

COLLECTIVE BARGAINING AGREEMENT

between

Los Lunas Schools & NEA-Los Lunas

for Certified Staff

2021-2024

APPROVED ON DATE 7/11/23 by LLS Board of Education



CERTIFIED CBA
2021-2024

2023-2024 BARGAINING UPDATES

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PREAMBLE

The purpose of this Agreement is to promote harmonious and cooperative relationships between management and licensed personnel as provided by the New Mexico Public Employee Bargaining Act and the Los Lunas Schools Labor Management Relations Policy, and to continue to protect the integrity and delivery of quality service to the community. This Agreement is made and entered into this 24th day of August, 2021 here by and between the Los Lunas Schools (hereinafter referred to as the "District") and the NEA-Los Lunas (hereinafter referred to as NEA-LL).

In the interest of good labor-management relations, the District will continue to practice an open-door policy encouraging open communication between the parties. The Association President shall utilize the chain of command to voice any concerns or suggestions regarding working conditions or the terms of this Agreement. It is the goal to have a regularly monthly scheduled face to face meeting to address any concerns and/or upcoming developments.

ARTICLE ONE RECOGNITION

Pursuant to the New Mexico Public Employee Bargaining Act and the Los Lunas School District Labor-Management Relations Policy, the Los Lunas School District recognizes The National Education Association of Los Lunas as the exclusive representative of a unit consisting of all licensed certified teaching personnel and instructional support providers employed by the Los Lunas School District, excluding supervisory, managerial, confidential, casual, substitutes, and/or other positions excluded from the bargaining unit in accordance with the New Mexico Public Employee Bargaining Act and the Los Lunas Schools Labor-Management Relations Policy.

ARTICLE TWO BARGAINING PROCEDURE

- A. Negotiations for a successor agreement may be initiated upon written notice by either party to the other requesting the commencement of negotiations. Such notice shall be given no earlier than the Agreement unless the parties agree to other arrangements.
- B. Negotiations shall be scheduled by mutual agreement as follows:
 - 1. Dates for Negotiations will be scheduled no later than February 1st, with the first

- negotiation date being no later than February 15th.
2. Negotiations will conclude with Salary Schedules after they are approved by the LLS BOE (July 1 or earlier dependent on budget approval process).
 - C. The Public Employee Bargaining Act defines “collective bargaining” as the act of negotiating between a public employer and an exclusive representative for the purpose of entering into a written agreement regarding wages, hours and other terms and conditions of employment. NMSA 1978 § 10-7E-4(F) (2003). 10-7E-17. Scope of bargaining. Except for retirement programs provided pursuant to the Public Employees Retirement Act [Chapter 10, Article 11 NMSA 1978] or the Educational Retirement Act [Chapter 22, Article 11 NMSA 1978], public employers and exclusive representatives: (1) shall bargain in good faith on wages, hours, and all other terms and conditions of employment and other issues agreed to by the parties. However, neither the public employer nor the exclusive representative shall be required to agree to a proposal or to make a concession. Additionally, the impact of professional and instructional decisions made by the employer shall be negotiated.
 - D. The obligation to bargain collectively imposed by the Labor Management Relations Policy or the State Public Employee Bargaining Act shall not be construed as authorizing the employer and the exclusive representative to enter into any agreement that is in conflict with policies of the Public Education Department, state statutes, or federal statutes. In the event of a conflict between the policies of the Public Education Department, state statutes, or federal statutes and any agreement entered into by the employer and exclusive representative, the former shall prevail.
 - E. All bargaining will be conducted in closed sessions. An Interest-based process shall be used for negotiating sessions. Bargaining will be held at the facilities and at times mutually agreed upon by the bargaining teams.
 - F. Both bargaining teams shall have the authority to reach agreement on items presented at the table. Any agreement so bargained, will be reduced to writing and signed by the District and the Association. All agreements reached by the parties shall be initiated as tentative agreements. Such tentative agreements are conditional and may be withdrawn should later discussions change either team’s understanding of the language as it relates to other parts of the Agreement.
 - G. The District will provide to the Association any available public information requested. The District will also provide the Association a copy of the complete

line item budget (also known as “rolled out budget”) and appropriate updates for the following fiscal year at the time they are made available to the Los Lunas School Board prior to Board action and at the time it is required to be available for public review. This shall not require the District to develop new reports or analyses.

NEA-LL may request and receive other financial data provided to assist in the understanding of district proposals and in the formation of Association proposals.

NEA-LL shall be provided with the following budget information at the time it is prepared for internal use, prior to the District Board of Education taking action and at the time it is required to be available for public review.

1. A copy of the tentative operational budget including all worksheets and salary schedules submitted to the State Department of Education
2. A copy of the final operational budget report on a quarterly basis.
3. A copy of all state student membership.
4. A monthly copy of a current employee report.
5. A monthly copy of finance reports.
6. A copy of the December 1st, adjustment count for Special Education upon certification.
7. All caseload and class size waivers.
8. A copy of the projected student membership (ADM) for the following school year.
9. After the first 20 days of school, enrollment figures for all classes at each school.

All requests for documents will be provided to NEA-LL within (5) school days after such request.

Any document requested outside of the normal scope of bargaining may fall under the Inspection of Public Records Act (3 days for initial response, and up to 15 days for request fulfillment).

- H. The Agreement incorporates the entire understanding of the parties on all matters that were the subject of bargaining. During the term of the Agreement, neither party will be required to bargain with respect to any such matter whether or not covered by this Agreement, except that the impact of professional and instructional decisions made by the employer will be negotiated on an on-going basis.

- I. This Agreement may not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.
- J. If the parties cannot reach agreement, the Association or the District, through their respective representatives, may declare in writing that an impasse exists.
 - 1. If an impasse occurs, either party may request from the board or local board that a mediator be assigned to the negotiations unless the parties can agree on a mediator. A mediator with the federal mediation and conciliation service shall be assigned by the board or local board to assist negotiations unless the parties agree to another mediator; and
 - 2. If the impasse continues after a thirty-day mediation period, either party may request a list of seven arbitrators from the federal mediation and conciliation service. One arbitrator shall be chosen by the parties by alternately striking names from such list, who strikes first shall be determined by coin toss. The arbitrator shall render a final, binding written decision resolving unresolved issues pursuant to Subsection E of Section 17 of the Public Employee Bargaining Act and the Uniform Arbitration Act no later than thirty days after the arbitrator has been notified of his or her selection by the parties. The arbitrator's decision shall be limited to a selection of one of the two parties' complete, last, best offer. The costs of an arbitrator and the arbitrator's related costs conducted pursuant to this subsection shall be shared equally by the parties. Each party shall be responsible for bearing the cost of presenting its case. The decision shall be subject to judicial review pursuant to the standard set forth in the Uniform Arbitration Act.
- K. In the event that an impasse continues after the expiration of a contract, the existing contract will continue in full force and effect until it is replaced by a subsequent written agreement. However, this shall not require the public employer to increase any employees' levels, steps or grades of compensation contained in the existing contract.

ARTICLE THREE

ASSOCIATION RIGHTS

- A. The District will deduct membership dues from the salaries of employees who have signed and submitted voluntary dues deduction authorizations for Association membership dues. Such authorizations must be submitted to the payroll clerk at least fifteen (15) days prior to the effective date of the deduction.

The Association will certify to the District in writing the current amount of its membership dues. Deductions will be made in standard, equal installments calculated on the basis of twenty-four (24) deductions per year. Any employee desiring to have the District discontinue deductions she/he has previously authorized must notify the Association during the school year which such discontinuance is to be effective. The Association will in turn notify the District. The Association will defend and hold the District harmless on any liability that may arise as a result of compliance with this article provided that deductions made by the District were not in violation of this Article.

- B. Association representatives may be released from duty on leave with pay for the purpose of conducting Association business, subject to staffing needs.
- C. The Association will be provided a total of thirty (30) days of paid leave per school year to be used by Association officers or representatives. The Association will assume the cost of the substitutes. Additional days may be provided with the approval of the Superintendent. Association leave will be approved by the superintendent/designee.
- D. The Association may provide for a teaching partner, who will be approved by the District, for the local president in order to provide additional paid release time without the need for a substitute while maintaining quality instruction for students.
- E. The Association may continue to place official Association notices, circulars, and other official material in the employees' mailboxes and through electronic correspondence. The Association will provide a copy of any and all distributions to the principal/supervisor.
- F. Space for a bulletin board where the Association may post announcements will be made available in the faculty lounge at each work site.
- G. The District will make available to the Association a copy of District policies, procedures, school board agenda, school board packet, job descriptions, and any other available information classified as public information which is requested by the Association. This shall not be interpreted to require the District to develop new reports or analyses.
- H. The Association representative may schedule meetings with the work site supervisor to discuss any matter pertaining to this Agreement. Such meetings

shall be scheduled at a time and place mutually agreed upon by the parties which will not interfere with the delivery and quality of the instructional program.

- I. Non-employee Association representatives will follow school procedures and check in and out with the building supervisor and obtain a pass prior to entering a school facility.
- J. **Committees that deal with wages, hours, or working conditions would violate the rights of the exclusive representative and will not be formed.**
- K. The rights and/or privileges granted to the Association will not be granted to any other organization that purports to represent any employee covered by this Agreement.
- L. **A minimum of thirty (30) minutes will be provided to the Association Representative at each site at the first staff meeting of the year** to review changes to the Collective Bargaining Agreement, policies, procedures, and other information relevant to the rights and responsibilities of bargaining unit members. **At least fifteen (15) minutes will be provided at the first staff meeting of the second semester for this purpose.** The Association will be placed on the agenda of site staff meetings at least once per month.
- M. At sites that require bargaining unit members to serve on committees, serving as an Association officer or site representative will be considered as a committee.

ARTICLE FOUR EMPLOYEE RIGHTS

- A. Employees may **only** be disciplined, reprimanded, reduced in rank and/or compensation, suspended, discharged, terminated or otherwise deprived of any benefits for just cause. Dismissal and termination will be handled in accordance with State law.
- B. Any criticism concerning the performance or behavior of the employee or an administrator will be made in a private setting (does not preclude a witness being in attendance) and not in the presence of students, parents, other employees, or members of the public. Communication between an employee and an administrator or supervisor shall be conducted in a professional and courteous manner.

- C. When an employee is required to appear before an administrator or supervisor concerning any matter, which will result in disciplinary action, the employee will receive written notice of the reasons for such a meeting. Every effort will be made to notify the employee in writing during non-instructional time. The employee is entitled to have a representative of the Association present to advise him/her. The parties will not debate the merits of the discipline at this meeting.
- D. The District has the right and obligation to investigate any and all allegations of employee misconduct. Employees under investigation may be placed on administrative leave during an investigation. While on administrative leave the employee will continue to draw his/her regular pay and benefits.

When an employee is placed on administrative leave, the following procedures shall be followed:

1. The certified employee will be notified by the individual's immediate supervisor or by the superintendent/designee. The letter placing an employee on administrative leave will note the ability of the employee to speak with their Association Representative while on leave. The employee will be notified of the option to bring an Association representative to the initial meeting, or provided the opportunity to meet with the Association representative after the meeting.
2. Reasons for the certified employee being placed on leave shall be explained to the certified employee including dates and circumstances of any incidents relevant to the actions taken and if requested, shall be provided in writing. The specific details of any charges may be delayed pending the investigation.
3. Certified employees may, at the employee's request, be accompanied and represented by an Association representative at a meeting with a District official at the time of being notified of being placed on administrative leave or any subsequent investigative meeting held with the certified employee.
4. An investigation will be conducted as quickly as possible. Upon request by the certified employee or the certified employee's Association representative, status reports on the investigation shall be provided.
5. After the notification of completion of administrative leave, the employee may make arrangements with the site supervisor to return to campus after the school day in order to prepare for return to the classroom/site.

If charges are to be filed against an employee as a result of an investigation, the employee will be provided the opportunity to respond to the charges prior to action being taken by the District. Should the allegations be found to be baseless, the employee will be restored to her/his position. Investigated information will be held in confidence to the extent possible without violating the Public Information Act and without hindering the District's ability to present its case.

- E. A negative report shall include the date of the incident, the specific behavior criticized, and specific direction given to the employee for improved behavior(s).

ARTICLE FIVE

INFORMAL AND FORMAL PROBLEM RESOLUTIONS

A. PURPOSE

The purpose of these procedures are to secure, at the lowest possible administrative level, equitable solutions to problems that may arise.

B. GENERAL PROVISIONS

Parties must meet, discuss, and attempt to resolve the issue/dispute in a collegial, non-threatening manner. This may be accomplished by either: (1) employee and administrator meeting informally; or, (2) employee, administrator, and a representative meeting informally.

1. If there is no resolution after the employee/administrator's informal meeting, then the employee may choose to have a second meeting which will include an Association representative and the administrator. This meeting must take place before a formal grievance is written. Further, the administrator will be notified that this is the second meeting in the informal problem resolution process. He/she will also be informed that failure to reach resolution after this meeting may result in a formal grievance.
2. Employees shall be represented by the Association throughout the informal problem resolution or grievance process if the employee chooses to have representation.

C. INFORMAL PROBLEM RESOLUTION PROCEDURES

Since it is important that problems be resolved as rapidly as possible, the issue must first be discussed by the employee with the appropriate supervisor within 15 working days of the time the employee knows, or should have known, about the event which led to the problem. The employee will discuss the issue either directly or through the Association's designated grievance representative, with the objective of resolving the matter informally. Interest Based problem solving strategies are encouraged as a means of collaboratively solving problems. This is the informal oral process of grievance. The employee will state this as the informal step of the grievance process. All grievances will state the specific Agreement item violation, tell how the employee was harmed, and what remedy is sought. If the parties are unable to resolve the problem, it may advance to a grievance. Grievances will be submitted on the approved NEA-Los Lunas/Los Lunas Schools Grievance Form.

D. PROGRESSIVE DISCIPLINE PROCEDURE

Not all certified staff are evaluated through Elevate New Mexico, the Los Lunas Schools recognize the need for progressive discipline, for those who are not. The principles of progressive discipline shall be applied to any disciplinary action when the District determines progressive discipline is appropriate.

1. The principles of progressive discipline shall not prohibit the District from taking an immediate or more severe action if warranted by the circumstances. Since it is important that problems be resolved as rapidly as possible, the issue must first be discussed by the appropriate supervisor with the bargaining unit member within 10 days of the unacceptable behavior/work performance.
2. The employee has the right to a union representative at the request of the employee.
3. Progressive discipline may include at least one or more of the following actions:
 - Documented informal verbal warning
 - Documented formal verbal warning
 - Letter of documentationThis may also include one or more of the following:
 - Letter of concern
 - Letter of reprimand
 - Improvement assistance plan
 - Intensive review
 - Further disciplinary action, up to termination.

The principles of progressive discipline shall be applied to any disciplinary action when the District determines progressive discipline is appropriate.

E. GRIEVANCE PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the timelines specified at each level should be considered as a maximum and every effort made to expedite the process. The timelines specified may, however, be modified by mutual written agreement. In the event that the employer representative fails to meet the specified time limit, the grievance will advance to the next level.

“Steps of Grievance” will replace Levels of Grievances.

No grievance shall be initiated at Step One unless the issue has been discussed as provided in Article Five Section C, which is the Informal Problem Resolution. Interest Based problem solving strategies are encouraged as a means of collaboratively solving grievable issues up to and including Step Two.

F. DEFINITIONS

1. Grievance:

- a. A dispute pertaining to employment terms, conditions and related personnel matters, involving the interpretation or application of any of the terms of this Agreement, or
- b. A claim by an employee that there has been a misinterpretation, an inequitable application, or a violation of a School Board policy, including staff/faculty handbooks.

2. Grievance Procedure:

a formal problem-solving process when resolution is not accomplished in the informal problem-solving process.

3. Grievant:

an employee, a group of employees, or the Association.

4. Party-in-Interest:

any witness at a grievance hearing, the person against whom a grievance is filed, or a person who may be impacted as a result of any action taken to resolve a grievance.

5. Days:

means work days and shall not include holidays or recesses observed by the District. During the summer months, days shall mean Monday through Friday except for Independence Day and Memorial Day.

6. Designated Grievance Representative:

bargaining unit member, or Association staff person, who is trained and designated by the Association.

7. Informal Meeting:

discussion to reach resolution to an issue/dispute. Unless both parties agree, there will be no electronic recording, but written notes may be taken.

G. STEPS OF GRIEVANCE

STEP One (Supervisor)

- A. If, as a result of the informal discussion with the building principal or immediate supervisor, a grievance still exists, the grievant may invoke the formal grievance procedure on the grievance form provided under Appendix A. A copy of the grievance form shall be delivered to the principal or immediate supervisor. The form shall be signed and dated by the grievant and a representative of NEA-LL. The written grievance must be filed within the District Human Resources Director within ten (10) working days of the grievance, or within ten (10) workdays of the informal step.
- B. Within ten (10) workdays of receipt of the grievance, the principal or immediate supervisor shall meet with the grievant and/or NEA-LL in an effort to resolve the grievance.
- C. The principal or immediate supervisor shall indicate disposition of the grievance, in writing, within ten (10) workdays of such meeting and shall furnish the person with grievance and NEA-LL a copy.

STEP Two (District Office Administrator)

- A. If the grievant/NEA-LL is not satisfied with the disposition of the grievance by the principal or immediate supervisor, or if no disposition has been made within ten (10) work days of such meeting, (or ten (10) days of filing, whichever shall be later), the grievance shall be transmitted to the Director of Human Resources/District Office Administrator/designee over the grievant's area of employment.
- B. The Director of Human Resources/District Office Administrator/designee will meet with the person with grievance and/or NEA-LL designee within ten (10) workdays after receiving the written grievance in an effort to resolve the complaint.
- C. The Director of Human Resources/District Office Administrator/designee will respond in writing to the person with grievance/NEA-LL within ten (10) workdays.

STEP Three (Superintendent)

- A. If the grievant/NEA-LL is not satisfied with the response, he/she may appeal to the Superintendent within ten (10) workdays of receiving the response.
- B. The Superintendent shall meet with the grievant and/or NEA-LL within ten (10) work days of receiving the appeal.
- C. The Superintendent shall indicate his/her disposition of the grievance, in writing, within ten (10) workdays of such meeting, and shall furnish a copy to NEA-LL and the grievant. If the Superintendent/Designee is not available within this timeline, the grievant/NEA-LL will proceed to Step 4.

STEP Four (Arbitration)

If the grievant and/or NEA-LL is/are not satisfied with the disposition of the grievance, the grievant may proceed to arbitration upon written notice.

If the parties cannot mutually agree within ten (10) work days as to an arbitrator, the Federal Mediation and Conciliation Service shall be requested, by both parties, to provide a list of five (5) arbitrators. Once names are received, the party requesting arbitration shall have the right to strike the first name, the other party shall then strike one (1) name. The process will be repeated until one (1) person remains, who shall be requested to issue a decision as soon as practicable after conclusion of testimony and argument. The Board and NEA-LL shall not be permitted to assert in such arbitration

proceedings, any evidence not previously disclosed to the other party. The decision would be final and binding on both parties.

The fees and expenses of the arbitrator or panel shall be shared equally by the parties. Each side will pay expenses for its own witnesses and transcription. If transcription is requested by the arbitrator, both parties will share the expenses.

The time limits provided herein shall be strictly observed but may be extended by written agreement of the parties.

An employee who is required to be engaged during the school day in the presentation of a grievance or who is a witness for the same, shall be released from regular duties without loss of pay. It is recognized by the parties that the investigation and presentation of this grievance is done during non-work hours.

Any party in interest may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, a representative selected or approved by NEA-LL. NEA-LL may have its representative present at all steps in the procedure as requested by the grievant.

All meetings and hearings under this procedure shall be conducted in closed session and shall include only parties in interest and designation or selected representatives as stated above.

The District agrees to make available to the aggrieved person and NEA-LL all pertinent information not privileged in its possession or control.

ARTICLE SIX

PERSONAL AND ACADEMIC FREEDOM

- A. Employees will be entitled to the rights of public employees as required by law.
- B. Employees shall use their professional judgment to present students with an open study and examination of all academic issues consistent with the curricular and instructional competency requirements of the Public Education Department and the District Board of Education.
- C. Grades are determined by the classroom teacher. Parents or students contesting a grade will follow the appeal process outlined in each school's student

handbook. Retention/promotions recommended by teachers for K-8 will be made in accordance with District policy.

- D. The licenses and/or signatures of members of the bargaining unit will not be used without their express written permission for students not in their class or on their caseload when assigning grades, granting credit, or otherwise taking actions that require a licensed employee's signature.

ARTICLE SEVEN

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

- A. The District will provide a safe and healthful work environment as required by State and Federal law, and in compliance with current Public Health Ordinances. Employees are responsible for reporting observed unsafe and/or hazardous conditions to their supervisors on a standardized Building Advisory Council form. A copy of the form will be returned to the employee indicating the date and time received. Once the District has identified a work/learning area as an unsafe environment, it is recognized by the parties that reassignment of facilities may be necessary to ensure continued safe and healthful working/learning conditions.
- B.
 - 1. The District will make reasonable efforts to control visitor access to the school buildings and property. Visitors will be required to check in and out of the school administrative office. Reasonable efforts will be made to ensure that classroom instruction not be interrupted by unscheduled non-employee visitors other than in emergency situations.
 - 2. Harassment, abuse and/or intimidation of employees by parents, students, or other staff members will not be tolerated. The District has procedures that will be followed when there is a problem with behavior that endangers the staff.
 - 3. When it is documented, through a discipline referral form, that a student is seriously disrupting classroom instruction, the employee may refer the student out of the classroom to the principal/designee, unless otherwise specified on a student's Individualized Education plan (IEP) or 504 Plan.
- C. The parties support the implementation of a district-wide student discipline policy. Development and implementation of school-wide discipline policies and procedures is the joint responsibility of administrators and employees. The parties agree to support each other in the implementation of Board policy on

student discipline in an effort to control student behavior and provide a safe environment which is conducive to learning. The District will continue to work on improving the classroom to office communication system.

D.

1. As a last resort, and in accordance with District policy and state law, employees may use reasonable force to protect themselves, other employees or students from physical harm.
2. Nothing herein is intended to prevent an employee from appropriately touching children to guide or move them or to get their attention, to restrain a child who exhibits actual or potential violence or disruption, provided such force is not used for the purpose of punishment or abuse.
3. It is recognized that lawful and reasonable actions performed in the line of duty are covered by the District's liability insurance provided by the NMPSIA.

E. It is District policy that students with a medical condition will have a medical card on file at each school site. School nurses will maintain the medical card file for all students with known medical conditions. Each school will develop a procedure for handling student medical emergencies, including a direct line of communication between the nurse's office and the site administrator's office.

F. Employees who observe a physical assault on school property will promptly notify a proper authority and will take appropriate action short of becoming physically involved, except as noted in section D above to protect themselves, other employees or students from physical harm.

G. Consistent with statutory liability insurance coverage provided under Risk Management, the District will protect employees against assault, complaint or litigation for lawful covered actions performed within the scope of their employment including the provision of legal counsel as appropriate.

H. In cases where the District has been notified that a student or an employee is infected with a communicable/contagious disease, a standard procedure of safety precautions and training will be implemented. The parties recognize that privacy laws may affect the implementation of this procedure. The District will make available appropriate health/safety training, supplies, and equipment.

- I. The District will follow all CDC, NMDOH, and NMPED requirements and recommendations regarding proper sanitation protocols, PPE, and safety guidelines.
- J. The District and NEA-LL shall establish and maintain a districtwide COVID-19 Task Force.
 - a. The COVID-19 Task Force will meet in person or remotely on a regular basis or as needed to address issues.
 - b. Unless mandated by PED, remote learning will continue asynchronously through a designated district learning management system. Educators will ensure that course materials are kept current. Teachers are encouraged to keep open lines of communications with students during extended periods of absence.
- K. Video Recording Devices in the Classroom
 - 1. The Use of Video Recording Devices in any classroom setting is for the purpose providing education to students.
 - 2. Allowable use.
 - a. The District agrees that it shall have the option to use video cameras for class instruction.
 - b. Cameras shall be provided by the District, and educators shall be trained on their use.
 - c. During virtual class walkthroughs, administrators will make an effort to announce their presence to the instructor with the least amount of disruption possible.
 - d. Recordings can be made from a live class session or from a comprehensive video made separate from live class sessions by the teacher, based on the same instructional content, later in the school day.
 - e. No one other than the teacher shall make or keep a copy of the recording, except in the case of student or staff safety.
 - f. No video recordings may be used for purposes of discipline, except in the case of student or staff safety.

ARTICLE EIGHT

SEXUAL HARASSMENT

The parties recognize that sexual harassment is a violation of state laws, federal laws, and school board policy, is demeaning to employees and students, and is destructive to the work environment. Sexual harassment by any employees, non-employee volunteers, or other persons who work for the Association or the District is forbidden.

ARTICLE NINE

EMPLOYEE EVALUATION

- A. Certified employees will be evaluated in accordance to NMAC 6.69.8. All procedures will comply with applicable New Mexico state statutes and regulations. The purpose of the teacher performance review is to aid teachers and supervisors in the improvement of quality instructional services to students. Evaluations will be conducted in an open, honest and, forthright manner. The evaluation shall be conducted using State and District processes and procedures. Elevate New Mexico educator evaluation system, developed by the New Mexico Public Education Department (NMPED) will be used for teachers starting the year 2021-2022.-Documents related to the personnel evaluation system shall be included in the personnel record for employees in the district. Each employee will be granted an individual conference to discuss his/her evaluation with the supervisor who prepared that evaluation. Any written response from the employee regarding the evaluation will be included in the employee's file.
- B. The intention for Elevate NM is to support and uplift both the morale of New Mexico educators and their teaching skills through a system that provides feedback in three different ways:
 - 1. Teachers' personal reflections through their Professional Development Plans (PDPs)
 - 2. Feedback from administrators on the PDPs by using observation and scoring rubrics comprising the four domains, using the four levels of performance: "not demonstrating", "developing", "applying", and "innovating".
 - 1. Domain 1: Planning and Preparation
 - 2. Domain 2: Creating an Environment for Learning
 - 3. Domain 3: Teaching for Learning
 - 4. Domain 4: Professionalism
 - 3. Classroom observations and feedback from families and student surveys.

- C. Formal observations of the work performance of an employee will be conducted openly with the knowledge of the employee with at least one (1) day's advance notice. It is recognized that informal classroom observations may also be a part of an evaluation. Such observations shall be documented and the employee will be provided a copy in a timely manner.
- D. Any complaint regarding an employee made to any member of the administration, by any parent, student, or other person, which will be used in evaluating an employee will be called to the attention of the employee. The employee will be given an opportunity to respond to and/or rebut such a complaint. The complaint will be investigated and supported with reasonable evidence prior to being part of an evaluation document.
- E. The performance of all employees shall be evaluated in writing by a "certified observer" training in Elevate NM (principal, assistant principal, or site supervisor). If an employee is dissatisfied with his/her observation, the employee may request a review in writing to their appropriate direct supervisor.
- F. All employees shall have a post-observation conference within the prescribed timelines and will be afforded the opportunity to contest the scoring of any domain and present additional artifacts at the post observation conference.
- G. If an employee believes that their summative evaluation has been influenced by errors in data transmission or process application, the employee will be granted a review in writing to their superintendent's designee.
- H. Employees will be given a copy of any formal reports of class visits and the evaluation form prepared by their evaluators and will be entitled to a conference to discuss said report(s). No such report will be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. An employee's signature does not necessarily indicate agreement with the contents of the evaluation.
- I. Recognizing that the evaluation process as described above is to improve teacher performance and student instructional services, the District retains the sole and exclusive right to determine a person's continuing employment and that determination is in local control. The District retains the right to utilize the evaluation process in making a determination. The District retains the right to determine whether the evaluation will or will not be a determinative factor.

- J. A Professional Growth Plan (PGP) is a plan to correct areas of unsatisfactory performance and provide feedback from the administrator. A PGP may be initiated whenever the employee's administrator has reason to believe that the employee's performance may not meet the competency standard for the level of licensure. The District will utilize the Improvement and Assistance Plan form in order to complete the PGP process with employees. The original PGP may be carried over to the next year. An employee shall be entitled to have present, a representative of NEA-LL when known or possible disciplinary or corrective action is or could be taken in regard to any evaluation or growth process. The administrator and employee shall develop the PGP collaboratively. When the employee is placed on a PGP the administrator will make a good faith effort to suggest improvement action and to give the employee a reasonable amount of time and resources to make the improvement before evaluating the employee's performance again.

ARTICLE TEN

EMPLOYEE PERSONNEL FILES

- A. The District shall maintain an official permanent personnel file for each employee, as required by law, located in the District Central Office. The personnel file is the property of the School District.
- B. A personnel file shall be open to inspection only to:
- the individual employee by appointment. At the employee's option, representative(s) of the Association may accompany the employee in this inspection.
 - the superintendent, the personnel staff as determined by their job descriptions
 - the school attorney, and other administrative staff on a need-to-know basis. Personnel records/files shall not be made available to unauthorized individuals without written consent of the employees.
 - the Board of Education during executive personnel sessions.
 - representatives of regulatory or accrediting agencies as required for the conduct of official business.
 - individuals who have acquired authorization through a court order or subpoena.

A designated District official from the Central Office shall be present during the file review. The individual reviewing the file shall sign and date a form maintained in the personnel file. Upon request, an employee will be provided copies of selected documents from his/her file. A reasonable fee may be charged for copies in excess of three (3) pages.

- C. No anonymous documents or documents containing unverified information will be placed in an employee's official file.
- D. Except for routine file maintenance material, the District shall provide the employee with a copy of any document prior to the placement of the document in the file. Such documents shall be cross-referenced to the employee's personnel file. The employee will sign the document verifying that the employee has read the document. Such signature does not necessarily indicate agreement. The employee may submit a written response to any document the employee has signed, and such response will be placed in the employee's personnel file.
- E. Each supervisor may maintain an unofficial working file for each employee at the worksite. A document will not be kept in the working file for more than one year.
- F. Material may be purged from the permanent personnel file by order of a court or hearing officer of competent jurisdiction, or the resolution of a grievance at the superintendent level.
- G. District will hold records of staff in accordance with state and federal guidelines.

ARTICLE ELEVEN

HOURS AND WORKLOAD

- A. All employees will be assigned appropriate starting and dismissal times, provided that their total workday shall be no longer than 7 ½ hour, consecutive hours as determined by the employees' contract, including the guaranteed duty-free lunch period.
- B. Flextime may be approved and granted by a site supervisor provided that it does not interfere with the instructional day. Requests for flextime will be submitted in writing to the site supervisor. Additional documentation may be required if flextime is requested on a regular basis. Instructional support providers may complete 60 minutes of the workday on or off campus, outside of scheduled school hours with employees being responsible for providing documentation of work if and when requested. This excludes travel time between home and assigned site.
- C. For the 2023-2024 school year, the following dates **July 27th, July 28th, July 31st, August 30th, October 25th, January 3rd, January 31st, and April 24th** will be designated for professional development. **Number of PD days may vary,**

districts will follow the state's lead in the number of professional development hours required.

The following dates will be designated as a full day without students for Parent-Teacher Conferences to be conducted via Zoom, phone calls, or in person as per arrangement between parents and teachers, for grades PK-12: **September 27th, and February 28th.** Flextime for Parent Teacher Conference days will be approved and granted by a site supervisor based on conference schedule. Requests for flextime will be submitted in writing to the site supervisor.

D.

1. At the beginning of the first semester, **one of the professional development days (or the equivalent of) will be designated as classroom preparation time for all certified employees who see students (Pre-K –12).**
2. **The last day of the spring semester will be designated as an early release day for students.**
3. **Professional Development should be relevant to job responsibilities when possible. Employees will be responsible for tracking their professional development hours and report them to immediate supervisor.**
4. **Any changes to the above designated days must be agreed to by the District and Association leadership.**

E. Each teacher shall submit a schedule of conference times with each of the student's parents prior to the dates of the parent-teacher conferences. The schedule of conference times will be submitted for review and approval by the site supervisor. Flex time may be approved for the normal workday during the parent-teacher conference week.

F. The workday on a delayed opening will begin two (2) hours after the regular reporting time and employees will check in at the administrative office upon arrival.

1. Inclement weather/ alternate schedule

- a. In the event that school campuses are inaccessible, learning will continue as follows:

- i. 50% of the instructional day will be implemented synchronously by certified staff.
- ii. 50% of the instructional day will be implemented asynchronously.

G.

- 1. The work year of licensed employees shall not exceed one hundred ninety-one (191) days. The work year will include days on which pupils are in attendance, orientation days at the beginning of the school year, conference days if applicable, and any other days on which employee attendance is required. New employees are required to attend a new employee orientation before the beginning of the school year, compensated via time card.
- 2. No employee will be required to attend any meeting or accept any assignment other than during the regular employee work year. Any employee accepting a contract that exceeds one hundred and ninety-one days shall receive a pay increment prorated at the employee's same rate of pay, unless otherwise reflected in their contract.

- H. **A broad-based group made up of Association representatives of the bargaining unit**, parents, students, and other employees will recommend a calendar that optimizes student and stakeholder interests to the superintendent. Association representatives have the responsibility to keep members informed of calendar committee progress. Both parties understand that legislation may affect calendar requirements. Every effort will be made to provide NEA-LL with finalized calendar options to send to members for review and vote before being submitted to the school board for approval.

I.

- 1. The parties recognize that participation in school activities outside the normal workday enhances the educational climate. To the extent practical, such participation will be on a voluntary and/or rotating basis, and will give consideration to the employees' individual interests, areas of expertise and the equitable sharing of such responsibilities among employees. It is understood that attendance at open house may be required.
- 2. Employees will be given at least twenty-four (24) hours' notice of required meetings except in an emergency situation. It is understood that attendance at staff meetings may be required. Every effort will be made to hold regular staff meetings during contract hours. Employees will be responsible for obtaining and

reviewing information disseminated (via notes, recording, etc.) during staff meetings if they are unable to attend.

- J. Employees will have a minimum thirty-(30) minute duty-free lunch period each day. Employees may be absent from their building during their duty-free lunch. The employee understands that their “lunch period” will be taken in accordance with their work schedule and cannot be taken during the beginning or end of the day. The employee is obligated to take the 30-minute lunch break.
- K. In the event that scheduled prep time is interrupted due to staffing shortage, the school site will make every best effort to provide coverage for teachers to attend to emergency personal needs, not to exceed 15 minutes.
- L.
 - 1. Preparation time is work time.
 - a. Preparation time is intended to include activities such as: lesson/therapy planning; preparing and gathering instructional materials; completing required paperwork; assessing and grading student work; preparing progress reports, report cards, and student data for meetings, including IEP/SAT meetings; contacting parents or guardians; and other activities related to individual teacher planning and preparation.
 - b. It is our goal that all teachers, instructional support providers, and other bargaining unit members will have a minimum of 4.5 hours of classroom preparation time each week.
 - c. Preparation time should not be consistently used up for Collaboration time or staff meetings.
 - 2. Collaboration time is group work time.
 - a. Teachers, instructional support personnel, and other bargaining unit members also need time to work collaboratively to improve instruction, implement district curriculum, examine student work, and work with others to better meet the needs of all students.

- b. It is our goal that teachers and instructional support personnel have two hours each week to work collaboratively to improve instruction, implement district curriculum, examine student work, and work with others to better meet the needs of all students.
 - c. If requirements are met, collaboration time may be counted towards 60 hours of professional development time for elementary, and 30 hours for secondary.
 - d. Required training videos count as professional development time, per PED.
- M. Elementary and secondary school employees will be provided with at least 4.5 hours aggregate duty-free preparation time per week. When the master schedule is prepared teaching time and instructional preparation time will be equally assigned among all bargaining unit members, within reason, except that librarians will not be assigned to work with students on Wednesday afternoons so that they may work on the librarian competencies regarding library management.
- N.
- 1. At the secondary level, the parties agree that, if there is a need for a teacher to teach an additional class, and if other avenues to hire a teacher have been exhausted, an employee may volunteer to contract his or her preparation period to teach a class on a regular basis and for an agreed upon length of time. The employee will be paid at his or her regular rate of pay, on a prorated basis. By contractual agreement, the teacher will do classroom preparation outside of scheduled class time. The employee will certify the prep time. Employees will be selected using the following criteria:
 - a. licensure
 - b. program and/or instructional requirements,
 - c. classroom observations,
 - d. performance evaluations,
 - e. affirmative action considerations, and,
 - f. all the above being equal, seniority as the tie breaker.
 - 2. To ensure equitable treatment when several teachers who have met the above criteria have applied to sell a prep period, teachers chosen to teach subsequent classes will be selected on a rotation basis. The rotation will be ongoing and maintained at the site.
 - 3. Additionally, the parties agree that, at the secondary level, if a substitute is not available for an employee absence of one half ($\frac{1}{2}$) day or more, a teacher covering the class during his/her regularly scheduled preparation period will be

compensated at the approved hourly rate for that time, with the understanding that such teacher will do classroom preparation on non-contract hours. The hours will be tracked on a timecard.

- O. Secondary teachers shall not be required to teach in more than two (2) subject areas* or have more than three (3) teaching preparations, or combinations thereof, except by agreement with the teacher.

*Individual courses that have separate course titles or course numbers. This includes:

- Classes that have a specific curriculum/content.
- Classes that have different levels, i.e. Spanish I, Spanish II, Spanish III, etc.

2. Changes in a teaching assignment should be made with prior consultation between the principal and teacher(s) affected. If changes in assignment for the following year are made after the end of the school year, this will be communicated to the teacher.

- P. When absent, employees will provide lesson plans, except when on Board approved extended leave, bereavement leave, or in an emergency situation (which includes maternity/parental leave or military leave) when it is not reasonable to expect lesson plans. However, a teacher may choose to provide lesson plans in such situations. When reasonable and/or necessary, the teacher and administrator will collaboratively determine the procedure for issuing grades.

ARTICLE TWELVE NON-INSTRUCTIONAL DUTIES

A. The District and the Association acknowledge that an employee's primary responsibility is to provide academic instruction.

B. Employees shall not transport students in personal vehicles. Coaches and activity sponsors who possess the appropriate license may transport students to and from scheduled activities in a school vehicle with proper parental permission.

C. Employees and the site administrators are encouraged to work on strategies for the reduction of and/or alternatives to non-instructional duties.

ARTICLE THIRTEEN LEAVES

It is the responsibility of the employee who will be absent to report the absence to the District via the substitute service and to request a substitute if necessary, as soon as possible prior to the absence, as provided in Article twenty-six. For leave taken by the half hour, even if no substitute will be provided, the employee is required to contact the site supervisor to report the absence.

When absent, employees will provide lesson plans, except when on Board approved extended leave, bereavement leave, or in an emergency situation when it is not reasonable to expect lesson plans. However, a teacher may choose to provide lesson plans in such situations. When reasonable and/or necessary, the teacher and administrator will collaboratively determine the procedure for issuing grades.

A. SICK LEAVE

1. Sick leave will be accrued each pay period. Employees who terminate employment prior to the completion of the contract year will have deducted from their last paycheck any hours taken that were not earned. There shall be no maximum on sick leave accrual. Leave may be granted on a half hour basis. However, substitutes will not be available for less than 3.5 hours. Leave may be granted for personal injury or illness, health needs, exposure to disease, care for members of the immediate family, or doctor or dental appointments.
2. If a pattern of sick leave usage or late request for sick leave is established of which the pattern is one of sick leave usage on the days before or after holidays or weekends, or another identifiable pattern of days, such usage or late requests may be considered an abuse of sick leave and cause for disciplinary action. A pattern is defined as more than three (3) occurrences.
3. If there is an abuse of taking more leave than has been accrued, disciplinary measures will be taken, from a verbal warning to termination of employment.
4. Employees, who take sick leave on the day before or after a holiday, on a staff development day, or on an early release day, will be required to provide a note from a licensed professional practitioner to the site supervisor. To gain attendance during Professional Learning/Training Days personal days will be monitored by site administrators.
5. If an employee applies for sick leave, and no such leave is available, any personal leave available will be docked the appropriate number of hours.

6. Accumulated sick leave will not be reduced or lost, nor will it be earned by the employee during an officially approved extended leave of absence without pay, while on temporary disability or on layoff status.

7. **Employee Leave Donation Policy (Board Policy 5.44)**

As per Board Policy: The Employee Leave Donation Policy permits temporary salary and benefits continuation for eligible employees who have exhausted all paid leave when an employee experiences a catastrophic illness or serious injury, or an eligible employee is needed to care for an immediate family member who experiences a catastrophic illness or serious injury. This Policy also provides an opportunity for qualifying employees to voluntarily donate leave to another qualifying employee. **This option is required by N.M. Stat. Ann. § 10-7-22 (2014).** The Board of Education, by adopting this Policy, expressly reserves unto itself the right to change, modify or terminate any or all provisions of this Policy at any time it deems necessary. The Board of Education does not intend for this Policy to create a trust relationship among the participating employees and/or employees and the Board, nor does the Board intend to create a contract right which may not be modified or extinguished in the future. Rather, the Board intends to create a means of collectively, protecting, to some limited extent, individual participating employees from the detrimental effect of absences from the job, without pay, due to those reasons outlined in this Policy. Board policy 5.44, 2017.

8. **Sick Leave Conversion:**

Employees who have earned a minimum of twenty-two (22) days of sick leave may request the conversion of two (2) days of sick leave into personal leave once each year. Employees who have earned a minimum of forty (40) days of sick leave may request the conversion of three (3) days of sick leave into personal leave once each school year. Deadlines for leave conversion will be January 30 of the current school year.

The above does not constitute a change to the conditions of Article Thirteen, Section B. 1 a. Personal Leave.

No more than six (6) days of personal leave accumulated under this Section and Section B. 1.a., Personal Leave, may be used in any school year. Unused personal leave will accumulate from year to year as sick leave in accordance with Section B. 1. a. Personal Leave.

9. **Incentives for Unused Sick Leave:**

- A. Employees contracting with the School District and who have used one (1) day or less of sick leave in the preceding school year will be compensated the amount of two hundred fifty dollars (\$250) no later than October 30th of the following school year, or as soon as practical after the signing of a short-term contract.
- B. Beginning July 1, 1999, employees who have earned a minimum of twelve (12) years of service in the Los Lunas School District will be eligible for the following compensation upon official retirement from the district through the New Mexico Educational Retirement Board:
 - 1) Eligible employees will receive ten percent (10%) of the average daily rate stated in the final employment contract for all unused sick leave days earned on June 30 of the year prior to the last year of service up to a maximum of one hundred (100) days.
 - 2) Eligible employees will receive one hundred percent (100%) of the average daily rate stated in the final employment contract for all unused sick leave earned in the final school year of employment up to a maximum of seven (7) days.
 - 3) For the purposes of sick leave accounting, the last sick leave days/hours earned will be the first hours used.

B. TEMPORARY LEAVES OF ABSENCE - *Leaves of fewer than sixty calendar days*

1. PERSONAL LEAVE

- A. Four (4) days may be granted per year for personal, legal, business, household, or family matters. The four days of personal leave will be given to each employee up front at the beginning of the school year. Notice to the employee's principal or other immediate supervisor that personal leave is to be taken shall be given at least forty-eight (48) hours before taking such leave (except in the case of unforeseen circumstances). Unused days may be accumulated from year to year as sick leave.
- B. The parties recognize that adequate classroom coverage is essential; therefore, Personal Leave will be approved on a first come, first served basis, based on the number of substitutes available. Employees who have converted sick leave to personal leave will have priority in the approval process.

- C. On professional development days, taking of Personal Leave must have prior approval and granting of such leave will be left up to the discretion of the site administrator.

2. RELIGIOUS LEAVE

Employees may request and the District shall not unreasonably deny leave for religious observances. Such leave will be identified and requested at least five (5) days prior to the desired leave. Up to two (2) days per year of this leave may be charged to accrued sick leave. Leave beyond the two (2) days will be charged to unused personal leave or leave without pay.

3. PROFESSIONAL LEAVE

The parties agree that professional growth is desirable; therefore, leave for the purpose of visiting other schools or attending meetings or conferences of an educational nature may be granted subject to District approval. Leave will be granted on a fair, equitable, and instructionally sound basis. Excused professional leave without pay may be granted to an employee in exceptional circumstances with the approval of the superintendent or by board action. Requests must be submitted at least thirty (30) working days prior to the leave being taken.

4. OFFICIAL LEAVE

This leave is designated for employees who accompany students on job related absences such as activity trips and athletic events.

Absences must be related to the employee's duties and be applied for in advance in the same manner as professional and organizational leave. Leave will be granted on a fair, equitable, and instructionally sound basis.

5. COURT LEAVE

Time that is required for appearances in a legal proceeding that is job related where the employee is testifying at the request of the District, to serve on jury duty, or when subpoenaed to testify for a job related incident (this does not apply to employment related litigation against the District) will be granted to an employee. Employees will be paid their regular pay in lieu of any pay received by the employee for such appearance. Any compensation received by the employee for such appearance during normal working hours shall be submitted to the District Business Office. Any appearance in

court involving personal business shall be charged to unused personal leave or leave without pay.

6. BEREAVEMENT LEAVE

- A. Two (2) days will be granted without leave charged as sick leave in case of a death in the immediate family. Immediate family for this purpose is defined as the employee's spouse or spousal equivalent (includes fiancé/es), children, parents, grandparents, grandchildren, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, or an individual under legal guardianship. (Step relations in the aforementioned categories also qualify) Leave granted beyond the two-day limit shall be charged against accumulated sick leave.
- B. Leave for the attendance of the funeral or memorial of students, employees, relatives outside the immediate family or friends may be granted by the hour up to one (1) full day. Such leave shall be charged to sick leave unless other arrangements are approved by the District.

7. MILITARY LEAVE

Military leave shall be handled in accordance with appropriate state and federal laws.

8. LEGISLATIVE LEAVE

Legislative leave shall be granted for an employee to serve on the state legislature and appropriate committee assignments. Such leave shall be charged to leave without pay.

9. SCHOOL BUSINESS LEAVE

Leave to serve on assigned committees approved by the Superintendent or designee is considered official school business and will not be charged against an employee's professional leave.

10. ON THE JOB INJURY LEAVE

Employees may be granted accrued sick leave in an amount equal to the difference between the employee's normal take home pay and the Workman's Compensation benefit received by the employee. Normal take home pay is defined as gross pay minus legal, statutory deductions.

C. LEAVE WITHOUT PAY

Definitions:

Approved Leave Without Pay: an absence for which no paid leave was available, and approval was obtained.

Unapproved Leave Without Pay: an absence for which no paid leave is available and for which approval was not obtained.

1. The parties recognize that special circumstances may require an employee to be absent when no paid leave is available. Leave without pay may be granted with the prior approval of the Assistant Superintendent for Personnel/designee, superintendent/designee, or by school board action, or in accordance with the terms of this Article. If prior approval is not obtained, the employee will contact the Assistant Superintendent for Personnel for procedures to follow.
2. It is recognized by the parties that good attendance is important for satisfactory job performance and accountability. Therefore, unapproved leave without pay will result in progressive disciplinary action, up to and including termination/discharge.
3. Progressive Discipline regarding leave without pay:
 - a. Verbal explanation of leave policy is to be provided by the site supervisor at a staff meeting in the beginning of each school year, or verbal and/or written notice within ten (10) days of the first date of employment contract.
 - b. Written reprimand from district administration accompanied by a directive to the site supervisor that the employee be placed on an Intensive Review Plan for attendance.
 - c. Termination/discharge if the employee has not met the requirements of the Intensive Review Plan for attendance.

D. EXTENDED LEAVES OF ABSENCE - *Leaves of sixty calendar days or more*

Employees returning from extended leave of absence will be afforded the conditions provided in Board policies related to extended leaves of absence. Any break in service for a contract year or longer will result in loss of seniority.

1. A leave of absence without pay for up to one (1) year may be granted to any employee who accepts a Fulbright Scholarship or is pursuing planned professional growth opportunities relating to the employee's job.
2. A permanent employee may be granted a leave of absence without pay for up to two (2) years to teach in a college or university.
3. A leave of absence without pay for up to one (1) year may be granted to any employee with five (5) or more years of consecutive service in the District to pursue a personal growth/renewal opportunity that does not exist in the District. The employee will pursue Personal Growth/Renewal leave with the understanding that a position may not be available upon return at the same pay rate or title.

E. LEGISLATIVE LEAVE

Legislative leave shall be granted for an employee to serve on the state legislature and appropriate committee assignments. Such leave shall be charged to leave without pay.

F. FAMILY LEAVE

The following leaves shall be handled in accordance with the FMLA for the duration of the Agreement.

- a. Parental Leave
- b. Maternity Leave
- c. Paternity Leave
- d. Adoptive Parental Leave

G. MEDICAL LEAVE

A leave of absence, as provided for under the FMLA, shall be granted for the purpose of caring for a sick member of the employee's immediate family or to an employee who has used his/her available sick leave and cannot work because of a health condition.

1. When applying for FMLA or Medical Leave, an employee may choose to retain up to seven (7) days of earned sick leave as well as accumulated personal leave (as provided in section A.7 and B.1.)
2. An employee who is granted a family leave of absence pursuant to Section 5 above shall have reemployment rights as required by the FMLA.

3. Benefits - While on leave, an employee shall have the option to remain an active participant in the District's insurance benefit programs in accordance with the NMPSIA and FMLA requirements. The employees may also participate in the retirement program subject to the requirements of the ERA.
4. Extensions
 1. Family and medical leave may be extended for the remainder of the school year.
 2. All requests for extensions of leaves shall be applied for and acted upon in writing annually.

H. All leaves are subject to the recommendation of the principal/site supervisor and the approval of the Superintendent/designee.

ARTICLE FOURTEEN

ASSIGNMENTS, REASSIGNMENTS, VACANCIES, AND TRANSFERS

Transfers/reassignments from one school/program to another are viewed as an opportunity to provide professional growth, rejuvenation, cross-level communications, and instructional improvement.

A. DEFINITIONS:

1. Assignment: Job placement pertaining to grade level, class, subject area(s) and/or school site.
2. Reassignment: A change in assignment within a school site
 - a. Voluntary Reassignment: reassignment initiated by the employee
 - b. Involuntary Reassignment: a reassignment initiated by the employer
3. Vacancy: An open position or a newly created school board authorized position that the District decides to fill.
4. Transfer: Movement to a position at another school site and/or job class code.
 - a. Voluntary Transfer: A transfer initiated by the employee.
 - b. Involuntary Transfer: A transfer initiated by the employer.
5. Job Class Code: A specific programmatic and/or educational expenditure such as regular ed. Teacher, special ed. Teacher, kindergarten teacher.
6. Full Contract Employees: Employees on a contract for a full, regular, work year.
7. Interim Employees: Employees on a contract for a full, regular, work year to temporarily replace an employee on leave.

8. Seniority: Seniority shall be based upon the employee's continuous length of service in the bargaining unit. Any break in service for a contract year or longer will result in loss of seniority.
 9. Short-Term Employee: Employee on a contract less than a full, regular work year
- B. The Superintendent will assign all newly appointed employees to their specific positions, which will be within the subject areas and/or grade levels for which the employee has been appointed by the District. The Superintendent shall give notice of assignments to new employees as soon as practical.
- C.
1. All returning employees shall be given written notice of their assignments for the forthcoming year not later than the last day of the current school year. Changes shall be based on student course enrollment and program requirements. Ancillary employees will be notified of their tentative school site assignment no later than the last day of the current school year with the understanding that such tentative assignments are subject to change based on student need and program requirements. Voluntary reassignments will be requested and completed prior to involuntary reassignments.
 2. In the event that instructional program requirements necessitate involuntary reassignments after the last day of the current school year, employees affected shall be notified in writing and the changes will be reviewed with the employee. Reassignments within the same object code will be based on the following criteria:
 - a. licensure;
 - b. program and/or instructional requirements;
 - c. classroom observation;
 - d. performance evaluations;
 - e. affirmative action considerations; and
 - f. all things being equal, seniority as the tie breaker.
- D. An employee shall be assigned within the scope of his/her certificate of licensure. Waiver requests will be submitted to the Public Education Department for approval, in accordance with the provisions of HB212, the Education Reform Act.
- E. In order to provide optimal conditions for teachers to plan and prepare for the next school year, both parties agree to the goal of providing room assignments and completing physical moves by July 1, with the understanding that this may not always occur.

F. Waiver requests will be submitted with the knowledge of the employee. The employee will also be informed in a timely manner of any additional course work that may be required.

1. Schedules of employees who are assigned to two or more schools per day shall be arranged to consider the amount of interschool travel and student supervision. Such employees shall be notified of any changes in their schedules as soon as practical. The schedule will provide for a duty-free lunch period.

2. Employees assigned to two (2) or more sites in a week shall consider their primary, or belonging, site to be the site to which they are assigned on the first day of each term. Schedules should be arranged to provide the employee the ability to attend staff meetings at that site. The administrator at the primary site will be responsible for coordinating the employee's evaluation, providing and collecting necessary forms and information, and assigning a mentor if necessary.

G. Lateral Transfer Process:

1. The Personnel office will identify and post known vacancies for the next school year as they occur between March 1 and April 15. Any full contract employee who meets the requirements is eligible to apply for any open position(s). All ESP employees requesting transfers may request an interview with the immediate supervisor and shall be granted an interview for the posted position. Interviews for full contract employees will be held within five (5) work days of the transfer request.

The position will be posted for five (5) work days for such current employees to apply for a transfer. While the position may be posted internally and externally, no position will be offered/filled until all qualified employees who apply within the five (5) days are granted an interview.

If the position is not filled internally by the sixth (6th) day after it was posted, it will be open for consideration of other applicants, including interim, short term, and/or applicants from outside the district.

Each site shall designate an official site in the staff lounge for postings of vacancies and personnel actions. The postings will also be sent to the district email list weekly.

2. Voluntary transfer positions will be filled based on the following criteria:
a. licensure;

- b. program and/or instructional requirements;
 - c. interview;
 - d. performance evaluation;
 - e. affirmative action considerations; and
 - f. all things being equal, preference will be given to the applicant with seniority.
3. Employees who are moved due to district restructuring and/or construction will be provided up to two (2) days each to pack and to unpack and will be paid on a time card at the non-instructional rate for these days. Any additional time will be with the approval of the superintendent/designee.
 4. In the event a request for transfer is denied, the employee may schedule a conference with the appropriate supervisor to discuss only what the employee can do to enhance the probability of a future transfer.
 5. Throughout the school year, the District will provide to the Association a copy of approved personnel actions which include resignations, retirements, leave requests, transfers and reassignments.

H. Short Term and Interim Employees:

If a vacancy is not filled within the timelines indicated in section G of this article, site administrators may consider short-term and interim employees for vacant positions. Short term and interim employees must be eligible for employment based on certification and endorsement for the position to be filled. Short term or interim employees who were hired on waiver during the immediate past school year must have met all the conditions of that waiver to be eligible for a position during the ensuing school year.

Documentation verifying completion of conditions of the waiver or confirmation that the employee will be in a planned, approved program to meet all the conditions of the waiver must be filed with Personnel prior to the recommendation for employment.

Short term and interim employees will be provided the procedures for applying for employment the following year when they receive their employment contract with the District.

I. Involuntary transfers

1. Involuntary transfers are those transfers necessitated by reductions in staff and/or changes in instructional programs.

2. Notice of an involuntary transfer will be given to employees as soon as practical.
3. When an involuntary transfer is necessary, the following criteria will be used:
 - a. licensure;
 - b. program and instructional requirements;
 - c. instructional experience; and
 - d. affirmative action consideration; and
 - e. all things being equal, seniority will be the tie breaker with the least senior employee being transferred.
4. The employees identified for involuntary transfer will meet with the administration to be officially notified of their assignments or if not available the employee will be notified by registered mail. The employee may, at his/her option, have a representative of the Association present at such meeting.
5. A list of vacancies will be made available to employees being involuntarily transferred. Such employees may request the positions, in order of preference, to which they desire to be transferred. Such employees will be given time off for the purpose of visiting schools at which vacancies exist and two (2) days to set up the classroom.
6. Employees being involuntarily transferred will be placed in equivalent positions with no reduction in their base pay.
7. When a program is administratively transferred, the procedure for involuntary transfer under subsection G.3. of this Article will apply.

ARTICLE FIFTEEN

REDUCTION IN FORCE (RIF)

- A. Employees may be laid off as a result of a decrease in student enrollment and/or a substantial decrease in revenue to the District, legislative or Public Education Department mandates, or changes in instructional and/or programmatic needs.
- B.
 1. When the District anticipates a RIF which might result in the transfer or layoff of employees, the District will notify the Association in writing of the anticipated RIF. The notice shall include the reasons for the RIF, the affected programs/positions and the expected date of the RIF. The notice will be provided at least fifteen (15) working days prior to the anticipated implementation of a layoff.

2. Within five (5) working days after receiving the notice of intent to RIF from the District the Association may schedule a meeting with the District to discuss possible alternatives to the RIF and the transfer and/or layoff of any employee.
 3. Any employee who is to be laid off will be so notified in writing at least ten (10) days before the effective date of the layoff, except in cases of emergency. Such notice will include the proposed time schedule and the reasons for the proposed action.
- C. In the event it becomes necessary to initiate a RIF in the bargaining unit workforce, the following provisions shall apply:
1. The Board shall determine the number and type of programs/positions to be affected by the RIF and will advise the Association.
 2. The District will first attempt to absorb the necessary reductions through attrition, followed by requesting voluntary transfers and resignations by written notice to employees in the licensure and endorsement areas affected.
 3. If the attrition, voluntary transfers, and resignations do not produce the necessary reductions in force, the least senior employee in the licensure and endorsement area affected will be laid off as follows:
 - a. licensed, short term (hired after the start of the current school year);
 - b. licensed employees with fewer than three (3) years' service with the District;
 - c. licensed employees with three (3) or more years' service with the District.
- D. Seniority shall be based upon the employee's continuous length of service in the bargaining unit, excluding any extended time spent on an unpaid leave of absence.
- E. A laid off employee other than short term or probationary employee shall have the following recall rights:
1. Certified employees shall have recall rights for twenty-four (24) months. The District will offer any bargaining unit vacant position for which the teacher is licensed/endorsed to the laid off certified employee(s) in reverse order of layoff. A copy of the notice of recall will be made available to the Association.

2. Recalled certified employees will be entitled to all seniority rights and accumulative unused benefits upon reinstatement.
3. Certified employees on recall status shall maintain a current address and phone number with the District. If an employee fails to provide said information or fails to respond within fifteen (15) days after receipt of above notice of recall, she/he will be deemed to have refused the position offered.
4. Upon written request of the certified employee, the laid off employee will be placed on the District's approved substitute rolls.
5. While eligible for recall and not eligible for insurance coverage as an employee of another employer, the certified employee may continue to participate in the District's health and other insurance programs as authorized by the New Mexico Public School Insurance Authority. The certified employee shall assume the total cost of premiums for these benefits as required by the NMPSIA.

ARTICLE SIXTEEN

EMPLOYEE FACILITIES

- A. Providing classroom space, equipment and supplies will continue to be a priority of the District. In an inclusion classroom, where 2 certified employees will be sharing the same classroom, each staff member will be provided a desk and locking storage cabinet.
- B. Equipment, supplies, and storage space will be provided subject to available funds. This includes a desk, chair, and whiteboard. A locking file cabinet of adequate size and a locking storage area of adequate size for employee use in each classroom will be provided in all schools/buildings. Providing locking cabinets for all classrooms will be a priority, subject to available funding. At existing school buildings, the available locking cabinets may be assigned at least one per classroom.
- C. When instructional support providers need a private telephone or counseling space to maintain required confidentiality and such is not available, the instructional support provider shall contact the principal and the principal will make the decision as to priority on the use of available facilities.

- D. Employees will have access during the workday to a common work room which will contain equipment and supplies to aid in the preparation of instructional materials.
- E. The faculty lounge will continue to provide a phone for employee use for local calls.
- F. Providing a communication system between all classrooms and the main office at each site will continue to be a priority of the District.
- G. New schools/buildings will provide employee restrooms separate for each sex and separate from student restrooms. Existing schools will provide reasonable employee restroom facilities.
- H. Designated employee parking will be provided at each site.
- I. Employee/student instructional areas will meet health and safety requirements established by law.
- J. Each site will establish a system to provide employees access to the faculty lounge, classroom, workroom, and interior hallway gates after regular working hours, except that buildings will not be accessible between the hours of 8:00 PM and 6:00 AM without authorization from the site administrator. Additionally, recognizing the desire of employees to provide the best instruction for students, the district will attempt to make the Teacher Resource Center available for a period of time on Saturdays during the regular school year.
- K. Class size/capacity and appropriate course content classroom requirements will continue to be adhered to, except in emergency or temporary situations. For inclusion classes, the total number of students regularly in a classroom will not exceed the numbers allowed by New Mexico building codes. Sufficient desks, chairs, tables (age appropriate) and space for all students must be provided.

ARTICLE SEVENTEEN

CLASS SIZE/SPECIAL EDUCATION CASELOAD SIZE

- A. The District will comply with class size, special education caseload size, class load, and staffing patterns (herein referred to as “workload”) as established by state statute and Public Education Department standards. In an effort to improve communications between the parties regarding issues of mutual concern, copies

of individual class overload waiver requests will be made available to the Association at the time they are submitted to the Public Education Department. NMAC 6.29.1.9 *Student/staff caseloads*.

B.

1. It is the desire of the District and the Association to provide a reasonable balance in class size within each school site. The parties agree that the goal of reduction in class size is worthwhile and desirable. Class size will be equitable to the best degree possible by working with principals at each site. Staff is encouraged to voice concerns with their site administrators regarding these issues. NMAC 22-10A-20. See Appendix B for Threshold Charts.
2. It is the desire of the District and the Association to provide a reasonable and equitable special education caseload size for each instructional support provider. The parties agree that reasonable/equitable workload will be most appropriate to meet the needs of students with disabilities.

C. Special Education Overload Compensation

- a. The district will base additional compensation on caseloads as recorded in PowerSchool/STARS on official count dates (40th day, 80th day, 120th day, EOY).
- b. Compensation is for additional services to students required to cover the IEP and related work.
- c. At each of the official count dates listed above the Special Education Department will calculate each employee's excess caseloads using the PowerSchool/STARS FTE report run at end of day on the count day for active students. An excessive caseload is defined as anything over a 1.0 FTE. A special education teacher will be paid for anything over a (1.0 FTE) on scaled tiers of \$500, \$1,000, \$1,500, \$2000, not to exceed \$2,500 per count day. See appendix B.2
- d. The additional compensation will be paid within 30 calendar days.
- e. When building Special Education caseloads, best efforts will be made to first place students on special education teacher caseloads as determined by the services being received by each student. In extenuating circumstances, students may be placed on the caseload of other licensed special education staff. All caseloads should be balanced for equity.

- f. Teachers will not be required to submit paperwork for the extra compensation. It will be paid automatically if an overage exists.
*NMAC 6.29.1.9. *Student/staff caseloads.*
- D. For special education inclusion classes, where 2 teachers team teach in the same classroom, we will use calculations based on the Public Education Department recommendations to determine class size. In an inclusion setting with one teacher who is dually certified in regular education and special education, the special education students will be weighted according to the PED formulas in determining class size.
- E. Association recommendations regarding class size and balance disputes should be submitted to the site supervisor. If not addressed within two working weeks, disputes should be submitted in writing to the immediate supervisor and to the next level district supervisor.
- F. Violations of this Article are appropriate subjects for grievances.

ARTICLE EIGHTEEN

BOOKS, MATERIALS, SUPPLIES AND EQUIPMENT

- A. The distribution of funds for the purchase, maintenance, and/or replacement of textbooks, library books, materials, supplies and equipment for classroom/curricular programs will be determined by instructional priorities established by the Public Education Department and the District Board of Education. It is recognized by the parties that based on program needs the timely distribution of the above will enhance the instructional program for students.
- B. Employees, administrative staff and the community will be responsible for the selection of state-adopted texts/materials for the system-wide selection process. The affected staff at each site shall recommend individuals to the Principal and the Principal will recommend individuals to the Office of Curriculum and Instruction. The Office of Curriculum and Instruction will make the decision on the committee membership from those recommendations. The decision by the committee regarding the textbooks/instructional materials to be used/adopted shall be submitted to the Superintendent for approval. Employees may exercise their professional discretion in the use of additional material that is consistent with the curricular and instructional competency requirements of the Public Education Department and District Board of Education.

- C. No employee shall be required or expected to purchase materials, supplies, or equipment at the employee's expense.
- D. Procedures for the requisitioning of supplies for each site will be published in the staff handbook.

ARTICLE NINETEEN

BUILDING ADVISORY COUNCIL

PURPOSE: The District and the Association recognize that the collegial exchange of ideas can result in positive benefits to improve the educational process. Each school site will develop fair, all inclusive, regularly scheduled meetings for raising and/or addressing site issues.

NAME: The name of this committee will be **"Building Advisory Council."**

MEMBERSHIP: Since the purpose of this council is to deal primarily with non-instructional issues, it will be a separate committee from other existing committees. All stakeholders will have representation on this council, **including one person designated as the NEA representative.** The staff and administration at each site will determine openly and collaboratively how members will be selected and how decisions will be made. The site principal shall be a permanent member of the team but not the coordinator of the team. Meetings will be open to all staff members.

COORDINATOR: This council will have a Coordinator whose duties include the following:

- Coordinate the work of the council
- Set the agenda with the administrator for the meetings
- Assure that the meeting is given advance announcement
- Preside at all meetings
- Report back to the rest of the staff in written feedback via hard copy or email
- Monitor the progress of recommendations

MEETINGS: Meetings will be set monthly so that a minimum of seven (7) meetings will be held during the school year. Each site will develop a process to submit concerns in writing on a specific form that includes suggestions for resolution. Even if no forms are submitted, the council will meet to monitor progress of past issues, continue open communication, and provide for the smooth functioning of the school.

WRITTEN PLAN: The Association representative will work with the principal to create a written plan that will be submitted to the Superintendent no later than September 30th of each year showing how members were chosen, who was designated as the coordinator, the meeting schedule for the school year, and a copy of the form to be used for submission of concerns.

TRAINING: The bargaining team recommends training on the "Interest Based" approach to problem solving for council members. This process will not be used in lieu of the grievance procedure.

See Appendix C for BAC form.

ARTICLE TWENTY

PROFESSIONAL DEVELOPMENT

- A. Subject to the approval of the Superintendent/designee, the District will pay the full cost of the registration fee and mileage and per diem as provided in the Mileage and Per Diem Act and state regulations incurred in connection with workshops, seminars, conferences, and/or in-service training sessions which an employee is required to take by the District. Said employees will be compensated at the employees' daily rate for time spent in actual attendance at said sessions.
- B. Each worksite will provide a designated area for postings of professional development opportunities by anyone who wishes to post such information.
- C. Compensation for Additional Classes: The District and NEA-Los Lunas jointly recognize the value of ongoing professional development. One means of achieving such professional development is through accredited institutions of higher education.
 1. Criteria:

In support of this, compensation for course work from accredited institutions of higher learning may be reimbursed according to the following criteria:

 - a. Applicants will not be receiving reimbursement from another source.
 - b. Applicants will provide documentation that they have completed the class with a grade of "C" or better.
 - c. Applicants will complete the application process and submit necessary form according to these timelines:
 - January 15 for Fall semester
 - June 1 for Spring Semester
 - August 15 for Summer Semester

No reimbursement will be made if these deadlines are not met.

- d. Reimbursement will be for a maximum of two hundred fifty dollars (\$250.00) per credit hour, to a maximum of six (6) credit hours per semester/session.
- e. Applicants may apply for reimbursement through the following programs, listed in order of priority:
 - 1) Planned program that leads to an advanced degree and/or endorsement. Upon completion of the funded program, employees would agree to remain in the district for at least two (2) additional years.
 - 2) Courses that benefit the district but are not part of a planned program. These include classes that meet waiver requirements, provide an employee with additional skills or knowledge, and/or are relevant to the employee's job.
- f. All bargaining unit members are eligible to apply for reimbursement. If an employee is on leave for six (6) weeks or fewer, or is on approved leave through the FMLA, tuition reimbursement will be available.
- g. Selection Committee: Applications for reimbursement will be made to a Selection Committee composed of two (2) members appointed by the District and two (2) members appointed by the Association.
- h. Funding: For the current school year, this program is funded in accordance with the final approved District budget.

ARTICLE TWENTY-ONE EMPLOYMENT

- A. The District will continue to be an equal opportunity employer.
- B. Licensed employees will be hired as provided for under the Public Education Department (SDE) rules and regulations and state law.
- C.
 - 1. All employees shall be placed on the proper step of the salary schedule according to their training and experience in accordance with SDE guidelines. Hours earned before conferral of an advanced degree and not utilized as part of the degree must be verified through the university attended as qualifying for the attainment of an advanced degree if pursued. Such hours are subject to the

approval of the superintendent or designee. No present employee shall receive less than the salary indicated on the salary schedule for his/her credited training and experience. Employees who cannot be placed on the negotiated salary schedule without a decrease in salary will continue to receive their current salary. No exceptions to this policy shall be made except as provided for on an established negotiated increment schedule for additional work.

2. Employees will be given credit for up to twenty-four (24) years of verified experience in accordance with Public Education Department regulations and the Public Education Department Training & Experience Index Guidelines for placement on the salary schedule upon initial employment with the School District.
 3. Credit will be given for a full year to employees having a minimum of the equivalent of one-half year experience during a school year. The equivalent of one half-year must be earned under one contract of paid connected experience. A series of unconnected experience may not be combined. It is not possible to add days from two separate school years. You are required to work a minimum of 16 days in calendar quarter in order to earn service credit for that quarter per NM Administrative Code 2.82.4
 4. Placement on the salary schedule at the time of initial employment with the District coupled with any subsequent corrections for additional credited experiences will serve as the basis for future movement on the salary schedule. If approved by the superintendent or designee, hours earned as part of a degree program, an additional licensure, and/or graduate level course(s) may also be credited to the employee for movement on the salary schedule. Other course work approved by the superintendent or designee will also be credited for movement on the salary schedule.
 5. Teachers who achieve National Board for Professional Teaching Standards Certification will be credited on the salary schedule if certification is submitted to the personnel office on or before September 30th. Certification by the NBPTS must be submitted to Human Resources within thirty (30) days of receipt.
- D.
1. Employees with previous experience in the Los Lunas School System shall, upon returning to the System, receive full credit on the salary schedule for all such experience, and alternative experience as set forth in Public Education Department guidelines. Such employees who have not been engaged in

educational work or other activities specified above, upon returning to the System, shall be restored to the next position on the salary schedule above that at which they left.

2. Employees on approved leave of absence shall be credited with all unused leave upon returning to employment with the District.
- E. Licensed employees who intend to resign employment with the District shall provide the District with a minimum thirty (30) calendar days written resignation notice. The Superintendent may waive the thirty (30) day time period.

ARTICLE TWENTY-TWO COMPENSATION PROCEDURES

- A.
 1. The Salary and Increment Schedules for employees are set forth in Appendices A and B which are attached as part of this Agreement.
 2. Employees with assignments beyond the normal certified instructor's/instructional support providers contract day shall be compensated at the following tiered rates: Level 1 \$35, Level 2 \$40, Level 3 \$45 (includes those on the Certified Support Staff salary schedule) for each hour or fraction of an hour worked on such assignments. Summer school teachers and instructional support providers, homebound, and other teaching/therapeutic assignments shall be compensated at the aforementioned tiered rates for each hour or fraction of an hour worked beyond the certified instructor's contract day.
 3. Certified speech-language pathologists supervising a clinical fellow (per guidelines set forth by ASHA) will be compensated \$500.00 for the school year. Certified speech-language pathologists supervising a student intern (per guidelines set forth by American Speech-Language Hearing Association) will be compensated \$750.00 for the school year.
 4. COTAs/PTAs will be paid on the appropriate Certified Level Salary schedule according to their state license, and at the bottom of the Certified Support Staff Salary Schedule.

5. Instructional Support Providers will be offered through an application/interview process, the option to supervise student interns and/or clinical fellows depending on discipline. Supervision will be optional and not required.
 6. Extra coverage needed because of lack of District Substitutes:
Teachers who lose daily 30-minute duty-free lunch, or loss of prep-time on a regular basis and for those who it has not been remedied at the school site shall be compensated at the aforementioned tiered rates.
- B.
1. Employees will be paid in twenty-six (26) biweekly installments, provided, however, an employee will receive his/her remaining four (4) paychecks together with his/her last paycheck in June. It is understood that paycheck amounts will vary based upon insurance and other scheduled deductions.
 2. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
 3. Employees shall have their paychecks automatically deposited in the financial institution of their choice.
- C. Employees will not be required to attend courses, workshops, seminars, conferences, or training sessions on their days off.
- D. The Association and the District agree to jointly promote conservation and other cost saving measures as a plan to better utilize resources.
- E. Mileage will be reimbursed for approved travel as provided in the Mileage and Per Diem Act and State regulations.

ARTICLE TWENTY-THREE

INSURANCE

- A. The Los Lunas Schools' employer contribution will meet the NMPSIA standard for the current year. This coverage includes health, dental, disability, and basic life plans.
- B. The District shall provide professional liability and Worker's Compensation coverage for employees in accordance with New Mexico law and New Mexico Public School Insurance Authority (NMPSIA) requirements.

- C. As a minimum, the District shall assume the premium cost required by law for the plans identified in A above.
- D. An employee's premium co-pay for insurances shall be deducted from the employee's paycheck in twenty-four (24) equal installments.
- E. Open enrollment periods shall be offered to employees as often as allowed by NMPSIA. Employees will be notified of open enrollment periods and other important information related to the plans set forth above with a minimum of five (5) days' notice when possible.
- F. At the new staff orientation or within five (5) days of the effective date of the employee's contract, the employee will be provided with written information regarding the insurance plans offered by the District. An employee has thirty (30) calendar days from the effective date of the employee's contract to enroll according to the NMPSIA requirement.
- G. Employees experiencing status changes affecting above insurance plans will notify the District Business Office within thirty (30) calendar days as required by NMPSIA.
- H. Employees on approved or extended leaves of absence shall be permitted to maintain their group insurance programs as required by the NMPSIA and the FMLA.

ARTICLE TWENTY-FOUR INCREMENTED POSITIONS

- A. Incremented positions are defined as positions paying a salary differential based on additional work responsibilities not normally required by the employee contract and extra work beyond the required duty day, including sponsorship of student activities that have been approved and made a part of this agreement.
- B. When a vacancy is created and the District decides to fill the position, the position will be advertised within the school or when appropriate on a district-wide basis and will be filled through an application process. Notice of vacancies and call for applications will be made as such vacancies develop. A hard copy of such notice will be posted at appropriate sites as soon as possible prior to the time such vacancies will be filled. Applicants will be informed at their interviews of

the anticipated date of Personnel action on the recommendations and the process for notification of the outcome.

- C. In order for a site-specific increment to be considered for a new school year (beginning July 1) requests for incremented positions shall be submitted from each school site no later than January 30 of each preceding school year to the personnel office. Requests for district wide incremented positions should be sent to the personnel office. Application forms for new incremented positions can be obtained at the personnel office. All new bargaining unit increments will be negotiated. Each request for an incremented position will be in accordance with a procedure established by the District. The procedure will include:
 - 1. scope of the increment,
 - 2. reason for the increment,
 - 3. number of students served,
 - 4. relationship to the school 90-day plan,
 - 5. written indication of support from the site administrator
 - 6. written indication of support from the site building
 - 7. any other relevant information related to the proposed increment.
- D. Activity, Athletic, and Technology Incremented positions will be filled by the best qualified individual. If a non-bargaining unit individual is selected, the Association will be notified by the Personnel Office.

ARTICLE TWENTY-FIVE

SUMMER SCHOOL, FEDERAL & OTHER PROGRAMS

- A. All openings for summer school, Federal and other special programs will be advertised and filled through an application process. Notice of vacancies and calls for applications will be made as such vacancies develop. A hard copy of such notice will be posted at the appropriate sites as soon as possible prior to the time such vacancies are to be filled. Applicants will be informed at their interviews of the anticipated date of District action on the recommendations and of the process for notification of the outcome.
- B. When the need for homebound instruction exists, the District will:
 - 1. first, recruit the students' instructors;
 - 2. second, recruit certified employees from the students' school;
 - 3. recruit District wide certified employees who have expressed an interest in such duty;

4. recruit retired teachers and certified substitutes.

ARTICLE TWENTY-SIX SUBSTITUTE PROCEDURES

- A. The District shall maintain a cadre of substitute teachers.
- B. It is the responsibility of the employee who will be absent to report the absence to the District via the substitute service and to request a substitute if necessary, as soon as possible prior to the absence. All employees shall make their requests for substitutes no later than 6:00 A.M. of the date of the absence. Employees who will be absent but do not require a substitute must report the absence to the substitute service by the required times. The process for leave will be defined in staff handbooks and will include the individual designated by the site administrator to be responsible for leave requests after the above reporting times. For leave taken by the half hour, even if no substitute will be provided, the employee is required to contact the site supervisor to report the absence.
- C. Employees may complete and return to her/his principal a district prepared check-off assessment form for each substitute teacher assigned to their classroom/work site. This form will provide space for comments.
- D. Employees shall be able to request a substitute of her/his choice. The District shall attempt to fulfill these requests.
- E. It is recognized by the parties that substitute shortages may occur. The District will attempt to secure a substitute for employees in need of this service. An employee may be requested to cover a class in an emergency situation. In an emergency situation, if no one volunteers to cover a class, an employee may be assigned.

ARTICLE TWENTY-SEVEN TEACHER MENTOR PROGRAM

The District and NEA-Los Lunas jointly recognize the value of a mentor program. Both parties acknowledge that staff development results in better-prepared teachers, hence better delivered instruction for students.

- A.

1. Participants: The District and NEA-Los Lunas have agreed to provide a mentor program. All teachers holding a Level One license or internship license will participate in the program for no more than three years, or until achieving Level II licensure. Teachers in alternative certification programs will be provided a mentor for two (2) years. Student teachers are not participants in the Mentor Program, unless the student teacher is also employed as a teacher in the District.
 2. In the event that a sufficient number of trained, qualified mentors are not available at a site, mentors will be provided in the following priority order:
 - Teachers in the first year in the profession
 - Teachers in their second year in an alternative certification program
 - 2nd year teachers recommended for 1-1 mentoring
 - Other Level I teachers recommended by the site administratorRequirements for mentors will be outlined in the mentor handbook.
- B. Coordinators: The school site, through standard personnel procedures, will select coordinators. A position description and evaluation form will be provided by the District, outlining all requirements of school site coordinators. Coordinators will be responsible for recruiting and implementing a fair process to select mentor teachers at their site. It is their responsibility to inform all experienced staff members of the opportunity to be a mentor teacher. Requirements for mentor coordinators will be outlined in the coordinator handbook.
- C. Lead Coordinator: There will be a lead coordinator who will be responsible for calling meetings, disseminating and collecting mid-year and end of year assessments and other paperwork, and facilitating communication between the appropriate staff.
- D. Compensation: **All compensation is subject to specific legislative appropriations for the mentor program.**
1. **Coordinators will be compensated at the rate of seven hundred fifty dollars (\$750.00) per school year for up to 10 mentees, \$950.00 for 11-15 mentees, and \$1150.00 for 16 or more mentees. School sites may elect to have more than one coordinator share the increment**
 2. **Trained mentors will be compensated at the rate of seven hundred dollars (\$700.00) per year for mentoring one (1) employee new to the profession or an employee in the first or second year of an alternative certification program, or two hundred fifty dollars (\$250.00) for mentoring a Level I teacher with more than 2 years' experience.**
 3. **Study group mentors and will be compensated at the rate of \$500.00**

4. **Special mentors for job specific positions may be assigned based on approval of the Office of Personnel on a case-by-case basis. Such mentors will be paid at the rate of \$500.00.**
5. Without specific approval from Personnel, an employee can hold only one of the above positions.
6. Workshop presenters will be compensated at the rate of \$50.00 per session.
- E. Meeting Requirements: In addition to the New Employee Orientation Day held prior to the start of the school year, as provided in Article XI. B.1, additional meeting requirements will be outlined in the Mentor Program Handbooks, including classroom management training within the first year. These meetings will include sessions to meet state requirements.
- F. Level I teachers who are in the year of their first dossier submission shall each be granted up to two (2) professional leave days to work on their dossiers. Designated dossier study group leaders shall also be granted up to two (2) professional leave days to work with Level I teachers on dossier submissions. **All leaves are subject to financial availability.**
- G. Collaboration with area universities and the Public Education Department is encouraged and will be supported.
- H. The District and NEA-Los Lunas encourage site and district supervisors to publicly recognize both Mentor Program coordinators and participants during and at the conclusion of the school year.
- I. Neither the mentor coordinator nor the mentor will be involved in the evaluation process for teachers, except that attendance logs from the required meetings will be kept and turned in to the site administrator. The District and NEA-Los Lunas agree that mentoring should be risk free and non-judgmental.

ARTICLE TWENTY-EIGHT

PEER SUPPORT PROGRAM

Purpose of the Peer Support Program: The Peer Support Program is part of a continuum of teacher development. Its purpose is to improve professional practice, to retain promising teachers, and to build professional knowledge that will improve student success.

Peer Support Teacher(s): The peer support teacher(s) will be on full time release for the school year. The requirements of the position will be outlined in the Peer Support Program handbook.

Principals: The principal's role will be outlined in the Peer Support Program handbook and the LLS Performance Evaluation Plan for Licensed Personnel.

Participating Teachers: Teachers may be considered for participation in the Peer Support Program through a self-referral or a referral from their site supervisor.

1. A teacher may self-refer for the purpose of:
 - Professional growth
 - Enhancement of skills
 - Change in grade level and or subject area.
2. A teacher who is referred by the site administrator will be informed that:
 - The program is voluntary,
 - The teacher may choose to participate in the Peer Support Program or
 - May choose in writing to develop an Improvement and Assistance Plan with the site supervisor and continuing in the normal evaluation process and cycle.

Evidence of participation in the Peer Support Program will not be placed in the employee's District personnel file unless requested by the participant or if the participant received a marginal evaluation or if the participant is placed on an Intensive Review Plan.

ARTICLE TWENTY-NINE GENERAL

- A. If any provision of this Agreement or any application thereof to any employee or group of employees is held to be contrary to law, then such provision or application will be deemed valid only to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet for the purpose of renegotiating the provision or provisions affected if a written request is submitted within ten (10) days by one party to the other requesting such negotiations
- B. The District will not develop or implement any policy applicable to bargaining unit employees that is in violation of this Agreement. If a District policy, regulation, or directive is in violation of any provision of this Agreement, the Agreement will supersede.

- C. This Agreement and amendments thereto at the time of adoption shall be posted on the district web site for access by all members of the bargaining unit.
- D. Any notice to be given by one party to the other under this Agreement will be given in writing. If given by the District, said notice will be sent to the Association, located at NEA-Los Lunas, 4213 Montgomery Blvd., Albuquerque, NM 87109; and if given by the Association, said notice will be sent to the District, located at PO Drawer 1300, Los Lunas, NM 87031. Either party may, by like written notice, change the address at which notice to it may be given.

ARTICLE THIRTY

Compensation for Additional Credentials

- A. Bilingual Increment: qualified employees who have earned a Bilingual Education license shall receive an increment of \$3,000, (\$1,500 per semester) for providing regular core classroom instruction in a language other than English as part of a state-funded Bilingual program. Such designation shall be based on students served by that teacher on the 40th day count for the first semester and the 120th day count for the second semester of the current school year. The first semester increment will be paid by December 31 and the second semester increment will be paid by May 31.
- B. TESOL Increment: qualified employees who have a TESOL (Teaching English to Speakers of Other Languages) endorsement and who are providing ESL/ELD services to qualified students through a district designated ESL/ELD course section, shall receive an increment of \$1,000 each semester. TESOL increments shall be based on the 40th day count and made by December 31 for the first semester and the 120th day count and made by May 31 for the second semester.
- C. Based upon the current budget, additional hours for Bilingual Resource teachers may be approved by Personnel. Such hours will be paid at the employee's regular contract hourly rate.
- D. An employee can receive either the Bilingual or TESOL increment in any semester, but cannot receive both during the same semester.
- E. Documentation on endorsements, licensure, etc., is due to the Personnel Office according to regular established timelines.

- F. The mentoring fee for one year for NBPTS certification candidates will be reimbursed upon documentation that NB certification was achieved, and the mentoring fee was paid by the successful candidate.

ARTICLE THIRTY-ONE DRESS CODE

While in the presence of students and/or parents and while publicly representing the Los Lunas schools, staff members must maintain a clean, well-groomed, and professional appearance appropriate for the position held. Criteria specific to each school site will be a subject for the Building Advisory Committee at the site.

ARTICLE THIRTY-TWO SOCIAL MEDIA

- A. The intent of this article is to establish guidelines for the Los Lunas Schools employee use of social networking websites and communication apps. Employees will utilize the District approved communication platform for all communications with students and parents/guardians.
- B. As per Board Policy 5.6, professional ethics require that staff members avoid social situations through which they could exploit their positions of authority over students and specifically in this Article through the use of social networking sites.
- C. Employees shall refrain from:
 - 1. Communicating on social networking sites on matters personal to their individual employment.
 - 2. Communicating about matters that are not of public concern and which are inappropriate and inconsistent with their ethical responsibilities.
 - 3. Communicating personally with students outside of the District's approved instruction and supervision.
 - 4. Communicating on personal social networking sites and personal communication apps during contract hours.
 - 5. Using the Los Lunas Schools logo and name for personal use.

ARTICLE THIRTY-THREE DURATION

This Agreement is effective May 24th, 2023 and will remain in full force and effect through June 30th, 2024 provided that salary schedules, hours and workload, MOU items, and two (2) issues identified by each party, and any other items agreed upon by mutual consent, may be reopened for negotiations effective no later than February 1st of each school year or earlier if mutually agreed upon. It is the goal of the District and NEA-LL to continually improve negotiations through the goal of having regularly scheduled face to face meetings to address any concerns and/or upcoming developments.

SCHEDULE OF INCREMENTS

Memorandum of Understanding Regarding the Increment Task Force

It is hereby agreed by both parties, NEA-LL and the District will meet to discuss and identify the job descriptions/responsibilities for the schedule of increments. These job descriptions/responsibilities will be available upon applying for said increments.

Appendix A: Grievance Form NEA-LOS LUNAS/LOS LUNAS SCHOOLS DISTRICT GRIEVANCE REPORT FORM

Type of Grievance:

☐ Individual
☐ Group
☐ Association
☐ Principal/Supervisor

Distribution of Form:

☐ Grievant
☐ Association

☐ Superintendent

Building

Assignment

Name of Grievant

Date Filed

Date of Informal meeting:

Result of informal meeting:

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance, Including Article, LL Board Policy or other violation:

2. Relief Sought:

_____	_____	_____	_____
Signature of Grievant	Date	Signature of Association Rep	Date

Disposition of Supervisor/Principal: _____ Date: _____

Signature of Supervisor/Principal: _____ Date: _____

Disposition of Association:

_____	_____
Signature of Association Rep.	Date

If additional space is needed, attach an additional sheet.

STEP 2

A. Date received by Superintendent/ Designee:

B. Disposition of Superintendent/Designee:

Signature of Superintendent/ Designee

Date

C. Disposition of Association:

Signature of Association Rep.

Date

STEP 3

A. Date Submitted for Arbitration:

B. Disposition and Award of Arbitrator:

Signature of Superintendent/ Designee

Date

Signature of Association Rep.

Date

Appendix B.1: **Maximum Enrollment Threshold Charts**

Subject/ Grade	Maximum Enrollment Thresholds	Teaching Load Threshold for Overload Pay Description
K	20	The individual class load for elementary school teachers shall not exceed (20) students for kindergarten; provided that any teacher in kindergarten with a class load of (15) to (20) students shall be entitled to the assistance of an educational assistant.
1	—	The teacher is entitled to a full-time educational assistant with a class load or (21) or more students.

1-3	22	The average class load for elementary school teachers at an individual school shall not exceed (22) students
4-6	24	The average class load for an elementary school teacher at an individual school shall not exceed (24) students.
7-12	160	The daily teaching load shall not exceed 160 in all content areas except required English courses. The requirement includes music, PE, and art.
English 7-8	135/27	The daily teaching load shall not exceed 135 students with maximum of 27 students per class.
English 9-12	150/30	The daily teaching load shall not exceed 150 students with maximum of 30 students per class.

*NMAC 22-10A-20. *Staffing patterns; class load; teaching load.*

Appendix B.2 FTE Overage Pay

FTE Overage

FTE Overage	
.01 - .15	\$500.00
.16 - .30	\$1000.00
.31 - .45	\$1500.00
.46 - .60	\$2000.00
.61 - 1.00	\$2500.00
Caseload Overage Pay will not exceed \$2500 per designated count days.	

Appendix C: BAC Form

Building Advisory Council



Date of Meeting: _____

Work Site: _____

Coordinator: _____

Attendees: _____

Topic A	__ 1 st Attempt __ 2 nd Attempt	__ 3 rd Attempt
Issue (describe in detail):		
Possible Resolution(s): Communication from admin		
Follow Up with Whom:	Follow Up Date:	

Topic B	__ 1 st Attempt __ 2 nd Attempt	__ 3 rd Attempt
Issue (describe in detail):		
Possible Resolution(s):		

Follow Up with Whom:	Follow Up Date:
----------------------	-----------------

Topic C	___1 st Attempt ___3 rd Attempt ___2 nd Attempt
Issue (describe in detail):	
Possible Resolution(s):	
Follow Up with Whom:	Follow Up Date:

Topic D	___1 st Attempt ___3 rd Attempt ___2 nd Attempt
Issue (describe in detail):	
Possible Resolution(s):	
Follow Up with Whom:	Follow Up Date:

Topic E	___1 st Attempt ___3 rd Attempt ___2 nd Attempt
Issue (describe in detail):	

Possible Resolution(s):	
Follow Up with Whom:	Follow Up Date:

APPENDIX D: Increment Schedule

Description	Amount
Gym Master	\$ 1,500.00
Weight Training Coordinator	\$ 1,500.00
Middle School Head Coach	\$ 2,000.00
Assistant Coach	\$ 2,500.00
Athletic Director	\$ 2,500.00
Athletic Trainer	\$ 5,000.00
High School Head Coach	\$ 5,000.00
Description	Amount
Tesol Endorsement (Per Semester)	\$ 750.00
Bilingual Endorsement (Per Semester)	\$ 1,075.00
National Board Certified (Based on SEG)	Unit Value X 1.5
Lead Custodian	\$ 2,500.00
District Custodian	\$ 3,000.00
Lead SRO	\$ 3,000.00
Inclusion Support/Professional Learning Coach Stipend	\$ 6,000.00
Charge Nurse	\$ 9,000.00
Gifted Case Manager	\$ 1,500.00
Activity Sponsor	\$ 5,000.00
Spelling Bee/Bilingual Spelling Bee Coordinator	\$ 500.00
Band Director	\$ 5,000.00
Asst Band Director	\$ 2,500.00
ROTC Sponsor	\$ 5,000.00
Asst ROTC Sponsor	\$ 2,500.00
MESA Sponsor	\$ 2,000.00
Auditorium Manager	\$ 2,000.00
Department Head	\$ 2,000.00
Drama Sponsor	\$ 2,000.00
Newspaper Sponsor	\$ 2,000.00
Yearbook Sponsor	\$ 2,000.00
Renaissance Coordinator(Based on Enrollment)	Remain the same
Department Head	\$ 1,500.00
NHS Sponsor	\$ 1,500.00
Student Council Sponsor	\$ 1,500.00
Yearbook Sponsor	\$ 1,500.00
Class Sponsor	\$ 1,500.00
FFA Sponsor	\$ 1,500.00
Student Council Sponsor	\$ 1,500.00
Site Educational Technology Coordinator/Computer Acct. Spec.	2500 - 3500

APPENDIX E: SALARY SCHEDULES

LOS LUNAS SCHOOLS CERTIFIED LEVEL I 191 DAY - 7 HOUR 2023 - 2024

	BA	BA 15	BA 45/MA	MA 15	MA 45/EDS
Step 0	\$57,831	\$57,881	\$57,931	\$57,981	\$58,031
Step 1	\$57,836	\$57,886	\$57,936	\$57,986	\$58,036
Step 2	\$57,841	\$57,891	\$57,941	\$57,991	\$58,041
Step 3	\$57,846	\$57,896	\$57,946	\$57,996	\$58,046
Step 4	\$57,851	\$57,901	\$57,951	\$58,001	\$58,051
Step 5	\$57,856	\$57,906	\$57,956	\$58,006	\$58,056
Step 6	\$57,861	\$57,911	\$57,961	\$58,011	\$58,061
Step 7	\$57,866	\$57,916	\$57,966	\$58,016	\$58,066
Step 8	\$57,871	\$57,921	\$57,971	\$58,021	\$58,071
Step 9	\$57,876	\$57,926	\$57,976	\$58,026	\$58,076
Step 10	\$57,881	\$57,931	\$57,981	\$58,031	\$58,081
Step 11	\$57,886	\$57,936	\$57,986	\$58,036	\$58,086
Step 12	\$57,891	\$57,941	\$57,991	\$58,041	\$58,091
Step 13	\$57,896	\$57,946	\$57,996	\$58,046	\$58,096
Step 14	\$57,901	\$57,951	\$58,001	\$58,051	\$58,101
Step 15	\$57,906	\$57,956	\$58,006	\$58,056	\$58,106
Step 16+	\$57,911	\$57,961	\$58,011	\$58,061	\$58,111

1. Employees will be given credit for up to six (6) years of verified experience. Credit will be given for a full year to employees having a minimum of the equivalent of one-half (1/2) year experience during a school year. This must be earned under one (1) contract of paid connected experience. A series of unconnected experience may not be combined. Credits must be verified in writing and approved by the Personnel
2. Hours earned before conferral of an advanced degree and not utilized as part of the degree must be verified through the university attended as qualifying for the attainment of an advanced degree.
3. Current employees who cannot be placed on the negotiated salary schedule without a decrease in salary will continue to receive their current salary.
4. Employees with assignments beyond the normal certified instructor's/instructional support providers contract day shall be compensated at the following tiered negotiated rates: Level I=\$35/hr, Level II=\$40/hr, Level III=\$45/hr.
5. Athletic and activity increments are paid according to the schedule included in the Collective Bargaining Agreement between NEA Los Lunas and the Los Lunas Schools.
6. 219 Day Ag. Teachers will be paid at the same hourly rate with an adjustment for additional days.
7. Leave will be accrued at 49 hours (Sick Leave) and 28 hours (Personal Leave) per year.

NEA PRESIDENT SIGNATURE _____

FINANCE SIGNATURE _____


HUMAN RESOURCE SIGNATURE _____


SUPERINTENDENT SIGNATURE _____

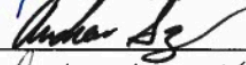
**LOS LUNAS SCHOOLS
CERTIFIED LEVEL II
191 DAY - 7 HOUR
2023 - 2024**


	BA	BA 15	BA 45/MA	MA 15	MA 45/EDS	PHD
Step 3	\$69,397	\$69,447	\$69,497	\$69,547	\$69,597	\$69,647
Step 4	\$69,407	\$69,457	\$69,507	\$69,557	\$69,607	\$69,657
Step 5	\$69,417	\$69,467	\$69,517	\$69,567	\$69,617	\$69,667
Step 6	\$69,427	\$69,477	\$69,527	\$69,577	\$69,627	\$69,677
Step 7	\$69,437	\$69,487	\$69,537	\$69,587	\$69,637	\$69,687
Step 8	\$69,447	\$69,497	\$69,547	\$69,597	\$69,647	\$69,697
Step 9	\$69,457	\$69,507	\$69,557	\$69,607	\$69,657	\$69,707
Step 10	\$69,467	\$69,517	\$69,567	\$69,617	\$69,667	\$69,717
Step 11	\$69,477	\$69,527	\$69,577	\$69,627	\$69,677	\$69,727
Step 12	\$69,487	\$69,537	\$69,587	\$69,637	\$69,687	\$69,737
Step 13	\$69,497	\$69,547	\$69,597	\$69,647	\$69,697	\$69,747
Step 14	\$69,507	\$69,557	\$69,607	\$69,657	\$69,707	\$69,757
Step 15	\$69,517	\$69,567	\$69,617	\$69,667	\$69,717	\$69,767
Step 16	\$69,527	\$69,577	\$69,627	\$69,677	\$69,727	\$69,777
Step 17	\$69,537	\$69,587	\$69,637	\$69,687	\$69,737	\$69,787
Step 18	\$69,547	\$69,597	\$69,647	\$69,697	\$69,747	\$69,797
Step 19	\$69,557	\$69,607	\$69,657	\$69,707	\$69,757	\$69,807
Step 20	\$69,567	\$69,617	\$69,667	\$69,717	\$69,767	\$69,817
Step 21	\$69,577	\$69,627	\$69,677	\$69,727	\$69,777	\$69,827
Step 22	\$69,587	\$69,637	\$69,687	\$69,737	\$69,787	\$69,837
Step 23	\$69,597	\$69,647	\$69,697	\$69,747	\$69,797	\$69,847
Step 24	\$69,607	\$69,657	\$69,707	\$69,757	\$69,807	\$69,857
Step 25	\$69,617	\$69,667	\$69,717	\$69,767	\$69,817	\$69,867
Step 26	\$69,627	\$69,677	\$69,727	\$69,777	\$69,827	\$69,877
Step 27	\$69,637	\$69,687	\$69,737	\$69,787	\$69,837	\$69,887
Step 28	\$69,647	\$69,697	\$69,747	\$69,797	\$69,847	\$69,897
Step 29	\$69,657	\$69,707	\$69,757	\$69,807	\$69,857	\$69,907
Step 30+	\$69,667	\$69,717	\$69,767	\$69,817	\$69,867	\$69,917

1. Employees will be given credit for up to twenty-four (24) years of verified experience. Credit will be given for a full year to employees having a minimum of the equivalent of one-half (1/2) year experience during a school year. This must be earned under one (1) contract of paid connected experience. A series of unconnected experience may not be combined. Credits must be verified in writing and approved by the Personnel Department.
2. Hours earned before conferral of an advanced degree and not utilized as part of the degree must be verified through the university attended as qualifying for the attainment of an advanced degree.
3. Current employees who cannot be placed on the negotiated salary schedule without a decrease in salary will continue to receive their current salary.
4. Employees with assignments beyond the normal certified instructor's/instructional support providers contract day shall be compensated at the following tiered negotiated rates: Level I=\$35/hr, Level II=\$40/hr, Level III=\$45/hr.
5. Athletic and activity increments are paid according to the schedule included in the Collective Bargaining Agreement between NEA Los Lunas and the Los Lunas Schools.
6. 219 Day Ag. Teachers will be paid at the same hourly rate with an adjustment for additional days.
7. Leave will be accrued at 49 hours (Sick Leave) and 28 hours (Personal Leave) per year.

NEA PRESIDENT SIGNATURE 

FINANCE SIGNATURE 

HUMAN RESOURCE SIGNATURE 

SUPERINTENDENT SIGNATURE 

**LOS LUNAS SCHOOLS
CERTIFIED LEVEL III
191 DAY - 7 HOUR
2023 - 2024**

	BA	BA 15	BA 45/MA	MA 15	MA 45/EDS	PHD
Step 3	\$80,963	\$81,063	\$81,163	\$81,263	\$81,363	\$81,463
Step 4	\$80,973	\$81,073	\$81,173	\$81,273	\$81,373	\$81,473
Step 5	\$80,983	\$81,083	\$81,183	\$81,283	\$81,383	\$81,483
Step 6	\$80,993	\$81,093	\$81,193	\$81,293	\$81,393	\$81,493
Step 7	\$81,003	\$81,103	\$81,203	\$81,303	\$81,403	\$81,503
Step 8	\$81,013	\$81,113	\$81,213	\$81,313	\$81,413	\$81,513
Step 9	\$81,023	\$81,123	\$81,223	\$81,323	\$81,423	\$81,523
Step 10	\$81,033	\$81,133	\$81,233	\$81,333	\$81,433	\$81,533
Step 11	\$81,043	\$81,143	\$81,243	\$81,343	\$81,443	\$81,543
Step 12	\$81,053	\$81,153	\$81,253	\$81,353	\$81,453	\$81,553
Step 13	\$81,063	\$81,163	\$81,263	\$81,363	\$81,463	\$81,563
Step 14	\$81,073	\$81,173	\$81,273	\$81,373	\$81,473	\$81,573
Step 15	\$81,083	\$81,183	\$81,283	\$81,383	\$81,483	\$81,583
Step 16	\$81,093	\$81,193	\$81,293	\$81,393	\$81,493	\$81,593
Step 17	\$81,103	\$81,203	\$81,303	\$81,403	\$81,503	\$81,603
Step 18	\$81,113	\$81,213	\$81,313	\$81,413	\$81,513	\$81,613
Step 19	\$81,123	\$81,223	\$81,323	\$81,423	\$81,523	\$81,623
Step 20	\$81,133	\$81,233	\$81,333	\$81,433	\$81,533	\$81,633
Step 21	\$81,143	\$81,243	\$81,343	\$81,443	\$81,543	\$81,643
Step 22	\$81,153	\$81,253	\$81,353	\$81,453	\$81,553	\$81,653
Step 23	\$81,163	\$81,263	\$81,363	\$81,463	\$81,563	\$81,663
Step 24	\$81,173	\$81,273	\$81,373	\$81,473	\$81,573	\$81,673
Step 25	\$81,183	\$81,283	\$81,383	\$81,483	\$81,583	\$81,683
Step 26	\$81,193	\$81,293	\$81,393	\$81,493	\$81,593	\$81,693
Step 27	\$81,203	\$81,303	\$81,403	\$81,503	\$81,603	\$81,703
Step 28	\$81,213	\$81,313	\$81,413	\$81,513	\$81,613	\$81,713
Step 29	\$81,223	\$81,323	\$81,423	\$81,523	\$81,623	\$81,723
Step 30+	\$81,233	\$81,333	\$81,433	\$81,533	\$81,633	\$81,733


1. Employees will be given credit for up to twenty-four (24) years of verified experience. Credit will be given for a full year to employees having a minimum the equivalent of one-half (1/2) year experience during a school year. This must be earned under one (1) contract of paid connected experience. A series of unconnected experience may not be combined. Credits must be verified in writing and approved by the Personnel Department.
2. Hours earned before conferral of an advanced degree and not utilized as part of the degree must be verified through the university attended as qualifying for the attainment of an advanced degree.
3. Current employees who cannot be placed on the negotiated salary schedule without a decrease in salary will continue to receive their current salary.
4. Employees with assignments beyond the normal certified instructor's/instructional support providers contract day shall be compensated at the following tiered negotiated rates: Level I=\$35/hr, Level II-\$40/hr, Level III=\$45/hr.
5. Athletic and activity increments are paid according to the schedule included in the Collective Bargaining Agreement between NEA Los Lunas and the Los Lunas Schools.
6. Teachers who achieve certification through the National Board for Professional Teaching Standards (NBPTS) will receive the minimum required by Statute or the amount in the PHD column, whichever is greater.
7. 219 Day Ag. Teachers will be paid at the same hourly rate with an adjustment for additional days.
8. Leave will be accrued at 49 hours (Sick Leave) and 28 hours (Personal Leave) per year.

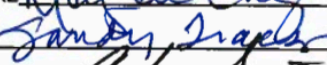
NEA PRESIDENT SIGNATURE _____
 FINANCE SIGNATURE _____
 HUMAN RESOURCE SIGNATURE _____
 SUPERINTENDENT SIGNATURE _____

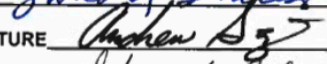
**LOS LUNAS SCHOOLS
CERTIFIED SUPPORT STAFF
191 DAY - 8 HOUR
2023 - 2024**

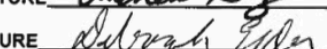
	MA	MA 15	MA 45/EDS	PHD
Step 0	\$92,627	\$92,844	\$92,955	\$93,072
Step 1	\$92,738	\$92,853	\$92,965	\$93,083
Step 2	\$92,749	\$92,862	\$92,975	\$93,092
Step 3	\$92,758	\$92,872	\$92,986	\$93,101
Step 4	\$92,769	\$92,883	\$92,998	\$93,112
Step 5	\$92,781	\$92,895	\$93,009	\$93,123
Step 6	\$92,792	\$92,906	\$93,021	\$93,135
Step 7	\$92,803	\$92,918	\$93,032	\$93,146
Step 8	\$92,815	\$92,929	\$93,043	\$93,158
Step 9	\$92,826	\$92,941	\$93,055	\$93,169
Step 10	\$92,838	\$92,952	\$93,066	\$93,181
Step 11	\$92,849	\$92,963	\$93,078	\$93,192
Step 12	\$92,861	\$92,975	\$93,089	\$93,203
Step 13	\$92,872	\$92,986	\$93,101	\$93,215
Step 14	\$92,883	\$92,998	\$93,112	\$93,226
Step 15	\$92,895	\$93,009	\$93,123	\$93,238
Step 16	\$92,906	\$93,021	\$93,135	\$93,249
Step 17	\$92,918	\$93,032	\$93,146	\$93,261
Step 18	\$92,929	\$93,043	\$93,158	\$93,272
Step 19	\$92,941	\$93,055	\$93,169	\$93,283
Step 20	\$92,952	\$93,066	\$93,181	\$93,295
Step 21	\$92,963	\$93,078	\$93,192	\$93,306
Step 22	\$92,975	\$93,089	\$93,203	\$93,318
Step 23	\$92,986	\$93,101	\$93,215	\$93,329
Step 24	\$92,998	\$93,112	\$93,226	\$93,341
Step 25	\$93,009	\$93,123	\$93,238	\$93,352
Step 26	\$93,021	\$93,135	\$93,249	\$93,363
Step 27	\$93,032	\$93,146	\$93,261	\$93,375
Step 28	\$93,043	\$93,158	\$93,272	\$93,386
Step 29	\$93,055	\$93,169	\$93,283	\$93,398
Step 30	\$93,066	\$93,181	\$93,295	\$93,409

1. Employees will be given credit for up to twenty-four (24) years of verified experience. Credit will be given for a full year to employees having a minimum of one-half (1/2) year experience during a school year. This must be earned under one (1) contract of paid connected experience. A series of unconnected experience may not be combined. Credits must be verified in writing and approved by the
2. Hours earned before conferral of an advanced degree and not utilized as part of the degree must be verified through the university attended as qualifying for the attainment of an advanced degree.
3. Current employees who cannot be placed on the negotiated salary schedule without a decrease in salary will continue to receive their current salary.
4. Employees with assignments beyond the normal certified instructor's/instructional support providers contract day shall be compensated at the following tiered negotiated rates: Level III=\$45/hr (includes those on the Certified Support Staff salary schedule)
5. Athletic and activity increments are paid according to the Collective Bargaining Agreement between NEA Los Lunas and the Los Lunas Schools.
6. PHD/NBPTS(as recognized by Public Education Department for inclusion as a factor in the State Equalization Guarantee) - Amount required by Statute, must be verified by the Personnel Dept.
7. COTA/PTA will be paid on appropriate "Certified Level" salary schedule according to their state license.
8. This salary schedule applies to those Certified staff members providing Ancillary services under the following job descriptions: (Speech Therapists, Occupational Therapists, Physical/Recreational Therapists, Psychologists/Social Workers, Audiologists, Interpreters,
8. Leave will be accrued at 56 hours (Sick Leave) and 32 hours (Personal Leave) per year.

NEA PRESIDENT SIGNATURE 

FINANCE SIGNATURE 

HUMAN RESOURCE SIGNATURE 

SUPERINTENDENT SIGNATURE 

**LOS LUNAS SCHOOLS
EDUCATIONAL DIAGNOSTICIANS
219 DAY - 8 HOUR
2023 - 2024**

	MA	MA 15	MA 45/EDS	PHD
Step 0	\$106,206	\$106,455	\$106,582	\$106,716
Step 1	\$106,333	\$106,465	\$106,593	\$106,729
Step 2	\$106,346	\$106,475	\$106,605	\$106,739
Step 3	\$106,356	\$106,487	\$106,618	\$106,749
Step 4	\$106,369	\$106,500	\$106,631	\$106,762
Step 5	\$106,382	\$106,513	\$106,644	\$106,775
Step 6	\$106,395	\$106,526	\$106,657	\$106,788
Step 7	\$106,408	\$106,539	\$106,670	\$106,801
Step 8	\$106,421	\$106,552	\$106,683	\$106,814
Step 9	\$106,434	\$106,565	\$106,696	\$106,827
Step 10	\$106,447	\$106,578	\$106,710	\$106,841
Step 11	\$106,461	\$106,592	\$106,723	\$106,854
Step 12	\$106,474	\$106,605	\$106,736	\$106,867
Step 13	\$106,487	\$106,618	\$106,749	\$106,880
Step 14	\$106,500	\$106,631	\$106,762	\$106,893
Step 15	\$106,513	\$106,644	\$106,775	\$106,906
Step 16	\$106,526	\$106,657	\$106,788	\$106,919
Step 17	\$106,539	\$106,670	\$106,801	\$106,932
Step 18	\$106,552	\$106,683	\$106,814	\$106,945
Step 19	\$106,565	\$106,696	\$106,827	\$106,958
Step 20	\$106,578	\$106,710	\$106,841	\$106,972
Step 21	\$106,592	\$106,723	\$106,854	\$106,985
Step 22	\$106,605	\$106,736	\$106,867	\$106,998
Step 23	\$106,618	\$106,749	\$106,880	\$107,011
Step 24	\$106,631	\$106,762	\$106,893	\$107,024
Step 25	\$106,644	\$106,775	\$106,906	\$107,037
Step 26	\$106,657	\$106,788	\$106,919	\$107,050
Step 27	\$106,670	\$106,801	\$106,932	\$107,063
Step 28	\$106,683	\$106,814	\$106,945	\$107,076
Step 29	\$106,696	\$106,827	\$106,958	\$107,090
Step 30	\$106,710	\$106,841	\$106,972	\$107,103

1. Employees will be given credit for up to twenty-four (24) years of verified experience. Credit will be given for a full year to employees having a minimum of one-half (1/2) year experience during a school year. This must be earned under one (1) contract of paid connected experience. A series of unconnected experience may not be combined. Credits must be verified in writing and approved by the Personnel Department.
2. Hours earned before conferral of an advanced degree and not utilized as part of the degree must be verified through the university attended as qualifying for the attainment of an advanced degree.
3. Current employees who cannot be placed on the negotiated salary schedule without a decrease in salary will continue to receive their current salary.
4. Employees with assignments beyond the normal certified instructor's/instructional support providers contract day shall be compensated at the following tiered negotiated rates: Level III=\$45/hr (includes those on the Certified Support Staff salary schedule)
5. Athletic and activity increments are paid according to the Collective Bargaining Agreement between NEA Los Lunas and the Los Lunas Schools.
6. PHD/NBPTS(as recognized by Public Education Department for inclusion as a factor in the State Equalization Guarantee) - Amount required by Statute, must be verified by the Personnel Dept.
7. COTA/PTA will be paid on appropriate "Certified Level" salary schedule according to their state license.
8. Leave will be accrued at 72 hours (Sick Leave) and 32 hours (Personal Leave) per year.

NEA PRESIDENT SIGNATURE _____
 FINANCE SIGNATURE _____
 HUMAN RESOURCE SIGNATURE _____
 SUPERINTENDENT SIGNATURE _____