) except in emergencies and with the approval of the employee and the Public Education Department.

D. MULTIPLE SITE ASSIGNMENTS

1. Schedules of employees who are assigned to more than one school building will be arranged so that such employee travel will be minimal. Employees will be given ample time when such travel is required.

2. Classified employees shall not be required to use their own cars except to travel from site to site.

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

## ARTICLE 10. DISCRIMINATION

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

## **ARTICLE 11. VACANCIES, TRANSFERS AND REASSIGNMENTS**

- A. VACANCY NOTICES: All bargaining unit vacancies in preexisting and newly-created positions will be publicized by the Superintendent in accordance with the following procedure:
  - 1. When a vacancy occurs, the district shall post the notice at all worksites. Posting will be in a prominent place frequented by employees. A copy of said notice will be published on the district administration's web site.
  - 2. Vacancy postings will contain specific identification of the vacant position, the worksite where the vacancy exists, the position's major duties, qualifications/license needed for the position, the name of the person to whom the letter of interest be sent, and the deadline for applications, which will not be less than seven (7) working days and will be emailed to all employees as well as posted.
  - 3. A "vacancy" will be deemed to exist when
    - (i) An employee leaves a position and the District administration indicates its intention to refill said position, or
    - (ii) When a new bargaining unit position is created.
- B. FILLING VACANCIES:
  - 1. Prior to any involuntary transfer, the appropriate administrator will meet with employee(s) to thoroughly explain why the transfer is necessary to meet the needs of the students. The meeting shall be conducted as soon as practical. The employee being involuntarily transferred or reassigned will be placed only in an equivalent position -- i.e., one which, among other things, involves no reduction in regular compensation, during the current or future years.
  - 2. No vacancy will be filled until all properly submitted applications have been considered.
  - 3. Employees who wish to be considered for vacancies and/or openings may submit a letter of interest to Human Resources Department within the time limit identified in the posting. This letter of interest shall serve as an application.
  - 4. When filling a vacancy and all things are equal between an in-district and out-of-district applicant the in-district employee will be given preference.

## **ARTICLE 12. VOLUNTARY TRANSFERS**

- A. Employee transfers are allowed at the end of each semester for posted positions. Exceptions to the semester requirement may be granted upon approval by the supervisors involved.

- B. An employee desiring a transfer shall complete all information required on the "Request for Transfer" form, sign the request, obtain the signature of his/her supervisor if possible, or provide a copy to the supervisor and submit the form to the Human Resources Department.
- C. The Human Resources / Superintendent will forward all transfer requests to the supervisors for posted positions at their worksites. A qualified employee requesting a transfer shall be granted an interview for the posted position. District employees will be considered before outside applicants are considered.
- D. District Request for Transfer" forms will be available at all worksite locations, on the District website, and from the Human Resources Department. District employees must complete a separate "Request for Transfer" form for each posted position in which they are interested.
- E. The employee may submit a written withdrawal of the "Request for Transfer" by submitting a written request to the Human Resources Department.
- F. Employees interviewed will be notified in writing by Human Resources indicating the position has been filled.

### **ARTICLE 13. SUMMER SCHOOL, EVENING SCHOOL, FEDERAL AND OTHER SPECIAL PROGRAMS**

- A. All openings for summer school and evening school positions under Federal and other special programs will be filled pursuant to the procedure prescribed in Article 12 (Vacancies, Transfers, & Reassignments) of this Agreement. Under normal circumstances, summer school openings will be publicized not later than one month before commencement each year, and employees will be notified of the action taken not later than two weeks prior to commencement. Said notice will include work schedules, class and/or subject assignments and building assignments for their assignment. Summer school schedules may be modified or cancelled due to student enrollment.
- B. Highly qualified permanent employees will be given first preference in hiring for instructional positions. Qualified permanent employees will be given first preference in hiring for non-instructional positions.
- C. All current practices affecting working conditions which may be required or requested by Federal or other special programs, including evaluation and reporting procedures may not be altered except by agreement of the parties
- D. Non-Certified employees who apply for the above types of programs shall be based on:
  - 1. Qualification and skill sets and if equal;
  - 2. Seniority.

### **ARTICLE 14. REDUCTION IN FORCE**

- A. The District is vested with the responsibility to determine the educational program of the District in compliance with state and federal educational standards and statutory requirements. The District in its discretion may increase or decrease the number of employees as provided below.
- B. When the District determines that a reduction in the workforce is needed, the District shall develop a Reduction In Force plan and present it to the Board of Education for approval.
- C. The plan shall:
  - 1. Identify reason(s) for Reduction In Force. The following conditions may justify a Reduction In Force:
    - a. Decline in Student enrollment;
    - b. Revenue decrease caused by student enrollment, loss or reduction of tax revenue, loss of state, local or federal funds or inflation that reduces the value of revenue;

- c. The revision of educational programs;
  - d. District involvement in consolidating or re-districting;
  - e. Court orders;
  - f. Legislative mandates.
2. Identify all options that have been considered for resolving the District's revenue short-fall prior to initiating a Reduction in Force;
- 3. Demonstrate all options that have been considered to preserve academic programs;
  - 4. Include the expected date of Reduction in Force;
  - 5. Incorporate attrition and transfers;
  - 6. Provide for only hiring essential personnel during the term of the Reduction in Force;
  - 7. Request volunteers for separation of employment
  - 8. Identify the positions or areas to be affected by the Reduction In Force.
- D. Once the plan is approved by the Board of Education the plan shall be posted on the District's website. Reasonable efforts shall be made to distribute and discuss the plan with staff.
- E. The steps below will be applied in the implementation of a Reduction In Force:

PROCEDURE:

Step 1: Seniority:

Seniority is defined for the purpose of this article as continuous service in the bargaining unit with the District. Employees will be considered for lay off with the junior employee within the identified area being laid off first:

- a. Partial-year employment shall be pro-rated.
- b. Part-time employment shall be pro-rated.

Step 2: License: I, II, III:

CERTIFIED: Highest level of Licensure in subject area is senior;

*E.S.P.*: Highest level of Licensure within the classification area is senior (if applicable).

Step 3: Number of Endorsements, (Greatest number of endorsements is senior); and

Step 4: Degree,

CERTIFIED: Highest Degree in the endorsement area is senior:

*E.S.P.*: Highest Degree is senior.

F. PROCESS:

- 1. If two or more employees are equally ranked in step one, then step two will be applied to those employees.
- 2. If two or more employees are still equally ranked in step two, step three will be applied to those employees.

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

A. NOTIFICATION:

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

RECALL:

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

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

I. NOTIFICATION OF RECALL:

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

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

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

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

## **ARTICLE 15. SEPARATION OF EMPLOYMENT**

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

## **ARTICLE 16. SITE-BASED DECISIONS**

- A. The parties shall establish a committee at each school to make professional decisions regarding their day to day duties and responsibilities at the school site- IE Duty schedule and school class scheduling. This can foster the collegial exchange of ideas and information which can contribute to the efficiency and effectiveness necessary in a professional practice.
- B. Site Administrators and the NEA-Raton shall provide an open process for Bargaining Unit employees to apply for committees. Half the membership of all District committees (except Board-appointed Committees) will be appointed by the President of the NEA-Raton.

It is also recognized that such arrangements cannot be contrary or in violation of PEBA, the District LMR Resolution or the terms and conditions of this Collective Bargaining Agreement between the parties.

## **ARTICLE 17. SUBSTITUTE EMPLOYEES**

- A. No employees shall be required to find, arrange for, or pay for his or her own substitute.
- B. It is the responsibility of the district to maintain a sufficient pool of substitutes to cover the needs of the district.
- C. Employees will provide as much notice as is reasonably possible. For prearranged appointments employees will be asked to give 2 days' notice, when possible.
- D. To reduce covering of classes, the District administration will make efforts to schedule events and other activities outside of the instructional day to reduce the need for released class time.
- E. Classified employees who cover classes for teachers who are not in the class room shall be paid \$15 per class period in addition to their regular pay.
- F. Teachers will only be required to cover a class during their prep period if the district can show they have first attempted to fill the position through substitutes and educational assistants.

## **ARTICLE 18. CLASS SIZE**

- A. The individual class load for elementary school teachers shall not exceed twenty (20) students for kindergarten.
- B. **The individual class load for pre-school teachers shall not exceed twenty (20) students for pre-school.**
- C. **The individual class load for special education pre-school teacher shall not exceed the ration of 4:1.**

- D. The average class load for elementary school teachers shall not exceed twenty-two (22) students when averaged among grades one, two, and three.
- E. The average class load for elementary school teachers shall not exceed twenty-four (24) students when averaged among grades four, five, and six.
- F. The daily teaching load for grades seven through twelve shall not exceed one hundred sixty (160) students, and the daily teaching load for teachers of required English courses in grades seven and eight shall not exceed one hundred thirty-five (135) with a maximum of twenty-seven (27) students per class. The daily teaching load for teachers of required English courses in grades nine through twelve shall not exceed one hundred fifty (150) students with a maximum of thirty (30) students per class.
- G. The District shall consult with affected employees prior to requesting any waiver from the State Department of Education.
- H. If a teacher has concerns that pupils are placed in any classroom with the following areas of concern:
1. the capacity of the room;
  2. appropriateness of the setting;
  3. adequate equipment;
- they shall discuss this concern with the immediate supervisor. If agreement is not reached; this matter will be forwarded to the Labor Management Committee.
- I. The District administration and the NEA-Raton agree that further reductions in the class size limitations set forth above are desirable and will work towards that end.

## **ARTICLE 19. NON-INSTRUCTIONAL DUTIES FOR TEACHER**

- A. The parties acknowledge that the primary responsibility of bargaining unit employees is to provide instruction and instructional support services.
- B. It is also recognized that bargaining unit employees must also perform job related non-instructional duties. Bargaining unit employees will not be required to perform routine clerical and custodial duties. However, this does not relieve bargaining unit employees from performing clerical duties associated with their professional duties or general clean-up after class projects or student accidents.
- C. The District and the NEA may bargain a policy to allow for employees to Volunteer for lunch duty in exchange for compensation. Employees shall not be pressured into accepting a volunteer position.

## **ARTICLE 20. GRADE CHANGES**

- A. Administrators may require teachers to change grades only if it is directly required by IEP, 504, SAT or other legally binding process/agreement or in the even of an error in calculation of the grade.
- B. If consensus can not be reached by administrators/teacher, the issue will be determined by a committee of three teachers, including one from the subject area/grade level and two others mutually agreed upon by the NEA-Raton and administration within three (3) to five (5) days.

## **ARTICLE 21. EMPLOYEE FACILITIES, INSTRUCTIONAL MATERIALS AND SUPPLIES**

- A. STAFF LOUNGE/WORK AREA: An employee work area containing adequate equipment and supplies to aid in the preparation of instructional materials for each school building. An appropriately furnished room such as a faculty lounge or class room.
- B. EACH CLASSROOM:
1. Adequate space in each class room in which employees can safely store instructional materials and supplies.

2. A serviceable book case, desk, chair, computer and filing cabinet of adequate size for employee use in each class room, unless a Fire Marshall requires changes to the layout and/or equipment in a room. The district shall follow the Fire Marshall's requirements.

3. A communication system so that employees can communicate with the main building office from their classrooms, including during emergencies.

4. The purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment.

5. If a supply fund is available, it shall be used to purchase materials and supplies which are not immediately available through general supply.

c. EMPLOYEE REST ROOMS: A well-lighted and clean employee rest room separate from student rest rooms. If an IEP, 504, SAT or other legally binding process/agreement requires a student use of the Employee restroom it shall be allowed.

D. ACCESS: Subject to reasonable regulation, certified employees will be provided, upon request, a key or other means of access through an outside door to their area of the school building and faculty room during non-school hours.

## **ARTICLE 22. STUDENT DISCIPLINE**

A. Student deportment and respect for others are essential for a successful and productive educational program, the academic success of students, and the safety of employees and students. Student discipline shall be applied in accordance with this Article, school policy, District policy, Public Education Department regulations, state law, and federal law.

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

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

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

E. An employee may refer to the administrator a student whose behavior continues to prevent the employee from performing instruction of students(s) and or threatens the safety of employees or safety of instruction of students, volunteers, or employees. The employee will report particulars of

the incident to the administrator/designee at the time of the student's referral. If requested by the administrator/designee the employee will report full particulars of the incident, including:

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

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

- F. The administrator will determine and implement the appropriate student discipline. Student disciplinary referrals and corrective actions taken will be maintained, logged, and tracked at teach worksite. The administrator/designee shall inform the employee of the corrective measures taken.
- G. An employee receiving a student in his or her classroom that is being reinstated following an expulsion shall be advised of the expulsion or suspension of any conditions governing reinstatement and/or continued attendance. An employee may request to be relieved of responsibility for instructional supervision of a student who has been disciplined by the District for assault, battery, physical confrontations, or false accusations against the employee.
- H. The Administrator will confidentially inform an employee of any complaint made by a parent or guardian concerning disciplinary action taken by the employee with a student if the administrator determines the complaint is serious.

#### STUDENTS ASSIGNED TO EDUCATIONAL SUPPORT PERSONNEL

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

## **ARTICLE 23. PROTECTION OF EMPLOYEES, STUDENTS, PROPERTY, HEALTH AND SAFETY**

- A. The District will provide healthful and safe working condition for all employees.
- B. The District will comply with applicable state and federal health and safety laws.
- C. All hazardous or potentially hazardous conditions at the work site shall be reported in writing immediately by the employee to the employee's supervisor.

- D. The Union may make written recommendations to the District on healthful and safe working condition for all employees.

## **ARTICLE 24. ALCOHOL AND DRUG ABUSE**

- A. The district will only drug and alcohol test for pre-employment and upon reasonable suspicion. However, the district may randomly test only safety sensitive positions as identified by law.
  - B. The parties' primary concern is the education, safety, health and wellbeing of students and employees.
  - C. The employee may seek a referral for diagnosis or treatment if they believe it is necessary. Such request shall not jeopardize his/her job rights or job security and all requests will be handled in a confidential manner. However, failure to follow or satisfactorily complete recommended treatment [according to conclusions submitted by the provider to the District], shall be considered just cause for discharge, dismissal, or termination of employment.
  - D. If the district takes any action regarding drug and alcohol abuse, the employee will be afforded the right to have appropriate NEA-Raton representative(s) present throughout the process.
- Drug testing shall only occur during non-instructional time, immediately before or after the work day unless there is reasonable suspicion of being intoxicated at work.

## **ARTICLE 25. HOURS OF WORK AND OVERTIME**

- A. Certified employees will be assigned appropriate starting and dismissal times provided that their normal work day will be seven (7) hours and fifteen (15) minutes, (25 hours) excluding the duty free lunch period, one (1) long day consisting of nine (9) work hours, a 30 minute duty free lunch and a minimum of fifteen (15) minute transition period between the duty day and the PLC and, one (1) short day on Friday consisting of five and one half (5.5) hours including a 30 minute duty free lunch.
- B. If employees are required to use technology which uses an internet connection, and/ or computer equipment, time must be provided during the normal duty day. Employees must be provided proper equipment, clear guidelines, and training in the program. If employees must stay past the normal duty day to complete the work, that time will be logged and considered part of the 10 hours of additional professional duty.
- C. The nine (9) month work year will consist of 183 days. 174 instruction days and 9 professional development days.
  - 1. Employees who are assigned work beyond the number of days in their personal contract will be compensated at their daily rate of pay.
  - 2. Winter Break will consist of two full continuous weeks and Spring Break will consist of one full continuous week.
- D. Certified Professional employees are salaried employees as defined by FLSA and may be required to work beyond the normal work day without additional compensation.
- E. Use of PLC Time

1. PLC time may include the following over the course of a month.
  - a. Grade level meetings
  - b. Staff meetings
  - c. PLC meetings
  - d. Professional Development
  - e. Department meetings
- F. Certified Employees may be required to attend other professional activities after the normal duty day not to exceed ten (10) additional hours per year. Certified salaried employees may volunteer to attend an unlimited amount of professional activities. No additional (compensated) work shall be performed before the required documentation has been submitted and approved by the supervisor; this includes but is not limited to a Leave Request and a time sheet. It is further recognized that Level III teachers may perform two to three assigned leadership professional activities per school year, as per their competency level.
- G. Employees will not be required to supervise students or conduct any other duty during the duty-free lunch period
- H. PREPARATION TIME - Employees will be given one class period a day of preparation time. Preparation time will be used by certified employees to prepare for their educational duties and reporting requirements. At Longfellow the district will try to give one period a day and shall also include time before and after school.
- I. CLASSROOM TEACHING PERIODS:
  1. At the High school, there will consist of not more than seven (7) class room periods.
  2. At the intermediate school and at Longfellow the normal work day for teachers will consist of core teaching blocks and the district will attempt to schedule one (1) special period a day except on Friday.
  3. Secondary teachers may be required to teach four (4) courses (Preps) within their area(s) of endorsement. Teachers may volunteer to teach additional courses within their endorsement area(s). A teacher may be assigned to teach more than one level of the same subject during a course, and it shall be counted as one course (example: Ceramic I, II, & III will constitute one course).
- J. Exceptions to the provisions of this article may be made in cases of emergencies as declared by the Superintendent and **ratified by the school board**. The Superintendent will notify Raton NEA and the affected employees prior to the school board meeting where the emergency is ratification vote will occur.
- K. Employees may be asked to volunteer for extracurricular activities (excluding athletic coaching assignments). If sufficient employees do not volunteer, extracurricular activities will be assigned. The stipends paid for extracurricular activities are identified in Article 36 Compensation of this agreement.

L. Any compensation issues that may arise because of school closures due to medical emergencies, natural disasters, or other similar events beyond the control of the school district administration will be handled by the district in accordance with applicable laws.

M. Holidays will be handled in accordance with the school calendar included as Appendix A.

N. Administrative assignments during Prep-time.

1. The principal/designee shall have the responsibility of making arrangements for the covering of classes.

2. The parties acknowledge that as a result of absences and the lack of qualified substitutes, emergencies are created that will require classes to be covered by on duty licensed staff. - see article 18 Sub. Procedure.

O. CLASSIFIED WORK WEEK The normal work week for E.S.P. employees shall consist of five work days. Employees required to work through their scheduled lunch will be compensated for such time at their regular hourly rate of pay and will eat their lunch and/or dinner during this time.

1. Employee participation in extra duty activities (duties outside their job classification) will be strictly voluntary. Employees will be compensated for all such participation in accordance with this Agreement.

2. E.S.P. Employees will be paid for any time worked on a holiday at time and a half and such time is considered time worked for the purposes of computing overtime.

3. The specific work schedules of E.S.P. employees will be set by management to meet the needs of the District in the delivery of services to the students

4. Overtime and compensation time must be assigned and pre-approved by the immediate supervisor. Overtime assignments within the E.S.P. employees job classification is a condition of employment and will be worked as assigned and compensated in accordance with the Fair Labor Standards Act.

## **ARTICLE 26. TIME CLOCK**

A. CERTIFIED EMPLOYEES AS a fundamental recognition of the professionalism and expertise of certified (salaried) employees who normally work at one site, those certified employees shall perform their duties without electronic monitoring of arriving and/or departing. Certified staff will clock in and out on the time clock to document attendance when they first arrive and when they leave. This is not to document arrival or departure times. Employees will receive two warnings prior to any disciplinary measures being imposed. The first disciplinary action shall not be more severe than a letter of concern. The time clock, in addition to physical evidence can be used to address concerns on timeliness.

B. E.S.P. EMPLOYEES Educational Support Personnel shall utilize the time clock for recording time worked.

## **ARTICLE 27. LEAVE PROVISIONS**

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

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

C. ASSAULT AND/OR BATTERY LEAVE

1. An employee injured by an assault and/or battery while acting in the scope of the employee's duties will be placed on administrative leave with pay while an investigation is conducted. If the investigation concludes prior to the employee being able to return to work and the employee chooses to use his/her accrued paid leave, such leave may be reimbursed if the employee qualifies for the reimbursement under the Worker Compensation Act of New Mexico. An employee is not eligible for paid leave while receiving workers compensation benefits.
2. An employee battered shall report the incident to his/her supervisor immediately. The employee shall complete all necessary reports and/or forms.
3. Employees injured by a physical assault and/or battery while acting in the scope of the employee's duties shall apply for Workers' Compensation.

D. COURT LEAVE:

1. Leave with pay may be granted to an employee for jury duty or subpoena regarding a job-related issue to testify on behalf of the District.
2. The employee will cooperate in ensuring the Court turns over the jury duty fees to the District.
3. Leave may be requested by an employee to appear in court or an administrative procedure to assert or protect his or her own interests. If granted, the employee shall use personal leave or leave without-pay for such purposes.

E. MILITARY LEAVE Military leave shall be administered in accordance with Federal and State Law.

F. LEAVE TO VOTE Leave to vote will be handled in accordance with State Law.

G. INCIDENTAL LEAVE Employees may request incidental leave for one (1) hour or less when such request would not necessitate the hiring of a substitute to include but not limited to: picking up sick children, brief doctor visits, vehicle or family emergencies, etc. Such requests should be reasonable and necessary and should be for unique situations and rare occurrences. This leave is subject to the approval of the supervisor.

H. OTHER EXTENDED LEAVE WITHOUT PAY Employees must be employed a minimum of 3 years to be eligible for this option. Extended leave is defined as leave of 1 month or more, not already covered by this agreement. Approval is subject to the superintendent.

## **ARTICLE 28. LEAVE WITH PAY – GET DOCUMENTATION**

A. SICK LEAVE/PERSONAL LEAVE-ACCRUAL

1. Ten (10) Sick Leave and two (2) personal days will be available at the start of the school year. No explanation shall be required for personal leave requests. The use of two (2) personal days shall not be used for evaluations.

2. Sick leave can only be taken as accrued.
  3. Unused Personal days may be rolled over to the following year as sick days.
  4. Accrued sick leave shall be forfeited at time of separation of employment with the district.
  5. Compensation time in lieu of Overtime shall be earned at a rate of time and a half. Compensation time earned for other activities shall be earned at a rate of 1:1.
  6. Employees may use Compensation time in the same manner of personal time and shall not be penalized for their use in their evaluations.
- B. Substitutes required for the purpose of paid leave shall be arranged for by the District.
- C. PROFESSIONAL/SUPPORT STAFF VOLUNTARY TRANSFER OF ACCRUED SICK LEAVE: SICK LEAVE BANK \_\_\_\_\_ use our language?
- D. BEREAVEMENT LEAVE An employee may be granted, upon request to the Superintendent, up to three (3) days if the funeral is in Colfax County, and up to five (5) days if the funeral is out of Colfax County.

## **ARTICLE 29. LEAVE WITHOUT PAY**

- A. All leave without pay requests are subject to the recommendations of the supervisor and the approval of the Superintendent. Such requests shall be considered based on what is in the best interest of the students. Employees accrue no pay or leave while on leave without pay.
- B. An employee returning from leave-without-pay status will be returned to the same position/job title or an equivalent position provided that the employee gives notice as required by the District and the employee is cleared to return to work. Placement of employees upon return shall be determined by the best interests of the students and will not be capricious, arbitrary, and retaliatory.
- C. Upon return from leave-without-pay status, during the same school year, the employee will be placed at the same salary that he/she held before the leave. Employees working the majority of the contract year will advance on the salary schedule as if they had not been absent.
- D. Upon return from any authorized leave without pay, an employee will be credited with the same accrued leave that the employee had at the time the leave commenced, provided the employee did not use any of the accrued leave.
- E. Leave-without-pay shall be granted as required by the Family Medical Leave Act (FMLA), (<http://www.dol.gov/esa/whd/fmla/>) provided that the District may require an employee to exhaust his/her accrued paid leave before commencing leave-without-pay. An employee shall not accrue paid leave while on leave without pay.
- F. A leave of absence-without-pay for up to one year may be granted to any employee who accepts a Fulbright Scholarship or who is pursuing planned professional growth opportunities relating to the employee's job.

G. Information on the FMLA program shall be available at the school site with instructions on how to apply to the district. The FMLA information sheet will be prepared by the district and mutually approved by the district and the NEA-Raton.

H. Leave without pay shall not be granted to accept other employment.

I. Employees shall notify the District of their intent to return or resign from an approved leave of absence no later than the date set forth in the leave approval documents. The normal date of notification for an employee returning at the beginning of the school year will be March 15, unless there is a mutual agreement for a later notification date, at the time such leave is approved. With regard to approved leaves where the employee's return date cannot be predetermined by March 15<sup>th</sup> or later notification has not been agreed to, the employee shall provide a least thirty (30) days prior request to return to work.

J. While on approved leave of absence with pay, an employee will have the option to continue participation in any district administered programs which require an employee or employer's contribution. In exercising this option, the employee assumes one hundred percent (100%) of the contribution. This provision is subject to the requirements of the benefit providers.

K. District shall document an attempt to call employee after two (2) days of absence without notification. An employee who is absent from work without authorization for five (5) consecutive scheduled workdays shall have provided just cause for termination of employment.

## **ARTICLE 30. PROFESSIONAL DEVELOPMENT AND TRAINING**

A. The District administration and the NEA-Raton acknowledge the need for bargaining unit employees to continue to participate in professional development and job-related training. The parties recognize that a fundamental goal of professional development for employees is training that is relevant and meaningful.

B. District-wide professional development will be collaboratively developed with input by leadership teams at each school site; consistent with, the direction provided by the administration and school board. The Professional Development program must meet the goals as identified by the District EPSS plan.

C. Certified employees may be required to attend other professional activities after the normal duty day not to exceed ten (10) additional hours per year. Certified salaried employees may volunteer to attend an unlimited amount of professional activities throughout the year. If attendance is required notice of ten (10) working days will be provided. Professional Development will occur during PLCs.

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

E. All employees will be provided an equitable opportunity to request and participate in Professional Development tuition, courses, workshops, seminars, conferences, in-service trainings or other such programs based on a staff rotation, the needs of the District and availability of funds.

## **ARTICLE 31. EMPLOYEE OBSERVATIONS AND EVALUATION AND RE-EMPLOYMENT**

A. GENERAL EVALUATIONS Certified Performance Evaluations shall be performed in accordance with State of New Mexico requirements. Criteria and process of teacher performance evaluation shall be reviewed annually by a committee of not more than four (4) NEA-Raton members appointed to an evaluation review committee. Any changes shall be bargained in good faith and an MOU shall be created and signed by both parties. All standards and procedures utilized shall follow state and federal laws and regulations.

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

2. OBSERVATION CONFERENCES: A written report will be prepared for any class visit or observation a copy will be provided to the employee within 10 days of the observation. Employees at their option will be entitled to a conference to discuss said report. That conference shall occur within 10 days of requesting a conference. No observation report will be submitted to the central office, placed in the employee's file, or finalized or otherwise acted upon without prior conference and the employee given an opportunity to sign the report.

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

4. NOTICE OF PROCEDURES: Employees will be provided copies of all forms and information concerning PDP's (if applicable), observation, and evaluation procedures at the beginning of each year: or upon hire or when any changes are made to the procedures.

5. Employees will be provided all forms concerning PDP, Observations and/or Evaluations either by hard or electronic copy

6. No employee will be required to sign a blank or incomplete form.

7. All observation and evaluation addressed in this article on which employee signatures are required will include the following language immediately adjacent to the location of the employee signature: "Signature indicates receipt by the employee of this document. It does not indicate agreement or disagreement with the document

8. Employees shall be evaluated on the professional standards of their certification.

## **ARTICLE 32. EMPLOYEE DISCIPLINE**

A. GENERAL

1. Disciplinary actions will be based on just cause. When an employee is to be discharged or terminated, such discharge or termination will be handled in accordance with applicable New Mexico law.

2. The primary purpose of discipline is to correct performance or behavior that is below acceptable standards or contrary to the employer's legitimate interests, in a constructive manner that promotes employee responsibility.

3. Progressive Discipline shall be used whenever appropriate. There are instances when a disciplinary action, including dismissal, is appropriate without first having imposed a less severe form of discipline.

4. An administrator may place an employee on immediate administrative leave with pay to ensure the physical and emotional safety of students and co-workers and/or employee pending and during an investigation.

5. Prior to implementing any disciplinary action, an employee will be provided written notice of a predetermination meeting that shall include the charges against the employee. The purpose of the predetermination meeting is to provide the employee an opportunity to respond to the charges and is not an evidentiary hearing.

6. Any suspension of an employee pending final District action shall be Administrative Leave with Pay and shall be documented in written form that will identify the employee's right to have NEA-Raton representation.

#### B. REPRESENTATION

1. Whenever an employee is required to appear before an administrator or supervisor (pre-determination hearing) to respond to charges which may result in discipline, employees are entitled, at their request, to have a representative of the NEA-Raton present and represent him or her.

2. During any meeting initiated for a purpose other than discipline, during which an employee is asked to respond to charges which may lead to discipline, the employee has the right to postpone the meeting until such reasonable time as they are able to have a representative of the NEA-Raton present and represent him/her during such discussion. The employee shall select an Association Representative from his/her building if available or next closest building if one is not available.

3. Normally meetings described in 1 and 2 above shall be scheduled during non-instructional time. In the event the District schedules a meeting during instructional time and an NEA-Raton representative's presence is requested by the employee, the representative shall be released from duty.

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

## **ARTICLE 33. GRIEVANCE PROCEDURE**

A. Purpose

The purpose of this procedure is to secure, at the lowest administrative level equitable solutions to problems which may arise, involving matters dealt with in this agreement. All grievances shall be kept confidential.

B. Definitions

1. The term "grievance" means an allegation that there has been a violation, misinterpretation, or misapplication of a specific provision or provisions in this Agreement, school board policy, school rules, state and federal laws, agreements with the NEA, or loss of professional privileges with just cause and past practices. Terminations and dismissals shall follow state law.
2. The "immediate supervisor" is the person who evaluates the grievant and has the authority to remedy the allegation.
3. An "aggrieved employee" or "grievant" is the employee making the grievance or claim.
4. A "party of interest" is the employee, group of employees, or the Association making claim, or any person who might be required to take action (or against whom action might be taken) in order to resolve the claim.
5. The term "day," when used in this Article shall mean work days as defined by Article 2 of this agreement. In filing grievance appeals, or providing, the first day to be counted in the grievance procedure shall be the day following the act or discovery, receipt of a grievance, or decision.

C. Timely Processing of Grievances

1. Time limits specified at each level shall be considered maximum and effort shall be made to expedite the process. Time limits may be extended by mutual agreement in writing.
2. Failure to file a grievance or appeal a decision within the time limits specified herein shall result in dismissal of the issue.
3. Failure to submit a decision in writing within the time limits specified herein will cause the grievance to proceed to the next level.
4. If a grievance affects a group or class of employees, the Association may file the grievance within fifteen (15) days of the act that caused the grievance, at the appropriate supervisor's level, or if the appropriate supervisor does not have the authority to remedy the matter, at the Superintendent's level.
5. The processing of grievances will be accomplished at times agreed to by the parties to the grievance. Grievance meetings will be scheduled to be the least disruptive to the educational process or to minimize disruptions to the employee's work day. All employees requested to participate in a grievance meeting shall not bear any loss of pay or leave because of such participation.

D. Nothing contained herein shall limit the right of any employee to process a grievance as an individual without representation by the Association. When this occurs, the Association shall be offered the opportunity to be present and make its views known at all levels of the procedure except the Informal Level. Any adjustment shall not be inconsistent with or in violation of the provisions of the Agreement.

E. A grievant has the right to Association representation at all levels of the grievance procedure.

F. An employee having a concern that does not fall within the definition of grievance may discuss the matter with that employee's immediate supervisor. If the employee desires to be accompanied by an Association representative, notification must be provided in advance of scheduling the meeting. The immediate supervisor may also have a representative present.

G. All parties will ensure that grievances are conducted in a professional manner. No negative actions will be taken by the District against any aggrieved employee, any Association

representative, or any other participant in the grievance procedure by reason of such participation.

- H. The District and the Association shall collaboratively develop all forms to be used in the grievance procedure and shall share equally in the cost of the agreed upon quantity. All grievances, responses, and appeals must be filed upon the appropriate forms.
- I. All written materials related to the processing of a grievance will be filed separately from the Human Resources Personnel Files and kept for a minimum of two years.

## Steps of Grievance

### Informal Level – no forms required

1. The employee, who may be accompanied by an Association representative, shall first meet informally with his/her immediate supervisor in an effort to resolve the grievance. This meeting shall be scheduled within fifteen (15) days of the event of the act or discovery of the act that caused the grievance
2. The supervisor shall have five (5) days to respond to the grievant and if resolution is reached no further action will be necessary.

### Supervisor Level – Step 1

1. If the grievance is not settled at the Informal Level, the aggrieved or the Association may, within five (5) days of the decision at the Informal Level, submit a formal written grievance to the immediate supervisor. A meeting may be held at the request of the aggrieved or the immediate supervisor.
2. The grievance statement shall identify the section of the Agreement or the specific Board policy or specific written District procedure that governs the employee's terms and conditions of employment, alleged to have been violated, the circumstances involved, the specific remedy sought, and the date of the alleged act.
3. The immediate supervisor shall communicate a decision in writing within ten (10) days receiving the grievance.

### Superintendent Level – Step 2

1. If the aggrieved or the Association is not satisfied with the decision at the Supervisor Level, within five (5) days of receipt of the decision, may appeal the grievance in writing to the Superintendent.
2. The Superintendent shall meet with the grievant and the supervisor involved in the grievance to review the record of the prior steps and other information that may be presented. The Superintendent shall render a decision on the grievance within fifteen (15) days following receipt of the appeal.

### Mediation Level – Step 3

1. If the aggrieved or Association is not satisfied with decision at the Superintendent Level, either may submit within fifteen (15) days a formal written request for mediation services from Federal Mediation and Conciliation Services (FMCS) to the Superintendent or his or her designee.
2. Within five (5) days of the request for mediation, the district shall contact the regional representative from FMCS and schedule mediation services.

### Board Level – Step 4

1. If the aggrieved or the Association is not satisfied with the results at the Mediation Level, either may appeal to the Board of Education through the Superintendent. Such action must be initiated within ten (10) days after mediation.
2. The Board will review the grievance and, at the Board's discretion, the aggrieved or the Association may be invited to appear before the Superintendent and the Board of Education at their initial or subsequent meeting to present its position and respond to questions. The aggrieved or the Association shall be advised in writing of the decision of the Board within thirty (30) days of the Board's receipt of the request for review.

### Arbitration Level - Step 5

1. If the aggrieved or the Association is not satisfied with the disposition of the grievance at the Board Level, either may, within fifteen (15) days submit the grievance to Arbitration.
2. Within five (5) days following appeal to Arbitration, the parties shall meet to prepare a joint letter to the Federal Mediation and Conciliation Service, requesting a list of seven (7) arbitrators from the region, including New Mexico.
3. The parties will strive to mutually agree upon the Arbitrator. If the parties fail to agree upon the Arbitrator, each party will strike one name, followed by the other party striking one name, until a single name remains; and that person shall become the Arbitrator. The party required to strike the first name will be determined by the toss of a coin. The striking of names will occur within ten (10) days of receipt of the list by both parties.
4. The Arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this Article. The Arbitrator's decision shall be final and binding.
5. If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the Arbitrator.

6. The Arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement; and the Arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contractual interpretation.
7. The Arbitrator's decision will be in writing and will set forth the Arbitrator's finding of fact, reasoning, and conclusion of the issues submitted. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. A copy of the award will be submitted to the Superintendent, the aggrieved, and the Association.
8. All costs of the service of the Arbitrator, including, but not limited to per diem expenses, travel, and subsistence, and the cost of any hearing room, will be borne equally by the Board and the aggrieved or the Association. All other costs will be borne by the party incurring them. Unless the aggrieved is represented by the Association, the Board may require that the aggrieved party post the party's share of the expenses in advance of the hearing.
9. If any party requests a transcript of the proceedings, that party shall bear the full costs for the transcript.
10. The determination of the Arbitrator shall be acted upon as soon as possible but in no case more than thirty (30) days following receipt of the decision.

## **ARTICLE 34. PERSONNEL FILE**

- A. The District shall maintain an official personnel file for each employee. The file will be maintained in the District's Central Office. If applicable to the position employees are required to provide the District Central Office with current and complete official transcripts of earned college credits.
- B. An employee shall be permitted to review material contained in his/her official Personnel file. This shall not include pre-employment records. An employee wishing to access his/her official personnel file shall do so by appointment. Such review shall occur during non-duty time at a time that the District's Central Office is open for business. A designated District employee from the Central Office shall be present during the file review. The employee reviewing his personnel file shall sign and date the review log maintained in the personnel file.
- C. The District will honor requests for a copy of accessible documents in the employee's official Personnel file, up to a maximum of ten (10) pages. Additional copies will be provided based on the district fee.
- D. Except for routine file maintenance material, the District shall provide an employee with a copy of any document prior to the placement of the document in the official file. The employee shall sign the document and the employee's signature shall signify that the employee has received and read the document. The employee may submit a written response to any document that is placed in the employee's official personnel file. Such response must be submitted within ten (10) working days of the receipt of the document that generated the response.

- E. An employee may be accompanied by an NEA-Raton representative while reviewing the official file. The employee may also assign the sole responsibility for reviewing the file to an NEA-Raton representative provided the employee gives written authorization.

## **ARTICLE 35. COMPENSATION**

- A. The compensation of all employees is set forth in Appendix D which is attached hereo and made a part hereof this Article.
- B. All certified employees will be paid bi-monthly in equal installments.
- C. All classified employees will be paid bi-monthly based on FLSA requirements.
- D. All lump sum checks for less than twelve (12) month employees will be disbursed on or about the date of receipt of the final state equalization guarantee (SEG) payment.
- E. E.S.P. bargaining unit employees, who accept extra duty assignments beyond their regular assignments, shall submit their extra duty time sheets to their immediate supervisor within the pay period that the extra duty assignment was worked.
- F. E.S.P. Employees engaged in extra duties beyond their regular assignment that are compensated in the form of stipends shall be paid in accordance with the stipend schedules provided in this Agreement.
- G. Counselors' pay scale shall be equivalent to the Teacher pay scale. Counselors will be placed on a 183-day contract with 10 additional days, paid at the daily rate for a total of 193 work days/per year. Counselor job description will be aligned with state mandates. The District and the NEA shall jointly prepare the job descriptions.

**ARTICLE 36. STIPENDS AND INCREMENTS** Stipends will be paid for duties preformed above and beyond contractual obligations. The responsibilities duties expected from the employees for the stipend shall be put out.

See Appendix of Stipends.

## **ARTICLE 37. INSURANCE**

- A. The District will maintain its current insurance package as it exists in the 2015-16 school year.
- B. Any changes to the package shall be bargained.

**ARTICLE 38. OFFICIAL NOTIFICATION** Any official notice shall be in writing and be delivered directly to NEA-Raton President or to the Superintendent. Such notices must be signed for by the individual or designee

## **ARTICLE 39. AGREEMENT CONTROLS**

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

## **ARTICLE 40. COMPLETE AGREEMENT**

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

**ARTICLE 41. AGREEMENT DURATION** This Agreement is effective on the first full pay period following ratification by the bargaining unit employees, approval of the School Board, and signature by the parties and will remain in full force and effect through June 30, 2022. Annually, either party may reopen all economic/ financial articles and three (3) non-economic articles for negotiations. This agreement shall continue in full force and effect replaced by subsequent written agreement.

**ARTICLE 42. SEVERABILITY** If any provision of this Agreement or any application thereof is determined by a final order of an administrative agency or court of competent jurisdiction to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. The provision determined to be contrary to law shall be renegotiated by the parties provided either party submits

a written request to reopen negotiations no later than ten (10) calendar days after the parties knew or reasonably should have known that the provision was contrary to law.

**ARTICLE 43. SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_day of \_\_\_\_\_, 2019.

\_\_\_\_\_

\*\* , President,  
Raton Public School Board

\_\_\_\_\_

Date

\_\_\_\_\_

\*\* , Superintendent

\_\_\_\_\_

Date

\_\_\_\_\_

\*\* , President, NEA-Raton

\_\_\_\_\_

Date