

LABOR AGREEMENT
BETWEEN
THE TAOS MUNICIPAL SCHOOLS
BOARD OF EDUCATION

AND THE

TAOS FEDERATION OF UNITED SCHOOL EMPLOYEES

July 1, 2022
Through
June 30, 2023

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ARTICLE 1 AGREEMENT

- 1.1 The articles contained herein constitute the bilateral and binding Agreement regarding all terms and conditions of employment by and between the Taos Municipal Schools Board of Education, Taos, New Mexico (BOARD) and the Taos FEDERATION of United School Employees (FEDERATION), the employee's union.
- 1.2 This Agreement is made and entered into effect July 1, 2019 and shall remain in effect through June 30, 2020. This Agreement shall continue in effect until a new agreement is reached. If any provision of this Agreement or application shall be found contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect.
- 1.3 Either party may reopen non-monetary negotiations with written notice to the other party within ninety (90) days prior to June 30th of the final year of this Agreement on any two (2) of the following: existing subsection(s) of articles of this Agreement, new article(s), new subsection(s), or working condition issues. A "working condition issue" may involve multiple changes within an article but cannot propose changes unrelated to the issue. Only with explicit rationale may either party propose changes related to the issue within multiple articles. The rationale must clearly explain how each change relates to the single issue. Either party may reopen monetary or wage negotiations with written notice to the other party within ninety (90) days prior to June 30th of each year of this Agreement.
 - A. Wages shall be negotiated to coincide with the budget preparation for the next school year.
 - B. Negotiations for wages shall be reopened in the event of an increase in school funding appropriated by the legislature during a special or midterm legislative session. Such a reopener may occur within 15 days of the BOARD'S knowledge of the funding increase.
 - C. If negotiations for non-monetary working conditions are not completed by June 1, then negotiations may be suspended until September 1. All terms and conditions of the current Agreement will remain in full force and effect.
 - D. "Meet and Confer" negotiations will take place on an as needed basis, as conditions and/or changes to the workplace occur, as per PEBA and this Agreement, outside the regular negotiation period. Meet and Confer sessions will be conducted as per regular negotiation rules and regulations.

- E. The FEDERATION and BOARD negotiating teams will take part in a requisite training for Interest Based Bargaining (IBB) and negotiate the terms and conditions of the contract successive to the current contract using IBB protocols.

- 1.4 If any provision of this Agreement or application shall be found contrary to law, the effected provisions shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect.
 - A. As per PEBA (10-7E-1 to 10-&E-26, NMSA 1978) if any BOARD policy or directive is in conflict with any provision with this Agreement, the Agreement shall control.
 - B. The BOARD will not approve or implement any new policy or directive that is in conflict with this Agreement without first negotiating the policy with the FEDERATION.

- 1.5 The parties, by mutual written, signed and dated consent, may modify this Agreement.

ARTICLE 2 PURPOSE

- 2.1 The purpose of this Agreement is to enable the BOARD to provide the very best environment in which to educate the students of the Taos Municipal Schools. The BOARD and the FEDERATION support the promotion of harmonious and cooperative relationships between the parties to provide for the orderly and uninterrupted operations and functions of the school system that offer the students the best possible education.
- 2.2 The parties to this Agreement recognize the interest of students, employees, and parents to expect a safe, peaceful, and productive environment in which to study and learn.
- 2.3 The first consideration in the interpretation and application of this Agreement will be what is in the best interest of students as agreed upon by both parties. The parties will make every effort to utilize this collective bargaining agreement to maximize this purpose.

ARTICLE 3 RECOGNITION

- 3.1 The BOARD, pursuant to the authority vested by law, recognizes the FEDERATION as the sole and exclusive bargaining agent for the certified and classified bargaining unit

employees of the Taos Municipal School BOARD who are non-managerial, and non-confidential as per the Public Employee Bargaining Act (PEBA).

- 3.2 The bargaining unit consists of the following job titles found in Appendix B.

ARTICLE 4 RIGHTS OF THE BOARD

- 4.1 The laws of New Mexico vest the responsibility in the BOARD for the efficient and economical operation of the Taos Municipal School District to produce a quality education for students. Except as specifically modified in writing by direct and express language in a specific ARTICLE and SECTION in this Agreement, the BOARD retains all rights and powers.
- 4.2 This Agreement has been executed and will be implemented in accordance with the laws of the State of New Mexico.
- 4.3 It is agreed and understood by both parties that unless otherwise specifically stated herein, the provision, condition, and requirements of this Agreement shall be applied equally to all members of the bargaining unit.

ARTICLE 5 NEGOTIATING PROCEDURES

- 5.1 Negotiations will be conducted in closed sessions and proceedings will be kept confidential within the FEDERATION and BOARD teams. All negotiations shall be conducted at the negotiating table between the identified negotiating teams. TFUSE and TMS BOARD negotiating teams will undergo requisite trainings and make a good faith effort to reach settlements using Interest Based Bargaining (IBB) as the primary method of bargaining collectively. Both parties reserve all rights of recourse to all bargaining methods contained in the Public Employees Bargaining Act.
- 5.2 Each negotiation team will consist of a maximum of seven (7) members. Neither party shall interfere in the selection of the other party's negotiating team.
- 5.3 All agreements reached as a result of negotiations shall be tentative until ratification by the bargaining unit employees and the BOARD.
- 5.4 Each party will be provided a master signed copy of the Agreement. The BOARD is responsible for reproducing sufficient copies for distribution and providing an explanation of the Agreement to the management staff. The FEDERATION is responsible for reproducing sufficient copies for distribution to members upon request. The FEDERATION will provide an explanation of the Agreement to bargaining unit

employees. The Agreement can be accessed through the district website. Staff will not use district resources for printing or copying of the Agreement.

- 5.5 Either party may initiate negotiations for a successor Agreement by submitting a written notice to the other party requesting the commencement of negotiations. Such written notice shall be provided to the other party no later than ninety (90) days prior to the expiration of the Agreement.

ARTICLE 6 FEDERATION RIGHTS

The following rights, responsibilities and privileges shall apply exclusively to the FEDERATION as Exclusive representative for all employees in the bargaining unit. These rights shall not be granted to any other labor organization for this bargaining unit.

6.1 Membership Dues

- A. The BOARD recognizes the right of the FEDERATION to charge membership dues. It is recognized by the parties that employees have the right to join or not to join the FEDERATION. The collection of dues shall be negotiated annually.
- B. The BOARD shall provide payroll deduction of FEDERATION membership dues for employees who authorize the deductions. Such deductions shall continue for the duration of the school year. The BOARD will honor deductions provided the deduction request is submitted to the district's payroll office on a form agreed to by the parties. The deductions shall be made from the employee's paychecks for each of 25 of 26 pay periods. Such deductions shall be honored from year to year without further authorization. At the beginning of each month, the FEDERATION will reconcile the payroll deduction list with the payroll office.
- C. New members will be added to the deduction schedule with the first pay period of the month following their enrollment application.
- D. Dues will be the same for employees for each pay period throughout the 25 pay periods with no prorating.

6.2 Communication Privilege

The FEDERATION shall be permitted to use the employee mailboxes and school e-mail at district work sites for the dissemination of literature during non-working hours. Political information will be limited to legislative updates and non-partisan information on education issues.

6.3 Meetings

- A. If requested by the FEDERATION, the FEDERATION will be allowed to speak and/or set up an informational table during the first district staff meeting and new employee orientation meeting.
- B. The FEDERATION building representatives or executive officers may be allowed the opportunity to make announcements at employee meeting(s) or work site meeting(s) of employees.
- C. The FEDERATION may use meeting areas in district buildings provided the request in writing be made at least a week in advance. Such request is subject to the approval of the principal, site supervisor, program manager, or designee. A written approval or denial with explanation will be provided within 48 hours of the request. The meetings will not interfere with the instructional schedule/workday or conflict with previously scheduled events.

6.4 Bulletin Boards

Space in each employee work site will be provided for a FEDERATION bulletin board. Such bulletin boards shall be used for posting official FEDERATION material. The posted material shall not be derogatory, inflammatory or disruptive to good labor management relations. Political information will be limited to legislative updates and nonpartisan information on education issues.

6.5 Public Information

If requested in writing, the BOARD will provide the FEDERATION with information classified as public information as required by law. This shall not be interpreted to require the BOARD to develop new reports or analyses. The BOARD will charge a fee for the copies as provided for under the Inspection of Public Records Act.

6.6 FEDERATION Leaders

The FEDERATION building representatives and executive officers are recognized as FEDERATION leaders in their respective work sites. This recognition carries with it the rights of the representative(s) to carry out their FEDERATION responsibilities. Such responsibilities will not be conducted during the instructional day unless approval of supervisor has been received. The building representatives and executive officers shall have the right to bring to the attention of the work site supervisor concerns of

employees in the bargaining unit, organization rights of the FEDERATION and matters pertaining to this agreement.

6.7 FEDERATION Leave

The FEDERATION representatives may be granted up to five (5) days of leave with pay per year for conducting FEDERATION business. The FEDERATION will be responsible for the cost of substitute coverage.

6.8 Visits by FEDERATION Officials/Representatives

When requested by a building representative, FEDERATION officials and/or representatives who are not district employees shall have the right to visit work sites for the purpose of conducting representational business provided the visit does not interfere with the duty schedule of the employees involved and provided that prior written approval or denial with explanation will be provided within 48 hours of the request. The work site supervisor or designee will give approval/denial.

6.9 FEDERATION Office

The BOARD will provide office space for TFUSE at central office or one of the school sites.

ARTICLE 7 EMPLOYEE RIGHTS

7.1 Representation and Reporting

7.1.1 An employee may request a FEDERATION representative to accompany them to any disciplinary meeting that may result in formal documentation being placed in the employee's personnel file, at any disciplinary meeting at which more than one administrator is present, or at any meeting with district-wide administration. The request shall be made in writing to the building representative.

7.1.2 It is recognized by the parties that it is the FEDERATION's responsibility to inform the bargaining unit employees of all their rights under this AGREEMENT.

7.1.3 Any concerns regarding the performance behavior of an employee will be made in private.

7.1.4 When an employee reports any illegal or inappropriate act by another employee, parent, or student there shall be no retaliation affecting the employee's employment status by a member of the BOARD, ADMINISTRATION, FEDERATION, or any bargaining unit employee.

7.12 Employee safety and remote work

7.12.1 Employees shall have the right to apply for all rights and benefits granted under the Americans with Disabilities Act (ADA), including but not limited to, reasonable accommodations relating to an employee's assigned workspace and safety measures in their assigned workspaces that go beyond District requirements. Applications shall be made through the Human Resources Department and the employee will work with their site supervisors to implement any approved measures. ADA accommodation decisions by the District are subject to claims and enforcement under applicable state and/or federal administrative processes and, therefore, are not subject to grievance under Article 8.

7.12.2 Employees shall have the right to request to attend meetings, trainings, and other non-instructional district functions remotely. The employee's request shall be made as needed and in writing to the employee's building administrator on a meeting-by-meeting basis. The building administrator retains sole discretion whether to grant the employee's request. If a request or proposal is denied, the building administrator shall notify the employee in writing with the basis for denial. If the building administrator is the Superintendent, then Superintendent may identify a designee.

7.12.3 If safety circumstances arise that prompt the District to move to a remote instructional model at a site or sites for any amount of time, non-essential employees whose job classifications allow for remote work shall not be required to report at that site or sites during that same instructional remote period of time. Such allowance may not apply to employees who serve students with accommodations that require one-to-one in-person services. At the discretion of the Superintendent, employees may be reassigned to perform their regular duties at an alternate site that is deemed safe in lieu of working remotely. The Superintendent retains sole to determine when to shift to a remote model and at which sites.

7.2 Non-Discrimination

The parties recognize the right of each employee to organize for the purpose of collective bargaining with the BOARD. The parties recognize that it is the employee's right to join or decline membership to the FEDERATION. Neither the BOARD nor the FEDERATION shall discriminate against an employee because of membership or non-

membership in the FEDERATION. The parties shall not discriminate in the application or administration of this AGREEMENT based on race, color, creed, religion, national origin, gender, marital status, disability, sexual orientation, or age.

7.3 Uninterrupted Teaching

7.3.1 Visitors are welcome to visit class sites as long as site protocol is followed. These visits shall not disrupt the educational process.

7.3.2 The teacher may request that any visitor schedule a conference during the teacher's preparatory period, if the visitor wishes to speak to the teacher in a manner, which would interfere with the teacher's teaching responsibilities.

7.4 Substitute Coverage

7.4.1 It is the site administrator's responsibility to maintain a current list of eligible substitutes.

7.4.2 It is the employee's responsibility to give three days' notice of absence with the exception of an emergency situation, using the approved district leave request form.

7.4.3 It is the employee's responsibility to arrange for substitute coverage through the district maintained automated substitute-calling system.

7.4.4 It is the employee's responsibility to notify the principal no later than 6:00 am of the absence and that the substitute calling system has been activated.

7.4.5 Any and all leave is subject to the approval of the principal or designee in accordance with this AGREEMENT.

7.5 Evaluation Procedure

7.5.1 The primary purpose of employee evaluation will be the documentation and improvement of instruction and job performance. All employees will be advised of the evaluation procedure and instruments prior to being evaluated. This information is available on the district website.

7.5.2 The employee shall be evaluated as per the BOARD's evaluation plan.

7.5.3 Written evaluations shall be prepared on the BOARD's approved evaluation instrument, appropriate to the classification.

- 7.5.4 By the 40th day, all certified employees will develop a "Professional Development Plan" (PDP) consistent with appropriate self-reflective techniques that will lead to an earnest attempt at self-improvement in the areas that are designated. The preparation and submission of a development plan shall not be interpreted as evidence of "unsatisfactory" job performance. The supervisor and employee will collaborate to develop a PDP, to be implemented during the academic year. The plan may be changed by mutual agreement.
- 7.5.5 Classified employees will be evaluated yearly on their job performance by their immediate supervisor.
- 7.5.6 An employee exhibiting "unsatisfactory" job performance shall be evaluated when such behavior is identified, regardless of where the employee is on the in-depth evaluation process. This process will be referred to as the "Performance Improvement Plan" (PIP) and is available on the district website under the TMSD Evaluation Plan.
- 7.5.7 All employees are subject to evaluation based on the cycle set forth by state regulations. However, an employee may request and receive an additional observation report by the Director of Instruction or designee, which will become part of the final evaluation.

7.6 Student Discipline

Student discipline shall be applied in accordance with Board policy, State Board of Education regulations, and state law. It is recognized by the parties that the teacher has the primary responsibility for dealing with student disciplinary actions.

- 7.6.1 Teachers are expected to act with reasonable care to ensure that students do not create a risk of harm to themselves or others. Teachers may use reasonable force as may be necessary to protect himself or herself in the context of any physical attack on a teacher by a student.
- 7.6.2 A teacher may temporarily dismiss a student from class to the principal, or designee, when the student's behavior is disruptive to the point of impeding learning by the other students and after efforts have been made to correct the problem in accordance with the school's disciplinary practice. The teacher shall furnish the principal or designee in writing the details of the incident including the efforts that have been made to correct the problem, for the principal or designee to make the determination whether the student may be returned to

class prior to a conference between the teacher and principal. Before the principal or designee returns the student to the classroom, the principal or designee shall inform the teacher of the corrective measure taken. In cases of extreme or chronic student disruption to a classroom, the principal or designee may call a case conference with teacher, parents and others as necessary for the purposes of discussing the problem and determining and initiating corrective measures.

7.7 Employee Discipline

Upon the supervising administrator's determination of the existence of cause to place disciplinary documentation in an employee's personnel file, the supervising administrator shall notify the staff member of intent to impose discipline. The notice shall be in writing and shall be delivered in person or by first-class mail.

- 7.7.1 Nothing contained herein will limit a supervising administrator's prerogative to engage in informal consultation with an employee to discuss matters of concern related to the employee's performance, conduct, et cetera.
- 7.7.2 Nothing contained herein will limit a supervising administrator's prerogative to place documentation of matters of concern in his or her supervisor's file.
- 7.7.3 The District will follow a progressive discipline system. The progressive discipline system will consist of four steps: a) verbal warning, b) informal consultation, c) written warning, d) formal written reprimand. Each infraction will be viewed a separate occurrence unless the misconduct is persistent and/or similar misconduct. In most cases, the District will utilize the levels of progressive discipline in order. However, in the case of serious misconduct, the District reserves the right to exercise the level of discipline consistent with the seriousness of the infraction up to and including discharge or termination.
 - a. **Verbal warning (supervisor's site record)** - Initial infractions, irregularities, or deficiencies shall be privately brought to the employee's attention by the supervising administrator who shall speak with the employee in private to issue a verbal warning in person, by phone, or electronically. Supervising administrators may initiate verbal warnings at their discretion at any time during the workday except during employee breaks, lunch, and preparation time, and provided that the meeting happens in private. The supervising administrator shall inform the employee of the basis for the verbal warning and, where appropriate, the steps the employee must take to prevent

further disciplinary action. Verbal warnings are not subject to the grievance procedure. The supervising administrator shall document the date, time, and subject of the verbal warning in the supervisor's site record. The verbal warning shall not be used as the basis for further discipline if no other disciplinary action occurs within twenty-four (24) months from the date of the warning.

- b. **Informal consultation (supervisor's site record)** - If the conduct persists, continued infractions, irregularities, or deficiencies shall next be privately brought to the employee's attention informally by the supervising administrator in person, by phone, in writing, and/or electronically. Supervising administrators may initiate informal consultations at their discretion at any time during the workday except during employee breaks, lunch, and preparation time, and provided that the meeting happens in private. Advance notice is not required. Informal consultations are not subject to the grievance procedure. The supervising administrator will document the date, time, and subject of the informal consultation in their supervisor's site record. In the discretion of the supervising administrator, the supervising administrator may issue up to two (2) informal consultations for the same infraction prior to progressing to the next step. The informal consultation shall not be used as the basis for further discipline if no other disciplinary action occurs within twenty-four (24) months from the date of the consultation.
- c. **Written warning (supervisor's site record and employee personnel file)** - If the conduct persists or if the severity of the infraction requires, the supervising administrator may issue a written warning to the employee. Before the written warning is issued, the supervising administrator will schedule a meeting with the employee and provide the employee with at least 24-hours advance notice in writing. The meeting will take place in person unless circumstances require a remote meeting. The meeting will take place in private during the regular workday or during extra-duty time as described in Article 12.3.1. The written warning shall consist of the employee's specific deficient performance and further direction for improvements. The employee shall sign to acknowledge receipt of the written warning. The employee's signature does not signify agreement with the contents of the warning. The supervising administrator shall document the date, time, and subject of the verbal warning, along with a copy of the written warning, in the supervisor's site record and the personnel file. If not already implemented, and at the supervisor's discretion, a performance improvement plan (PIP) may be implemented at this step of the progressive discipline process. The written warning shall be used for notice purposes only

and shall not be used as the basis for further discipline if no other disciplinary action occurs within twenty-four (24) months from the date of the warning.

- d. **Formal Written Reprimand (employee personnel file)** - If the conduct persists, a formal written reprimand may be given to the employee. All formal written reprimands shall be based on substantial documented facts, including but not limited to documentation of previous steps. Formal written reprimands shall not be based on unsubstantiated claims. In addition to documentation of the persisting misconduct, the administrator shall provide documentation that the employee was notified of the misconduct in the previous steps of the progressive discipline procedure. Evidence of unsatisfactory performance on the PIP enacted in the Written Warning step may also serve as supporting documentation for a formal written reprimand. If an administrator does not have supporting documentation, or when allegations of misconduct are serious enough to bypass the progressive discipline procedure, the administrator will use the Investigation Procedure in Article 7.8 to determine the facts. In either case, if, based on substantial documented facts, the District then decides that disciplinary action should be taken, the supervising administrator will schedule a meeting with the employee and provide the employee with at least 24-hours advance notice in writing. The meeting will take place in person unless circumstances require a remote meeting. The meeting will take place in private during the regular workday or during extra-duty time as described in Article 12.3.1. The reprimand shall be dated and signed by the supervising administrator and shall include a complete description of the incident or problem, referring to specific times, dates, locations, personnel involved, and rules violated, as well documentation of the previous steps in the progressive discipline process. The employee shall sign to acknowledge receipt of the reprimand. The employee's signature does not signify agreement with the contents of the reprimand. The formal written reprimand will then be placed in the employee's personnel file. If not previously implemented, At the supervisor's discretion, a performance improvement plan (PIP) may be implemented at this step of the progressive discipline process.

- 7.7.4 **Termination or Discharge:** In those situations where the progressive disciplinary steps have not resulted in modification of the identified behavior, or where the employee commits serious misconduct as defined in 7.7.3, the employee may be demoted, involuntarily transferred, discharged, or terminated from employment.

7.8 Employee Investigation

- 7.8.1 The BOARD has the right to investigate all allegations of employee misconduct.
- 7.8.2 All employees will cooperate fully with investigations.
- 7.8.3 No documentation related to the matter under investigation will be placed in the employee's personnel file until the investigation is completed and the allegations substantiated. However, it is recognized that additional information may arise that would require the reopening of the investigation.
- 7.8.4 Employee investigations shall be conducted confidentially and expeditiously.
- 7.8.5 During an investigation, the employee under investigation shall be informed of the subject of the investigation and shall be afforded the opportunity to respond to the allegations.
- 7.8.6 The employee may request representation of the FEDERATION in any meeting or interview at any step of the investigation. However, the FEDERATION will not interfere with the investigation.
- 7.8.7 If an employee is placed on administrative leave of absence during an investigation, the employee will continue to receive pay and benefits.

7.9 Personnel File

- 7.9.1 There shall be one official personnel file maintained for each employee. The file shall be kept at the Taos Municipal School District's administration building.
- 7.9.2 TMSD administrators and BOARD representatives with legitimate business may have access to an employee's file.
- 7.9.3 A file reviewer shall sign and date a form maintained in the file to record all persons who have had access to a file.
- 7.9.4 An employee will see and receive a copy of any document prior to the placement of the document in the employee's personnel file.
- 7.9.5 The employee shall acknowledge having seen and received a copy of the document by affixing the employee's signature on the document. If an employee refuses to sign said document the supervising administrator, along

with a third party, will document said refusal on the document and forward it to the official personnel file.

- 7.9.6 Anonymous, unsigned documents shall not be placed in an employee's personnel file. Third party signed documents may be placed in the personnel file after being signed by the employee. "Third party" shall be defined as someone who is other than the employee or the employee's administrative supervisor.
- 7.9.7 An employee may respond in writing within five (5) days to any document placed in an employee's file. The response shall be attached to the document and placed in the file.
- 7.9.8 A document shall be removed from the employee's file only at the direction of an arbitrator, judge of competent jurisdiction, or as the result of a grievance resolution.
- 7.9.9 An employee shall have access to his/her own personnel file by appointment during regular business hours. The BOARD will assign a central office employee to be present during the review of such file. The employee's representative may accompany the employee while reviewing the file. An employee may authorize in writing a FEDERATION representative to have access to the employee file on his/her behalf. Nothing shall be removed from this file during inspection. The employee may request a copy of any of the material subject to inspection. The BOARD may charge a fee as permitted by the Public Records Inspection Act for any copies provided.

7.10 Seniority

- 7.10.1 Seniority shall be defined as the length of continuous bargaining unit service with the Taos Municipal School District from date of last employment in a specific job classification.
 - A. Unpaid leave of absence as approved by the Superintendent shall not be counted toward seniority and shall not break continuous service.
 - B. Retirement or resignation from the TMSD shall constitute a break in continuous service.
- 7.10.2 The BOARD shall maintain a seniority list of employees. The list shall include the employee's rank of seniority by classification and/or endorsement area,

whichever is appropriate, and date of hire. The BOARD will provide a seniority list upon written request from the FEDERATION.

7.11 Just Cause

Discipline, reprimand, or reduction in rank, compensation or advantage of a teacher will be determined by applicable state and federal law.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 Purpose; applicability

8.1.1 The purpose of this grievance procedure is to secure equitable resolutions to problems, which arise and are subject to review. The goal of this procedure is to resolve issues in a professional manner.

8.1.2 A grievance shall be defined as an allegation of a violation, misinterpretation, or misapplication of the Agreement.

8.1.3 The content of an employee evaluation shall not be subject to the grievance procedure.

8.2 Procedure

8.2.1 All documentation shall include the alleged violation, misinterpretation, or misapplication of the specific Article and Section of this Agreement. The documentation shall also include the employee's name, job classification, date of filing, date of the alleged violation, and the resolution requested.

8.2.2 STEP 1 Immediate Supervisor

An employee must discuss and document his/her complaint with the immediate supervisor within 10 days of the alleged violation. If the employee and the immediate supervisor cannot resolve the complaint, the employee has the right to file a formal written grievance with the Superintendent within 10 days. If the employee is not satisfied with immediate supervisor's written answer in Step 1, the employee may appeal the grievance in writing to the Superintendent or designee, within ten days using the Step 2 Grievance Form provided by the administration.

8.2.3 STEP 2 Superintendent

The grievance must maintain the same violation(s) of the same Article and Section of this Agreement as Step 1. No different or additional allegations may be presented in this or subsequent steps of the procedure.

8.2.4 STEP 3 Arbitration

If the issue is not resolved within ten (10) days of the appeal to the Superintendent, the grievance may be submitted to arbitration.

- A. The FEDERATION and the aggrieved will determine if a grievance will be carried to Step 3. The FEDERATION will determine if they will continue supporting the grievance or the aggrieved may continue on his/her own without FEDERATION support.
- B. If the decision is to submit the grievance to arbitration and the filing requirements have been met, the parties shall meet within ten (10) days of the submittal of the notice of arbitration and submit a joint request for an unrestricted regional list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the FMCS list of arbitrators, the parties shall meet within ten (10) days and select an arbitrator. Selection of the arbitrator shall be accomplished by the parties alternately striking a name from the list until only one name remains. The remaining individual on the list shall serve as the arbitrator. The aggrieved shall strike the first name on the list. The arbitrator's cost will be borne equally by the parties of the grievance. Each party is responsible for the payment of its own representative and witnesses.
- C. The arbitrator must decide questions of an arbitral nature such as timeliness and appropriate subject matter for the grievance procedure before any consideration is given to the merits of the grievance.
- D. The arbitrator shall not modify the language of the Agreement. The arbitrator's sole responsibility is to interpret the language and render a decision.

8.3 Miscellaneous

- 8.3.1 No reprisal or retaliation by any party shall be taken against any person who participates in the grievance proceedings.

- 8.3.2 Either party may be accompanied and represented at any hearing or meeting conducted under this procedure.
- 8.3.3 An employee, acting individually, may present a grievance, as defined in 8.1.2, without the intervention of the FEDERATION provided the grievance has been processed in accordance with this procedure. Any adjustment made shall be consistent with the provisions of this Agreement. The FEDERATION shall be informed in writing of the grievance resolution.
- 8.3.4 Grievances not involving this Agreement must follow the BOARDS's Optional Grievance Procedure.
- 8.3.5 If a grievance affects a group of two (2) or more employees or involves an action or a decision by the BOARD, which has a district-wide impact, the employee(s) may request the FEDERATION to submit the grievance on behalf of the affected employees.
- 8.3.6 All documents related to grievance will be maintained as a separate file from an employee's personnel file. All documents will be kept in a secure location.
- 8.3.7 All grievances and grievance responses as defined in 8.1.2 shall be processed in accordance with this procedure.
- 8.3.8 The processing of grievances shall be conducted during non-duty time.
- 8.3.9 Written documentation of each step will be provided by the responsible party.

ARTICLE 9 VACANCIES, TRANSFERS, AND ASSIGNMENTS

9.1 Vacancy

A vacancy is defined as a budgeted position without an incumbent that the BOARD has decided to fill. Vacancies will be posted as per BOARD policies and procedures, whenever possible as soon as they occur. The notice will announce the position, job description, credentials needed, assignment essentials, location and the closing date. In filling the vacancy, voluntary transfers will be considered before external postings and involuntary transfers. The most qualified applicant will be selected.

9.2 Transfer

- A. A transfer may be defined as an action taken by the Superintendent resulting in the movement of an employee from one position to another. A transfer may be

'voluntary', initiated by the employee, or it may be 'involuntary', when initiated by the administration.

- B. If an employee's request for a transfer has been denied, then he/she will upon request receive an explanation of the reasons from the site administrator or Superintendent, depending on where the transfer takes place.

9.3 Voluntary Transfer

An employee may request a 'voluntary' transfer to a vacancy. The request must be in writing and delivered to the Human Resources Department and to the employee's immediate supervisor. 'Voluntary' transfers will be considered by the administration based on four criteria: (1) The programmatic needs of the TMSD; (2) the employee's qualifications and credentials to perform the duties; (3) the employee's evaluations; and then (4) length of employment within the bargaining unit in the TMSD. Consideration will be given in the above order only.

9.4 Involuntary Transfer

An 'involuntary' transfer may result in order to meet the programmatic needs of the TMSD when recommended to the Superintendent by the program manager or site administrator.

- A. In the event an 'involuntary' transfer becomes necessary, the employee with the least seniority within the job classification shall be transferred. In the event that someone other than the employee with the least seniority will be transferred, the supervisor must cite a justifiable program need. Programmatic needs shall be identified in a formal written completed request form. This must include a list of all-current vacancies for which said employee qualifies.
- B. A transferred employee will be notified of the reasons and assignment in writing as soon as possible. With the exception of an emergency, an administrator will give a minimum of a 48-hour notice.
 - a. All employees will be given the opportunity to have a meeting with a union representative, Human Resources Department representative, and site supervisor and/or designee prior to involuntary transfers, if any occurs.
 - b. Non-Certified employees transferred to a position which will result in a decrease in pay shall be paid the salary of the position from which he/she was transferred until the end of his/her current contract or for a period of six months, whichever

is greater, at which time the employee shall be placed on the appropriate salary schedule for the transferred position.

- c. Non-Certified employees transferred to a position, which will result in an increase of pay with an increase of job duties, will be paid appropriate to the salary schedule.
- C. An employee who is involuntarily assigned to a position for which he/she is not experienced shall be provided additional assistance in the assigned transfer.

9.5 On-Site Transfers

Transfers within the site remain the prerogative of the site supervisor.

ARTICLE 10 REDUCTION IN FORCE (RIF)

10.1 Basis for RIF

Employees may be laid off when their positions are eliminated because of, but are not limited to, the following:

- A. Decrease in student enrollment
- B. Decrease in revenue
 - a. because of decrease in student enrollment
 - b. because of the reduction of state, local or federal financial support; or
 - c. because of inflation, reducing the value of revenues received
- C. Change in the education program as determined by the BOARD in its good-faith exercise of discretion
- D. Consolidation involving District Court Orders
- E. Orders of the New Mexico Public Education Department (NMPED)

10.2 Board Discretion

Pursuant to NMPED Regulation 80-1, the Board of Education (hereinafter "BOARD") has the authority to discharge certified school personnel during the term of their contracts or to terminate certified school instructors with rights created by NMSA 1978m 22-10-14(B)[1991 supp.] (hereinafter "long-term teachers"), after notice and a hearing when a reduction in certified personnel is required as a result of decreased enrollment or a decrease or revision of educational programs. Reduction in Force (RIF) is "good and just cause" for discharges and "just cause" for termination of long-term teachers when established pursuant to this Agreement. RIF may occur at any time during the calendar year when the BOARD, in its discretion, determines that it is justified, and the procedures prescribed herein are applicable and are followed. RIF may be based upon

projections of future enrollment, revenues or expenses, and subsequent receipt of more revenue than expected or a subsequent increase of projected savings shall not invalidate any actions previously taken in good-faith reliance on such projections or require the re-employment of any employees who were released based on such projections.

- A. The BOARD is vested with the discretion to determine the educational program of the TMSD, so long as the NMPED's educational standard and statutory required standards are met.
- B. The BOARD, in its discretion, may revise the educational program to decrease the number of certified employees of the district at any time and is solely vested with the discretion to determine when decreased enrollment, financial exigency or other causes justify a RIF.

10.3 Notifications to FEDERATION

If the BOARD is contemplating a layoff, the BOARD will provide written notification to the FEDERATION at least thirty (30) calendar days prior to the effective day of the layoff. The process for layoff identified in this Agreement shall be used for a layoff. The employee to be laid off will receive fourteen (14) calendar days advance notice. In lieu of the fourteen (14) calendar day advance notice, the employee may be provided two (2) weeks' pay.

10.4 RIF Process

10.4.1 The BOARD will decide which position will be cut. If the employee in the position to be cut is the less senior employee in that endorsement area that employee will be laid off. If that employee is not the least senior employee in that endorsement area, the BOARD shall identify the least senior employee in that endorsement area district-wide within the appropriate level (elementary, mid-school, high school) and that employee whose position is cut will be transferred to the position vacated by the less senior employee who is laid off.

- A. The transfer of an employee from a position to be cut to the position with the least senior employee is not a valid grievance by the laid off employee.
- B. For the purpose of this Article, seniority will be computed from the employee's most recent date of continuous employment with the TMSD.

When seniority is equal, the last four digits of the social security number with the lowest number will be considered senior.

10.4.2 If the BOARD RIF plan requires that employees be terminated or discharged as opposed to laid off, the following criteria will be applied;

- A. Certified-Licensure/Qualification – The proper certification or licensure and qualification of staff to maintain a sound and balanced educational program which is accredited and meets statutory requirements and the NM PED's Educational Standards for New Mexico Schools, as well as the BOARD's educational and extra-curricular program for the TMSD, shall be the primary concern and the initial criterion to be applied in making the RIF selections.
- B. Substandard Certification-Licensure certification is inferior to full certification or licensure and a person who is fully certified or licensed for the available position(s) shall be retained in preference to a person holding substandard certificate or license. A person having a "waiver" of certification or licensure requirements shall be treated as having substandard certification or licensure for the purpose of this policy.
- C. Extra-Curricular Training and Experience – Training and experience in the extracurricular activities which are to be retained as part of the BOARD's overall program for its students may be considered as a qualification

requirement, in addition to certification or licensure status in making selection of personnel to be release under this policy.

10.5 Recall to Work

If there is a vacancy in a bargaining unit position, laid-off employees who are certified to perform the work in question will be recalled in seniority order using the following criteria:

- A. Vacancies that exist within the TMSD will be offered to qualified employees on layoff. Such offers will be made in seniority order.
- B. If a laid-off employee has displaced another employee or has been recalled to a position other than that which he/she held immediately prior to his/her layoff, he/she will remain eligible for recall in accordance with provisions of Section 10.4.
- C. Notice of recall will be given by telegram or registered mail to the last address given to the administrative office by an employee. A copy of the notice of recall will be

given to the FEDERATION. If an employee fails to respond within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.

- D. An employee who is laid off will remain on the recall list for twelve (12) months after the effective date of his/her layoff unless he/she:
 - a. Waives his/her recall rights in writing;
 - b. Resigns;
 - c. Fails to accept recall to the position that he/she held immediately prior to his/her layoff or to a substantially equivalent position; or
 - d. Fails to report to work in a position that he/she has accepted within ten (10) calendar days after receipt of the notice of recall. If an employee has secured temporary employment elsewhere, he/she will be allowed reasonable amount of additional time before being required to report for work.

10.6 Provisions

- A. While on layoff status, a person having participated in a TMSD fringe benefit program prior to being laid off shall have the opportunity to continue such benefits pursuant to the provisions of law (COBRA) providing such law exists.
- B. All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave, will be restored to him/her upon his/her return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. An employee will not receive increment credit for time spent on layoff, nor will such time count toward the fulfillment of time requirements for achieving permanent status.
- C. All employees who receive termination letters and are rehired the following year will have continuous years of experience counted in their contracts. Said employees will have all sick and personal leave days applied to their accrual of leave. In effect, termination at the end of one year shall not count as a break in service if an employee is hired for the following year.

ARTICLE 11 REEMPLOYMENT OF CERTIFIED EMPLOYEES

On or before the last day of the school year of the existing employment contract, the Superintendent shall serve written notice of reemployment or termination on each certified school instructor (teacher, counselor, librarian, therapist, and coordinator) employed by the TMSD. The notice of reemployment shall be an offer of employment for the ensuing school

year. A notice of termination shall be a notice of intention not to reemploy for the ensuing school year. Failure of the Superintendent to serve written notice of reemployment or termination on a certified school instructor and professional instructional support staff shall be construed to mean that notice of reemployment has been served upon the person for the ensuing school year according to the terms of the existing employment contract but subject to any additional compensation allowed other certified school instructor and professional instruction support staff of like qualifications and experience employed by the school district. Nothing in this section shall be construed to mean that failure of a Superintendent to serve a written notice of reemployment or termination shall automatically extend a certified employee's employment contract for a period in excess of one school year. Classified employees will be notified no later than June 15 of reemployment for the ensuing school year.

ARTICLE 12 WORKDAY/WORK YEAR

12.1 Workday/Work Year

The regular workday for each full-time employee classification is listed in Appendix B. Unless otherwise required in this Agreement, the workday shall be continuous. The only current exception is the custodial staff, bus drivers, and bus monitors who work a split shift.

12.2 Certified employee hours; leaving site:

The certified employee workday shall be a continuous 6.5 hours excluding the lunch break. Employees desiring to leave the work area during the duty day may do so with prior notification and approval of the site supervisor.

12.3 Extra Duties and Meetings

The parties recognize that the employee's responsibilities include but are not limited to bus duty, parent conferences, staff development and staff meetings that will necessitate work beyond the normal workday. Staff development and in-services will be scheduled within the workday with the understandings that it may extend beyond the normal workday occasionally. Prior notification of 24 hours will be provided on staff development, in-services, assemblies and staff meetings.

12.3.1 The continuous workday for certified staff may be lengthened no more than 4 hours during a 20-workday period. Reasonable prior notice will be given.

12.3.2 Certified staff may be required to attend one (1) evening event per semester.

12.3.3 Non-instructional duty assignments before and after school will be determined at each site by a committee of staff representatives and a site supervisor or designee.

12.4 Lunch

Each employee shall have a continuous, uninterrupted, unpaid and duty-free lunch period each workday. The lunch period shall not be less than 30 minutes and may be taken off the premises.

12.5 Classified employees

12.5.1 Breaks

The immediate supervisor for classified employees working 7.5 hours or more per day shall schedule breaks. This will include two (2) paid fifteen (15) minute breaks per day, which must be taken on the premises and may not be combined with lunch.

12.5.2 Data Entry

Custodial staff shall receive training and assistance for accessing, reviewing, or updating any online or electronic facilities management software as part of their regular workday. Employees who have not received proper training and assistance shall not be subject to discipline or dismissal for failure to properly use electronic facilities management software.

12.6 Prep Time

12.6.1 Preparation time shall be used by teachers for professional responsibilities and is work time. Teachers will not be assigned any teaching, substituting, or non-instructional duties during preparation time except in the case of emergencies or mutual agreement. If a teacher is assigned any testing duties during preparation time, the teacher and immediate supervisor shall shift the preparation time within the same day, if possible. If preparation time cannot be shifted within the same day, the teacher may request, and shall receive, that the preparation time be shifted to occur within ten (10) workdays.

12.6.2 Each secondary certified employee will receive a daily preparation period equal in length to the standard single period for which certified employees are schedule on a given day; or, if the school is on a block schedule, each secondary teacher will receive a preparation period equal in length to a standard block

period on alternating block days and a preparation period equal in length to a standard period on all non-block (skinny) days.

12.6.3 Secondary teachers will not be required to teach more than three (3) courses during a semester, i.e., a) earth science, life science, physical science or b) general math grade 6, general math grade 7, general math grade 8.

12.6.4 Elementary teachers are entitled to an uninterrupted block of 45 minutes for professional preparation per school day. For elementary school sites with regularly scheduled weekly partial school days, teachers at that site shall be entitled to 5 uninterrupted blocks of 45 minutes per week as mutually scheduled by the teacher and immediate supervisor in that same week.

12.7 Travel Time

Travel time for employees who work in more than one location in the district boundaries or district facilities in any one day shall be counted as part of that day.

12.8 Abbreviated Schedule

On a workday when work sites cannot be opened for the regular schedule due to extreme cold, snow or other emergency, the Superintendent may announce an abbreviated schedule for that workday or cancel the workday in exchange for a make-up day. An abbreviated schedule means a 2-hour delay for students. Certified and classified staff will report on a one hour and forty-five-minute delay. A reasonable allowance shall be made for the late arrival of employees.

12.9 Use of Cell Phones or other Electronic Devices

Employees shall not utilize cell phones or other electronic devices during the workday for personal business. The internet shall not be used for personal business during instructional periods.

12.10 School Year Calendar

On or before November 1 of each year, the Superintendent shall establish a District school year calendar committee comprised of community stakeholders to create a calendar draft based upon feedback from community and school representatives. The Federation shall be represented on the committee through its President or designee as vice-chair of the committee and one additional member identified by the Federation. The committee shall meet, develop, and recommend a school year calendar draft for consideration by the Board.

- 12.10.1 In the final school year calendar adopted by the Board, one full day at the beginning of the Fall semester and one-half day at the beginning of the Spring semester of each year shall be designated for preparation time.

ARTICLE 13 COMPENSATION

13.1 Salary; Increments; Mileage

13.1.1

- A. All certified employees will receive the state-mandated tier increases.
- B. Ancillary employees (social workers, occupational therapists, physical therapists, speech-language pathologists, etc.) who were left out of the legislative tier minimum increases will have their salaries raised by the 7% legislated increase. After these increases are applied, all ancillary salaries will be raised to the equivalent of other certified salaries at the same licensure level and years of experience.
- C. All classified salaries will be increased by five percent (5%) over and above the 7% legislated increase for a total of twelve percent (12%) increase. After these increases are applied, any classified salary that is less than \$15 per hour will be raised to \$15 per hour.
- D. The non-instructional and professional development stipend rate shall be increased from \$25 to \$30 per-hour. The after-school direct-service and tutoring stipend rate shall be increased from \$30 to \$35 per-hour.
- E. All employees will receive a one-time retention incentive of \$2,200 paid through ARP funds, made in two payments – one payment of \$1,100 in fall SY2022-23, and one payment of \$1,100 in fall SY2023-24.
- F. The district will adopt a NMPSIA Alternate Contribution Schedule to establish a health insurance contribution as follows:

<u>Current:</u>	<u>Revised:</u>
\$14,999 or less- 75/25	\$29,999 or less- 80/20
\$15,000 to \$19,999- 70/30	\$30,000 to 39,999- 70/30
\$20,000 to \$24,999- 65/35	\$40,000+ - 60/40
\$25,000+ - 60/40	

G. All stipend rates in Appendix C shall be increased by 20%.

13.1.2 Certified employees will receive one year of experience within the salary schedule for each year of TMSD or approved out of district credit. Credit on the salary schedule shall be given for verified years of teaching and additional training in accordance with the NMPED Training and Experience Guidelines. Credit will be a minimum of one year for every five years served as an education assistant/tutor. A year of teaching experience shall be defined as a least 990 verified hours of instruction during a given year at a state accredited school, pre-school, university or college.

13.1.3 Credit on the salary schedule will be given for job related experience. A year of experience shall be defined in accordance with the standards set for each job category.

13.1.4 Responsibility for verification of prior experience and for initiating appeals rests with the employee.

13.1.5 An employee may claim credit for a training increment by submitting an official transcript to the Human Resources Department no later than October 1 or 30 calendar days after the date of employment.

13.1.6 A full time employee shall be paid his/her annual salary in 26 installments.

13.1.7 Employees will be paid salary increment in accordance with the BOARD's approved schedule.

13.1.8 An employee who is required by the TMSD to use his/her own automobile in the performance of duties or responsibilities within the district, not to include the transportation of students, shall be compensated for such mileage in accordance with the mileage and per diem act.

13.1.9 Any new hire after September 2, 2011 will be compensated at the same salary level as an existing employee with identical experience, education, and licensure.

13.2 Overtime Compensation

13.2.1 Subject to the limitations and exceptions set forth below, overtime will be paid to hourly (classified) employees by increase salary at the rate on one and one-half the regular compensation rate. Overtime is defined as work in addition to

the normal forty hours per week, and on holidays observed by the TMSD. The workweek for hourly employees begins Monday at 12:01 am and ends on Sunday at 12:00 midnight.

- 13.2.2 All overtime must have prior written approval of the Superintendent or designee.
- 13.2.3 The hours worked by an employee who, of his/her choice, engages in part-time occasional or sporadic employment for the TMSD in a different capacity than his/her primary employment, shall be excluded from the calculation of hours for which the employee is entitled to overtime compensation.
- 13.2.4 The assignment of overtime shall be on a rotating basis in order of seniority among those qualified employees who indicate their interest in overtime. Once everyone who indicated interest in overtime has had the opportunity to work overtime, the rotation shall begin again. When overtime work calls for a particular skill or trade (electrician, plumber, etc.) overtime will be assigned within that trade based on the above criteria.

ARTICLE 14 LEAVES OF ABSENCE

A minimum of five (5) days prior notice will be given to the supervisor of the absence with the secured substitute coverage unless in case of emergency.

14.1 Sick Leave

14.1.1 Paid sick leave shall be accrued as follows:

- A. A total of ten (10) sick leave days for 181-190 day employees; eleven (11) sick leave days for 199-209 day employees; twelve (12) sick leave days for 215-219 day employees; and thirteen (13) sick leave days for 225-229 day employees will be granted per school year. Five (5) days shall be granted on the second pay periods of the first and second semester of the school year. If an employee resigns or uses sick days that have not accrued at the rate of one (1) per two (2) pay periods worked, those days will be deducted from that employee's pay.
- B. Sick leave applies only to a regular contract assignment. For example, summer school teaching is not a part of a regular contract and therefore is not covered by the sick leave policy.

- 14.1.2 There will be no limit on the amount of paid sick leave, which may be accumulated by an employee.
- 14.1.3 Employees may only be paid for accrued sick leave. If the employee has no accrued sick leave, the absence shall be charged leave without pay. Exceptions will be made for sick leave donation. See BOARD policy.
- 14.1.4 Abuse of sick leave is defined as a pattern of usage of sick leave on the day before or after the employee's days off and/or before and after a holiday. A pattern is defined as having occurred at least three times in a school year. When such a pattern has been established the employee will be placed on a Professional Improvement Plan (PIP), unless written medical verification has been provided.
- 14.1.5 Accrued paid sick leave may be used for family illness, bereavement, maternity/paternity, or personal leave, as defined below, as per the Family Medical Leave Act (FMLA).
- 14.1.8 At the beginning of each new school year, the administrative office will furnish each employee a written report of his/her accumulated sick leave status as well as total sick days used in the previous year.
- 14.1.9 When an employee terminates during the annual work period, the appropriate salary deduction will be made from the final paycheck for any used but unearned sick leave.
- 14.1.10 Sick 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 TMSD for the period during which the sick leave benefits are paid. In no event shall an employee be entitled to more than .33 paid sick leave per day and worker's compensation payments during the same period. As used in this policy, "worker's compensation payments" refers only to wage replacements benefits under any worker's compensation act. In the event an employee receives both sick leave benefits and worker's compensation payments for the same period, the TMSD will deduct the amount of sick leave benefits paid, (in the event no election has been made) or the amount of worker's compensation payments received by an employee (in the event an election has been made) from the next amount due the employee.

14.2 Professional Leave

14.2.1 Leaves from duty without deduction may be granted for professional visitation and attendance at job-related meeting, conferences and training sessions or other activities subject to the Superintendent's judgement and approval.

14.3 Personal Leave

14.3.1 Personal leave requests will be approved as long as adequate substitute coverage is secured before the day of leave.

14.3.2 Personal leave days are included in accumulated paid sick leave. After the conclusion of each school year, up to two days of unused personal leave will roll over to the subsequent school year as additional personal leave days and the remainder will be rolled back into sick leave. The DISTRICT based on the following scale will allow a total of two (2) to six (6) days of personal leave per school year plus any rolled over personal leave days.

Accrued Sick Leave	Personal Leave (not including rolled over days)
0 days to 29 days	2 days
30 days to 49 days	3 days
50 days to 69 days	4 days
70 days to 89 days	5 days
Over 90 days	6 days

14.4 Extended Personal Leave

Leave without pay for personal or educational reasons may be granted to an employee for up to one year, provided the employee has been actively employed in the TMSD for five (5) years. Application for the leave shall include a statement indicating the purpose of the leave and shall be submitted to the Superintendent at least 30 days prior to the effective date: The Superintendent in case of emergency may waive the 30-day notice. Upon return from an unpaid leave, a reasonable effort will be made to return the employee to a comparable position.

14.5 Jury Duty/Court Subpoena Leave

14.5.1 Absence with pay will be granted when an employee is subpoenaed to appear in an official proceeding, if such proceeding does not involve self-employment or

employer and does not concern the employee's own personal affairs or grievance against the district. No accrued leave will be charged against the employee.

14.5.2 Leave with pay will be granted to an employee for appearance in court, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

14.5.3 The employee must give, as soon as possible, notification to his/her immediate supervisor of the desire to apply for such leave to appear in court of report for jury duty.

14.5.4 If payment is received by the employee, he/she shall turn the funds over to the TMSD or lose the equivalent amount of pay.

14.6 Bereavement Leave

14.6.1 Bereavement leave is paid sick leave used by an employee if death of a member of the immediate family occurs. Immediate family is defined as, spouse, partner, child, parent, sibling, in-laws, grandparent, grandchild, uncle, aunt, niece, nephew, or person standing in loco parentis.

14.6.2 Funeral Leave

In the event of the death of an employee or student in the TMSD, the Supervisor will grant to an appropriate number of certified employees, pending the availability of substitute teachers, sufficient time off to attend the funeral.

14.7 Military Leave

14.7.1 Any employee, who is a member of an organized unit of the National Guard, or a reserve unit of any of the military branches, when ordered to active duty training with such organized units, shall be given paid military leave not to exceed fifteen (15) days annually.

14.7.2 Such leave is to be in addition to other leave or vacation time to which the employee is otherwise entitled, with no deduction of pay.

14.7.3 Any employee who is drafted or called into duty by the armed forces of the United States shall be considered as on leave without pay, eligible for return to duty for the first available position for which the employee is licensed, or for

non-licensed employees, the first available position of the kind held by the employee at the time of induction into the armed forces.

14.8 Child Rearing Leave

- 14.8.1 Employee may request child-rearing leave without pay for the birth, or the adoption, of the assumption of guardianship of a child under one year of age.
- 14.8.2 The employee shall, except in the case of emergency, notify the Superintendent at least thirty (30) days prior to the date of leave is expected to begin, and shall specify the expected length of leave when it is requested. Such leave may be given for a period of up to one (1) year.
- 14.8.3 An employee who adopts a child under the age of 6 years old shall be eligible to receive a child-rearing leave.
- 14.8.4 Child rearing leave is defined as paid leave deducted from accrued sick leave for childbirth and infant care.

14.10 Political Leave

- 14.10.1 Leave of absence with pay shall be granted for holding political office. The employee/office holder shall request in writing a leave within the framework of this policy and shall receive a written response defining the terms of the leave. The response shall include reinstatement upon termination of the leave, where applicable, all benefits will accrue as if the employee were actively employed.
- 14.10.2 Leave of absence without pay and accrued benefits shall be granted to employees who are elected to full-time, salaried positions. Upon termination of the leave of absence, the employee shall be reinstated in the same or similar position according to the personnel needs to the TMSD.
- 14.10.3 Leave of absence with pay shall be granted to employees who are elected or appointed to non-salaried positions. The number of days granted to employees under this paragraph will be determined by the Superintendent, except the employees under this paragraph will determined by the Superintendent, except the employees elected to the State Legislature will be limited to the number of days for the regular annual session plus ten (10) additional days. Any days granted beyond this number will be without pay. The employee shall maintain the position in the school system normally held with not serving in political office.

- 14.10.4 Application for such leave shall be made to the Superintendent. The reimbursement cost for substitute coverage shall be the responsibility of the employee/office holder.

ARTICLE 15 EMPLOYEE ELIGIBILITY FOR FRINGE BENEFITS

- 15.1 All full-time employees of the TMSD are eligible for all applicable benefits provided by statute or regulation. For Student Nutrition employees, "full-time" is defined as not less than twenty (20) hours weekly. Employees in any capacity working less than half time are ineligible for any insurance coverage paid for in part or in whole by the BOARD.
- 15.2 Employees who work at least half-time but less than full-time are eligible for all benefits provided by statute or regulation and by the BOARD.

ARTICLE 16 MERITORIOUS ATTENDANCE REMUNERATION

- 16.1 The BOARD and the FEDERATION agree to implement a program to provide remuneration for meritorious attendance on a yearly basis.
- 16.2 Any employee is eligible to participate in the program. An employee will be awarded a cash bonus at the conclusion of the school year in accordance with the following criteria:
- 0 absences - \$200.00 cash awarded
 - 1-2 absences - \$100.00 cash awarded
- 16.3 Approved Professional/Civic or FEDERATION leave shall not be counted as an absence.

ARTICLE 17 PUBLIC EMERGENCIES

- 17.1 Circumstances may arise that cause the Local, State, or National government to declare a state of emergency that necessitates a significant and extended change in working conditions and/or compensation for bargaining unit members. If such circumstances arise, TMSD and TFUSE understand that they must act in accordance with the New Mexico Public Employee Bargaining Act, which may include entering into negotiations for an MOU to address changes in working conditions and/or compensation.

APPENDIX A: DEFINITIONS

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

"Administration" means a member(s) of the DISTRICT's administrative staff and is an employee who is engaged primarily in executive and management functions and is charged with the responsibility of developing, administering, or effectuating management policies. An employee shall not be deemed a management employee solely because the employee participates in cooperative decision-making programs on an occasional basis.

"Aggrieved" means the person filing the grievance.

"Bargaining Unit" means all the employees as defined above both classified and certified.

"BOARD" means the Taos Municipal Schools Board of Education.

"Certified Employee" means non-supervisory, non-managerial, non-confidential certified school employees who are employees of the DISTRICT, including therapists, nurses, counselors, educational diagnosticians, social workers, psychologists, and audiologists.

"Classified Employee" means a non-supervisory, non-confidential employee including educational assistants, medical assistants, secretaries, food service employees, maintenance employees, transportation employees and custodians.

"Collective Bargaining" means the act of negotiating between a public employer and an exclusive representative for entering into a written agreement regarding wages, hours and other terms and conditions of employment.

"Confidential Employee" means a person who devotes a majority of his time to assisting and acting in a confidential capacity with respect a person, who formulates, determines and effectuates management policies.

"Course" a course is a class that requires a specific syllabus.

"Days" means Monday through Friday, not including holidays observed the DISTRICT. This includes summer months.

"DISTRICT" means the Taos Municipal School DISTRICT, Taos County, State of New Mexico, public employer. "Public employer" means the state or political subdivision thereof, including a municipality that has adopted a home rule charter, and does not include a government of an

Indian nation, tribe or pueblo, provided that state educational institutions provided in Article 12, Section 11 of the Constitution of New Mexico shall be considered public employers other than state for collective bargaining purposes only.

"District Representative" include individuals who may have access to an employee's file, (i.e., attorneys).

"Emergency" A serious, unforeseen, and/or dangerous situation requiring immediate action and/or modification of the normal schedule and affecting the safety and wellbeing of students and staff.

"Employee" means both certified and classified.

"FEDERATION" means Taos Federation of United School Employees (T-FUSE).

"Job Classification" refers to the position available for pay within the DISTRICT.

"School" or **"Building"** means any work site within the DISTRICT where an employee may be, assigned.

"Student Nutrition" refers to food service staff, cooks and cashiers (range).

"Superintendent" means the DISTRICT superintendent.

"Supervisor" means an employee who a majority of work time to supervisory duties, who customarily and regularly directs the work of two or more other employees and who has the authority in the interest of the employer to hire, promotes, or discipline other employees for to recommend such actions effectively, but "supervisor" does not include an individual who performs merely routine, incidental or clerical duties or who occasionally assumes a supervisory or directory role or whose duties are substantially similar to those of his/her subordinates and does not include a lead employee or an employee who participate in peer review or occasional employee evaluation programs.

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

"T-FUSE" means the Taos FEDERATION of United School Employees.

Use of **"Teacher"** shall be interpreted to mean **"Certified Employee"**

APPENDIX B: WORKDAY/WORK YEAR

Employment Classification	Contract Days	Hours per Day
Teachers/Ancillary/Certified	182	6.5
Educational Assistants/Medical Assistants/Security Guards	181	6.5
Financial Specialists	229	7.5
Secretaries/Administrative Assistants	199/209/219/229	7.5
Maintenance/Custodial (SNP Warehouse)	229	8
Student Nutrition Managers	184	8
Student Nutrition Cooks & Cashiers	183	7
Middle School & High School Counselors	197/202	6.5
School Owned Bus Drivers	# of School Days	4
School Bus Monitors	# of School Days	6
Indian Education Program Manager	190	6.5
Data Technician	225	7.5
Medicaid Facilitator	199	7.5

APPENDIX C:
Co-Curricular Support Services Salary Schedule

All positions are offered to one eligible candidate or to be split if positions are shared

Taos High School

\$600 (1 Unit)	\$1,200 (2 Units)	\$1,800 (3 Units)
0-100 hours	101-200 hours	201-300+ hours
Don Fernando Yearbook Sponsor		Speech & Debate Sponsor
Student Council Advisor		Mariachi Sponsor
National Honor Society Sponsor		Drama Sponsor
English Department Head		Band Sponsor
Math Department Head		
Science Department Head		
Social Studies Department Head		
Exceptional Programs Dept. Head		
Freshman Class Advisor		
Sophomore Class Advisor		
Junior Class Advisor		
Senior Class Advisor		
Graduation Coordinator		
Agricultural Initiates		
BPA Sponsor		
Skills USA Sponsor		
AP Coordinator		
EQ Plus Sponsor		
Foreign Languages Department Head		
Vocational Department Head		

Taos Middle School

\$600 (1 Unit)	\$1,200 (2 Units)	\$1,800 (3 Units)
0-100 hours	101-200 hours	201-300+ hours
Yearbook & Newspaper Sponsor		
National Honor Society Sponsor		
Mariachi Sponsor		

Band Sponsor		
Student Council Advisor		
English Department Head		
Math Department Head		
Science Department Head		
Social Studies Department Head		
Exceptional Programs Dept. Head		
Chess Club Sponsor		
6 th Grade Academy Sponsor		
AVID Coordinator		
Food Service Sponsor		
Animation Club Sponsor		

District Wide

\$600 (1 Unit)	\$1,200 (2 Units)	\$1,800 (3 Units)
0-100 hours	101-200 hours	201-300+ hours
Chrysalis Adoption Year Dept. Head	Science Fair Sponsor	Chess Club Sponsor
Chrysalis Exceptional Programs Dept. Head	Elementary Mariachi Sponsor	District Science Fair Coordinator
Enos Garcia Adoption Year Dept. Head	Teacher's whose primary duties are for high needs students in Life Skills classrooms, dealing with bodily fluids & aggressive physical interactions from students	
EGES Exceptional Programs Dept. Head		
RES Adoption Year Dept. Head		
RES Exceptional Programs Dept. Head		
Arroyos Adoption Year Dept. Head		
Arroyos Exceptional Programs Dept. Head		
Elementary Robotics Sponsor		

District Wide Support Services

Level I School Business Official \$1,800	SNP Association Certification \$360	Maintenance Employees with Professional License (i.e. plumbing, electrical, GB98 etc.) \$2,400
Non-instructional and professional development stipend rate \$30 per-hour	After-school direct-service /tutoring stipend rate \$35 per-hour	EA's whose primary duties are for high needs students in Life Skills classrooms, dealing with bodily fluids & aggressive physical interactions from students
Level II School Business Official \$2,400	Head Custodian per employee supervised \$300	\$1,200

In addition to the activities and sponsorships included in this list, the District may propose, or employees may propose and apply for, a one-unit stipend for an original club or activity, or propose to sponsor any activity listed on the NMAA Activities list in a given year. Proposed activities shall comply with applicable board policies. An employee wishing to sponsor a particular activity shall submit a request in writing to the building administrator for the building administrator's recommendation to the Superintendent, or designee. Available sponsorships will be initially posted internally by the building administrator within the first 20 workdays of the school year, or when the sponsorship becomes available, through district email, and any qualified applicant may apply within 5 workdays of such posting. Approval shall remain in the sole discretion of the Superintendent, or designee, and the decision may be based on considerations including, but not limited to, availability of funds and any associated qualifications and/or licensure. Upon recommendation by the building administrator, the Superintendent or designee reserves the right to deny payment for a particular activity if it deems that the sponsor is not adequately performing the duties related to the activity. The District Superintendent or designee shall notify the employee in writing the basis for denial of payment. The District may prorate payment for an activity for employees that do not sponsor the activity for the full year. With building administrator approval, more than one employee may receive a stipend for sponsoring the same activity. Such requests will be made in writing and will include a clear explanation of the need for additional sponsors.

Granting approval of the club or activity shall not be construed as a commitment beyond the current fiscal year. Payment of a stipend under this paragraph shall be pursuant to a separate written agreement for the period of the activity. The period of the activity shall not exceed 11 months per fiscal year. If a request or proposal is denied, the Superintendent or designee shall notify the employee in writing the basis for denial.

AGREEMENT SIGNATURES:

This Agreement was made and entered into in Taos, New Mexico between the Taos Municipal Schools Board of Education, and the Taos FEDERATION of United School Employees.

Taos Municipal Schools

BY: Mark T. Florent
President, TMS Board of Education

Date: March 24, 2023

BY: Valerie Snythe
Superintendent, TMS

Date: 3/24/2023

T-FUSE Negotiating Team

BY: Fred Allen
President, T-FUSE

Date: 4/24/23

BY: Chris Arz
Vice-President Classified, T-FUSE

Date: 4/24/2023

BY: MK Jensen
Vice-President Certified, T-FUSE

Date: 4-24-2023