

Contract Agreement

Between Cuba Independent Schools

and

Cuba Unified Employees

July 2013

THROUGH

June 2014

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ARTICLE 1 INTRODUCTION

This agreement was entered into between the Cuba Independent School and the Cuba Unified Educator on in Cuba, NM.

ARTICLE 2 RECOGNITION

The Cuba Independent School District hereby recognizes the Cuba Unified Educator as the exclusive representative for all employees in the designated bargaining unit as attached on Appendix A. This Agreement is the only agreement between the parties and replaces any and all previous agreements.

ARTICLE 3 DEFINITIONS

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

1. "Bargaining Unit" shall mean those occupational groups and job titles listed in Appendix A.
2. "Days" shall mean days that the Central Office is open for normal operation and shall not include holidays or recesses observed by the District.
3. "District" shall mean the Cuba Independent School District.
4. "Federation" shall mean the Cuba Unified Educator.
5. "Board" shall mean the Cuba Independent School Board of Education.
6. "Licensed Employee" shall mean an employee with the bargaining unit who is required by the State Public Education Department to possess a license for the position in which they are employed by the State of New Mexico, as defined on Appendix A.
7. "Employee" shall mean an employee with the bargaining unit for which the Federation has been recognized as exclusive representative.

8. Use of one gender shall be interpreted as including the other gender.
9. "Superintendent" shall mean the chief executive officer of the Cuba Independent School.
10. "Emergency" is defined as a situation that requires that action be taken for the public peace, health, safety, or instructional needs of the students.
11. "Immediate family" shall include an employee's spouse, child, grandchild, parent, grandparent, sister, brother, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, or a person who resides in the same household with the employee.

ARTICLE 4 IMPLEMENTATION OF THE AGREEMENT

1. This Agreement has been executed and will be implemented in accordance with the Constitution and Laws of the State of New Mexico and Cuba Independent School Board of Education policy and resolutions (the Labor Management Relations Resolution). In the event a Local Public Employee Relations Board is established it is agreed that the Cuba Independent School Employee-Employer Relations Resolution will be implemented in its entirety. The officers of the Federation and the Administration will meet to discuss issues of mutual concern regarding the implementation and application of this Agreement.
2. If any District policy, regulation or directive is inconsistent with any provision of the Agreement, the Agreement provisions shall control.
3. This Agreement may only be modified or waived through a written agreement between the parties.
4. The District will not implement any change that is in conflict with any provisions of this agreement.

5. This Agreement contains the entire agreement between the Cuba Independent School and the Cuba Unified Educator. Any items not contained herein are subject to the rules and regulations currently established by the employer.
6. In the event the District anticipates the modification or change of a significant term or condition of employment not specifically addressed in this Agreement, the District will notify the Union and, upon request from the Union, the District will discuss such change and/or modification prior to the implementation of the change. This language will not be interpreted in such a manner as to prohibit or impede such modifications or changes.
7. Unless otherwise specifically stated herein, the provisions of this Agreement shall apply equally to all employees.
8. If any portion of this Agreement is determined to be contrary to law or governing order, said provisions shall be void and unenforceable. All other provisions of the Agreement shall remain in full force and effect. The parties may renegotiate the provisions determined to be contrary to law upon agreement.
9. Two copies of this Agreement shall be produced at the District's expense. The Agreement between the parties will be posted in its entirety on the District's Website.
10. Upon approval and implementation of the Local Relations Board, the Management Rights clause in the Employee-Employer Relations Resolution shall be incorporated within this Agreement. Until such time, the Management Rights clause contained within the New Mexico Public Employee Bargaining Act shall be incorporated within this Agreement, per Appendix B.
11. All issues and concerns of employees regarding wages, hours, terms and conditions of employment that took place prior to ratification of the Agreement are considered resolved. The Federation will not pursue, through grievance or other recourse, any such issues.

ARTICLE 5

NEGOTIATIONS PROCEDURES

1. In the event of continuation of the Public Employee Bargaining Act, or voluntary continuation of collective bargaining in the Cuba Independent School, negotiations for a successor agreement may be initiated by either party by submitting a written notice to the other party requesting the commencement of negotiations. The notice shall be sent not earlier than 120 days and no later than 90 days prior to the expiration of this Agreement.
2. Negotiations shall be conducted in closed session.
3. During negotiations, the parties shall meet at mutually acceptable times and places.
4. Upon request, the parties will provide all information classified as public information.
5. All agreements reached by the parties shall be initialed as tentative agreements. Unless otherwise agreed by the parties, tentative agreements shall not become effective until the parties have ratified the entire negotiations package and the agreement has been signed by the parties.
6. During the negotiations of a successor agreement the Administration shall not discuss issues that are a subject of negotiations between the parties with bargaining unit employees other than the appointed negotiating team. During the negotiations of a successor agreement the Federation shall not discuss issues that are a subject of negotiations with the elected officials of the District. The intent of this language is to have negotiations conducted at the negotiating table between the official negotiating teams.
7. The parties may negotiate additional negotiation ground rules.

ARTICLE 6
FEDERATION RIGHTS

1. The following provisions shall be granted exclusively to the Federation, and shall not be granted to any other labor organization for this bargaining unit unless agreed to by the parties.

The District shall continue to provide the Federation payroll deduction for Federation membership in the amounts designated by the Federation; such deductions shall be submitted at least fourteen (14) days prior to the desired deduction date and shall include no other assessment. The deductions shall be made provided the deduction request is submitted to the District payroll office on a form authorized by the Federation. The deductions shall be made from the employee's paycheck for each pay period unless otherwise agreed by the parties. The authorization may be submitted to the payroll office at any time, and the deductions will commence on the following payday. The deductions will be transmitted to the Federation no later than five (5) days following each pay date for which deductions were made. Employee deductions shall be continuous and may be terminated at any time provided the employee submits a written notice to the payroll office and the Federation at least fourteen (14) days prior to the deduction termination. The Federation will notify the payroll office of any change in the deduction amounts at least fourteen (14) days prior to the effective date of the new amount. The Federation agrees to render the District and the School Board harmless and pay for the defense of the District and School Board for any action arising as a result of compliance with this provision.

- 1.2 With prior arrangement and approval of the Superintendent or designee the Federation may be permitted to present a brief statement at bargaining unit employee orientation meetings and at any bargaining unit general meeting.
- 1.3 A distribution basket will be provided for general distribution of Federation material.

- 1.4 The Federation may use meeting areas in District buildings subject to the conditions established for any community organization.
- 1.5 Upon the required written Federation request the District will provide any available information classified as public information.
 - 1.5.1 The Federation will receive a copy of the District Board of Education meeting agenda when published.
 - 1.5.2 The Federation will receive a copy of all District policies and procedures and amendments at the time they are available to the employees.
- 1.6 The Federation building representatives are recognized as Federation leaders in their worksites. This recognition carries with it the right of the representative to carry out their Federation responsibilities. It is recognized by the parties that Federation business is not District business and shall not be conducted on District time or involve the use of District material or equipment. However, by mutual agreement the parties may address labor relations issues on District time.
 - 1.6.1 The building representative shall have the right to address matters pertaining to the organizational rights of the Federation and other concerns of employees confidentially with the worksite supervisor.
 - 1.6.2 Building representatives may distribute appropriate Federation materials and conduct Federation business related to a grievance or other representation, provided these activities do not occur within the instructional schedule or paid duties of the employee and in accordance with applicable sections of this Agreement. Building representatives may make announcements at worksite meetings provided prior arrangements have been made with the worksite supervisor.
 - 1.6.3 Space in each worksite shall be available to the Federation for a bulletin board. It shall be the responsibility of the building representative to maintain this area. This bulletin board shall be used for all

Federation postings. Only appropriate materials shall be posted. Posting shall consist of official federation business, signed by an officer of the Federation and shall not include material that is negative towards employees of the District, the Federation, the Administration, or Member of the School Board.

1.7 Federation officials and/or representatives who are not District employees shall have the right to visit worksites for the purpose of conducting representational business provided the visit does not occur within the employees' instructional schedule or paid duty time.

1.7.1 Duty time shall include preparation time.

1.7.2 The Federation representative will report to the worksite supervisor's office prior to any site visit.

1.7.3 The Federation shall be permitted to conduct worksite meetings before school, after school, or during lunch breaks provided advanced scheduling has been made with the worksite supervisor and Superintendent.

1.8 The Federation or any employee may not solicit membership during any bargaining unit employee's paid duty time.

1.9 The parties will make a good faith effort to resolve alleged violations of the interpretation and application of this article through a meet and confer process.

1.10 The Federation President or designee will be allowed up to two (2) days leave without pay during the contract year.

ARTICLE 7
GRIEVANCE PROCEDURE
PURPOSE

1. 1. The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, resolutions to issues that arise and are subject to review under this procedure.

2. DEFINITION

- 2.1. A "grievance" shall be defined as a dispute pertaining to a claim which alleges a violation of this Agreement.
- 2.2. A "grievant" shall be a bargaining unit employee, group of bargaining unit employees, or the Federation or the School District.
- 2.3. A "party in interest" shall mean any witness at a grievance hearing, a person against whom the grievance is filed, or a person who may be impacted as a result of any action taken to resolve a grievance.

3. PROCEDURES

- 3.1. Grievance proceedings shall be kept informal at the first level of this procedure.
- 3.2. The number of days indicated at each level of this procedure shall be considered maximum, and every effort shall be made to expedite the process.
- 3.3. If the grievant fails to comply with the grievances' time limit requirements as set forth under any of the procedures' levels, the grievance shall be considered null and void.
- 3.4. The time limits set forth herein may be extended provided the extension has been mutually agreed upon by the parties, in writing.
- 3.5. Both parties may be represented at any hearing or meeting conducted under this procedure.
- 3.6. No reprisal or retaliation by any party to the grievance shall be taken against either a grievant or a party in interest including witnesses as a result of participation in this grievance process.
- 3.7. An employee, acting individually, may present a grievance without the intervention of the Federation provided the grievance has been processed in accordance with this procedure. In this case, the employee, not the Federation, assumes full financial responsibility for the processing of the grievance. At any hearing of a grievance brought individually by an employee, the Federation, as a party to this Agreement, will be afforded the opportunity to be present and present its views. Any adjustment shall be consistent with the provisions of this Agreement.
- 3.8. If a grievance affects a group of two (2) or more employees or involves an action or a decision by the District which has a system wide impact, the Federation may submit the grievance on behalf of the

affected employees.

- 3.9. The parties shall cooperate in any investigation which may be necessary in order to expedite the process and the parties may share relevant documents, facts, or records.
- 3.10. All documents related to a grievance shall be maintained in a grievance file. This information will be available on a need to know basis to the supervisory and management staff, the District's representative, the employee, and the employee's representative.
- 3.11. All decisions shall be submitted in writing at each step of the grievance procedure and the decision shall be submitted to both the grievant and the Federation.
- 3.12. Grievances shall be filed on forms approved by the parties
- 3.13. All grievances shall be processed in accordance with this Agreement. This is the only grievance procedure available to bargaining unit employees.
- 3.14. Unless otherwise agreed to by the parties, the hearing of the grievance shall be conducted before or after the grievant's workday.
- 3.15. All grievances shall be filed and processed on grievance forms identified in Appendix D.

4. LEVEL ONE

- 4.1. The grievant and/or Federation shall submit the grievance in writing to the immediate supervisor during an informal meeting.
- 4.2. To be considered, the grievance must be filed within ten (10) working days of the commission or omission of the act that generated the grievance. It must contain at a minimum the provisions of this Agreement alleged to be violated, a description of the facts that led the grievant to believe there has been a violation of the Agreement, the date of the incident that the grievant believes precipitated the grievance and the relief requested
- 4.3. The grievant may be accompanied and represented by a Federation representative if desired.
- 4.4. Within ten (10) days of the filing of the grievance, the parties will meet at a mutually agreed upon time and place for the purpose of attempting to resolve the grievance. If the grievance is resolved at Level One the settlement will be reduced to writing and provided to both parties.

5. LEVEL TWO

5.1 If the grievant is not satisfied with the results of Level 1, the grievant or the Federation may submit the grievance in writing to the Superintendent or designee. To be considered, the grievance must be filed within ten (10) working days of the response from the immediate supervisor and contain the provision of the Agreement allegedly violated, a brief description of the facts which led the grievant to believe there has been a violation of the Agreement and the relief requested.

5.2 No later than ten (10) working days following receipt of the grievant's written grievance, the Superintendent or designee shall submit a written response to the grievance. The response shall be submitted to the grievant and the Federation.

6. ARBITRATION

6.1 If the grievance is not resolved at Level Two and the grievant desires to pursue the grievance the grievant shall provide written notification of intent to proceed to arbitration. Such written notice shall be provided to the District within ten (10) days of the Level One meeting. If the District's grievance is not resolved at the session with the Local President and the District wishes to pursue the grievance, written notification of intent to advance to arbitration will be presented to the Local Federation President within ten (10) days of the meeting between the parties to attempt to resolve the grievance.

6.2. Within five (5) days of the notice of intent to proceed to arbitration the parties will request an unrestricted list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS).

6.3. Upon receipt of the list of arbitrators the parties will meet to select the arbitrator. The flip of a coin will determine who strikes the first name. Each party will alternately strike a name until only one name remains. The remaining name will become the selected arbitrator.

6.4. The arbitrator shall conduct a hearing as soon as possible.

6.5. The arbitrator's decision shall be final and binding on the parties subject to appeal in accordance with the Uniform Arbitration Act (Chapt. 44, NM Stat. Ann. 1978).

6.6. The arbitrator's fees and costs shall be shared equally by the parties.

All other expenses shall be assumed by the party incurring the costs, including the costs of witnesses.

- 6.7. Issues related to the arbitration potential of a grievance shall be decided by the arbitrator.
- 6.8. The arbitrator's decision shall be submitted in writing to the District and the Federation no later than thirty (30) days after the conclusion of the hearing and shall include the rationale for the decision and, if appropriate, the relief.
- 6.9. It is recognized by the parties that in the case of the individual employee pursuing the settlement of a grievance on his own, the parties may be required by the arbitrator to provide full or partial payment in advance.

7. The rights of persons under this procedure are in addition to other remedies provided by law, including the right to file a complaint with an appropriate state/federal department or agency. Such filing shall not postpone or impair the resolution of a complaint submitted pursuant to this procedure. The submission of a complaint under this procedure is not a prerequisite to the pursuit of other legal remedies.

ARTICLE 8 COMMITTEES

The District and the Federation shall by mutual agreement establish a committee to address issues of wages, hours, and working conditions.

Site level programmatic and curriculum committees may continue to operate.

ARTICLE 9 EMPLOYMENT PROCEDURES

1. The District shall be an equal opportunity employer.
2. The District shall hire only licensed professional employees who are licensed to work in the State of New Mexico or who are eligible for licensure or a waiver.
3. Twice a year, in October and March, the District will provide the Federation

with a list of all employees in the bargaining unit.

4. The parties acknowledge that reduced class size and reduced absenteeism can improve the education of students. The parties will work towards these goals.
5. Licensed Professional and para-professional employees who intend to resign employment with the District shall provide the District a minimum thirty (30) calendar days notice of the intended resignation. The District may consider extenuating circumstances that may necessitate shorter notice.
6. Non-licensed employees who intend to resign employment with the District shall provide the District a minimum fifteen (15) calendar days notice of the intended resignation. However, the District may consider extenuating circumstances that may necessitate shorter notice.
7. The District will develop and/or modify job descriptions identifying the general duties and responsibilities for all bargaining unit employees. Upon request the District will provide a job description or revised job description to bargaining unit employees. Job descriptions will be available to view on the District's Local Area Network (LAN). Job descriptions will not contain language which allows the immediate supervisor and or superintendent to assign other tasks outside those agreed to in this negotiated agreement
8. Each employee shall provide within ninety (90) days of the date of initial employment the following documents and/or materials:
 - 8.1. Appropriate New Mexico Licensure in the teaching area for which the employee is hired.
 - 8.2. Verification of all previous employment allowed for placement on the salary schedule or used to determine qualifications for the position in which he/she is employed.
 - 8.3. Official transcripts or other documents as proof of qualifications for employment.
 - 8.4. Current health certificate.
 - 8.5. Notice of Pre-existing injury.
 - 8.6. Fingerprint and Background Check
 - 8.7. Any other documentation required by law.

ARTICLE 10
SENIORITY DEFINED

1. District seniority shall be defined as length of continuous District service within the bargaining unit and occupational group. District seniority credit shall commence with the employee's most recent date of hire (contract date).
2. Classification seniority shall be determined as the length of continuous service within his/her job title. Classification seniority shall commence with the employee's most recent date of hire within his/her job title.
3. For the purpose of Reduction in Force (RIF), according to the terms and conditions established in Article 36 District seniority within the bargaining unit within the occupational group shall apply.
4. District seniority within occupational group shall govern in placement on the salary schedule.
5. Time spent on an unpaid leave of absence for more than thirty (30) days shall not be counted toward seniority credit. However, the time spent on an unpaid leave of absence shall not represent a break in service.
6. The District shall provide the Federation a list of all employees in the bargaining unit not later than October 15th of each school year. The list shall include the licensed professional, licensed para-professional and non-licensed employees, their job assignment, date of hire, and salary.

ARTICLE 11
VACANCIES

1. Vacancies for all positions in the bargaining unit that the District intends to fill shall be posted in all worksites. Postings shall be for duration of ten (10) days. This provision does not apply to positions that open during the summer months.
2. Employees, who wish to be considered for vacancies that may occur during the summer months, may submit a letter of interest for the desired positions prior to the end of the school year. The District shall consider these letters of interest as valid applications for positions identified in the letter of interest that may occur during the summer months.
3. Vacancy postings shall, at a minimum, contain the identification of the vacant position, the worksite at which the position exists, the position's major responsibilities, minimum license and skills needed for the position, and pay for the specific position, the name of the person to whom application should be

sent, and the deadline for submission of applications.

4. The parties agree that it is in the best interest of the students and the community to have the highest standards for employment with the District. The District shall fill vacancies on the basis of the best-suited applicant as determined by the District.

4.1 All things being equal the District shall give consideration to qualified internal applicants when filling vacancies.

4.2 If the decision is between two (2) or more equally suited internal applicants the District will give priority to the employee with greater seniority.

5. Internal applicants who have been interviewed but were not chosen for a vacant position shall be notified that they have not been chosen for the position as soon as possible after the hiring decision has been made, but no later than five (5) days after the decision. The internal applicant not chosen may request a meeting with the selecting supervisor to inquire how they can improve their skills for future employment opportunities.

ARTICLE 12 ASSIGNMENTS AND TRANSFERS

1. Teaching and extracurricular assignments shall be made before the last day of school in an effort to give staff time to prepare. A good faith effort will be made to notify employees of a change in assignment before the beginning of school. When possible assignments for non-licensed employees shall be made by July 1st.
2. A good faith effort will be made to give licensed professional employees who have had a change in assignment of subject or grade level after the beginning of the school year, as much notice as possible, recognizing that the priority is the best interest of the students.
3. Employee assignments will be based on the instructional needs of the students, as determined by the superintendent.
4. With administrative approval, an employee's request for voluntary reassignment will be considered prior to the initiation of an involuntary transfer.
5. Any significant change in assignment shall be considered an involuntary transfer. A significant change for licensed professional employees shall mean

movement from one building to another and for non-licensed and para-professional employees shall mean movement from one campus to another.

6. Notice and reasons for significant changes of assignment will be provided to the affected employee in writing and in person when possible. If the employee is not available such information will be provided by phone.
7. An employee who is involuntarily assigned to a position for which he/she is not licensed, endorsed or experienced shall be provided additional administrative assistance in the assignment transfer.

ARTICLE 13 EMPLOYEE INVESTIGATIONS

1. The District reserves the right to investigate all allegations of employee misconduct.
2. An employee may be placed on administrative leave of absence with pay during a pending investigation.
3. During an employee's pending investigation, no documentation related to the matter under investigation will be placed in the employee's personnel file.
4. Employee investigations shall be conducted expeditiously and in accordance with appropriate law. Upon completion of an investigation but prior to the filing by the District of charges against an employee, the employee will be provided the opportunity to respond to the complaint.
5. Upon return to work following an investigation, a meeting between the employee and the appropriate administrator will be scheduled in an attempt to create a positive transition.

ARTICLE 14 EMPLOYEE RIGHTS

1. An employee may be accompanied by a Federation representative at any meeting with a District official when a disciplinary action is being considered. An administrator may allow/recommend representation at any meeting where the administrator feels representation could facilitate communication.

An employee may be accompanied by a Federation representative or an off-duty employee at any meeting with the administration which is initiated by the employee.

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

2. The parties agree that proper professional decorum requires respecting the confidentiality of individuals. Therefore, normally, any discussion critical of an employee's or administrator's performance or behavior will be held in private. It is recognized by the parties that once an issue is a grievance, criticisms of performance or behavior will become public information.

ARTICLE 15

PROGRESSIVE DISCIPLINE

The principles of progressive discipline shall be applied, but not limited to actions defined in the NMAC 6.60.9.9 (New Mexico Administrative Code – Standards of Professional Conduct). Disciplinary actions may include, but are not limited to, written reprimand, suspension without pay, demotion, discharge or termination. It is recognized that progressive discipline will be implemented at the appropriate level based on the employees' total record, the severity, and the frequency of the infraction. All disciplinary action will be based on just cause.

It is understood by the Union and District that some issues do not warrant progressive discipline, such as physical fighting, substance abuse, stealing, etc.

ARTICLE 16

STUDENT/PARENT COMPLAINTS

Complaints from students, parents, and other employees will be brought to the attention of the employee against whom the complaint has been made. This matter will be processed in accordance with Appendix C.

ARTICLE 17

DISCRIMINATION

The parties shall not discriminate against an employee on the basis of the employee's age, sex, race, national origin, religion, creed or handicapping condition.

ARTICLE 18
PERSONNEL RECORDS

1. The District shall maintain one official personnel file for each employee. The file shall be maintained in the Human Resources Office. **Employees will be advised of, and will be permitted to review and comment on , all information of a derogatory nature to be placed in their respective personnel files. The employee may prepare a written reply to such information, and such reply, if any, will be appended to the information in the file.**
2. The official personnel file shall be open to inspection by the Superintendent, administrators, or agents of the Board, provided the inspection is conducted for the purpose of legitimate District business and is restricted to a review of the pertinent material. Other than for purposes of routine District business, the file reviewer shall sign and date a form attached to the employee's official file to record all access to the file.
3. An employee shall have access to their official personnel file. The employee shall provide reasonable notice to request a file review. The District shall remove all pre-employment material from the file prior to review. An administrator or the person in charge of the records shall be present during the review.
4. The employee may be accompanied by a Federation representative during review, or may assign the sole responsibility for review and access to the Federation representative with written authorization.
5. The District will honor reasonable requests for a copy of an accessible document in the file. A fee, as allowed by the Inspection of Public Records Act, may be charged by the District.
6. Except for routine material, the District shall provide a copy of any document to the employee prior to its placement in the file. The employee shall sign the document to verify its receipt, and shall have an opportunity to have a response appended to the document. Such signature does not imply agreement. Such response shall be submitted within fourteen (14) days of receipt of the document that precipitated the response.
7. Documentation related to any pending investigation will not be placed in a personnel file until the investigation is complete.

8. An employee may have access to a supervisor's separate working file only with the supervisor's permission.

ARTICLE 19 ACADEMIC FREEDOM

Students shall be provided an unbiased and complete study and examination of all academic issues consistent with the curricular and instructional competency requirements of the State Public Education Department and the District Board of Education.

ARTICLE 20 WORK YEAR- LICENSED PROFESSIONAL EMPLOYEES

For the purpose of this Article, the following definitions apply:

“Work Day” shall mean any day during which a licensed professional employee is required to report to work for any purpose.

“In-Service Time” shall mean a workday or part of a workday during which a Licensed Professional Employee is not assigned normal duties, but the Licensed Professional Employee is participating in staff development activities or is involved in professional preparation.

1. The normal licensed professional employees work year shall be the equivalent of 183 days at the rate of 7.00 hours per day.
2. Unpaid holidays as scheduled on the approved district calendar for the current school year 2007-2008.
3. Licensed professional employees assigned to additional work days above and beyond their contract shall be compensated at the appropriate prorated daily rate of pay (i.e., salary/number of workdays).

ARTICLE 21 WORK DAY- LICENSED PROFESSIONAL EMPLOYEES

1. The normal licensed professional employee's workday shall be as identified in the approved school calendar (Appendix D). The parties recognize that the licensed professional employee's professional responsibilities include but are not limited to preparation, EPSS goal team participation, parent conferences, and student evaluations, will necessitate work beyond the normal workday. The parties shall work cooperatively to resolve any allegation that these professional

responsibilities are not being adequately performed or are being excessively applied. An attempt will be made to complete staff meetings by the end of the normal workday. In the event that a meeting lasts beyond the normal workday, a licensed professional employee who must leave the meeting is required to make prior arrangements with his/her supervisor. In the event that multiple meetings go beyond one hour per week, employees shall be compensated.

2. Each licensed professional employee shall have a continuous, uninterrupted, and duty-free lunch period each workday. The lunch period shall not be less than thirty (30) minutes in length.
3. Efforts shall be made to provide elementary teachers with uninterrupted preparation time at least once a month.
4. Each middle/high school teachers shall receive a daily preparation period equal in length to the standard single period for the given day.
5. Extra duty assignments during preparation time will be voluntary, except in emergencies such as absenteeism where the best interest of the student requires making an assignment when no one has volunteered. Licensed professional shall be compensated for the time.
6. Upon request of the licensed professional employee and approval of the principal, a licensed professional employee who volunteers for assignment during his/her duty free lunch, may adjust his/her workday at any time during that workweek.
7. A licensed professional employee who needs to leave early for a personal appointment may be permitted to leave after student departure without deduction from leave time, if approved by the worksite supervisor.
8. Other than licensed professionals receiving an increment or extended contract, weekend and after hour assignments shall be voluntary. In the event that there are no volunteers, administration may assign duties on an equitable rotating basis.
 - 8.1 Each employee may enter into an extra-duty agreement to provide supervision for student activities outside of the normal school day. The administrator will meet with the staff to coordinate days of assignment. An employee who so volunteers will be compensated at approved district rate hourly rate of \$18.00 on a time for time basis as agreed to by the employee and his/her supervisor.
9. Game Duty
 - 9.1 After school game duty will be voluntary. Employees who volunteer will be compensated at approved hourly rate or time for time, as agreed to by the employee and his/her supervisor. Additional incentives may be provided.

- 9.2. The Administration is responsible for providing a safe work environment.

ARTICLE 22

WORK YEAR - PARA-PROFESSIONAL LICENSED AND NON LICENSED EMPLOYEES

1. The work year for employees shall be:
 - Instructional Assistants – equivalent to 183 days @ 7.0 hours per day
 - Cooks- equivalent to 183 days @ 7.0 hours per day
 - Custodians/Maintenance – equivalent to 241 days @ 8.0 hours per day
 - Secretaries- equivalent to Present Levels 2007-2008
2. The paid holidays for employees contracted for 241 days or more are identified on the Twelve Month Employee Calendar APPENDIX E.
3. If such a holiday falls on a weekend, the holiday will be observed on either the workday immediately preceding or following the day on which the holiday is calendared.
4. All work performed on a holiday shall be compensated according to the Fair Labor Standards Act
5. In accordance with the appropriate State Law a joint committee of the Federation and the District will mutually develop calendars for subsequent years of this Agreement. All calendars shall have common holidays observed.
6. All classified, non-professional, employees are required to clock in and out on a District time clock.

ARTICLE 23

WORKDAY – PARA PROFESSIONAL LICENSED AND NON LICENSED EMPLOYEES

1. The normal workday shall be as identified on the appropriate pay schedule.
2. Eight (8) hour workday employees shall be provided a daily, continuous, and duty free lunch period of at least thirty (30) minutes duration. Such employees shall be provided with the opportunity to schedule two fifteen (15) minute work breaks. Lunch and breaks are subject to scheduling by the supervisor.
3. The workweek is defined as 12:01 am Saturday through 12:00 midnight the following Friday.
4. Employees identified in this Article shall be compensated for every hour, or portion thereof, worked. Pre-approval of overtime by the supervisor is required. An employee who works required overtime with pre-approval by the supervisor will be compensated per FLSA:
 - 4.1 The regular hourly rate will be paid for the 1st 40 hours actually

- worked per workweek.
- 4.2 Time and ½ will be paid for all hours actually worked over forty (40) hours per week.
 - 4.3 Paid leave is not and will not be considered time worked for the purposes of computing overtime compensation.
 - 4.4 The supervisor and employee shall cooperatively determine whether overtime shall be compensated financially or through compensatory time.
 - 4.5 A supervisor may require an employee to take compensatory time already earned but not used when compensatory time has been agreed upon.
 - 4.6 Compensatory time not taken within ninety (90) workdays after earned will, upon request of the employee, be compensated as required by the FLSA.
5. Employees called back to work for an assignment that is not contiguous with the employee's workday shall be paid for the actual time worked plus reasonable travel time.
 6. Extra Duty - Employees by mutual agreement can be assigned addition duties beyond the duty day but in return will be paid regular hourly rate or comp time. If this assignment results in more than a 40 hour week, the employee will be paid at the rate of one and a half times their hourly rate. Administration is responsible for providing a safe working environment.

ARTICLE 24

STUDENT DISCIPLINE

1. The parties recognize that student deportment and respect for others are essential components for a successful and productive educational program, the academic success of students, and the safety of students, school faculty, and staff.
2. All administrators and bargaining unit employees share the responsibility for providing an environment that is conducive to teaching and learning.
3. Employees shall be the initial source of discipline for all students under their direct supervision. An employee shall take whatever action is necessary and permitted under policy and law to properly discipline a disruptive student prior to referring the student and the problem to the administration.
4. An employee may refer to the administration a student whose behavior prevents the licensed professional employees from providing instruction and/or threatens the safety of either the employee or the students.
5. A licensed professional employee shall provide documentation of discipline problems and action taken when referring disruptive students to administration, except in cases of emergency.

7. The principal shall have primary responsibility for administering the District's student discipline policy through the enforcement of sanctions and consequences intended to remediate or eliminate the disruptive behavior. The District shall honor reasonable requests for training on classroom behavior management or individual student discipline when the district agrees it is necessary and funds are available. Before a student returns to the classroom, the principal will inform the licensed professional employee of any corrective action taken. In cases of chronic or extreme disruption, the licensed professional employee may request a conference with the principal, parents or others as necessary, for the purpose of determining and initiating corrective methods.
8. Student discipline shall be applied in accordance with District policy, State Public Education Department regulations, and state law.
9. An employee who observes any criminal act on school property shall report the observation to the principal.
10. An employee shall be informed of any formal complaint made to the administration by a parent or guardian concerning the disciplinary action taken by the employee with a student.
11. Employees shall use appropriate techniques that may include as a last resort, reasonable restraint in order to maintain a safe working environment for students and staff.

ARTICLE 25

OVERTIME COMPENSATORY PLAN

1. Subject to the limitations and exceptions set forth below, overtime at the rate of time and one-half of the employees' hourly rates will be earned by any employee who is required to work more than forty (40) hours during the work week. Any full-time employee whose regular work week is less than 40 hours per week may be assigned additional work up to 40 hours before he/she becomes eligible for overtime compensation.
2. All overtime must have prior approval of the Superintendent or the Superintendent's designee(s). Superintendent or Superintendent's designee and employee will agree upon which form of compensation will be received by the employee.
3. Compensation for overtime shall be by payment at the rate of time and one-half or by granting compensatory time off at a rate of one and one-half hours for each hour of overtime worked. Compensatory time off may be taken during the pay period following the week in which it was earned unless the use of compensatory time off would unduly disrupt the operations of the district. In

the event the Superintendent determines compensatory time off during the pay period following the week it is earned would be unduly disruptive to the operations of the district, such compensatory time off may be taken as soon as is reasonably possible thereafter. Compensatory time off shall not be accrued in excess of 40 hours.

4. Compensatory time off shall be taken within ninety (90) days of its accrual; the employee will be paid for any leave accrued but not taken within this period. All compensatory time off shall be scheduled with the prior approval of Superintendent or Superintendent's designee.
5. Since the CISD is a party to a negotiated collective bargaining agreement with Cuba Unified Educators Local of AFT New Mexico, the school district may provide compensatory time only pursuant to:

5.1) applicable provisions of a collective bargaining agreement, memorandum of understanding, or any other agreement between the school district and representatives of such employees.

An employee who has accrued compensatory time off as provided in this policy shall, upon termination of employment, be paid for the unused compensatory time off at a rate of compensation not less than:

5.1 a) the average regular rate received by such employee during the last three years of the employee's employment, or

5.1 b) the final regular rate received by such employee, whichever is higher.

The hours worked by an employee who, at his or her option, engages in part time occasional or sporadic employment for the district in a different capacity than his or her primary employment, shall be excluded from the calculation of hours for which the employee is entitled to overtime compensation.

6. Any employee who has accrued 40 hours of compensatory time off may work additional overtime hours only with the approval of the Superintendent. Such employee who has accrued 40 hours of compensatory time off shall, for all additional overtime hours of work approved by the Superintendent, be paid overtime compensation.
7. This overtime compensation plan does not apply to executive, administrative, professional or certified teacher employees, or independent contractors. Compensatory time or time and-a-half company time at CISD shall be subject to the CISD Overtime Compensation Policy and the CISD and AFT Cuba negotiated agreement such time allowed to 40 hour employees affected by the Fair Labor Standards Act for purposes of compensation for extra duty, authorized by the Superintendent, resulting in an employee working beyond 40 hours in any week at school sponsored events. Compensatory time is hereby defined as the compensatory of work hours within the same work week.

**ARTICLE 26
EMPLOYEE EVALUATIONS**

1. The primary purpose of employee evaluations will be the improvement and the delivery of instructions to their students.
2. All employees will be advised of the evaluation procedure and instruments prior to being evaluated.
3. Employees shall be evaluated by the principal or other administrative personnel trained in evaluation procedure.
4. Employees shall be evaluated on the cycle set for the in the District's evaluation plan as provided in this collective bargaining agreement.
5. Employees will be evaluated at least once a year. Employees will be given a copy of their written evaluation and will be given the opportunity to review the evaluation with their prior to it's submission to the personnel file. The employee shall sign and dated the evaluation indicating acknowledgement that the employee has read and understood the evaluation. The employee will be afforded the opportunity to place comments in the appropriate space on the evaluation form or the employee may submit a written response to the evaluation which will be attached to the evaluation document.
6. If the supervisor or principal identifies a deficiencies in the delivery of instructions to the student on the part of the employee the employee and the principal/supervisor need to work together to improve the employee's skill set(s) that pertain to their job classification.
7. The District and the exclusive representative agree to establish a joint committee that will meet regularly, as when wither party call for a meeting to discuss the creation and effectuation of an employee evaluation and development system. It is agreed by both parties that nay employee evaluation system must:
 - A.) Be based on the clear understanding of the employee's job description;
 - B.) Provide meaningful input from the employee who is being evaluated;
 - C.) Be based on scientifically-based, proven methods for determining effectiveness toward the goals of the job description;

- D.) Improve the overall quality of the education workforce by identifying and building upon individual and collective strengths;**
- E.) Improve instruction and other teacher practices to improve student learning;**
- F.) Identify exemplary staff;**
- G.) Identify ineffective teachers and develop a system of support to remediate skills;**
- H.) Ensure fair and valid employment decisions;**
- I.) Confirm which staff are doing well.**
- J.) If the needed for a (PGP) arises, the purpose of the (PGP) shall be to remediation and shall be based on professional evaluation. The (PGP) shall be measurable and obtainable. This is not to be utilized for the sole purpose as a short cut to disciplinary action.**

The committee shall report the results of their work to develop such an employee evaluation system no later than six (6) months from the time of the signing of this agreement to Cuba Independent School Board for final approval. A new system shall be implemented no later than the first day of November 2013/2014 school year. The committee will consist of four (4) Union bargaining unit employees and for (4) management employees.

ARTICLE 27 LICENSES/ENDORSEMENTS

1. The District shall administer licensed employees license and endorsement requirements in accordance with state law and State Public Education Department regulations and standards.
2. Provided a licensed professional employee is recommended and has satisfied the requirements for a previously issued license or endorsement waiver, the District may seek a subsequent waiver for the licensed professional employee.
3. In the event that an additional license or endorsement is required by the District, except in circumstances of RIF, the District may:
 - Whenever possible, offer the necessary coursework for credit through in-service programs:
 - With administrative approval, release an employee to attend necessary classes or take required exams, without charged leave, provided

the release has been determined to benefit the District and will improve the delivery of the instructional program;

Assume all tuition costs for the employee;

Allow all credit hours earned to be counted towards placement on the salary schedule.

4. The parties are encouraged to meet and discuss the implementation of any policy requiring bilingual endorsement.

5. It is recognized by the parties that it is the employee’s responsibility and obligation to obtain and maintain all required licenses and endorsements.

**ARTICLE 28
LEAVES FROM DUTY**

Authorized leaves from duty is as follows:

- | | |
|-----------------------|------------------------|
| Professional Leave | Public/Political Leave |
| Straight Leave | Extended Illness Leave |
| Personal Leave | Parental Leave |
| Annual Leave/Holidays | Battery Leave |
| Legal /Civic Leave | Extended Leave |
| Bereavement Leave | Military Leave |

CISD employees will be granted leave as follows:

<u>Contract Length</u>	<u>Leave</u>	<u>Personal Leave</u>	<u>Total</u>
182 days	10 days	2 days	12 days
201 days	10 days	2 days	12 days
210 day	11 days	2 days	13 days
220 days	12 days	2 days	14 days
241 days	13 days	2 days	15 days

Up to four days of leave may be granted upfront by the Superintendent for new employees at the beginning of the contract year for extenuating circumstances. An employee will not be docked pay until absences exceed four days for that year, assuming that the employee does not have accumulated leave from a previous year.

GENERAL PROVISIONS

All leave is subject to the approval of the District.

1. Time spent by an employee on paid leave shall be counted for district and classification seniority purposes. Time spent on any extended or unpaid leave

- shall not be counted for district or classification seniority purposes. However, the time spent on an unpaid leave of absence shall not represent a break in service.
2. Paid leave may be taken in full or half-day increments when a substitute is hired. With approval of the supervisor, paid leave may be taken in one-hour increments.
 3. Upon return from any paid leave, an employee shall be assigned to the same position at the same worksite to which the employee had been assigned prior to the leave, provided the position is still in existence.
 - 3.1 If the position no longer exists, the employee will be assigned to an available substantially equivalent position if one exists. If none exist the RIF procedure will be utilized to determine who is returned and who is RIFed.
 - 3.2 Upon return from an unpaid leave, efforts will be made to return the employee to a comparable position.
 - 3.3 An employee on any extended leave shall provide at least thirty (30) calendar days written notice to the District of the employee's intended date of return.
 - 3.4 An employee returning from any paid leave may voluntarily request to be transferred to any vacant, substantially equivalent position in the District. The District's failure to grant the transfer shall not be subject to grievance.
 4. Upon return from any paid leave, the employees shall be credited with the same accrued leave that the employee had at the time the leave commenced, minus any leave taken.
 5. Upon return from any paid leave, the employee shall be placed on the same salary schedule range and step at which the employee would have been placed had the employee not taken the leave. Upon return from a leave without pay, an employee with three or more years of service in the District shall be placed on the salary schedule range and step to which the employee is entitled as a result of the employee's experience prior to the commencement of the leave.
 6. It is not the employee's responsibility to arrange for the assignment of substitutes.
 7. While on an extended unpaid leave, at the discretion of the District an employee may work as a substitute with the District provided the employee's work does not violate the conditions under which the leave was granted.
 8. While on any unpaid leave, the employee shall continue to be eligible for benefits as provided by COBRA.
 9. An employee on leave of absence shall be subject to discharge or termination as a result of a reduction in force in the same manner as any employee on active status.
 10. Except in emergencies, all applications for extended leaves of absence for thirty

(30) days or more shall be submitted to the Superintendent no later than thirty (30) days prior to the requested commencement of the leave.

11. Unless otherwise set forth in this Agreement, all applications for leaves of less than thirty (30) days shall be submitted to the Superintendent at least five (5) days prior to the requested commencement of the leave, or in the case of straight leave or in the event of an emergency, as early as possible.

12. In addition to the rules set out in the Family and Medical Leave Act of 1993 for employees of local education agencies, the following shall apply.

13. Leave may be use also, with prior approval of the immediate supervisor, for illness of an employee's parent or employee's relative who is dependent upon the employee for care.

14. Leave benefits shall not be paid during any period for which an employee is eligible for worker's compensation payment unless the employees has elected, in writing to assign his/her worker's compensation payment to the district for the period during which leave benefits are paid. In no event shall an employee be entitled to full payment of both leave benefits and "work's compensation payments" payments during the same period. Under the same policy "worker's compensation payments" refer only to wage placement benefits under the Worker's Compensation Act. In the event an employee receives both leave benefits and worker's compensation payments for the same period (in the event no election has been made) the district will deduct the portion of leave benefits so that the employee receives only that amount of combined payments equal to the employee's regular salary.

ARTICLE 29 BATTERY LEAVE

1. An employee may be granted leave with pay or worker's compensation, if applicable, for time lost as a result of an injury or disability caused by battery while acting within the scope of the employee's duties. Such obligation shall not exceed the remainder of the school year in which the injury occurred.
2. Leave granted under this section will not be deducted from an employee's accumulated, straight or personal leave.

ARTICLE 30 BEREAVEMENT LEAVE

1. Each employee shall be granted a maximum of three (3) days in the event of each death in the employee's immediate family, without deduction from

straight, personal, or annual leave. In extenuating circumstances, the Superintendent may grant additional days; these additional days will be charged to the earned sick or personal leave.

2. Bereavement leave is not accumulated or accrued and may not be used for any other purpose.

ARTICLE 31

LEGAL

LEAVE

1. Leave with pay shall be granted to an employee called to serve on jury duty. The employee shall be permitted to retain any travel reimbursement received from the court and any per diem received for services rendered the court before or after the employee's regular workday. Any additional compensation will be signed over to the District.
2. Leave with pay shall be granted to an employee to attend a legal proceeding in court or an administrative hearing where the employee is either a party to the case or is required by a lawful subpoena to testify and the issue is job related and the employee is testifying on behalf of the District.

2.1 Paid leave will not be granted under this section where the employee is testifying against the District.

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

ARTICLE 32

PERSONAL

LEAVE

1. Personal leave on an accrual basis, is available only to employees that do not accrue annual leave. Employees will accrue one (1) personal leave day at the completion of the 2nd and 6th month worked. An employee who commences employment with the District after the beginning of the school year shall be credited with personal leave on a pro-rata basis. Personal leave may be used for legal, business, household, family, or other personal reasons. Except in the case of emergency, an employee shall provide at least five (5) days notice of the employee's intent to take personal leave to the employee's immediate supervisor. Twelve month employees also receive two days on the same

schedule, however on a non accrual basis.

2. An employee shall not be required to state the reason for the personal leave when the employee notifies the immediate supervisor of the employee's intent to use personal leave.
3. Personal leave will not be granted on the last workday prior to or the first workday following a holiday, on an in-service day, or during the first or last five days of the school year, except in an emergency situation where prior approval has been granted.
4. Up to one day of unused personal leave may be carried over to the next school year. Any unused personal leave days in excess of one (1) day will be converted to straight leave the following school year.

ARTICLE 33 PROFESSIONAL LEAVE

1. Leave of absence with pay may be granted for professional visitation and attendance at job-related meetings, conferences, and training sessions provided that all original receipts are presented in a timely manner; otherwise the employee will be responsible for any unaccounted for expenses which will be deducted from their salary.
2. Any reimbursement of expenses is subject to the mutual agreement of the Superintendent and the employees prior to the approval of the leave. Any expenditure proposed beyond the amount budgeted for the purpose of the leave must receive prior approval of the Board.
3. Teachers and Educational assistants will be limited to 4 days per school year for out of District Professional Development. The only exceptions are for PED mandated training and as a requirement by a Principal on a Professional Growth Plan.

ARTICLE 34 STRAIGHT LEAVE

1. Each employee who is employed at least half time shall earn straight leave at the rate of 1.1 day per month of duty, beginning with the first full calendar month worked. New employees to the district will receive four (4) days upfront and will need to accrue those days within four months before additional leave days are granted with pay. In all cases, should an employee terminate

during the contract period, the appropriate salary deduction will be made from the final paycheck for any used by unearned leave.

2. Straight leave may be used for illness in an employee's immediate family.
3. Leave requests for the day before a holiday or for the day after a holiday, inservice day, or the first five and the last five days of school, will not be approved unless there are extenuating circumstances which will be determined on a case by case basis by the Superintendent.
4. The maximum straight leave accrual is one hundred twenty (120) days.

3.1 All accumulated straight leave is forfeited upon termination from employment except in the case of retirement.

3.1.1. Retiring Employees will receive monetary payment for unused leave on the following schedule:

<u>Category</u>	<u>Rate of Compensation</u>	<u>Maximum</u>
Certified	\$25.00 per day	\$3,000 (120 Days)
Non Certified	\$15.00 per day	\$1,800 (120 Days)

This payment will be incorporated into the employee's final payment with the school district.

Decedent Employee (qualifying for retirement): upon the death of a current employee, the beneficiary (ies) of said employee will receive the unused leave payment with the appropriate scale as per item A. above.

5. For the periods of straight leave longer than three (3) consecutive days, the Superintendent may require a physician's statement attesting to the reason for the absence.
6. Straight 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 workers' compensation payments to the District for the period during which the straight leave benefits are paid. In no event shall an employee be entitled to both straight leave and workers' compensation payments during the same period. As used in this section, "workers' compensation payments" refers only to wage replacement benefits under the worker's compensation act. In the event an employee receives both straight leave benefits and workers' compensation payments for the same period, the District will deduct the amount of straight leave benefits paid (in the event no election has been made) from the next amount due the employee from the District.

**ARTICLE 35
EXTENDED
LEAVE**

1. An employee may be granted an extended leave of absence without pay for a maximum of one year for personal reasons. The leave request shall include a complete explanation of the need for the leave. The granting of this request will be based on the needs of the District.

1.1 Any employee who has five or more consecutive years of service with the District will be allowed to retain any leave benefits accrued and/or seniority earned upon return to work.

2. EXTENDED ILLNESS LEAVE

An employee, who during the course of his/her contract, becomes unable to work because of a serious health condition, and who has exhausted all other leave, paid and unpaid, available for that purpose, may be granted, upon approval by the board acting upon a recommendation from the superintendent, extended leave without pay for the duration of the health condition up to the remainder of the school year. Such leave may be renewed for an additional year upon approval of the board acting upon a recommendation from the superintendent.

The employee's written request for extended illness leave must state a probable date of return. The employee must submit a physician's statement attesting to the need for the leave prior to approval and submit another statement attesting to the employee's release to return to work prior to the employee returning to work.

The employee's health plan benefits may be maintained during the leaving period with the timely payment of the premiums made in full by the employee.

**ARTICLE 36
MILITARY
LEAVE**

Military Leave shall be granted in accordance with state and federal laws.

Any employee, who is a member of an organized unit of the National Guard, or a reserve unit of any of the military branches, shall be given military leave not to exceed fifteen (15) days annually when they are ordered to active duty training with such organized units. Such leave is to be in addition to other leave or vacation time to which such employees are otherwise entitled, with no deduction of pay.

ARTICLE 37

PARENTAL LEAVE

1. An employee may request up to twelve (12) consecutive weeks of leave for child bearing/rearing any time between the commencement for pregnancy and the child's first birthday. During this period the employee may utilize any accumulated straight leave.
2. An employee shall submit a written request for this leave no later than thirty (30) days prior to the commencement of the leave, except in cases of an emergency. The application shall be accompanied by a physician's statement identifying the expected date of delivery and any other relevant medical facts.
3. This leave will be counted against any eligibility under the FMLA.

ARTICLE 38

PUBLIC/POLITICAL LEAVE

Upon request the board may grant an employee a political leave without pay to campaign for election or to serve in public office. The employee will be returned to employment by the district only if a vacancy exists for which the employee is licensed and qualified.

This leave may be renewed by the board, but only with the express condition that there is no guarantee for return to employment.

Upon request the Board may grant an employee political leave without pay to campaign for election or to serve in public office. The district will return the employees to employment only if the vacancy exists for which the employee is licensed and qualified.

This leave may be renewed by the Board, but only with the express condition that there is no guarantee of return to employment.

ARTICLE 39

ANNUAL LEAVE

1. Twelve month employees shall be entitled to twenty (20) days of paid annual leave earned on the basis of 1.66 days per month.
2. Annual leave may accumulate to thirty (30) days.

3. Upon termination of employment with the District, a twelve (12) month employee shall be paid for earned and unused annual leave not to exceed twenty days.
4. Annual leave shall not be granted in advance of the number of days earned by the employee.
5. Annual leave is granted at the discretion of the requesting employee's immediate supervisor.
6. Annual leave shall not be earned during any period of time the employee is on approved leave without pay.
7. Annual leave shall not be granted to part-time employees or employees having a work year less than twelve (12) months.
8. Authorization will be granted only for such times as will least interfere with the efficient operation of the schools and not to exceed five consecutive days
The board reserves the right to make separate contractual arrangements regarding annual leave, with the superintendent.
9. Upon separation of employment the District may pay a maximum of ten (10) accrued unused days to the employee at the employee's regular daily rate.
10. Annual leave is scheduled by mutual agreement of the supervisor and the employee.

**ARTICLE 40
LEAVE WITH OUT PAY (LWOP)**

Each employee who desires leave without pay may request such leave from their supervisor, however, before such leave is granted, all other forms of leave available to the employee must be exhausted. (Exemption: Federation Officers may take up to 2 days of LWOP annually)

**ARTICLE 41
REDUCTION-IN-FORCE**

1. It is the District's right to reduce its employment and, if necessary, discharge or terminate employees as a result of a reduction in force (RIF) in the event of a financial emergency or an elimination or restructuring of its instructional programs or operations.
2. When the District anticipates a RIF that might result in the transfer or layoff of an employee(s), the District will notify the Federation in writing of the

anticipated RIF. The notice shall include the reasons for the RIF, the affected programs and employees, and the expected date of the RIF. The notice will be provided at least twenty (20) days prior to the anticipated implementation of a layoff.

3. Following the issuance of the notices set forth in 2 above, the Federation shall, upon request, meet with the District to discuss possible alternatives to the RIF and the transfer and/or layoff of any employee, provided the Federation requests the meeting in writing to the District no later than five (5) days after receiving the notice of intent to RIF from the District.
4. The District will first request voluntary transfers and resignations by written notice to the employees in the affected job title. Prior to initiating a RIF, the District will attempt to achieve the RIF through involuntary transfers.
5. If the efforts set forth in 4 above do not resolve the problem, the District will provide written notification to the employee that is to be RIF. The employee identified for RIF shall be the employee with the least occupational group seniority within the identified job title for licensed professional, licensed para-professional and non-licensed employees and within the job title and the endorsement area affected by the RIF.

If an employee to be retained due to licensure, endorsement, and/or required qualifications in the job description has less seniority than the employee to be laid off, the district shall put in writing the reason for the exception.

6. A laid-off (RIF) tenured employee shall have the following rights:

The employee shall have recall rights for one year. The District shall offer any position vacancy within the job title from which the employee was laid off, or for which the employee is otherwise qualified, to the employee. Employees on an eligible recall list shall be recalled in seniority order (i.e. last laid off, first recalled). The employee shall maintain a current address and phone number with the District. Failure to provide this information will disqualify the employee for recall rights under this Agreement. If the employee is not recalled within the one-year recall period, the employee's employment relationship with the District shall be severed, and the District's obligation to provide any employment rights to the employee shall be terminated.

An employee who refuses recall to their former job title or endorsement shall waive further recall rights. An employee who refuses recall to a position for which the employee is otherwise qualified does not waive further recall rights.

The district shall not hire any new employees in any position as long as there remains an employee on the recall list who is fully qualified for the position.

Upon request of the employee, the laid-off employee will be placed on the District's approved substitute rolls.

While eligible for recall and not eligible for coverage under another employer, the employee may continue to participate in the District's health insurance program as per the conditions set forth in COBRA.

ARTICLE 42 PRIVITIZATION

Except in emergency situations, at least 60 days prior to making a recommendation to the board for an outside contractor to perform functions or services currently performed by a bargaining unit employee, the District will meet and confer with the Federation. The Federation will be given an opportunity to provide an alternative resolution to this issue perceived as creating a need for privatization. This resolution will be considered in good faith by the District prior to the issuance of the RFP or the decision by the board to pursue privatization options. It is understood and agreed that it is the District's sole and exclusive right to decide whether or not to proceed with outside contracts.

ARTICLE 43 CLASS SIZE LOADS

1. The District shall comply with the State Statutes and State Public Education Department Regulations and Standards in determining class size, class load limits, and staffing patterns.
2. The District shall consult with the affected employees prior to requesting any waiver from the State Public Education Department.

ARTICLE 44 HEALTH AND SAFETY

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

2. The District, the Federation, and employees will comply with all applicable health and safety codes, regulations, and laws.
3. Employees will immediately verbally report to their immediate supervisor any and all unsafe working conditions and in writing by the end of the day.

ARTICLE 45

TEACHING/WORKING ENVIRONMENT

1. Teaching is recognized as the teacher's primary responsibility. However, non-instructional duties are also a part of a licensed professional employee's responsibility. Non-instructional duties shall be assigned to employees on an equitable basis.
2. Classroom interruptions shall be kept to a minimum.
 - 2.1 Licensed professional employees shall receive a minimum of 24 hours notice of assemblies, presentations, group or individual testing, except in the case of emergencies.
 - 2.2 Licensed professional employees perception of excessive classroom interruptions shall be addressed in Meet and Confer sessions.
3. **The District and the Union will work towards maintaining a work environment that is based on mutual respect. All staff will refrain from conduct that substantially interferes with an individual's work, or creates an intimidating, hostile, or offensive work environment. All employees have the right to be treated with respect and are expected to conduct themselves with respect for the dignity of others as well as themselves.**

ARTICLE 46

WAGE AND SALARY PROCEDURES

1. General

1.1 Upon initial employment, bargaining unit employees will be placed at the first step of the salary schedule until documentation of credentials can be verified.

1.2 A bargaining unit employee shall receive credit on the salary schedule for experience, training, and/or education, whichever is appropriate to the position, provided the employee submits official transcripts corroborating

the training and education, or the completion of the coursework to the District Central Office no later than October 10th of the year in which recognition of the credit begins and provided the employee has notified the District in advance. Salary will be retroactive to beginning of contract date.

1.3 Bargaining unit employees shall be placed on the approved appropriate salary schedule for the job title based on the training, education, and/or experience approved by the district.

1.4 Bargaining unit employees shall begin receiving salary schedule compensation for additional training and education no later than three weeks after October 10th of the year in which approval of the credit is obtained.

1.5 There shall be no movement on the salary schedule, except for promotions, unless first negotiated by the parties and approved by the District School Board. All salary schedules are negotiated annually.

1.6 Refer to salary schedule and calendar for pay periods. If a pay day falls on a weekend, holiday, or a day during an extended break, the employees shall be paid on the last work day immediately preceding the weekend, holiday, or break.

1.7 **For the 2013/2014 SY, all bargaining unit employees shall receive a 1% salary increase.**

1.8 **If the legislation appropriates additional funds during the 2013/2014 SY, the parties shall meet and negotiate additional increases.**

2. LICENSED PROFESSIONAL

2.1 At the time of initial employment each licensed professional shall receive one year of experience on the salary schedule for each full year of approved District or out-of-district experience directly related to the position currently held up to a total of 22 years. For the purpose of this section, a year of experience shall be defined as at least one half of the established work year as determined by the district or the reporting institution that is accredited by an accrediting agency approved by the District. This shall not be applied retroactively.

2.2 Each licensed professional shall be compensated for approved additional training directly related to the position currently held in accordance with the approved salary schedule.

2.4 Employees who are currently credited, as of the 1994-1995 school year, with additional hours on the salary schedule will be grand fathered.

2.5 Part-time licensed professional employees shall be hired in blocks of one (1) through seven (7). Lunch breaks shall not be included in the computation. The licensed professional shall be compensated at the rate of one-seventh (1/7) of the annual salary to which the licensed professional employees would have been entitled as a full-time licensed professional employees for each block or fraction of a block for which the licensed professional employee is hired.

2.6 Licensed professional employees agreeing to teach during their preparation period shall be paid in accordance with these same procedures.

3. LICENSED PARA-PROFESSIONAL

3.1 Employees shall be placed on a salary schedule that is designated for their job title.

3.2 Each Licensed Para-Professional shall receive one year of experience on the salary schedule for each full year of approved District or out-of-district experience directly related to the position currently held. A combined total of 15 years of in-district and out-of-district experience, if earned, is allowed at the time of initial employment. Approved experience must be experience as an educational assistant.

4. NON-LICENSED

4.1 A combined total of ten years of experience, with a maximum of five years of outside experience, if earned, shall be allowed at the time of initial employment. An employee who moves from one job title to another will be permitted to apply the employee's credited years of service to the new job title when the District determines there is a direct correlation of skills. When the District determines there is no direct correlation, or where movement is from a non-licensed to a licensed position, the employee will be placed on the beginning salary of the appropriate salary schedule.

5. APPENDIX "F" SHALL CONSIST OF THE APPLICABLE SALARY/

WAGE SCHEDULES.

ARTICLE 47

USE OF A PERSONAL VEHICLE

An employee required by the District to use his/her personal vehicle during the employee's workday for District business shall be compensated as per the New Mexico mileage and Per-Diem Act.

ARTICLE 48

INSURANCE BENEFITS

1. Each employee working 15 hours per week or more shall be eligible for insurance benefits available in the District unless otherwise indicated. Upon employment with the District, each employee shall be provided a complete explanation of the benefits for which the employee is eligible. Each employee shall be provided with a brochure outlining plan benefits for each plan chosen by the employee.
2. Any employee's share of premiums for insurances shall be deducted from the employee's paycheck each pay period in equal installments.
3. The District shall, at a minimum, provide group insurance benefits to eligible employees as required by law.
4. The District shall assume the premium cost required by law for each available insurance plan. In the event of changes in the statutory premium requirement, the District will maintain the current percentage schedule until the parties negotiate changes in a successor agreement or re-opener.
5. The District shall provide professional liability and Workers' Compensation coverage for employees in accordance with New Mexico law.
6. Employees shall be entitled to invest in tax-sheltered annuities and deferred compensation programs currently available through the Business Office by payroll deduction. Deductions shall be made and forwarded to the investment company.
7. Employees shall be notified in writing of their opportunity to continue their insurance benefits through COBRA in the event of a separation, termination, or leave without pay during the District orientation meeting and at the time the

above stated actions occur.

8. The Federation and the District shall meet periodically at the request of either party to discuss the implementation and experience of the group insurance plans. The District shall provide the Federation with all data and documents related to the plans and the plan experience not considered confidential.
9. Any reduction in insurance benefits will require the District and Federation to meet and confer regarding the proposed change.

ARTICLE 49 COMPLETE AGREEMENT

The parties agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this agreement. No additional negotiations shall be conducted on any item, whether contained herein or not, except by mutual agreement of the parties. This agreement replaces any and all previous agreements by the parties.

The District and the Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 50 AGREEMENT DURATION

1. This Agreement shall become effective (upon ratification and signature by both parties) and shall remain in full force and effect through. **June 30, 2014.**

Negotiations for wages and compensation shall be re-opened during each year of this agreement. Re-opener negotiations shall commence when funding availability is known and as agreed by the parties.

Each party may submit up to three (3) non-economic items for negotiations during the contract re-openers.

2. Amendments to this Agreement may occur provided both parties agree to the amendment. Such approval and amendments shall be executed in writing and

shall have full force and effect upon signing by both parties.

Signature Page

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

CUBA UNIFIED EDUCATORS

By: _____ Date: _____
President

By: _____ Date: _____
Chief Negotiator

CUBA INDEPENDENT SCHOOL DISTRICT #53

By: _____ Date: _____
President of School Board

By: _____ Date: _____
Superintendent

APPENDIX A

1. The “Licensed Professional” occupational group is a part of this bargaining unit and shall include the following job titles: Licensed professional employees (Teachers), Counselor, Nurse, Librarian, and Ancillary Staff (Therapists).
2. The “Licensed Para-Professional” occupational group is part of this bargaining unit and includes the job title of Instructional Assistants.
3. The “Non-Licensed” occupational group is a part of this bargaining unit and shall include the following job titles: Secretary, Cook, Custodian, Maintenance Worker, Data Manager, and Bus Driver.

Unless limited by the provisions of a collective bargaining agreement or by other statutory provisions, a public employer may:

- A. direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;
- B. determine qualification for employment and the nature and content of personnel examinations;
- C. take actions as may be necessary to carry out the mission of the public employer in emergencies; and
- D. retain all rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act [10-7E-1 to 10-7E-26 NMSA 1978].

Process:

.... for handling parent/student issues with a teacher:

- 1 Parent goes to principal with a complaint or issue about a teacher.**
- 2 Principal explains that the school has a policy for this that needs to be followed and encourages the parent fill out the “Issue form”**
- 3 Principal will conference with the teacher regarding the complaint.**
- 4 Teacher fills out his/her portion of the form.**
- 5 Teacher contacts the parent to schedule a conference within a week’s time (if possible).**
- 6 Student/principal may or may not be involved in this conference.**
- 7 An improvement plan is discussed and action steps identified to attempt to solve the issue.**
- 8 Another conference is scheduled in four (4) weeks time to assess the issue again. If they have not been solved, the student will be moved to another teacher’s class or enrolled in on-line or alternative course.**

(The Process for Parent / Teacher issues form should be inserted in this page)

Cuba Independent School Grievance Form

Name of Grievant: _____

Date: _____

Date of Alleged Violation: _____

Alleged Violation: _____

Party Against Whom the Grievance is Filed: _____

Witnesses to the Alleged Violation: _____

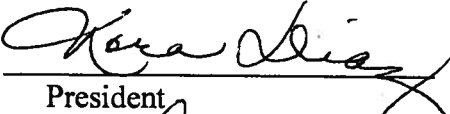
Remedy Requested: _____

Please Attach Any Supporting Documents for the Alleged Violation. Identify These Documents by Title and Date.

Signature Page

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

CUBA UNIFIED EDUCATORS

By:  Date: 12/20/13
President

By:  Date: 12/20/13
Chief Negotiator

CUBA INDEPENDENT SCHOOL DISTRICT #53

By:  Date: 12/6/13
President of School Board

By:  Date: 12-3-13
Superintendent

