

Certified and Classified Staff

Ruidoso Municipal School District/Ruidoso Education Association Agreement

2018/19 - 2020/21

With changes and additions through 2022-2023

Contents

PREAMBLE	2
ARTICLE 1- RECOGNITION	3
ARTICLE II - BARGAINING PROCESS	4
ARTICLE III - GENERAL PROVISIONS AND MISCELLANEOUS	6
ARTICLE IV-ASSOCIATION RIGHTS	8
ARTICLE V- EMPLOYEE RIGHTS AND PROCEDURES	11
ARTICLE VI -ARTICLE VI - HOURS, WORKLOAD, and NON-INSTRUCTIONAL DUTIES	21
ARTICLE VII - EMPLOYEE LEAVE	24
ARTICLE VIII - STUDENT DISCIPLINE	28
ARTICLE IX - GRIEVANCE PROCEDURE	29
ARTICLE X - TRANSFERS AND REASSIGNMENTS	34
ARTICLE XI - EMPLOYEE COMPENSATION, EXPERIENCE, AND BENEFITS	37
ARTICLE XII - DURATION AND TERMS OF AGREEMENT	39

PREAMBLE

We, the professional educators and classified staff of the Ruidoso Municipal School District, affirm our belief in the importance of the pursuit of knowledge, the encouragement of scholarship, the promotion of democratic citizenship, and our obligation to the public we serve.

We regard as essential to these goals the protection to learn and to teach with the guarantee of equal educational opportunity for all.

We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

ARTICLE I – Recognition

- A. Ruidoso Municipal School District recognizes Ruidoso Education Association for purposes of collective bargaining as the exclusive representative of a unit consisting of all regular certified and classified employees of the District.
- B. Certified Personnel included in the bargaining unit are defined as employees exempt from Federal Labor Standards Act (FLSA) provisions, and include: teachers, counselors, non-contracted related service personnel, nurses, etc.
- C. Classified Personnel included in the bargaining unit are defined as employees subject to FLSA provisions, and include: school site secretaries, custodians, educational/instructional assistants, etc.
- D. Confidential and Supervisory Personnel are defined as employees not included in the bargaining unit, for example, but not limited to: Superintendent, Associate Superintendent, Principals and Assistant Principals, Business Office Personnel, Maintenance Supervisor, Technology Supervisor, etc.

ARTICLE II - Bargaining Process

A. Bargaining Procedures

1. Not later than April 1 of the calendar year in which this Agreement expires, the District agrees to enter into collective bargaining with the Association over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning wages, hours, and other terms and conditions of employment and other issues agreed to by the parties (PEBA 10-7E-17 scope of bargaining AI and D).
2. During bargaining, the District and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. As of the time it is made public, the district will provide the Association with the preliminary and final budget categorized by account codes for the next fiscal year.
3. The District agrees not to bargain or otherwise deal with any employee organization other than the Association during the term of this Agreement, provided that if another employee organization is lawfully certified as the exclusive representative pursuant to the Resolution, the District may bargain with such organization regarding changes in wages, hours, and other terms and conditions of employment.
4. This Agreement incorporates the entire understanding of the parties on all matters, which were the subject of bargaining. During the term of this Agreement, neither party will be required to bargain with respect to any such matter whether or not covered by this agreement.
5. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

B. Negotiations Ground Rules

1. Ruidoso Education Association and the Ruidoso Municipal School District shall work together in a positive manner. There are no superior/subordinate relationships at the negotiating sessions. Respectful cell phone etiquette will be observed.
2. Negotiations shall be conducted in closed sessions. No bargaining sessions shall be audio recorded, videotaped or otherwise electronically recorded or transmitted. Each party will take and maintain their own notes.
3. All matters discussed during bargaining are confidential with the clear understanding that each party retains the right to inform their respective constituents as to the progress of the negotiations, but specific negotiation information shall not be released. If the parties are at impasse they may release information in accordance with law.
4. The size of the negotiating teams shall be limited to a maximum of five (5) members on each team. The Union and Management may identify three (3) alternates. The parties shall notify each other in writing of the names of their authorized representatives, including alternates, and of their chief spokesperson, at least five (5) working days prior

to the first negotiating session. The parties shall not interfere in the selection of each other's negotiating team. The teams agree to meet with less than the total team but not with less than two (2) members of each team present; however, the identified spokesperson/designee must be present. The spokespersons shall have final authority to sign-off on tentative agreements reached at the table.

5. Unless parties mutually agree otherwise, bargaining sessions shall be scheduled for four (4) hours. The team spokespersons may call for caucus on an as-needed basis and will identify the estimated length of time needed not to exceed twenty- five (25) minutes. Negotiating sessions will be held in a mutually agreeable location and on mutually agreeable dates. Ground Rules will be mutually agreed upon at the first negotiating session.
6. All tentative agreements shall be reduced to writing by the parties and initialed and dated by the chief negotiators. Such tentative agreements are conditional and may be withdrawn should subsequent discussions change either team's understanding of the language as it relates to another part of the agreement. Final settlement on a collective bargaining agreement is accomplished when the respective REA membership and the Board of Education have approved/ratified the proposed agreement.

ARTICLE III - General Provisions and Miscellaneous

A. Date and Duration

1. Article(s) may be re-opened during the contract period upon mutual agreement by both the Association and the District.
2. Should an increase or decrease of 2% or more in recurring funds occur at any point during the fiscal year, negotiations shall reopened, at the request of either party.

B. Non-Discrimination

The District and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees, or in the application or administration of this Agreement or any other rule, regulation, or policy relating to the terms and conditions of employment or Association membership on the basis of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, disability, domicile, or marital status.

C. Definitions

1. Unless otherwise indicated, the term "Superintendent" when used in this Agreement is understood to mean the Superintendent or his/her designee.
2. The term "Association" is understood to mean Ruidoso Education Association or its designated representative or representatives.
3. "Seniority" refers to an employee's total length of service in District.
4. The Public Employee Bargaining Act, or PEBA, is referred to in this document as PEBA.
5. "Family" or "relative" refers to an employee's spouse, children, parents, siblings, grandparents, grandchildren, and like relations created by marriage or other legal means, such as guardianships or foster children.
6. Unless otherwise indicated, the term "days" refers to work days in which the District's Administrative offices are open for business.
7. A "Certified Observer" is one as defined by NMAC.
8. "Collaboration" is defined as the act of working together with other people or organizations to create or achieve a result.
9. "Duties" are defined as obligatory tasks, conduct, service, or functions that arise from one's position.

D. Contrary to Law

If any provision of this Agreement or any application thereof to any employee or group of employees 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. The parties will meet, upon written request of either party, not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.

E. Intent and Good Faith

1. The Association may, in writing, contribute to the development of new policies which are to be implemented or are being considered for implementation in the district within five (5) days of notice of proposed new policies from the District.
2. The district will take actions, as may be necessary, to follow the provisions of this agreement. In the event of a conflict between District Policies and this agreement, this Agreement will control.
3. Each party will conduct collective bargaining agreement training for its respective constituents annually.

ARTICLE IV - Association Rights

All rights granted to the Association in this agreement and by law as the exclusive representative for certified and classified employees are for the exclusive use of the Association and may not be granted to another labor organization.

A. Access to Data and Records

1. The District will, upon written request, provide the Association with any documents and/or data relevant to collective bargaining within fifteen (15) days provided the document exists.
2. The Association may request to be placed on the Board agenda and any item must be submitted by the Association to the Superintendent five (5) working days before the regularly scheduled Board meeting.
3. A copy of the official agenda of Board meetings, and any relevant attachments, will be available to the Association prior to Board meetings or publically posted on the District website, and on the same day the Board receives such information.

B. Dues Deductions

1. Any employee who is a member of REA, or who has applied for membership, may sign and deliver to the Association, an authorization of deduction of professional membership dues for the Association (including NEA-NM and NEA), as established in writing by the Association. Such authorization shall continue in effect from year to year.
2. Salary deductions for membership in Ruidoso Education Association (REA) will be treated as employee membership as in any other voluntary plan or program offered by the District. The Association will certify to the District's payroll technician in writing the current amount of its membership dues for certified and classified personnel by October 1 for each school year.
3. Deductions will be made in equal installments on each paycheck during the school year. Payroll deduction will begin with the employee's October 15 paycheck and continue through the last paycheck due the employee.
4. The District will stop individual deductions and notify via email the Association when:
 - a. The employee submits an official written notification to the district Business Office to terminate payroll deductions for an employee who is no longer an association member, signed by the employee.
 - b. The employee is no longer in the employ of the District.
 - c. The employee has insufficient earnings to deduct the membership dues.

C. Use of School Facilities

1. The Association and its representatives shall have the right to use the District's facilities for meetings outside the duty day as long as no additional custodial costs are incurred and will submit a facilities use form to building principals.
2. The Association shall have space to post notices of activities and matters of REA concern on a designated bulletin board provided in each building. It is agreed and understood by the parties that REA may use the District mailboxes and email service for communicating to members of the bargaining unit with the understanding that REA Representatives and/or bargaining unit employees will distribute the items. Distribution by bargaining unit employees and emails will not occur on work time.
3. The Association shall request the use of the District's equipment on the equipment use form.

D. Association Leave

1. If bargaining between the District and the Association is scheduled during a school day, the members of the District's and Association's bargaining team will be relieved of all regular duties without loss of pay as necessary in order to permit their participation in such bargaining. Such leave will also not count against the Association leave granted below in Paragraph 2.
2. The Association will be granted twenty (20) leave days for purposes of conducting Association business. Approval will be allocated by the Association President or his or her designee and granted by the Superintendent as requested, except in case of emergency. The daily rate for substitutes for release days in addition to those provided herein shall be borne by the Association.
3. All above provisions will be in accordance with law.

E. Participation in Committees

1. The Board encourages employees to contribute their ideas for the betterment of the Ruidoso Municipal School District and in support of the NM DASH goals. The staff will be asked to provide input on policies and regulations, goals and objectives, curriculum, services, budget, facilities, etc. (Ruidoso Municipal Schools Board Policy GBB).
2. Employees, through the Association, reserve the right to be represented on district and school committees, excluding committees with membership exclusive to administrators, including but not limited to Budget, Calendar Committee, Curriculum, Textbook, Health Advisory, Professional Development and Safety.
3. Employees, through the Association, shall have the right to representation on District and school based committees making recommendations regarding hiring of personnel and supervisory positions. The REA President/designee will be asked to make appointments of members to serve on such committees. Supervisory positions shall include all administrators or any personnel providing employee evaluations; program

directors and/or coordinators, except the superintendent, which will be at the discretion of the Board.

F. Association Meetings

1. The Association and District will set aside the first Wednesday of each month upon which no District meetings will be scheduled after school, except in cases of emergency, so that the Association may conduct meetings or other Association business with its members.
2. The Association has the right to make announcements at faculty meetings. The Association may provide an information letter to new employees regarding the Association's role as the exclusive representative for new employees of the bargaining unit. The Association shall have ten (10) minutes to address staff at any all-district staff meetings, including the beginning of the year general meeting and new employee orientation.
3. The President of the Association and the Superintendent and/or designee may meet once a month at a mutually agreed upon time that is determined by both parties monthly to review and discuss concerns and issues, if needed. The party wishing to meet will initiate the request to meet.
4. An Association representative and/or any employee shall have the right to bring matters related to Association rights or the administration of this Agreement to the attention of the principal or immediate supervisor.

ARTICLE V- Employee Rights and Procedures

A. Employee Rights

1. The District will exhaust the substitute pool prior to requesting other school personnel serve as substitutes.
2. New teacher hires who do not currently possess a valid NM teaching license are bargaining unit employees and are paid as long-term substitutes until such time as their license is issued by NMPED. The district will pay these new-hire teachers \$155 per day.
3. The District will make an effort to provide hand-held communication devices to all employees required to supervise campus areas. Employees shall not be required to perform duties outside the scope of their license or certification, except in circumstances allowed by law. This is not to preclude the assignment of employees to extra- curricular sponsorships.
4. Concerns regarding any employee made by a parent, student, or other person to a member of the administration or school board shall be initially communicated to the employee for the purpose of resolving any conflict at the lowest appropriate level. This will not apply to instances in which child or employee welfare is in immediate danger or criminal misconduct is alleged.
5. Any concerns made by a parent, student, or other person which cannot be resolved with the staff member will be promptly called to the attention of the employee and reviewed/investigated as appropriate by the site administrator. If the concerns result in disciplinary action, all aspects of the Due Process Section (V.B) of this Agreement will be followed. If the concerns are to be used in the evaluation process, all aspects of the Employee Evaluation Procedures (V.J) of this agreement will be followed.

B. Due Process

1. When in the judgment of the Superintendent, it is in the best interest of the District and/or employee to place an employee on administrative leave, such leave shall be with pay pending determination of the action to be taken. The District shall provide in writing the reason(s) for placement of the employee on administrative leave and the specific allegations resulting in the placement of the employee on administrative leave.
2. Whenever an employee is required to attend an investigatory/disciplinary conference with an administrator or a supervisor, he/she will be given one (1) day notice of the meeting and the nature of the meeting. The employee may be accompanied by a representative of his/her choice, and meetings will take place during working hours.
3. Employees may only be terminated or discharged in accordance with law.
4. No employee will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage based upon a decision that is unsupported in fact.

5. Any reprimand, warning or discipline of an employee for just cause, such as an infraction of board policy and/or applicable laws, or work performance, shall be issued in a professional manner and reduced to writing. The employee and the supervisor may each have a witness present. This paragraph is not intended to limit the rights of employees provided for in Article V.H (Personnel Files).
6. No employee shall be verbally reprimanded in front of students, other employees, parents, or the public.
7. Situations that warrant an employee's placement on administrative leave shall be conducted with professionalism and confidentiality.
8. Role of a representative:
 - a. At the employee's request, a representative may serve as an advocate for the employee during an investigatory or disciplinary meeting as an employee or Association requests.
 - b. The representative may take notes during the meeting.

C. Site-Based Decision Making

STATEMENT OF PURPOSE: The purpose of the following procedures is to define accountability and responsibility for communication of policies, procedures, and actions that impact the District and its employees. Responsibilities of the School Advisory Council shall include collaboration involving all aspects of the learning environment, including budgetary allocations, at the site. Each School Advisory Council's purpose includes, but is not limited to:

1. Working with the school principal and giving advice, consistent with state and school district rules and policies, on policies relating to instructional issues and curricula and on the District's proposed and actual budgets.
2. Developing creative ways to involve parents/guardians in the schools.
3. Where appropriate, coordinating with existing workforce development boards or vocational education advisory councils to connect students and school academic programs to business resources and opportunities.
4. Serving as the champion for students in building community support for schools and encouraging greater community participation in the public schools.
5. Each school site shall compose a standing committee, made up of elected members of employee groups and parent/community groups and the school principal in accordance with NMSA (Statute 22-5-16, Advisory school councils; creation; duties).
6. The School Advisory Council shall establish regular monthly meetings by October of each year.

7. Council members will provide opportunity for input and feedback from their constituency groups.
8. Professional Development days are based on the Annual Plan (NMDASH) and/or instructional needs of students. Each School Advisory Council will review needs and collaborate on professional development as appropriate.
9. Facilities Development - At the site level, the School Advisory Council shall collaborate with the administration regarding site facilities development.

D. Curriculum

1. Adoption Cycle: A two-year committee, representing each building site, will be established for purposes of recommending specific curricular area materials in accordance with the state schedule for adoption. One year prior to the official adoption, the committee will review textbooks/materials in order to recommend which materials best fit the District's curriculum/needs. The committee shall attempt to establish consistency across all schools and subjects to meet curricular goals efficiently.
2. Ongoing Curriculum Alignment: The District will create a process to update and align curriculum and involve appropriate teaching staff each year. Representation on the committee shall include a cross section of grade/curricular areas in order to promote better understanding of the curriculum needs across the district. Building principals shall be responsible for ensuring the implementation and continuity of curriculum.

E. District Program Direction/Development

1. Administration shall outline in writing, throughout the year at board meetings, the existing programs in the district and the determined direction of each program.
2. After defining the above programs, the District shall present to building staffs and community information to ensure understanding and communication regarding District direction.
3. The District shall post a copy of proposed policies via the Boardbook and allow reasonable time for staff input.
4. A copy of written input shall be provided to the Superintendent by the Association and/or building administrator at least one (1) week prior to Board action in order to allow time for discussion, follow-up, and/or clarification.
5. The District shall involve the Association in development of policies regarding professional and instructional decisions.

F. Professional Attire

Staff is expected to dress professionally, appropriate to the level and subject taught.

G. Dismissal and Non-Renewal of Contract

A notice of termination shall be a notice of intention not to reemploy for the ensuing school year. Prior to the end of the contract year the District shall provide notice of termination (New Mexico State Statute 22-10A-24-D).

H. Personnel Files

1. The Superintendent or designee shall be responsible for the development and maintenance of appropriate personnel records. Personnel records of current bargaining unit employees shall be the property of the Ruidoso Municipal School District. The personnel records and their contents as utilized for the purposes of this agreement are defined as:
 - a. Background and Service Record File contains background information in regard to training, experience, references, credentials, application form, personal data, record of service with the school district consisting of school and grade assignments or subjects taught each year, copies of contracts, transfer requests, extended leave requests, letters of resignation, termination information which will indicate whether termination was a resignation or dismissal, payroll and payroll deduction information, and other information as required by state/federal regulations.
 - b. Performance and Evaluation File contains evaluations, professional development plans, growth plans, counseling statements, and formal accommodation letters by direct administrator and/or supervisor. Appropriate components of this file may be stored on NMPED electronic evaluation platform.
 - c. Annual Performance File may include PDP, growth plan, evaluations, lesson plans, observations, communications, and memos. This file may be kept at the employee's building. An administrator's working file will be expunged after a minimum of two years.
 - d. Medical File contains records related to medical conditions or disability and will be contained in the confidential file per federal and or state regulations.
2. Employees will have the right to review the contents of their personnel files and to receive a single copy at District expense of any documents contained therein. An employee wishing to view his/her file will submit a written request to the superintendent's office for an appointment to view the file. An employee will be entitled to have a representative accompany him/her during such review.
3. The employee will have the right to indicate those documents and/or other materials in his/her file, which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the Central Office with the agreement of the Superintendent, and if he/she agrees, they will be destroyed in accordance with General Governance Administration Statute 1.15.6. No material derogatory to an employee will be placed in his/her Performance and Evaluation file unless the employee has had opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material

by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. Should the employee refuse to sign, a witness will be called to sign that the employee refused. The employee will also have the right to submit a written answer to such material and his/her answer will be attached to the file copy.

4. An Access Log will be kept with personnel files and will include the date, employee reviewing the file, and an administrator/designee signature. A listing of employees designated by the Superintendent to access folders for purposes of maintenance will be posted in the office of the Superintendent and with the Association.

I. Employee Evaluation Procedure

Employees of the bargaining unit will be evaluated through district developed evaluation tools in accordance with New Mexico Administrative Code (NMAC) and Public Education Department requirements. Teachers will be evaluated according to New Mexico Administrative Code (NMAC) and Public Education Requirements and the following:

1. Formal observations will be scheduled at mutually-agreeable times; if an employee requires more than one observation, one may be unannounced.
2. In order to insure the most accurate picture of teacher performance, formal observations should be conducted at different times of day and/or while the teacher is teaching different classes (groups of students). Observations shall not be conducted during state or district mandated testing.
3. After each observation, the certified observer shall meet with the teacher and review the findings of the observation. The findings shall be reduced to writing. These meetings will take place within 10 days of the evaluation. The teacher shall be able to have a witness of their choosing present at that meeting. This witness may take notes, but not serve as an advocate.
4. The teacher shall be provided the opportunity to submit a written response to the evaluation that shall be made a permanent part of the evaluation regardless of what overall rating the employee has received on his or her evaluation.
5. The evaluation procedure and process shall be subject to the grievance procedure; however, the final score of the evaluation result is not grievable.
6. If, during teacher observations/evaluations, specific elements of the NM Teach rubric scoring ineffective or minimally effective are observed the teacher's observer will notify the teacher within five (5) days using the appropriate feedback tools and collaborated with the teacher on how to correct those deficiencies. A teacher may request, and will receive, an additional observation by a certified district evaluator.
7. A Professional Growth Plan is a collaborative process between the administration and the teacher. It is developed to address specific elements of the NM Teach rubric that have been observed and discussed with the employee. It also provides for adequate time to make required improvement. Should a PGP be necessary, all components will

be aligned with the Public Education Department Requirements and/or NMAC.

8. Within five (5) school days after the expiration of the Professional Growth Plan, the site administrator shall determine whether the actions addressed by the Professional Growth Plan have been corrected and will forward a written recommendation to the school superintendent according to Public Education Department Requirements and/or NMAC.

J. Professional Development

1. The District will pay the full cost of tuition incurred in connection with any course, workshop, seminar, conference, in-service training session, or other such program, which is a written directive to attend, by the District to the employee in order to comply with professional development. This does not include those courses one must take to earn the Master's Degree, or other hours needed to complete waiver or endorsement requirements, or other college hours, that teachers may choose to take for advancement.
2. The District does not compensate employees their daily rate for attending conferences or classes that are held on weekends, evenings, summers or holidays, unless the District requires the employee to attend.

K. Bargaining Unit/Contracting

1. This article does not preclude the use of substitutes for short or long term by the District. It is recognized by the parties that it is the responsibility and obligation of the district to determine what services will be provided, the level of services that will be provided, and by whom the services will be delivered.
2. This article does not supersede existing agreements with food services and transportation.
3. The District agrees that the work performed by employees is bargaining unit work, and except as otherwise provided in paragraph four (4) below, such work will be performed only by members of the bargaining unit and will exhaust all means to ensure that positions in bargaining unit work be filled by employees eligible to be members of the bargaining unit.
4. It is agreed that the District may contract any work which it is not feasible to perform with its own employees because there are no employees who are qualified according to District job descriptions are interested in performing such work, or there is more work than the employees can do within the allotted time without interfering with the work which they ordinarily perform. The District will first seek to hire employees to fulfill the work above with either members of the bargaining unit or new personnel.
5. Nothing in this Agreement shall be construed to prohibit the acceptance by the District of any volunteer or gift of work as long as such work does not deprive any member of the bargaining unit.

L. Reduction-in-Force (RIF) Procedure - Certified Staff

Prior to initiating the RIF, the Board will, if possible, attempt to absorb the necessary reductions through attrition. In the event the District deems it necessary to initiate a reduction in the bargaining unit work force, the following provisions shall apply:

1. The Superintendent shall determine the number and type of positions to be affected by the RIF.
2. The District will notify the Association of its intent to initiate a RIF, as soon as its decision to do so is reached. The District will collaborate with the Association regarding the plan for implementing such RIF.
3. Employees in the areas affected by the RIF with less than three (3) years of continuous full time service shall be laid off in accordance with seniority in their respective position or category of employment. The Superintendent reserves the right to make all final decisions in accordance with the agreement.
4. If reduction-in-force requirements are not met through normal attrition or the release of employees with less than three (3) years of continuous service, then those in the areas affected by the RIF with three (3) years or more of continuous service with the District shall be laid off on the basis of seniority. In situations where seniority is equal and there is no available position for which the senior employee qualifies, the following criteria will apply:
 - a. Licensure/endorsements/certifications/qualifications.
 - b. Verifiable experience or demonstrated performance.
 - c. Any senior employee with verifiable extracurricular or co-curricular responsibilities who replaces a less senior employee who performs those duties may be asked to assume those duties.
5. The Superintendent shall provide the personnel affected by a reduction in the number of personnel employed or by the discontinuance of a particular type of service with a written statement of honorable dismissal and reason thereof within thirty (30) days of starting the reduction in force.
6. If the District employs new personnel, the Superintendent shall first offer reemployment to the personnel laid off in the reverse order of layoff. The recall list shall be maintained by the District for a period not to exceed two (2) years. Thereafter, an employee shall lose his/her right to recall. It is the responsibility of the employee to maintain current contact information on file with the District.
7. All employees laid off pursuant to necessary reduction in staff shall be placed on the substitute list for the District, provided that a written request for such placement is made by the affected employee.
8. An employee affected by the Reduction In Force Procedure will have the option to

remain an active participant in the District's fringe benefit programs in accordance with New Mexico Public School Insurance Authority guidelines by contributing the amount he/she and the district would have been required to contribute if the employee were actively employed.

M. Reduction-in-Force (RIF) Procedure - Classified Staff

The number and type of classified staff positions required to implement the District's educational program will be determined annually by the Superintendent. In the event the Superintendent decides to release classified staff members, the following guidelines will be in effect:

1. Normal attrition will be relied upon as the first means of reducing the staff.
2. If attrition does not accomplish the required reduction in the staff, the Superintendent shall use the following criteria to make recommendations to the Board:
 - a. Qualifications of staff members to accomplish the District's program;
 - b. Overall experience and training;
 - c. All other factors being equal, length of total service in the District.
3. Personnel to be laid off shall be notified of such layoff as soon as practical.

N. No Strike/No Lockout Provision

1. No member of the bargaining unit will engage in a strike. The Association will not cause, instigate, encourage, or support a strike, walkout or slowdown.
2. The District will not cause, instigate, or engage in any lockout of employees.

O. Professional and Instructional Issues

1. Professional Development
 - a. Recognizing that certified employees and administrators each bring unique perspectives in the endeavor to meet students' needs, the parties agree that collaboration is critical in the decision-making process regarding professional development at each district level: district, site, and department on an ongoing basis. Individual and site needs, as well as state and federal requirements, will be taken into account when collaborating.
 - b. A certified employee's refusal to attend professional development beyond their normal work hours and/or work year will not be reflected in the certified employee's evaluation and will not subject the employee to disciplinary action of any kind.

2. Recognition of Certified Employee's Professionalism and Expertise

- a. All District-wide curriculum and instruction initiatives including textbooks and instructional program adoptions and adoption and implementation of assessment systems, except those mandated by the state, will be collaboratively considered by committees that include no fewer Association representatives than Administrative representatives on any such committees. Final reports and recommendations of all committees will be provided to the District Superintendent and the President of the Association in a timely manner prior to action taken.
- b. A certified employee has the right to exercise his/her professional judgment in presenting, interpreting, and using critical inquiry to explore information and ideas, including controversial issues, in conjunction with the District's philosophy, mission, goals, curriculum, and objectives. Certified employee have the right to encourage discussion of diverse opinions, feelings and ideas during class instruction as long as the certified employee is not attempting to persuade students to accept their point of view or making negative or derogatory statements regarding any individuals or the District. Teachers will be allowed to use professional judgment to supplement the adopted curriculum to ensure individual student success.
- c. With respect for the professional judgment of certified employees, the District and the Association recognize and support their academic autonomy if fulfilling the District's goals, curriculum and objectives. Professionalism includes, but is not limited to, collaboration with administration and colleagues to provide consistency in curriculum, content, materials, and student assessment, recording and maintenance of student information, and assignment of student grades. Professionalism also recognizes needs, interests, capacities and the linguistic and cultural background of each student in conjunction with the District's philosophy and goals.

P. Staff Participation in Political Activities

Bargaining unit employees, as citizens, have the right to engage in political activity. However, school time may not be used for political purposes. Staff members who intend to engage in political activities shall be guided by the following:

1. No employee shall engage in political campaigning upon property under the jurisdiction of the District, unless permission has been granted for that purpose through the "Community Use of School Facilities" policy of the Board.
2. Campaigning and other election activities must be done in off-duty hours, when not working in an official capacity for the District, and without the participation of District employees or students acting in the capacity of District or school representatives.
3. Invitations to participate in election activities on a given campus, except when extended by groups leasing or using school facilities, shall be extended only when such invitations are offered to all candidates for the office.
4. The personal use of District equipment, supplies, materials, buildings, or other

resources to influence the outcome of any election is not permitted.

5. Political circulars or petitions may not be posted or distributed on District premises.
6. The collection of campaign funds and/or the solicitation of campaign workers are prohibited on school property.
7. The use of students for writing or addressing material intended for political activities, or the distribution of such materials to or by students, is forbidden.
8. Employees of the District may not use the authority of their position to influence the vote or political activities of any student or employee.
9. The discussion and study of politics and political issues, when such discussion and study are appropriate to classroom studies, are not precluded under the provisions of this policy. This policy shall apply only when an employee is serving as an agent of or working in an official capacity for the District.

ARTICLE VI - Hours, Workload, and Non-instructional Duties

A. Hours and Workload

1. All full time employees may be assigned appropriate starting and dismissal times, provided that their total workday will be no longer than seven and three-quarters (7 3/4) consecutive hours including the duty- free lunch period guaranteed to them under Section 8 of this Article, with the exception of custodial, secretarial, and FLSA non-exempt employees which are assigned a total work day of eight hours inclusive of thirty (30) minute lunch period and two fifteen (15) minute breaks. The length of the assigned workday will be substantially equivalent for all full time employees.
2. In regard to a delayed opening, the employees will report at the corresponding time to the regular day schedule, i.e., if employees report to work regularly twenty minutes before take-up time, they would report twenty minutes before delayed starting time.
3. An early dismissal day (due to inclement weather, emergency) will be called by the Superintendent or his/her designee. The site administrator will determine staff necessary to ensure the safety of students, and will dismiss staff as soon as possible after students are dismissed. In no case shall an employee be required to put their personal safety in jeopardy.
4. If school is canceled due to inclement weather or emergency, employees will not be required to attend the regular workday except twelve (12) month employees of the bargaining unit are required to work on a canceled or delayed school day. If the twelve (12) month employee does not work a full work day, extra time may be approved by the Site Administrator to make up within the same work week or leave will be docked for either a half- or full-day, whichever is appropriate.
5. The work year of all employees of the bargaining unit will be determined based upon the salary schedule negotiated between the Association and the District. The "work year" will include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, and any other days on which employee attendance is required.
6. Certified employees may be required to remain after the end of the regular workday, or ~~report before the start of the regular workday, without additional compensation not~~ more than ten (10) hours per semester to be used for such purposes as faculty meetings, committee meetings, student/parent conferences, Open House, professional development, dance duties, graduation and the like. The District shall provide reasonable notice to employees of the requirement to remain after the end of the regular workday or report before the start of the regular workday.
7. No meeting shall be longer than three (3) hours in duration. In all such cases the site administrator shall notify the staff at least two (2) work days prior to the scheduled meeting. If the meeting is an emergency meeting, the site administrator shall give as much prior notice as is possible, so as to prevent hardship to employees.

8. The School Advisory Council (SAC) will be involved in planning all site meetings in number six (6) above, except emergencies. It is the shared responsibility of administrators, staff and SAC to develop deploy and track the ten (10) additional work hours at each site.
9. Certified employees will have a duty-free lunch period of at least forty-five (45) minutes per day.
10. Classroom teachers will, in addition to their lunch period, have daily preparation time during which they will not be assigned to any other duties as follows:
 - a. Elementary School - not less than 45 consecutive minutes per day.
 - b. Middle School - not less than one regular class period per day.
 - c. High School - not less than one regular class period per day.
11. The administration, counselors, registrar and at least two (2) members of the School Advisory Council shall collaborate in creating a master schedule at each building site for the ensuing school year.
12. Certified employees at the secondary level shall not have more than four (4) different courses to teach per day. It is recognized by the District that smaller class sizes, although only one of the factors that affects a student's education, are beneficial in providing a student an excellent educational experience and so will make every attempt to keep in line with state statute concerning class sizes. If the District finds it necessary to request a state waiver for class sizes for more than one school year, the District will collaborate with the Association on the matter of class size before requesting further waivers.
13. Employee participation in extra-curricular and co-curricular activities will be strictly voluntary, and employees will be compensated for all such participation, if funds are available.
14. One full teacher work day will be scheduled at the beginning of the school year and again the first day following Winter Break.
15. In the event the administration in collaboration with the SAC recommends a workday be used for professional development the following conditions must be met:
 - a. The recommendation must come from the SAC to staff.
 - b. There must be opportunity for discussion.
 - c. A vote must be taken and have seventy-five (75) percent approval.
 - d. Results must be documented and kept on file by the Principal for the duration of the school year and a copy sent to the Associate Superintendent.

B. Non-Instructional Duties

1. Non-instructional duties shall be defined as duties outside the parameters of the core disciplines (instructional disciplines) taught within a school day.
2. Non-instructional duties will be assigned per site on a rotational basis as determined by each site.
3. Required non-instructional assignments including playground, lunch, recess duty, bus duty or required before and/or after school supervision of students will be considered part of the employee's regular compensation. If the duty exceeds the employee's regular workday, the time will be deducted from the 10 hours allowed per semester and noted in Article VI.A.6 above.
4. Due to the diversity of each school's needs, each school site administrator will work with SAC to create procedures for supervision of students outside the normal school day. Any non-exempt employee required to supervise students will be required to remain on the clock. The time spent waiting for the student to be picked up will be included in the employee's 10 additional hours and tracked by site based administrator. (See Article VI.A.6) Each school base plan will include, but is not limited to:
 - a. If a student is not picked up 30 minutes after release time and we are unable to contact a parent or any of the emergency contacts, the school resource officer will be contacted to transport student to CYFD or the Police Station.
 - b. If SRO is unavailable. The police department or CYFD will be called.
 - c. Teachers will not transport students in teacher-owned vehicles. When a student is not picked up, a staff member may not transport the student in a private vehicle.

ARTICLE VII - Employee Leave

A. Absent Without leave

1. An employee shall be deemed "absent without leave" when absent from work because of:
 - a. A reason that conforms to a policy currently in effect but the maximum days provided for in that policy will be exceeded; or
 - b. A reason that does not conform to any policy currently in effect; or
 - c. Failure to report to work without entering absence in the District's absence management system or notification to the direct supervisor/supervisor's designee.
2. An employee shall not be compensated for time lost due to being absent without leave. In the case of a documented emergency, an employee may appeal to the superintendent.
3. An employee who is absent without leave is subject to disciplinary action.

B. Professional/Support Staff - Personal leave

1. Personal leave days may be accumulated by employees up to 180 days.
2. Personal leave will be granted for any reason that the employee deems appropriate.
3. Personal leave is awarded for a period from July 1 to June 30, with the annual twelve, thirteen, or fourteen days (according to the number of months employed each year) available to employees, and is prorated according to time served.
4. Personal leave benefits shall not be paid during any period for which an employee is eligible for worker's compensation payments unless the employee has elected in writing to assign or pay his/her worker's compensation payment to the district for the period during which the personal leave benefits are paid. In no event shall an employee be entitled to both personal leave benefits and workers compensation payments during the same period. As used in this policy, "workers compensation payments" refers only to wage replacement benefits under the Worker's Compensation Act. In the event an employee received both personal leave benefits and worker's compensation for the same period, the district will deduct the amount of personal leave benefits paid (in the event no election has been made) or the amount of worker's compensation payments received by the employee (in the event an election has been made) from the next amount due the employee from the district.
5. If an employee exceeds their personal leave days, they may be docked a day's pay for each day exceeding their allotment.

C. Professional/Support Staff - Professional Leave

Leaves from duty without deduction may be granted for professional visitation and attendance at job- related meetings, conferences and training sessions or other activities which in the supervisor's judgment would be beneficial to the work of the employee or to the district as a whole. Professional Leave requires the supervisor's prior approval.

D. Professional/Support Staff - Bereavement Leave

Three (3) days may be requested for the funeral of a family member. The definition of family applies to spouse, children, parents, siblings, grandparents, grandchildren, and like relations created by marriage. Up to five (5) additional days may be granted by the superintendent.

E. Family Medical Leave Act

Leave pursuant to the Family and Medical Leave Act shall be handled in accordance with the law.

F. Professional/Support Staff - Military/Legal Leave Military/legal leave shall be handled in accordance with law.

G. Jury Duty/Court Subpoena

1. Leaves from duty without deduction of personal leave shall be granted to any employee where absence from duty is required by lawful subpoena to testify in court proceedings in an administrative hearing or for school related business, where the issue does not involve asserting or protecting one's own interest.
2. Leaves from duty without deduction of personal leave shall be granted to any employee for appearance in court as a witness on behalf of the District, to serve on a jury, or to respond to an official order from another government jurisdiction.
3. Employees shall notify their immediate supervisor of their desire to apply for such leave as soon as possible prior to the date services must be rendered.
4. Certified employees may not receive compensation from the District and from jury duty/court, however, reimbursement of expenses is permissible. Jury duty compensation, if issued, will be returned to the certified employee's site supervisor or the District Finance Office.

H. Professional/Support Staff - Annual Leave

1. Twelve month employees shall perform a work year of not more than 242 working days, which includes ten (10) days of annual leave. The work year may also include specified times during school holidays noted on the official school calendar. The actual work year is determined when the Board sets the school calendar.

2. Unused annual leave may be carried forward into the next fiscal year. All annual leave arrangements require supervisor approval.
3. An employee who has accrued annual leave shall, upon termination of employment, be paid one (1) lump sum, not to exceed 20 days, as part of his/her salary for the unused annual leave.
4. Only twelve-month (242 day) employees earn annual leave.

I. Professional/Support Staff - Sick Leave Bank

1. The Sick Leave Bank can only be used for catastrophic illness (catastrophic is defined as a life- threatening illness), surgery, a temporary disability requiring extended hospitalization or home confinement, or for the same reasons involving (Pg43-45)days from the Sick Leave Bank.
2. Any employee in the district who has accumulated ten (10) days or more may donate one (1) day to the Sick Leave Bank. Employees may contribute additional days. Once the donated day is in the bank, the employee loses all control of that day. How the day is allocated will be the decision of the Review Board.
3. If the request is for an immediate family member, the Review Board can grant days. The employee can reapply for consideration for additional days, if needed. Approval for family member will only be made if the employee is the only one who can take care of that family member.
4. A doctor's medical report must be attached to the request for sick leave days from the bank. The report must specify the severity of the illness or indicate if any surgery is an emergency or elective procedure. It should also estimate the time needed for recovery and return to work.
5. The Review Board will grant up to a maximum of twenty (20) days at a time. Should the need exist for more days then the Review Board must approve of additional days. If the employee requests more than fifty (50) days, the Sick Leave Review Board will submit their recommendation to the superintendent for review and approval or disapproval.
6. The decision of the Review Board shall be forwarded to the Superintendent and the applicant. If the decision favors the applicant, it shall stand. If the applicant is not satisfied with the decision, he/she may appeal the decision, in writing, to the Superintendent. The appeal must be made within five (5) working days after notification of the Review Board's decision. The decision of the Superintendent is final. There shall be no further appeal.

J. Professional/Support Staff - Sick Leave Bank Review Board.

A Review Board, jointly appointed by the Association and the Superintendent, made up of at least one (1) volunteer representative from each employee group (administrative, licensed, and classified) will be formed to review each case. This standing committee will

look at the employee's past record on sick days used. Each decision requires a minimum of two (2) votes to approve or disapprove.

1. The Sick Leave Bank Review Board will have the authority delegated by the RMSD Board of Education to operate the Sick Leave Bank Program.
2. The RMSD Board of Education reserves the right to review and/or terminate the Sick Leave Bank Program at the end of each school year.

ARTICLE VIII - Student Discipline

- A. Discipline in the classroom and at the school site is the responsibility of the teachers with support from administration. It is essential for the school staff to establish and communicate its discipline code for students and to establish a means for obtaining parent involvement in the disciplinary process.
- B. The school site discipline code will be published in the Parent/Student Handbook and online by the school before the start of the school year.
- C. Final Disciplinary decisions are the responsibility of the site administrator(s).

ARTICLE IX - Grievance Procedure

A. Purpose

1. The purpose of this procedure is to secure, at the earliest possible time and at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise involving the matters dealt with in this Agreement. Both parties agree that these proceedings will be kept confidential.
2. To pursue the goal of an equitable solution to all problems at the lowest appropriate level, a conference between the employee and building administrator and their representatives of choice is required. The subject matter of such conferences will be exclusionary and limited to the cited Article(s), Section(s), and Subsection(s), at issue.
3. All grievances will state the specific section and subsection of the Agreement allegedly violated, the date of the alleged violation, the administrator alleged to have committed the violation, a description of the violation, and what specific remedy is sought. Statements such as "to be made whole are not specific remedies and will not be accepted.
4. Nothing contained herein will limit the right of any employee to process a grievance as an individual without representation by the Association.

K. Definitions

1. A "grievance" is an allegation by an employee, group of employees, or the Association, that there has been a violation, misinterpretation or misapplication of a specific provision(s) of this Agreement.
2. An "aggrieved employee" is the employee or employees making the claim.
3. A "party in interest" is the employee or employees making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. ~~The term "day" when used in this Article will mean working days, which are days~~ the Administrative office is open for business, unless otherwise stated. In filing grievances, appeals or providing responses, the first day to be counted in the grievance procedure will be the day following the act or discovery, receipt of a grievance or decision.
5. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant and/or having been designated by the Superintendent to adjust grievances. If an employee is assigned to a building, the principal will be the immediate supervisor.
6. A "grievant" or "aggrieved" will mean the employee or group of employees in the

unit of the Association.

7. "Group grievance" is a grievance, which involves the same or similar allegations of those employees filing a group grievance and the same supervisor, provided the claim is signed by those individuals in the group grievance.

L. Provisions

1. At all levels of the grievance procedure, an employee may discuss the matter with and may be accompanied by an Association representative in any meeting at any step in this procedure. If the employee desires to be accompanied by an Association representative, oral or written notification must be provided in advance of the meeting. The immediate supervisor may also have a representative present provided the employee has been notified in advance of the meeting.
2. When possible all grievances after Level I will be scheduled outside the instructional day if the grievant is a classroom teacher.
3. When the aggrieved is not represented by the Association, the Association will be offered the opportunity to be present and make its views on the grievance known at all levels of the procedure.
4. If a situation affects a group or class of employees, whether or not any employees have chosen to file a grievance, the Association may file the grievance within fifteen (15) calendar days of the act or discovery of the act that caused the grievance. (deleted content)
5. A grievance may be filed directly with the Superintendent if the appropriate Supervisor does not have the authority to remedy the matter or a supervisor for the issue does not exist.
6. The District and the Association will collaboratively develop all forms to be used in the grievance process. All grievances, responses, and appeals must be filed on appropriate forms as provided by the District or the Association or must follow the same format as the collaboratively developed forms.
7. All written materials related to the processing of a grievance will be filed confidentially and separately from the employee's personnel files. The name(s) of the grievant will remain confidential.
8. The District/Supervisory Personnel will provide the Association President a copy of any written grievances filed on the required grievance form or facsimile of the form. Grievance appeals and/or responses will be provided to the Association President in the same manner by the responding supervisor. The distribution will occur at the time of the receipt of the grievance, appeal or decision.
9. The processing of a grievance will be accomplished at times agreed to by the parties of the grievance. The employees participating in a grievance meeting will not bear any loss of pay as a result of this participation.

10. No party will take reprisals on any member of the unit, supervisor or administrator, Association representative(s), or other participant in the grievance procedure by reason of such participation.
11. The Association and, unless the law provides otherwise, the aggrieved employee will be required to exhaust the grievance procedure set forth in this Article, including arbitration, before seeking alternative remedies, provided that by doing so they will not be deemed to have waived or otherwise prejudiced any constitutional, statutory, or other legal rights that they may have.

M. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual written agreement.
2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or soon thereafter.
3. The aggrieved must request a meeting with the immediate supervisor at the Informal Conference Level (Level 1) within five (5) days of the act or discovery of the act that caused the grievance. An ongoing act can be discussed and can be the basis of a grievance within five (5) days of the latest occurrence. If the immediate supervisor does not meet with the aggrieved within five (5) days of the request for the meeting, the aggrieved may proceed by filing the written grievance at the Supervisor Level (Level 2).

N. Steps of Grievance

1. Pre-Grievance - Informal Conference

Prior to filing a grievance, the employee will meet with the immediate supervisor in an attempt to resolve the issue. Both the employee and the supervisor may have a representative present. The potential grievance will be identified by the employee and the remedy discussed. If the matter is not resolved, the employee may proceed to the Supervisor Level of the Grievance Procedure.

2. Level 1 - Supervisor

- a. If the grievance is not settled at the Pre-Grievance Level, the aggrieved may, within five (5) days of the meeting at Pre-Grievance Informal Conference Level, submit a formal written grievance to the same immediate supervisor with which the informal conference was held.

- b. The grievance statement will identify the information stated in A, 3 above.
 - c. The immediate supervisor will communicate a decision, in writing, within five (5) days after receiving the grievance.
3. **Level 2 - Superintendent**
- a. If not satisfied with the decision at the Supervisor Level, the grievant may, within five (5) days of receipt of the decision, appeal the grievance in writing to the Superintendent.
 - b. The Superintendent will meet with the aggrieved and/or representative(s) within five (5) days of the above request, or at an agreed upon date. The meeting with the Superintendent will include the grievant and may include the Supervisor involved in the grievance to review the record of the prior steps and other information that may be presented. Parties to the grievance may be accompanied by an Association representative to the meeting. The Superintendent will render a decision on the grievance within five (5) days following the meeting.
4. **Level 3 - Mediation**
- a. If in the opinion of the aggrieved party a satisfactory settlement is not obtained, the aggrieved party may within ten (10) days following receipt of the Superintendent Level response appeal the decision, in writing, to the Superintendent and Association. A mediation session will be scheduled by the Superintendent and Association President if all parties agree to participating in mediation. If the parties do not consent to mediation, the aggrieved employee has five (5) days from the date of appeal to mediation to notify the District of his/her request to proceed to arbitration.
 - b. The Federal Mediation and Conciliation Service (FMCS) will be dcontacted by the aggrieved employee within ten (10) days of the appeal to mediation.
 - c. If mediation is successful in resolving the grievance a written agreement of resolution will be entered into during mediation and binding upon both parties. If mediation is unsuccessful in resolving the grievance the aggrieved employee may within ten (10) days of the conclusion of the mediation process, submit in writing to the Association a request to submit his/her grievance to arbitration. Within ten (10) days of the receipt of the request the Association will inform the Superintendent of its decision
5. **Level 4 - Arbitration**
- a. Within five (5) days of notice to the Superintendent to proceed to Arbitration, the association will file with FMCS requesting a panel of seven (7) arbitrators from the region including New Mexico
 - b. Within ten (10) days of receipt of the panel of arbitrators, the parties will meet to select an arbitrator. Each party will strike one name followed by the other party

striking one name until a single name remains and that person will become the Arbitrator. The party required to strike the first name will be determined by a flip of the coin.

- c. The Arbitrator's decision will be final and binding.
- d. If any question arises whether the grievance is subject to arbitration, such questions will be ruled upon by the arbitrator upon the filing of pre-hearing briefs prior to scheduling a hearing on the merits.
- e. The Arbitrator will have no authority to add to, subtract from or modify the terms of this Agreement, and the Arbitrator will interpret this Agreement in accordance with accepted arbitral standards of contractual interpretation.
- f. The Arbitrator's decision will be in writing and will set forth the Arbitrator's findings of fact, reasoning, and conclusions of law of the issue 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 decision will be submitted to the Superintendent, the aggrieved, and the Association.
- g. All costs of the services of the Arbitrator, including, but not limited to; per diem expenses, travel and subsistence, Court Reporter, transcript for the Arbitrator and the cost of any hearing room will be borne equally by the District and the Association/aggrieved employee. All other costs will be borne by the party incurring them.
- h. If any party requests a transcript of the proceeding, the party will bear the full costs for the transcript.

ARTICLE X - Transfers and Reassignments

A. Definitions:

1. Assignment - The placement and responsibilities designated to an employee
2. Transfer - Employee initiated - lateral only
3. Reassignment - District initiated

B. Purpose:

1. Transfers are to allow the employee to pursue professional growth within the District they have served and to make positions available to the employees of the District.
2. Reassignments are to allow the District to respond to the changing needs and requirements of the schools. Reassignment does not refer to school or departmental/administrator collaboration in the development of class schedules or classes to meet student needs. Reassignment will not be used in place of disciplinary and/or evaluatory procedures.

C. All returning employees shall be given written notice of their transfers/reassignments for the forthcoming year. Any changes shall be based on student course enrollment and program requirements. All positions will be filled based on the following criteria:

1. Licensure - highly qualified status for position;
2. Program and/or instructional requirements;
3. Instructional experience and/or background in subject area;
4. Classroom observation;
5. Recommendations of interview committee;
6. All criteria above being equal, District seniority shall be the tiebreaker.

D. Notice/Posting of Vacancies

1. Vacancies will be posted internally, possibly via e-mail, for a minimum of one week after which they may be advertised publicly as soon as practical, including summer months.
2. Efforts will be made to make the notices available to all employees, but it will be the employee's responsibility to check the sites where the vacancies will be posted.
3. A copy of the monthly personnel report will be included in the Board Packet for the Association President.

4. Certified staff will be considered first for all vacancies and incremented positions.

E. Transfers

1. The employee will submit a transfer request form to the Director of Human Resources/designee and will provide a copy of the request to the employee's immediate supervisor.
2. Transfer requests filed with the Director of Human Resources by March 1 of the current school year shall be considered before reassignments or new employees are placed
3. The Director of Human Resources will acknowledge the request in writing as soon as practical.
4. The request will remain in effect for one school year (April 1 to April 1).
5. Qualified employees requesting to fill an available vacancy may request the opportunity for an interview with the site supervisor to make their qualifications known.
6. Employees who are trained in specific areas and where the District has a limited number of positions available will be considered for those positions even if such openings occur during the school year. Any other requests for transfer during the school year will not be considered unless unusual conditions exist.
7. Teachers formally interviewed for open positions will receive notice of the action taken on the position as soon as practical.
8. In the event a request for an open position is denied the employee may request a conference with the appropriate supervisor in order to discuss what the employee can do to enhance the probability of a future transfer. An employee may also request written reasons for the denial.
9. If the position is not filled within one (1) week of the date of posting, it will be posted on the RMSD website and New Mexico Regional Education Application Program (REAP).

F. Reassignments

- i. Reassignments may be affected by the following, which are in no particular order.
 - a. Reduction in Force,
 - b. Retirement,
 - c. Resignation,
 - d. Site Administrator requests,
 - e. District/site reorganization; based on student need and highly qualified status,
 - f. State mandates, or
 - g. District budgetary considerations.
2. An employee being reassigned will be guaranteed a position with no loss of

compensation, unless reduction in force is required. In such case, the RIF procedure will be followed.

ARTICLE XI - Employee Compensation, Experience, and Benefits

- A. Employee Compensation will be handled in accordance with Board-approved salary schedules. Compensation will be negotiated each year beginning no earlier than April 1. Effective upon ratification and signature of this Agreement or resolution of impasse, whichever is later, certified bargaining unit employees will receive a 16.4% average increase to the base rate of pay, classified bargaining unit employees will receive a 19.3% average increase (averaged across bargaining unit employees) to the base rate of pay in accordance with Board-approved salary schedules. No bargaining unit employee will receive less than a 7% increase.

- 1 The parties recognize legislative enactments and PED may affect the parties' negotiations.

B. Certified Staff - Credit for Teaching Experience

1. For certified staff, full credit will be given for all teaching experience in all in-state or out-of-state accredited schools.
2. Two thirds (2/3) of the full amount of contract days will equal one (1) year of teaching experience.

C. Certified Staff - Credit for Military Service

Credit will be allowed on the salary schedule for active, full-time military service, not to exceed four (4) years. This is not intended to refer to National Guard, Reserves, R.O. T.C., or the like, unless that serviceman has been called to active duty beyond their required initial training period.

D. Credit for Course Work and Tier Licensure Advancement

1. Each employee has sole responsibility for maintaining valid and up-to-date licenses, as applicable and in accordance with requirements of the Professional Licensure Bureau of the New Mexico Public Education Department.
2. Documentation (including dossier completion, certificate notification, and official transcripts) indicating advancement to the next licensure level and /or any completing coursework that will affect placement on the salary schedule must be presented to the central office by October 1 of the current school year.
3. Transcripts and/or documentation regarding licensure level received after the October 1 deadline will not be recognized for salary changes until the next contract year.

E. Direct Deposit shall be the standard method of payment for all employees.

F. Fringe Benefits

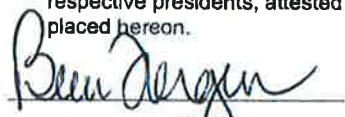
1. Each employee that works twenty (20) hours per week or more shall be eligible for the

benefits set forth in this section unless otherwise indicated. Upon employment with the District, an employee shall be provided an explanation of the benefits to which the employee is entitled. Each employee shall be provided with a brochure, if available, outlining plan benefits for each plan chosen by the employee.

2. The District agrees to provide the option to all employees of the bargaining unit to enroll in the New Mexico Public Schools Insurance Authority programs of medical, dental, vision, life and long-term disability insurance benefits, although the long-term disability insurance benefit is paid 100% by the employee.
3. The District shall assume eighty percent (80%) of premium cost for employee health and medical, dental and vision premiums.
4. The District provides professional liability and Worker's Compensation coverage for employees in accordance with New Mexico law and NMPSIA directive.
5. Relative memoranda regarding changes from the NMPSIA to the District shall be forwarded to all employees within ten (10) working days of receipt.

ARTICLE XII - Duration and Terms of Agreement

1. Upon ratification by both parties, this Agreement shall become effective at 12:01 AM, July 1, 2022 and will continue in effect until 11:59 PM, June 30, 2023, with the exception of Article XI, which shall be negotiated annually. In addition, each party reserves the right to have one reopener per year.
2. Should the parties fail to reach and ratify a replacement agreement by 11:59 PM, June 30, 2023 the provisions of the Agreement shall continue in full force and effect until agreement and ratification of a successor Agreement occurs.
3. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective spokesperson and their dated signatures placed hereon.


Becca Ferguson, RMSD Spokesperson


Michelle Thurston, Spokesperson REA


Dean Hood, Co-President REA

 6/23/22
Dr. George Bickert, RMSD Superintendent

6/23/22